



CITY OF BAYTOWN

NOTICE OF MEETING

**THE CITY COUNCIL OF THE CITY OF BAYTOWN
AND THE
BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
WILL PARTICIPATE IN A JOINT MEETING
THURSDAY, FEBRUARY 12, 2026
6:30 P.M.**

**COUNCIL CHAMBER, CITY HALL
2401 MARKET STREET, BAYTOWN, TEXAS 77520**

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION

Council Member Sarah Graham, District No. 2

1. CITIZEN COMMENTS

Notice is hereby given that in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from discussing, deliberating, or considering, subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the administration for action may be placed on the agenda of a future City Council Session.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

- a. Receive the Hyatt Regency Baytown-Houston Annual Audit Report for Fiscal Year 2023 and Fiscal Year 2024.**

3. MINUTES

- a. Consider approving the minutes of the City Council Work Session and Regular Meetings held on December 11, 2025 and January 8, 2026.**

4. PUBLIC HEARINGS

- a. Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 6.59 acres of land located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523, from the Open Space/Recreation (OR) to the General Commercial (GC) zoning district.**

5. PROPOSED ORDINANCES

- a. Consider an ordinance authorizing a Payment in Lieu of Taxes (PILOT) Agreement between the City of Baytown and Morreale Properties, LLC.**
- b. Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 6.59 acres of land, located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523, from the Open Space/Recreation (OR) Zoning District to the General Commercial (GC) Zoning District.**

- c. Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" of the Code of Ordinances, to authorize the installation of stop control modifications on Manor Drive at Squire Drive.
- d. Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" of the Code of Ordinances, to authorize the installation of stop control modifications on North Jones Street at West Murrill Avenue, on North Gaillard Street at West Murrill Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on Leavins Street at Marian Street, on Ashbel Court at West Wright Avenue and West Murrill Avenue, on North Ashbel Street at West Wright Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on West Wright Avenue at North Gaillard Street, on West Murrill Avenue at North Ashbel Street, on West Hunnicutt Avenue at North Gaillard Street, on West Commerce Street at West Fayle Avenue and Marian Street.

6. PROPOSED RESOLUTIONS

- a. Consider a resolution nominating JSW Steel (USA) Inc., to the Governor's Office of Economic Development, for designation as a qualified business and an Enterprise Project under the Texas Enterprise Zone Program.

7. DISCUSSIONS

- a. Discuss and take possible action regarding the City of Baytown Mayor Pro Tem.

8. CONSENT

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a. Consider an ordinance authorizing an Interlocal Agreement between the City of Baytown and Baytown Crime Control and Prevention District to fund fifteen (15) rental cars from EAN Holdings, LLC d/b/a Enterprise Rent-A-Car.
- b. Consider an ordinance authorizing payment to Innovative Interfaces, Inc for year five of a Perpetual License Software Agreement for the library's Integrated Library System database software and for the one year renewal for cloud hosting services and the Software as a Service discovery layer for the library's catalog.
- c. Consider an ordinance authorizing the purchase of one (1) 2026 Ford F250 from Bill Knight Ford.
- d. Consider an ordinance authorizing the second renewal of the Annual Fire Hydrant Contract with Ferguson Waterworks.
- e. Consider a resolution amending Resolution No. 3061, approved January 8, 2026, to establish a new public hearing date regarding the advisability of the Bay Creek Public Improvement District No. 2; and providing an effective date.
- f. Consider an ordinance amending Ordinance No. 16,335 to change the effective date to ten (10) days after February 12, 2026.
- g. Consider an ordinance to amend Ordinance No. 16,334 to change the effective date of amendments to Divisions 2.21, 2.31, 2.32, 2.33, 3.22, 3.42, 7.210 and 10.2 of Chapter 111, Unified Land Development Code (ULDC), regarding garage offsets, shipping containers, and general corrections in consistency between the previous code and the 2025 code, to ten (10) days after February 12, 2026.
- h. Consider an ordinance authorizing payment to Baker Wotring, L.L.P., for legal services in connection

with the *United States of America and State of Texas v. City of Baytown*; Civil Action No. 4:22-cv-01279, in the United States District Court for the Southern District of Texas, Houston Division.

- i. Consider an ordinance authorizing the purchase of one Case 570 Front-End Wheel Loader and one Case 575N EP Backhoe Loader from Associated Supply Company, Inc. via BuyBoard Contract #788-25.
- j. Consider a resolution approving the City of Baytown Investment Policy in accordance with the Public Funds Investment Act, Section 2256.005 (e).
- k. Consider the appointment of Julie Escalante as the Acting Presiding Judge of the City of Baytown Municipal Court.
- l. Consider an ordinance authorizing Alliant Insurance Services, as broker, to place the City's windstorm and hail coverage through the AmRisc Group for City-owned properties and equipment located in Chambers County.
- m. Consider an ordinance authorizing the second renewal of the As-Needed Sludge, Grit & Debris Removal Contract at Treatment Plants and Lift Stations with Magna Flow Environmental, Inc.
- n. Consider an ordinance authorizing the second renewal of the Annual Nuisance Abatement Mowing Contract with McLemore Building Maintenance, Inc. and Greenscapes Six, LLC.
- o. Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).

9. APPOINTMENTS

- a. Consider a resolution authorizing three (3) appointments to the Planning and Zoning Commission.

10. MANAGER'S REPORT

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

11. COUNCIL MEMBER DISTRICT REPORT

- a. Receive a report from Council Member Sarah Graham regarding projects, programs and events in District No. 2.

12. EXECUTIVE SESSION

- a. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the Acting Presiding Judge of the City of Baytown Municipal Court.
- b. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

13. ADJOURN

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE

CALL 281-420-6690, FAX 281-420-7176, OR CONTACT 281-420-6690 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM)

Approved for posting:

Posted by:

Carol Flynt, Assistant City Manager

Gabriella Gonzales, Deputy City Clerk
(SEAL)

Posted this 5th day of February 2026, at 4:30 P.M.



CITY COUNCIL MEETING

2. a.

Meeting Date: 02/12/2026

Subject: Receive the Hyatt Regency Baytown-Houston Annual Audit Report for FY2023 and FY2024

Prepared for: Teresa McKenzie, Finance

Prepared by: Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Receive the Hyatt Regency Baytown-Houston Annual Audit Report for Fiscal Year 2023 and Fiscal Year 2024.

PREFACE

This item allows the Council to receive the Hyatt Regency Baytown-Houston Annual Audit Report for Fiscal Year 2023 and Fiscal Year 2024.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact



CITY COUNCIL MEETING

3. a.

Meeting Date: 02/12/2026

Subject: Consider approving the minutes of the City Council Work Session and Regular Meetings held on December 11, 2025 and January 8, 2026.

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Miriam Hernandez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Work Session and Regular Meetings held on December 11, 2025 and January 8, 2026.

PREFACE

This item allows for the City Council to approve the minutes of the City Council Work Session and Regular Meetings held on December 11, 2025 and January 8, 2026.

Attachments

December 11, 2025 Minutes

January 8, 2026 Minutes

January 8, 2026 WS Minutes

DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN**

December 11, 2025

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, December 11, 2025, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Jacob Powell	Mayor Pro Tem
Laura Alvarado	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the December 11, 2025 Regular City Council Meeting with a quorum present at 6:35 P.M. All members were present with the exception of Council Member Sarah Graham who was absent.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Mayor Pro Tem Jacob Powell.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Troy Whiteneck, 9946 Bayou Woods Drive, expressed concerns for registered voters that encountered issues when voting. Stating City officials are who should bear responsibility.

James Kilburn, 5001 Ashwood Drive, expressed frustration that the City of Baytown has not yet installed signage at railroad crossings, despite a posting from January 24th. Mr. Kilburn described a recent incident where a Baytown ambulance was forced to take a lengthy detour due to a train blocking the track while responding to an emergency. Kilburn urged the City Council to promptly install warning signs or have the police issue citations when trains block crossings for extended periods.

Crystal Sarmiento, 6531 Sam Rayburn Drive, announced her candidacy for Congress in the newly redrawn district and expressed a strong desire to meet with constituents to understand their federal-level issues. Ms. Sarmiento emphasized her commitment to earning the vote of all Baytown citizens, not just a portion. Additionally, she praised the holiday decorations outside and welcomed opportunities to connect with the community members.

2. MINUTES

a. Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Regular Joint Meeting held on November 13, 2025.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Mike Lester to approve the minutes of the City Council Work Session and Municipal Development District and City Council Regular Joint Meeting held on November 13, 2025, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Others: Council Member Sarah Graham (Absent)

Approved

3. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize City of Baytown Employees for their Years of Service.

Human Resources Director Joey Lopez presented a video recognizing the Years of Service awardees.

25 YEARS

Timothy Lancon, PWE, Associate Project Manager II

Wes Dobbins, Fire and EMS, Fire Captain

30 YEARS

Mike Wills, Fire and EMS, Fire Captain

40 YEARS

David Alford, Police, Assistant Police Chief

b. Present a proclamation recognizing Lung Cancer Awareness Month.

Anish Senthil representing American Lung Cancer Screening Initiative (ALCSI), presented information about lung cancer impact and the importance of early detection.

Mayor Charles Johnson, accompanied by Council Members and Mr. Senthil, read the proclamation designating December as Lung Cancer Awareness Month in Baytown.

4. PUBLIC HEARINGS

a. Conduct a public hearing and consider a request for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.21, 2.31, 2.32, 2.33, 3.22, 3.42, 7.210 and 10.2 of the ULDC, regarding garage offsets, shipping containers, and general corrections in consistency with the previous code and the 2025 code.

At 7:04 P.M., Mayor Charles Johnson opened the public hearing regarding Item 4.a., request for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances.

Planning and Development Services Director Martin Scribner provided an overview regarding garage offsets, general corrections in consistency with the previous code and the 2025 code and clarified the section regarding shipping containers will be discussed at a future meeting. (Exhibit A)

Planning and Zoning Commission and staff recommended approval with amendments to exclude the section regarding shipping containers.

City Council Members expressed their opinions regarding the revisions to shipping containers.

At 7:27 P.M., Mayor Charles Johnson closed the public hearing regarding Item 4.a., for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances.

b. Consider an ordinance authorizing a request to amend Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.21, 2.31, 2.32, 2.33, 3.22, 3.42, 7.210 and 10.2 of the ULDC, regarding garage offsets, shipping containers, and general corrections in consistency with the previous code and the 2025 code.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Ordinance No. 16,334, without the divisions involving shipping containers. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,334

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," SECTION 2.21 "RESIDENTIAL DISTRICT DIMENSIONAL STANDARDS," SUBSECTION 2.21-4 "MIXED RESIDENTIAL (MR);" DIVISION 2.3 "USE STANDARDS," SECTION 2.31 "CONSOLIDATED USE TABLE," SUBSECTION 2.31-1 "LAND USE TABLE;" DIVISION 2.33 "USE-SPECIFIC STANDARDS," SUBSECTION 2.33-6 "INDUSTRIAL USES;" ARTICLE 3 "DEVELOPMENT STANDARDS," DIVISION 3.2 "BUILDING AND SITE DESIGN," SECTION 3.22 "SINGLE-UNIT DWELLING AND DUPLEX DEVELOPMENT;" DIVISION 3.4 "TREE PRESERVATION, LANDSCAPING, AND BUFFERING," SECTION 3.42 "DEVELOPMENT LANDSCAPING;" ARTICLE 7 "DEVELOPMENT REVIEW PROCEDURES," DIVISION 7.2 "COMMON REVIEW PROCEDURES," SECTION 7.210 DEVELOPMENT REVIEW SUMMARY;" ARTICLE 10 "WORD USAGE," DIVISION 10.2 "DEFINITIONS" PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR REGULATIONS GOVERNING FIRE, SAFETY, ZONING OR PUBLIC HEALTH OR SANITATION; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

c. Conduct a public hearing concerning a request to approve a Special Use Permit (SUP) to allow the short-term rental use within the Suburban Residential (SR) Zoning District, located at 5111 Ashwood Drive, Baytown, Texas 77521.

At 7:28 P.M., Mayor Charles Johnson opened the public hearing regarding Item 4.c., request to approve a Special Use Permit (SUP).

Planning and Development Services Director Martin Scribner provided an overview regarding a request to allow the short-term rental use within the Suburban Residential (SR) Zoning District. (Exhibit B)

The Planning and Zoning Staff recommended approval for the special use permit request.

The Planning and Zoning Commission unanimously denied the special use permit request.

Council Members expressed their opinions, recommendations and clarification regarding the special use permit request to allow for the short-term rental.

Santeep Taal permit applicant, provided further explanation for current requirements in place to rent the property and willingness to accommodate further requests to implement on renters looking to rent the property.

James Kilburn, 5001 Ashwood Drive, expressed concerns about additional traffic and safety risks for children due to speeding on local roads. They recalled a previous Airbnb in the neighborhood associated with issues like gunshots, litter, and parties, leading to frequent police visits. They questioned the classification of short-term rentals, noting that these properties collect hotel occupancy tax and suggested that short-term rentals operate as businesses, seeking clarification on why hotels are considered businesses but short-term rentals might not be.

Kenan Schultz, 5008 Ashwood Drive, shared the neighborhood was a well-established area with long-time residents, many of whom are aging and passing homes down to their children. Noting that many houses are being sold and renovated, including their own, highlighting ongoing changes in the community. Mr. Schultz is concerned how the changes will impact the neighborhood.

Marie Drewnowski, 4705 Burning Tree Drive, President of the Country Club Oak Subdivision and Civic Association requested the denial of a special use permit for short-term rentals like Airbnb in their neighborhood. Citing deed restrictions that limit the area to single-family residences and prohibit business activities. The speaker emphasized the neighborhood is a close-knit community where residents know and support each other, and expressed concern that short-term rentals could disrupt this environment. Ms. Drewnowski requested Council Members to read the emailed concerns.

Kyle Rhodes, 5111 Glen Haven Drive, thanked the City Council for their service and expressed concern about not receiving the latest mailed notification for the agenda item despite living within the required 300-foot radius. They highlighted issues with the lack of regulations and enforcement for short-term rentals. The resident was confused about the classification of short-term rentals as commercial or residential uses, especially given the imposition of hotel taxes. Also noted parking concerns due to the large home size in an established, older neighborhood where such rentals were previously prohibited. The resident urged against retroactively legalizing existing unpermitted short-term rentals and suggested that permits for these should be revoked promptly.

Cecil Karrel, 5009 Interlachen Street, emphasized that their neighborhood is primarily residential, home to families and children who value the community. Having grown up in Baytown and experienced living elsewhere, he expressed a strong connection to the city. The main concern is that introducing business activities, such as short-term rentals, into a residential area disrupts the family-oriented nature of the neighborhood. Urging the Council to carefully consider these impacts when making decisions.

City Council Members expressed their recommendations and opinions regarding short-term rentals.

City Attorney Scott Lemond provided further details regarding the current laws related to Mr. Santeep Taal's special use permit request.

At 8:28 P.M., Mayor Charles Johnson closed the public hearing regarding Item 4.c., request to approve a Special Use Permit (SUP).

d. Consider an ordinance to approve a Special Use Permit (SUP) on an approximately 0.28-acre parcel located at 5111 Ashwood Drive, Baytown, Texas 77521, to allow short-term rental use in the Suburban Residential (SR) Zoning District.

City Council Members continued to share their personal experiences with rental properties and how this varies with current policies and procedures.

A motion was made Council Member Mike Lester and seconded by Council Member Laura Alvarado to approve Ordinance No. 16,335, with the five requirements originally set, to include background screening and will comply with future regulations as developed. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith and Council Member Mike Lester

Nays: Council Member James Franco

Others: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,335

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING A SPECIAL USE PERMIT (SUP) TO ALLOW FOR SHORT-TERM RENTAL USE IN THE SUBURBAN RESIDENTIAL (SR) ZONING DISTRICT, LOCATED AT 5111 ASHWOOD DRIVE, ON AN APPROXIMATELY 0.28 ACRE PARCEL, LEGALLY DESCRIBED LOT 5 BLOCK 16 COUNTRY CLUB OAKS SECTION 5, BAYTOWN, TEXAS 77521; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO SUCH PERMIT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

5. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a Chapter 212 Agreement between the City of Baytown and Wal-Mart Stores East, LP, including provisions for payments to the City.

Economic Development Manager Brian Moran provided an overview regarding the 212 Agreement with Wal-Mart Stores East, LP.

Representative Ted Sum from Walmart corporate office, provided a brief overview regarding the 212 Agreement with the City of Baytown.

General Manager Ronnie Jimenez with Walmart distribution center, expressed the positive impact the distribution center would have for the City of Baytown.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Ordinance No. 16,336, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,336

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 212 AGREEMENT WITH WAL-MART STORES EAST, LP; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution to resolve by settlement CenterPoint Energy Houston Electric, LLC's application for authorization to enter into a new Temporary Emergency Electric Energy Facilities ("TEEEF") lease.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3050, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

RESOLUTION NO. 3050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS AUTHORIZING SETTLEMENT OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S TEMPORARY EMERGENCY ELECTRIC ENERGY FACILITIES LEASES, PENDING BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS; MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- b. Consider a resolution accepting a petition for the establishment of the Bay Creek Public Improvement District No. 2 and setting a public hearing regarding the advisability of the proposed improvements.**

Mayor Charles Johnson announced this item was pulled by the developer for a future meeting.

7. DISCUSSIONS

- a. Receive and discuss a presentation on the proposed second phase of the Bay Creek residential development.**

Mayor Charles Johnson announced this item was pulled by the developer for a future meeting.

- b. Receive and discuss a presentation regarding the Cost Recovery Permit Fee Model.**

Planning and Development Director Martin Scribner, provided a presentation regarding the Cost Recovery Permit. (Exhibit B)

City Council Members expressed their opinions regarding the Permit Fee Model provided.

8. CONSENT

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Items 8.a., through Item 8.z., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

- a. Consider an ordinance authorizing a new Industrial District Agreement between the City of Baytown and Chambers County Logistics Terminal, LP Building 8.**

ORDINANCE NO. 16,337

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH CHAMBERS COUNTY LOGISTICS TERMINAL, LP (BUILDING 8); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- b. Consider an ordinance authorizing the rental of fifteen (15) vehicles from EAN Holdings, LLC., d/b/a Enterprise Rent-A-Car, through an interlocal agreement between Harris County and the City of Baytown, based on an award between Harris County and Enterprise Rent-A-Car.**

ORDINANCE NO. 16,338

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED, NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$198,000.00) TO EAN HOLDINGS, LLC D/B/A ENTERPRISE RENT-A-CAR, THROUGH AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH HARRIS COUNTY AUTHORIZED BY ORDINANCE 13,702, FOR THE RENTAL OF FIFTEEN (15) VEHICLES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance authorizing the award of the Annual Pharmaceutical and Medical Supply Contract to Bound Tree Medical, LLC.**

ORDINANCE NO. 16,339

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE AWARD OF THE ANNUAL PHARMACEUTICAL AND MEDICAL SUPPLY CONTRACT TO BOUND TREE MEDICAL, LLC THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #704-23, AND AUTHORIZING PAYMENT NOT TO EXCEED ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance authorizing a funding agreement for emergency protection services with Chambers County for a one-year term beginning January 1, 2026.**

ORDINANCE NO. 16,340

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A FUNDING AGREEMENT FOR EMERGENCY PROTECTION SERVICES WITH CHAMBERS COUNTY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- e. Consider an ordinance authorizing a three-year service agreement with PS Lightwave to provide leased internet connectivity for City Facilities through the TIPS cooperative contracts TIPS-220105 and TIPS-241001.**

ORDINANCE NO. 16,341

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT NOT TO EXCEED ONE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND 00/100 DOLLARS (\$157,284.00) PER YEAR FOR YEAR ONE OF A THREE-YEAR SERVICE AGREEMENT WITH PURE SPEED LIGHTWAVE TO PROVIDE LEASED FIBER AND INTERNET CONNECTIVITY SUPPORT FOR CITY FACILITIES THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT NO. 220105 & 241001; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- f. Consider an ordinance authorizing payment with UnitedHealthcare of Texas, Inc., as the carrier/administrator for the City of Baytown's medical claims.**

ORDINANCE NO. 16,342

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT TO UNITED HEALTHCARE OF TEXAS, INC., AS THE ADMINISTRATOR OF THE CITY OF BAYTOWN'S MEDICAL CLAIMS IN AN AMOUNT NOT TO EXCEED EIGHT-HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00); COVERING THE PERIOD JANUARY 1, 2026 - DECEMBER 31, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- g. Consider an ordinance authorizing the Collective Bargaining Agreement with Baytown Professional Firefighters Association, Local 1173.**

ORDINANCE NO. 16,343

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BAYTOWN, TEXAS, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1173; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- h. Consider an ordinance to enter into a policy amendment and authorize payment to Optum Health (Unimerica Insurance Company) for services as the carrier/administrator for the City of Baytown's 2026 benefit stop loss coverage.**

ORDINANCE NO. 16,344

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT OF AN AMOUNT NOT TO EXCEED TWO-MILLION, FORTY-THOUSAND DOLLARS (\$2,040,000.00) TO OPTUMHEALTH (UNIMERICA INSURANCE COMPANY) FOR SERVICES AS THE CARRIER/ADMINISTRATOR FOR THE CITY OF BAYTOWN'S BENEFIT STOP LOSS COVERAGE FOR THE PERIOD JANUARY 1, 2026 – DECEMBER 31, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- i. Consider an ordinance authorizing an agreement with Labor First, LLC, d/b/a Retiree First, for a Retiree Medicare Advantage Plan Insurance under the medical carrier UnitedHealthcare.**

ORDINANCE NO. 16,345

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT WITH LABOR FIRST, LLC, D/B/A RETIREE FIRST FOR RETIREE MEDICARE ADVANTAGE PLAN INSURANCE UNDER THE MEDICAL CARRIER UNITED HEALTHCARE FOR THE CALENDAR YEAR OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2026; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE-MILLION, FOUR-HUNDRED, ELEVEN THOUSAND, FIVE-HUNDRED, SEVENTY-FIVE AND NO/100 DOLLARS (\$1,051,575.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. Consider an ordinance authorizing a one year extension of the agreement with Randall B. Strong for the collection of delinquent taxes, payments in lieu of taxes, public improvement district assessments, and bankruptcy collections.**

ORDINANCE NO. 16,346

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A ONE YEAR EXTENSION OF THE AGREEMENT WITH RANDALL B. STRONG FOR THE COLLECTION OF DELINQUENT TAXES, PAYMENTS IN LIEU OF TAXES, PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS, AND BANKRUPTCY COLLECTIONS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF THE ADDITIONAL PENALTY PROMULGATED BY THE CITY COLLECTED PURSUANT TO THE TAX CODE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- k. Consider a resolution supporting an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Highway Safety Improvement Program (HSIP) Project.**

RESOLUTION NO. 3051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS REAFFIRMING ITS SUPPORT OF THE BAYTOWN TRICITY BEACH ROAD HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT; AUTHORIZING THE CITY MANGER, TO THE EXTENT AUTHORIZED BY LAW, TO ENTER INTO, AND THE CITY CLERK TO ATTEST TO, AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PROJECT; MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- l. Consider an ordinance authorizing the payment of an annual assessment to the Harris Central Appraisal District.**

ORDINANCE NO. 16,347

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF AN ANNUAL ASSESSMENT TO THE HARRIS CENTRAL APPRAISAL DISTRICT FOR APPRAISAL SERVICES FOR THE 2025 TAX YEAR IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED NINETY-EIGHT AND NO/100

DOLLARS (\$346,598.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- m. Consider an ordinance awarding the Annual Janitorial Services Contract for City of Baytown to Del Sol Group.**

ORDINANCE NO. 16,348

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDED THE ANNUAL JANITORIAL SERVICES CONTRACT TO DEL SOL GROUP; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN, IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED, NINETY-TWO THOUSAND, TWO-HUNDRED, SEVENTY-ONE DOLLARS (\$392,271.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- n. Consider an ordinance rejecting bids for the Removal and Repair of Derelict Pilings for Tabbs Bay, City of Baytown Project.**

ORDINANCE NO. 16,349

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REJECTING ANY AND ALL BIDS RECEIVED FOR THE REMOVAL AND REPAIR OF DERELICT PILINGS FOR TABBS BAY CITY OF BAYTOWN PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- o. Consider an ordinance to amend the Fiscal Year 2026 budget for encumbrances carried forward from Fiscal Year 2025, interfund transfers, capital projects, and contributions made to departments.**

ORDINANCE NO. 16,350

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2026 BUDGET FOR ENCUMBRANCES CARRIED FORWARD FROM FISCAL YEAR 2025 INTERFUND TRANSFERS, CAPITAL PROJECTS, AND CONTRIBUTIONS MADE TO DEPARTMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- p. Consider an ordinance authorizing the renewal of the Annual Hot Mix Contract to GMJ Materials, LLC.**

ORDINANCE NO. 16,351

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL HOT-MIX ASPHALT CONTRACT WITH GMJ MATERIALS, LLC AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED AND NO100 DOLLARS (\$139,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- q. Consider a resolution designating two authorized signatories for contractual documents and four authorized signatories for financial documents for all Texas General Land Office CDBG grant programs and awards.**

RESOLUTION NO. 3052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL AND FINANCIAL DOCUMENTS PERTAINING TO THE FOLLOWING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS: DISASTER RECOVERY (DR), DISASTER MITIGATION (MIT) AND DISASTER RECOVER REALLOCATION PROGRAM (DRRP), TEXAS GENERAL LAND OFFICE (GLO), CONTRACT NUMBERS 20-065-113-C310, 22-082-020-D258, 22-085-012-D240 AND 24-065-089- E765.

- r. Consider an ordinance approving the Annual Motor Oil & Grease Contract to Cleveland Mack Sales, Inc. dba Performance Truck.**

ORDINANCE NO. 16,352

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE AWARD OF AN ANNUAL MOTOR OIL & GREASE CONTRACT TO CLEVELAND MACK SALES, INC DBA PERFORMANCE TRUCK, THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #715-23, FOR THE PURCHASE OF BULK MOTOR OIL, AS WELL AS DRUMS AND QUART BOTTLES; AUTHORIZING PAYMENT NOT TO EXCEED ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$108,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- s. Consider an ordinance authorizing Change Order No. 4, which amends the Construction Manager-at- Risk contract for the Public Safety Facility Project, with Durotech, Inc. to close out the total cost for the Guaranteed Maximum Price.**

ORDINANCE NO. 16,353

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 4, WHICH AMENDS THE CONSTRUCTION MANAGER-AT-RISK CONTRACT FOR THE PUBLIC SAFETY FACILITY PROJECT, WITH DUROTECH, INC., WHICH REDUCES THE CONTRACT PRICE BY FOUR HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED EIGHTY-ONE AND 69/100 DOLLARS (\$444,281.69); AUTHORIZING THE CLOSEOUT OF THE GUARANTEED MAXIMUM PRICE OF THE CONSTRUCTION MANAGER-AT-RISK CONTRACT, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- t. Consider an ordinance authorizing Change Order No. 2 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.**

ORDINANCE NO. 16,354

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT OPERATIONS BUILDING PROJECT WITH TEGRITY CONTRACTORS, INC, IN AN AMOUNT OF FORTY-FOUR THOUSAND TWO HUNDRED FIFTY-FIVE AND 12/100 DOLLARS (\$44,255.12); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- u. Consider an ordinance approving the First Amendment to the Treated Water Supply Contract with Cedar Bayou Park Utility District.**

ORDINANCE NO. 16,355

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FIRST AMENDMENT TO THE TREATED WATER SUPPLY CONTRACT WITH CEDAR BAYOU PARK UTILITY DISTRICT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- v. Consider an ordinance authorizing Amendment No. 1 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, a McCarthy and Carollo Joint-Venture, for the Baytown Area Water Authority East Surface Water Plant Phase 2 Expansion Project to add a Guaranteed Maximum Price.**

ORDINANCE NO. 16,356

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 1 TO THE PROGRESSIVE DESIGN BUILD AGREEMENT WITH BAYTOWN WATERWORKS PARTNERS, A MCCARTHY BUILDING COMPANIES, INC., AND CAROLLO ENGINEERS, INC., JOINTVENTURE, FOR THE BAYTOWN AREA WATER AUTHORITY EAST SURFACE WATER TREATMENT PLANT PHASE 2 EXPANSION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- w. Consider an ordinance authorizing payment to Vector Controls, LLC, for the purchase and installation of a Blower and Above-Ground Air Pipe for the Central District Wastewater Treatment Plant using the TIPS Cooperative Purchasing Program.**

ORDINANCE NO. 16,357

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF TWO HUNDRED FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-FIVE AND 56/100 DOLLARS (\$242,385.56) TO VECTOR CONTROLS, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), FOR THE PURCHASE AND INSTALLATION OF A BLOWER AND ABOVE-GROUND AIR PIPE FOR THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- x. Consider an ordinance authorizing payment to Vector Controls, LLC, for the purchase and installation of replacement air piping for the blower system at Central District Wastewater Treatment Plant using the TIPS Cooperative Purchasing Program.**

ORDINANCE NO. 16,358

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF NINETY-SEVEN THOUSAND FOUR HUNDRED FORTY-SIX AND 67/100 DOLLARS (\$97,446.67) TO VECTOR CONTROLS, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT AIR PIPING FOR THE BLOWER SYSTEM AT THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- y. **Consider an ordinance authorizing payment to Voda, Inc. for a Risk Modeling Analysis for predicting water main failures through artificial intelligence using the Sourcewell Cooperative Purchasing Program.**

ORDINANCE NO. 16,359

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF NINETY-FOUR THOUSAND, FIVE-HUNDRED DOLLARS (\$94,500.00) TO VODA, INC, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM, FOR A RISK MODELING ANALYSIS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT TO PREDICT WATER MAIN FAILURES THROUGH ARTIFICIAL INTELLIGENCE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- z. **Consider an ordinance awarding a construction contract to LEM Construction Company, Inc., for the IH-10 Lift Station Rehabilitation Project.**

ORDINANCE NO. 16,360

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF LEM CONSTRUCTION COMPANY, INC, FOR THE IH-10 LIFT STATION REHABILITATION PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH LEM CONSTRUCTION COMPANY, INC, FOR THE IH-10 LIFT STATION REHABILITATION PROJECT; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SEVEN MILLION FOUR HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS (\$7,452,568.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. APPOINTMENTS

- a. **Consider two (2) City Manager appointments to the Civil Service Commission.**

City Manager Jason Reynolds announced to the City Council the provided nominees as listed below.

Name	District	Appointment
Dave Jirrels	At-Large	Re-appointment
Kaitlyn Powell	At-Large	Appointment

A motion was made by Council Member Laura Alvarado and seconded by Council Member James Franco to approve Resolution No. 3053, for the appointments to the Civil Service Commission. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

RESOLUTION NO. 3053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING TWO (2) MEMBERS, DAVE JIRRELS AND KAITLYN POWELL TO THE BAYTOWN CIVIL SERVICE COMMISSION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution authorizing five (5) appointments to the Planning and Zoning Commission.

Director of Planning and Development Martin Scribner provided the below listed nominees.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Laura Alvarado to approve nominee Tammi Scott, as a new appointment to the Planning and Zoning Commission. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

A motion was made by Council Member Laura Alvarado and seconded by Council Member Mike Lester to approve the reappointment of Agustin Loreda to the Planning and Zoning Commission. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

A motion was made by Council Member Kenrick Griffith with no second motion to approve appointment of nominee Jeff Walters to the Planning and Zoning Commission. The vote failed.

Name	District	Current Term	Status
Agustin Loreda	District 1 At-Large	1/1/2024 - 12/31/2025	Re-appointed
Tracey S. Wheeler	District 3 At-Large	1/1/2024 - 12/31/2025	Holdover
Fredrick Harlow	District 5 At-Large	1/1/2024 - 12/31/2025	Holdover
Oscar Chapa	At-Large	1/1/2024 - 12/31/2025	Holdover
Tammi Scott	Mayor 1 At-Large	1/1/2024 - 12/31/2025	Re-appointed

RESOLUTION NO. 3054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING AUGUSTIN LOREDO AND TAMMI SCOTT TO THE PLANNING AND ZONING COMMISSION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider a resolution authorizing six (6) appointments to the Community Development Advisory Committee.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3055, of the appointments to the Community Development Advisory Committee. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

Name	District	Current Term	Status
Antonio P. Hinojosa	District 1	1/1/2024 - 12/31/2025	Holdover
Roberto Diaz	District 2	1/1/2024 - 12/31/2025	Holdover
Anita Nichols	District 3	1/1/2024 - 12/31/2025	Re-appointment
Kim Boeker	District 4	1/1/2024 - 12/31/2025	Re-appointment
Vacant	District 5	1/1/2024 - 12/31/2025	Extension
Rhoda Brown	At-Large	1/1/2025 - 12/31/2026	New-appointment

RESOLUTION NO. 3055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING KIM BOEKER, RHODA BROWN, AND ANITA NICHOLS TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider the Mayor's appointment of one (1) representative and one (1) alternate to the 2026 Transportation Policy Council and one (1) representative and one (1) alternate to the 2026 Technical Advisory Committee.

Mayor Charles Johnson expressed appreciation to Mayor Pro Tem Jacob Powell and City Manager Jason Reynolds for their representation on the Technical Advisory Committee. Mayor Johnson nominated himself and Council Member Kenrick Griffith to the Transportation Policy Council.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Resolution No. 3056, of the below listed appointments to the 2026 Transportation Policy Council and 2026 Technical Advisory Committee. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

Name	Committee/Council	Status
Jacob Powell	Transportation Policy Council	Re-appointed
Jason Reynolds	Transportation Policy Council	Holdover
Charles Johnson	Technical Advisory Committee	Holdover
Kenrick Griffith	Technical Advisory Committee	Holdover

RESOLUTION NO. 3056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DESIGNATING THE CITY OF BAYTOWN'S REPRESENTATIVES AND ALTERNATES TO THE TRANSPORTATION POLICY COUNCIL AND THE TRANSPORTATION ADVISORY COMMITTEE OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider a resolution casting the City of Baytown's ballot for the election of a representative to serve on the Board of Directors of the Harris Central Appraisal District.

City Attorney Scott Lemond provided a brief summary regarding the candidate's backgrounds provided by requested counties.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3057, to split votes for the below listed appointments to the Board of Directors of the Harris Central Appraisal District. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

Name	Board	Status
Martina Lemond Dixon	HARRIS CENTRAL APPRAISAL DISTRICT	Nominate
Melissa Noriega	HARRIS CENTRAL APPRAISAL DISTRICT	Nominate

RESOLUTION NO. 3057

A RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF BAYTOWN BALLOT CASTING ITS VOTE TO APPOINT DIRECTORS TO THE HARRIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

f. Consider a resolution casting the City of Baytown's ballot for the election of a representative to serve on the Board of Directors of the Chambers County Appraisal District.

City Attorney Scott Lemond provided a brief summary regarding the candidate's backgrounds provided by requested counties.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3058, to split votes for the below listed appointments to the Board of Directors of the Chambers County Appraisal District. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Others: Council Member Sarah Graham (Absent)

Approved

Name	Board	Status
Joe Crumpler	Chambers County Appraisal District	Nominate
John Iles	Chambers County Appraisal District	Nominate
Laurie Payton	Chambers County Appraisal District	Nominate
Joey Presnall	Chambers County Appraisal District	Nominate
Alicia Turner	Chambers County Appraisal District	Nominate
Everett Williams	Chambers County Appraisal District	Nominate

RESOLUTION NO. 3058

A RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF BAYTOWN BALLOT CASTING ITS VOTE TO APPOINT DIRECTORS TO THE CHAMBERS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

10. MANAGER'S REPORT

City Manager Jason Reynolds presented the Manager's Report:

- The Police Department was recently recognized at the 2025 Southeast Texas Law Enforcement Awards for its strong commitment to traffic safety. Between September 2024 and September 2025, our officers made 342 DWI arrests.
- Officer Eric Schwausch received the MADD Enforcement Hero Award for leading the department with 131 DWI arrests—an honor he has earned almost every year.
- Officer Christopher Calhoun received the Outstanding Service Award for his work in DWI enforcement and prevention, with 52 DWI arrests while maintaining a full patrol schedule. He is also one of only 60 Drug Recognition Experts in the state and serves as a DRE Instructor, helping train officers statewide.
- The 77th Annual Baytown Christmas Parade was held on December 4 with the theme “Boots, Bells & Holiday Yells – A True Texas Christmas.” Despite the chances of bad weather, the parade was a great success, featuring 121 total entries, 226 vehicles, and 1,735 walkers. We extend a special thank-you to all City departments and partners whose support was essential in making this year's parade safe, smooth, and truly memorable.
- The 2025 Baytown GeoTour Community Celebration demonstrated geocaching's value as a tourism driver for Baytown. This travel-based hobby brings participants into the city to explore parks, landmarks, and local businesses as part of the GeoTour experience. The Brunson Visitor Center was filled with geocachers from cities like College Station, Spring, Clear Lake, Orange, Missouri City and many more. Special thanks to “Baytown Bert” for co-hosting and for their continued support.
- Are your kids at home with nothing to do? Do you have last minute holiday shopping? Then... Shelf your Elf! Your kids get a day of fun and you get a day to get things done! The Eddie V. Gray Wetlands Center Staff and EPIC club members are hosting two Parents Day Out events at the Wetlands Center on December 22 and 23 from 10am-4pm each day. The cost per child per day is \$30. Activities include animal encounters, crafts, and holiday themed STEM games! Registration closes on December 18th.
- This year marked the twenty sixth year of the City of Baytown's Angel Tree, and the spirit of giving shone brighter than ever. Together, we provided 152 gifts to children from four elementary schools, a child care center that supports low income families, and at-risk students in GCCISD junior highs and high schools. The kindness of staff across the city made all of this possible, bringing joy, comfort, and a sense of community to children who needed it most. A big thank you to everyone who participated and made this a great success!

11. COUNCIL MEMBER DISTRICT REPORT

- a. Receive a report from Council Member Jacob Powell regarding projects, programs and events in District No. 5.**

Mayor Pro Tem Jacob Powell reported the current projects, programs and events of District 5:

- Planning & Development
 - We're seeing exciting progress on several new businesses in District 5, with the following locations under inspection:
 - Milano Nail Spa (8535 N SH 146)
 - New Apartment Complex (10235 Cedar Crossing)
 - Swift Sjolander Fuel Station (8000 E IH 10)
 - Jindal Pipe's New ERW Building (1411 S FM 565)
 - Plaza Shops at Baytown (3318 North Main St)
 - Swift 146 Fuel Station (5823 N SH 146)
 - Baytown 10 Commerce Center (9120 E IH 10)
 - The street rehabilitation project at 7103 Shoshoni Street is moving along well and is nearing completion.
- Public Works and Engineering
 - The private lift station located at the Texaco location has been taken offline following the completion of the Chambers Common Lift Station.
 - Contractors working on the SCADA Package 1 project are currently forming and pouring equipment pads at the following lift stations: Tompkins, Cedar Landing, Staples, and Cedar Bayou in preparation for control panel installation.
- Parks & Recreation
 - The 2025 Turkey Trot took place on November 22 at Jenkins Park. Even with the rainy weather, the event brought out nearly 400 participants for the 1K and 5K runs. We were joined by several community partners—including Goose Creek ISD, Lyte Fiber, Pirates Bay, Fitness Connection, and Tom's Traveling Coffee—whose support helped create a strong and engaging community event. Thank you to everyone who helped make this event a success!
- A thank you to Public Affairs Thomas Reeves for his periodic meetings with Union Pacific and discussions for realizing information to the City of Baytown regarding the rail road crossings.

12. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney on legal matters including, but not limited to, pending or contemplated litigation.

b. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

c. Recess into and conduct an executive session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

At 9:29 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071, 551.087 and/or 551.072 of the Texas Government Code to seek, the advice of the City Attorney for pending or contemplated litigation and/or to discuss economic development negotiations.

At 12:08 A.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

13. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the December 12, 2025 Regular City Council Meeting at 12:08 A.M.

Angela Jackson, City Clerk

DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN**

January 08, 2026

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, January 08, 2026 at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Jacob Powell	Mayor Pro Tem
Laura Alvarado	Council Member
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
 Charles Johnson	 Mayor
 Jason Reynolds	 City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the January 08, 2026 Regular City Council Meeting with a quorum present at 6:39 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Mike Lester.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Crystal De Leon Sarmiento, 6531 Sam Rayburn Drive, Manvel, a Council Member of Manville, Texas and candidate for Congress, introduced herself briefly during the meeting and expressed interest for the community to get to know her as well as to getting to know the community. Ms. Sarmiento thanked the attendees for all their efforts.

Aiden Ramirez, 12110 Meandering Stream Drive, spoke as a member of Students for Safe Schools (formerly Baytown Student Safety Committee), expressing concerns about school safety following a recent incident. He noted increased awareness among students and parents and called for support and change. He also thanked the Council Members and the Chief of Police for attending recent meetings.

Mayor Charles Johnson informed the City Council and Staff they would be taking Items 4.b., and 4.c., together before Item 2., Proposed Ordinances.

2. PROPOSED ORDINANCES

a. **Consider an ordinance amending Chapter 86 “Solid Waste,” Article IV “Private Collection Vehicles” of the Code of Ordinances, Baytown, Texas to revise the definition as “Commercial Solid Waste Collection”, and implement changes to the Code of Ordinances.**

Public Works and Engineering Director Frank Simoneux provided an overview regarding amending Chapter 86. (Exhibit A)

Council Member Mike Lester requested clarification regarding the amendments.

City Attorney Scott Lemond provided legal clarification of Article IV regarding amendments.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Jacob Powell to approve Ordinance No. 16,361, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

ORDINANCE NO. 16,361

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 86 “SOLID WASTE,” ARTICLE III “COMMERCIAL SOLID WASTE,” DIVISION 1 “GENERALLY” OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS TO, FOR CONSISTENCY, SUBSTITUTE THE PHRASE “COMMERCIAL SOLID WASTE” FOR “COMMERCIAL WASTE;” AMENDING CHAPTER 86 “SOLID WASTE,” ARTICLE IV “PRIVATE COLLECTION VEHICLES,” DIVISION 1 “GENERALLY” OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS TO, FOR CONSISTENCY, SUBSTITUTE THE PHRASE “COMMERCIAL SOLID WASTE” FOR “COMMERCIAL WASTE,” ADD A DEFINITION OF ROLL-OFF CONTAINER, SUBSTITUTE THE PHRASE “GROSS RECEIPTS FRANCHISE FEE” FOR “GROSS RECEIPTS TAX” AND PROVIDE NEW PAYMENT, REPORTING, AND AUDITING REQUIREMENTS; AMENDING CHAPTER 86 “SOLID WASTE,” ARTICLE IV “PRIVATE COLLECTION VEHICLES,” DIVISION 2 “PERMIT,” OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS TO MAKE UNLAWFUL THE HIRING OF A PERSON WHO DOES NOT HAVE A VALID WASTE-COLLECTION PERMIT, RENUMBER PARAGRAPHS, AND MAKE UNLAWFUL THE FAILURE TO

DISPLAY A CITY-ISSUED PERMIT DECAL; CONTAINING A
SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION
AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing the City of Baytown to enter into an agreement with Barker Rinker Seacat Architecture P.C. for architectural services related to the Exxon Mobil Baytown Events Center and Sterling Municipal Library Renovation.

City Manager Jason Reynolds, gave a presentation regarding the Event Center. (Exhibit B)

Council Members shared their opinions and recommendations regarding the continuation of the Exxon Mobil Baytown Events Center.

Assistant City Manager Brant Gary provided a brief summary regarding the Event Center and introduced Gary Crouse.

Gary Crouse with Graham Associates, continued their presentation regarding the options available for consideration of the Event Center.

Council Members requested clarification regarding the feasibility processes and timelines of potential completion.

Kevin Armstrong with BRS Architecture provided further clarification regarding the project's development timeframes and processes.

June Stansky, 4601 Driftwood Drive, expressed her concerns and opinions regarding the Exxon Mobil Baytown Event Center and the effects it will have on the City of Baytown.

Desiree Klaus, 7026 Bluestar Lane, provided her input regarding the impact the Event Center would potentially have on small businesses of Baytown.

Joseph Fallin, 170 North Burnett Drive, shared his recommendations regarding the needs of the City of Baytown and its residents when considering this project and funding.

City Council Members expressed their recommendations and clarity of specific requirements for the Event Center to move forward.

City Manager Jason Reynolds further clarified with an agreement regarding the funding inquiries.

Council Members provided their suggestions regarding the Exxon Mobil Baytown Events Center.

A motion was made by Council Member Kenrick Griffith, with no second motion to approve tabling Item 2.b for further discussion; the motion did not receive a second.

Mayor Charles Johnson called three more times for a second. The motion failed.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Jacob Powell to approve Ordinance No. 16,362, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member James Franco and Council Member Mike Lester

Nays: Council Member Kenrick Griffith

Approved

ORDINANCE NO. 16,362

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN AGREEMENT WITH BARKER RINKER SEACAT ARCHITECTURE P.C. FOR ARCHITECTURAL SERVICES RELATED TO THE EXXON MOBIL BAYTOWN EVENTS CENTER AND STERLING MUNICIPAL LIBRARY RENOVATION; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FIVE-MILLION, NINETY-NINE THOUSAND, EIGHT-HUNDRED, FIVE DOLLARS (\$5,099,805.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. DISCUSSIONS

a. Receive and discuss a presentation on the proposed second phase of the Bay Creek residential development.

Economic Development Manager Brian Moran introduced a presenter for Castle Rock Community.

The presenter provided a presentation of the Bay Creek second phase development. (Exhibit C)

City Council Members expressed their appreciation for the development and look forward to the next phase.

4. PROPOSED RESOLUTIONS

a. Consider a resolution accepting a petition for the establishment of the Bay Creek Public Improvement District No. 2 and setting a public hearing regarding the advisability of the proposed improvements.

Economic Development Manager Brian Moran provided a brief summary regarding the Bay Creek improvement resolution.

A motion was made by Council Member Laura Alvarado and seconded by Council Member James Franco to approve Resolution No. 3061, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

RESOLUTION NO. 3061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A PETITION FOR THE ESTABLISHMENT OF THE BAY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2; SETTING A PUBLIC HEARING REGARDING THE ADVISABILITY OF THE PROPOSED IMPROVEMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Mike Lester to approve Resolution No. 3059 and 3060, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

b. Consider a resolution authorizing the retirement and transfer of Police Service Dog K-9 Enzo to his handler, Officer Cody Dodson, pursuant to Texas Government Code Chapter 614, Subchapter L.

Mayor Charles Johnson announced this item was pulled and taken before Item. 2.a.

RESOLUTION NO. 3059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, A RESOLUTION AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE SERVICE DOG K-9 ENZO TO HIS HANDLER, OFFICER CODY DODSON, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 614, SUBCHAPTER L.

c. Consider a resolution authorizing the retirement and transfer of Police Service Dog K-9 Big to his handler, Officer Jeff Spencer, pursuant to Texas Government Code Chapter 614, Subchapter L.

Mayor Charles Johnson announced this item was pulled and taken before Item. 2.a.

RESOLUTION NO. 3060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, A RESOLUTION AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE SERVICE DOG K-9 BIG TO HIS HANDLER, OFFICER JEFFREY SPENCER, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 614, SUBCHAPTER L.

5. CONSENT

City Attorney Scott Lemond informed the City Council Members Item 5.h. had a grammar correction reading resolution and should read as an ordinance.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Jacob Powell to approve Items 5.a., through Item 5.o., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

a. Consider an ordinance authorizing a new Industrial District Agreement between the City of Baytown and Rubiales Consulting, Inc.

ORDINANCE NO. 16,363

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE RENEWAL OR EXTENSION OF THE INDUSTRIAL DISTRICT AGREEMENT WITH RUBIALES CONSULTING, INC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a new Industrial District Agreement between the City of Baytown and Blue Tide Baytown, LLC (formerly Blue Tide Environmental, LLC and Topsail Energy Baytown, LLC).

ORDINANCE NO. 16,364

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTION THEY MAYOR TO EXECUTE ANDC THE CITY CLERK TO ATTEST TO THE RENEWAL OR EXTENSION OF THE INDUSTRIAL DISTRICT AGREEMENT WITH BLUE TIDE BAYTOWN, LLC FORMERLY

BLUE TIDE ENVIRONMENTAL, LLC AND TOPSAIL ENERGY BAYTOWN, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance authorizing a new Industrial District Agreement between the City of Baytown and Vinmar Properties, Ltd.**

ORDINANCE NO. 16,365

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE RENEWAL OR EXTENSION OF THE INDUSTRIAL DISTRICT AGREEMENT WITH VINMAR PROPERTIES, LTD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance authorizing a new Industrial District Agreement between the City of Baytown and Hunting Energy Services, LLC.**

ORDINANCE NO. 16,366

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE RENEWAL OR EXTENSION OF THE INDUSTRIAL DISTRICT AGREEMENT WITH HUNTING ENERGY SERVICES, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- e. Consider an ordinance accepting a final payment from Philippians 2:3 for the 2024-2025 season annual reconciliation.**

ORDINANCE NO. 16,367

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A FINAL PAYMENT FROM PHILIPPIANS 2:3 CONSULTING IN THE AMOUNT OF EIGHT-HUNDRED, THIRTY-EIGHT THOUSAND, THREE HUNDRED, SEVENTY-NINE DOLLARS AND 75/100 (\$838,379.75) FOR THE 2024-2025 SEASON ANNUAL RECONCILIATION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- f. Consider an ordinance transferring unencumbered appropriations in the Fiscal Year 2024-25 Adopted Budget to cover budget overruns in the General Fund, Capital Project Funds, and Special Revenue Funds.**

ORDINANCE NO. 16,368

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDMENT TO THE CITY OF BAYTOWN'S FISCAL YEAR 2024-25 BUDGET TO AUTHORIZE TRANSFERS OF UNENCUMBERED APPROPRIATIONS TO COVER BUDGET OVERRUNS IN THE GENERAL FUND, CAPITAL PROJECT FUNDS, AND SPECIAL REVENUE FUNDS, AND TRANSFERS OF UNENCUMBERED APPROPRIATIONS FROM THE GENERAL FUND TO THE AQUATICS FUND, SANITATION FUND, INTERNAL SERVICE FUND, AND MEDICAL BENEFITS FUND; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- g. Consider a resolution authorizing the City Manager to accept an award resulting from an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2025 Port Security Grant Program on behalf of the Baytown Fire Department.**

RESOLUTION NO. 3062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2025 PORT SECURITY GRANT ON BEHALF OF THE BAYTOWN FIRE DEPARTMENT TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM, IN THE AMOUNT OF FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$45,750.00); AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- h. Consider an ordinance authorizing the City Manager to execute the 9th Amended and Restated Interlocal Agreement for funding from the Houston Ship Channel Security District on behalf of the City of Baytown Fire Department.**

ORDINANCE NO. 16,369

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE NINTH (9TH) AMENDED AND

RESTATED INTERLOCAL AGREEMENT WITH THE HOUSTON SHIP CHANNEL DISTRICT AS PROVIDED IN THE ATTACHED AGREEMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- i. **Consider an ordinance authorizing the purchase of auto parts from O'Reilly Auto Parts, using the cooperative agreement from The Interlocal Purchasing System (TIPS), Contract 230604.**

ORDINANCE NO. 16,370

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT NOT TO EXCEED TWO HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$295,000.00) TO O'REILLY AUTO ENTERPRISES, LLC, FOR AUTO PARTS AND SUPPLIES THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT NO. 230604; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. **Consider an ordinance authorizing the purchase of auto parts from XL Auto Parts, using the interlocal BuyBoard Contract 715-23.**

ORDINANCE NO. 16,371

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE AWARD OF AN ANNUAL AUTO PARTS AND SUPPLIES CONTRACT TO XL AUTO PARTS LLC, THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #715-23, FOR THE PURCHASE OF NEW AND REPLACEMENT AUTOMOTIVE PARTS AND SUPPLIES, AND AUTHORIZING PAYMENT NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- k. **Consider authorizing a Memorandum of Understanding (MOU) between Galveston County, the United States Drug Enforcement Administration (DEA) acting on behalf of various law enforcement agencies, including Baytown Police Department (BPA), and a DEA Analyst.**

ORDINANCE NO. 16,372

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF GALVESTON AND THE UNITED STATES DRUG

ENFORCEMENT ADMINISTRATION ACTING BEHALF OF THEIR VARIOUS LAW ENFORCEMENT AGENCIES AND JEAN LAQUE TO PROVIDE ANALYST SERVICES AS PROVIDED IN THE ATTACHED AGREEMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- l. Consider an ordinance authorizing payment to the Texas Commission on Environmental Quality for the City of Baytown's annual water system fee.**

ORDINANCE NO. 16,373

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE AMOUNT OF NINETY-ONE THOUSAND, NINE-HUNDRED, TWENTY-ONE AND 55/100 DOLLARS (\$91,921.55) TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE CITY OF BAYTOWN'S ANNUAL WATER SYSTEM FEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- m. Consider an ordinance authorizing the purchase of construction services for the renovation of the Environmental Health Department (Building 3) Project from BuyBoard Contractor Brown and Root Industrial Services, LLC, for plumbing and electrical services.**

ORDINANCE NO. 16,374

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE AMOUNT OF FIVE HUNDRED TEN THOUSAND THREE HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$510,366.00) TO BROWN AND ROOT INDUSTRIAL SERVICES, LLC FOR THE PURCHASE OF CONSTRUCTION SERVICES FOR THE RENOVATION OF THE ENVIRONMENTAL HEALTH DEPARTMENT (BUILDING 3) PROJECT FOR PLUMBING AND ELECTRICAL SERVICES THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), CONTRACT #728-24; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- n. Consider an ordinance authorizing payment to Front Line Mobile Health, PLLC for Annual Medical Evaluation services for the Fire Department.**

ORDINANCE NO. 16,375

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FRONT LINE MOBILE HEALTH, PLLC FOR ANNUAL MEDICAL EVALUATION SERVICES FOR THE FIRE

DEPARTMENT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$102,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- o. Consider a resolution approving the issuance of \$1,350,000 Unlimited Tax Road Bonds, Series 2025 by Harris County Municipal Utility District 213-B as meeting the requirements of Section 98-703(17) of the Code of Ordinances, Baytown, Texas.**

RESOLUTION NO. 3063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING ISSUANCE OF ONE-MILLION, THREE-HUNDRED, FIFTY THOUSAND DOLLARS (\$1,350,000.00) UNLIMITED TAX ROAD BONDS, SERIES 2025 BY HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-B, AS MEETING THE REQUIREMENTS OF SECTION 98-703(17) OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. MANAGER'S REPORT

City Manager Jason Reynolds presented the Manager's Report:

- The City of Baytown Parks, Recreation, and Tourism Department recently earned several awards:
 - Texas Recreation and Parks Society (TRAPS) Maintenance of the Year Award for the solar lighting project.
 - 2025 Aquatics Photography Award for the photo titled "A Worry-Free Day at Pirates Bay".
 - Certificate of Recognition from the Houston-Galveston Area Council (HGAC) Parks and Natural Area Awards, received in collaboration with the Emergency Management team in the On-the-Ground Project category for the Jenkins/Holloway Perfect Trail Improvement Project.
 - Honorable Mention Recognition from HGAC Parks and Natural Area Awards in the programming category for the City of Baytown and Goose Creek Consolidated Independent School District (GCCISD) Nature Education Programs.
- Congratulations to the department on these achievements and thank you for all that you do!
- Congratulations to Steven Bradford from Public Works & Engineering Department on recently earning his commercial driver's license. Great job Steven – keep up the good work!

7. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Mike Lester regarding projects, programs and events in District No. 6.

Council Member Mike Lester reported the current projects, programs and events of District 6:

- The Storm Water Maintenance crews are flushing drainage pipes in District 6 and addressing a cave-in at 1204 Parkway Drive.
- Tabbs Bay Disc Golf Fun Fact: Players tracked on the U Disc app have logged nearly 500,000 steps since December (114,600 per week on average), and actual use is likely even higher—making the free course an easy, active way to support New Year's fitness goals.

Mayor Charles Johnson took a moment of privilege to acknowledge the efforts the library team has made to provide citizens with amazing customer service and appreciates everything the library staff has done to make this vision possible.

8. EXECUTIVE SESSION

Brandon Terry, 8011 Sugar Cane Drive, addressed the City Council with concerns for accountability of City Staff and City Council Members for actions taken regarding prior projects of the City and pending legality concerns.

a. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the Municipal Court Judge selection process.

b. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the City Manager.

c. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

At 9:06 P.M., Mayor Charles Johnson recessed and convened into an Executive Session pursuant to Section 551.074, 551.071, 551.072 and / or 551.087 of the Texas Government Code to discuss personnel matters regarding the Municipal Court Judge selection process, the City Manager, and seek the advice of the City Attorney for pending or contemplated litigation and/or to discuss economic development negotiations.

At 10:24 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

13. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the January 08, 2026 Regular City Council Meeting at 10:24 P.M.

Angela Jackson, City Clerk

DRAFT
**MINUTES OF THE WORK SESSION OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN**

January 08, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, January 08, 2026, at 5:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Jacob Powell	Mayor Pro Tem
Laura Alvarado	Council Member
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
 Charles Johnson	 Mayor
 Jason Reynolds	 City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the January 08, 2026 City Council Work Session with a quorum present at 5:33 P.M. All members were present with the exception of Council Member Laura Alvarado who was absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Receive a presentation from the Utility Billing (CIT) Continuous Improvement Team.

Executive Officer of Strategic Services Jaime Eustace, provided a presentation regarding the improvement updates regarding CIT. (Exhibit A)

Council Member Laura Alvarado entered the meeting at 5:37 P.M.

City Council Members expressed their appreciation for all the work the Continuous Improvement Team put in making this presentation and provided their opinions and recommendations for discussed policy and process considerations focusing on the listed items.

- Adding deposit fee to first bill
- Placing a cap on payment plans
- Adjusting reconnection services to the next business day.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the January 08, 2026, City Council Work Session at 6:18 P.M.

Angela Jackson, City Clerk
City of Baytown



CITY COUNCIL MEETING

4. a.

Meeting Date: 02/12/2026

Subject: Zoning Map Amendment from Open Space/Recreation (OR) to General Commercial (GC) at 9900 East Interstate 10

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Tim Chi, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 6.59 acres of land located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523, from the Open Space/Recreation (OR) to the General Commercial (GC) zoning district.

PREFACE

The applicant is requesting to rezone approximately 6.59 acres of land located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523. The property is legally described as Chad & Ryan Minor Plat Lot 2 The Trux Store and Chad & Ryan Minor Plat Lot 1. The request is to change the zoning from Open Space/Recreation (OR) to General Commercial (GC) to facilitate potential expansion to the existing business, which specializes in the sale of truck parts and accessories.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

This item has no fiscal impact at this time.

Attachments

Application and Supporting Documents

Proposed Zoning Map

Current Zoning Map

Vicinity Map

FLUM

Staff Report



ZONING MAP AMENDMENT APPLICATION CITY OF BAYTOWN

App Date: 11/16/2025
Plan Number: ZP25110116

Description: Rezone from Open Space/Recreation (OR) to General Commercial (GC)

Parcel(s): 56697 & 56698

Applicant

Morgan Myers
Carnes Designs
PO Box 668
Mont Belview, TX 77580
Phone: (281) 385-1200

Owner

Chad Fitzgerald
Phone: (832) 784-8789

Property

Legal Description property located on the south side of East Freeway/Interstate 10 E. and approximately 0.46 miles west of N. State Highway 146, at 9900 E. Interstate 10, Baytown, Texas 77523, legally described as Chad & Ryan Minor Plat Lot 2 The Trux Store and Chad & Ryan Minor Plat Lot 1

Acres 6.59

Zoning

Current Zoning: Open Space/Recreation (OR)
Proposed Zoning: General Commercial (GC)

Use

Current Use Type Commercial
Specific Current Use The Trux Super Store
Proposed Use Type Potential expansion to the existing business
Specific Proposed Use Retail truck accessories and parts

Applicant Statement

- 1. Explain how the proposed map amendment complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**

The applicant is requesting the rezoning of a 6.59-acre tract of property on I-10 located west of SH 146 on the south feeder road. The applicant has been operating their business, Trux Superstore, on this property since 2018. The applicant is proposing a new building to be built on this site. The existing building was under construction during the time that the city annexed the property as OR zoning. The



ZONING MAP AMENDMENT APPLICATION CITY OF BAYTOWN

city's future land use has this property slated as commercial use and by rezoning to GC would bring the property into compliance with the ULDC.

2. Explain how the proposed map amendment conforms to any associated prior approval for the development.

The building was under construction when the city annexed the property. The zoning amendment will bring the property into a confirming zoning use.

3. Explain how the proposed map amendment is consistent with the Comprehensive Plan and other adopted plans of the City.

The surrounding property is zoned GC and the city's future land use is for this area to be commercial development. Thus rezoning will bring this property into conformance with the city's comprehensive plan.

4. Explain how the proposed map amendment promotes the purposes of the ULDC.

The surrounding property is zoned GC and rezoning from OR to GC would align with the city's future land use of commercial development.

5. Explain how the proposed map amendment provides adequate infrastructure.

The infrastructure is already in place for the existing building and the new building will utilize the existing infrastructure and expand it as necessary to confirm with the city's permit requirements.

6. Explain how the proposed map amendment is compatible with the surrounding area.

The surrounding property is zoned GC .

7. Explain how the proposed map amendment advances normal and orderly development and improvement of the surrounding properties.

Rezoning to GC would align with the surrounding property zoning of GC and align with the city's future land use.

8. Explain the changed conditions on the subject property or its vicinity.

The property was under construction as commercial use when it was annexed by the city. The city annexed the property as OR zoning making it a non-conforming use. Rezoning to GC would bring the property in compliance with the ULDC goals and the city's future land use.

9. Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.

The amendment would bring the existing building into compliance with the ULDC and allow the building of a new commercial building in accordance with the city's future land use.



ZONING MAP AMENDMENT APPLICATION CITY OF BAYTOWN

10. Addresses community need.

The I-10 corridor primarily consists of commercial businesses. The new building will add additional employment from the surrounding areas. The amendment will also bring the current non-conforming property into compliance with the ULDC.

— Roads

ULDC Zones

- FC
- GC
- HI
- LI
- OR
- SR
- UR

Parcel: 56697

Parcel: 56698



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the QGIS User Community



Zoning Map Amendment

Proposed Zoning Map

9900 E IH 10

Approx. 6.59 acres

0 0.04 0.08 0.12 0.16 Miles

The City of Baytown makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

Date: 12/19/2025

ULDC Zones

- FC
- GC
- HI
- LI
- OR
- SR
- UR

Parcel: 56697

Parcel: 56698



SUBJECT
PROPERTIES

Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the QGIS User Community



Zoning Map Amendment

Current Zoning Map

9900 E IH 10

Approx. 6.59 acres

0 0.04 0.08 0.12 0.16 Miles

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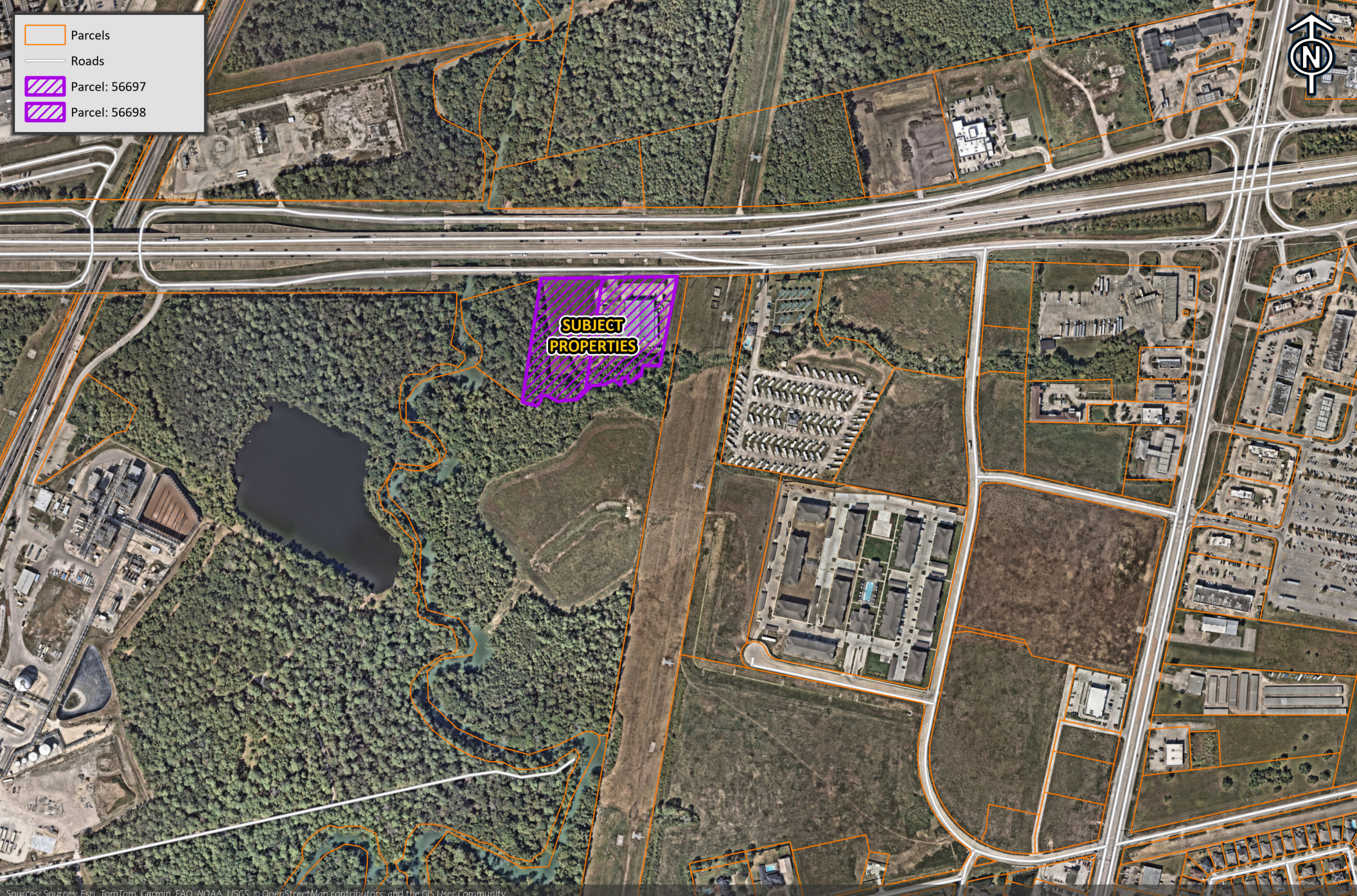
Date: 12/19/2025

Parcels

Roads

Parcel: 56697

Parcel: 56698



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Zoning Map Amendment

Vicinity Map
9900 E IH 10
Approx. 6.59 acres



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Date: 12/19/2025

Parcels

FLU

Industrial

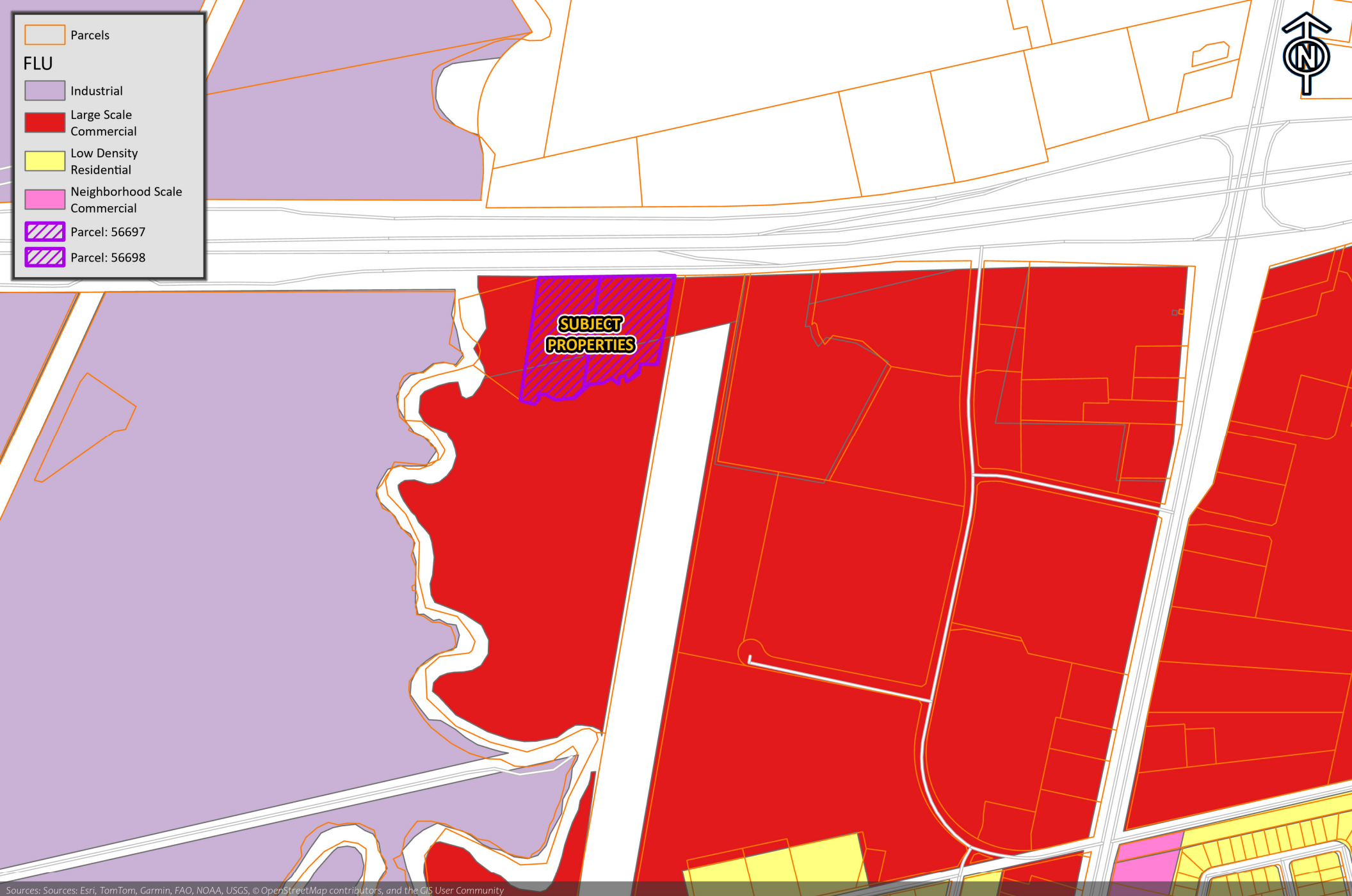
Large Scale Commercial

Low Density Residential

Neighborhood Scale Commercial

Parcel: 56697

Parcel: 56698



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Zoning Map Amendment

Future Land Use Map
9900 E IH 10
Approx. 6.59 acres



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Date: 12/19/2025



PLANNING AND ZONING COMMISSION REPORT TO CITY COUNCIL

TO: City Council
FROM: Planning and Zoning Commission
RE: Zoning Map Amendment from OR to GC
DATE: February 12, 2026

This is the report required to be submitted by the Planning and Zoning Commission per Section 7.43 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Article 7, Division 7.4 of the code.

Requested Action: Rezoning of approximately 6.59 acres, legally described as Chad & Ryan Minor Plat Lot 2 The Trux Store and Chad & Ryan Minor Plat Lot 1, Chambers County, Texas, from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District

Applicant: Morgan Myers, Carnes Designs

This aerial map displays the area around Chambers Commons Dr. The subject properties are highlighted with a purple hatched pattern and labeled 'SUBJECT PROPERTIES'. The map includes a legend in the top left corner identifying roads (white lines), parcels (orange outlines), and the specific subject parcels (purple hatched). Key roads shown include IH 10 Frontage Wb, IH 10 Eb, Frontage Eb, Chambers Commons Dr, Cedar Crossing St, Needlepoint Rd, Old Needlepoint Rd, and N Sh 146 Hwy Nb. A scale bar at the bottom right indicates distances from 0 to 0.15 miles. A north arrow is located in the top right corner.

Parcel Information:

Proposed Use: General Commercial (GC)

Future Land Use Plan: Large Scale Commercial

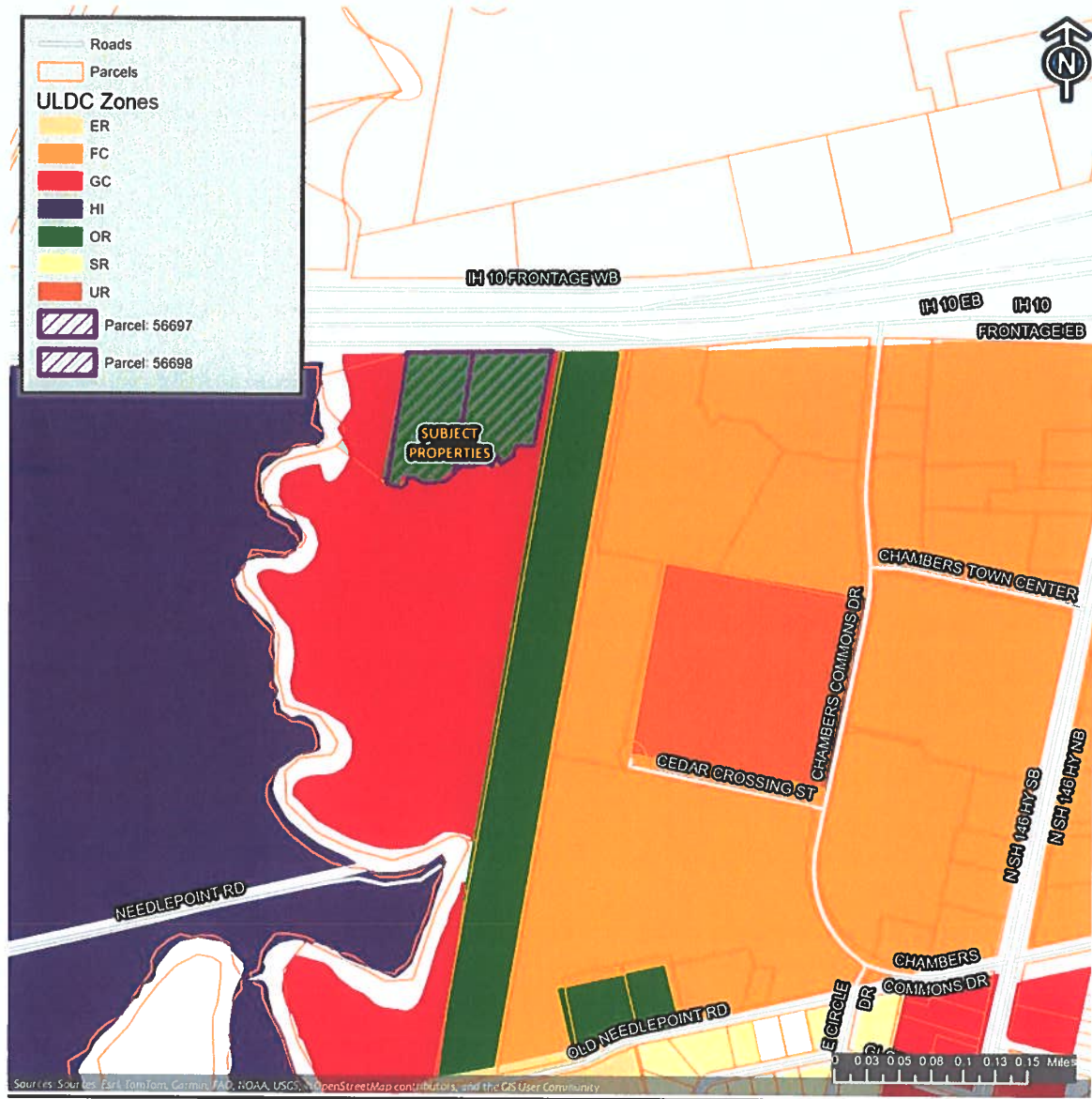
Adjacent Parcel Information

North: Extraterritorial Jurisdiction (ETJ)

South: General Commercial (GC)

East: General Commercial (GC), Open Space/Recreation (OR), and Freeway Commercial (FC)

West: General Commercial (GC) and Heavy Industrial (HI)



Staff Analysis

The approximately 6.59-acre subject property is composed of two parcels, Parcel 56697 and Parcel 56698. The two parcels are located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523. Parcel 56697 contains The Trux Super Store, a truck accessories retail store, while Parcel 56698 is currently undeveloped. The subject property was annexed into the City in November 2017 as part of approximately 144.12 acres of land.

The applicant is requesting a rezoning of the subject property from Open Space/Recreation (OR) to General Commercial (GC) to facilitate potential expansion of the existing business, which specializes in the sale of truck parts and accessories. The application indicates that The Trux Super Store has been in business on this property since 2018 and the existing building was under construction at the time the City annexed the property and designated the zoning as OR.

According to the City's Unified Land Development Code (ULDC), Article 2, Division 2.2, Subsection 2.23-3, the GC zoning district is a designation for properties used in commercial

developments such as retail, office, and service uses, primarily along portions of major roadway corridors within the community.

In order to recommend approval of an application for a zoning map amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Explain how the proposed map amendment complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**

The applicant is requesting the rezoning of the 6.59-acre subject property, composed of Parcel 56697 and Parcel 56698, from OR to GC. According to the applicant, The Trux Super Store, a truck parts and accessories retail store, has been operating on Parcel 56697 since 2018, and the existing building was under construction at the time the City annexed the property with OR zoning in November 2017. The immediate adjacent properties to the west and south are zoned GC and the City's Future Land Use Map (FLUM) designates the subject property and its immediate surrounding areas as Large-Scale Commercial. The applicant intends to expand the current business and proposes to add a new building to the subject property (Parcel 56698). Allowing the subject property to be rezoned from OR to GC will ensure compliance with the City's FLUM and ULDC.

2. **Explain how the proposed map amendment conforms to any associated prior approval for the development.**

As previously noted, the applicant stated The Trux Super Store has been operating on the subject property since 2018 and the existing building was under construction when the City annexed the property with OR zoning in November 2017. While there is no prior approval associated with the proposed rezoning for the subject property, the change from OR to GC will bring the existing business into compliance with the City's FLUM and ULDC.

3. **Explain how the proposed map amendment is consistent with the Comprehensive Plan and other adopted plans of the City.**

The Baytown 2040 Comprehensive Plan provides long-range policy guidance for land use, zoning decisions, and development approvals within the city. As part of the Comprehensive Plan, the FLUM illustrates the desired pattern of future development based on the goals and policies established in the plan.

According to the FLUM, the subject property is designated as Large-Scale Commercial (see Figure 3) and the eastern portion of the property has been used for commercial purposes since 2018. Although the site is currently zoned OR, this zoning designation often functions as a placeholder for properties where permanent land use decisions have not yet been finalized.

The proposed rezoning from OR to GC will bring the zoning into alignment with the site's established use, promote reinvestment, and support continued economic activity in the area. It reflects the existing conditions and development patterns in the area and is consistent with the Comprehensive Plan's broader goals of supporting economic development, improving underutilized sites, and ensuring that zoning regulations reflect actual land use.

Additionally, the rezoning will ensure that any future development or expansion is carried out in accordance with the standards of the GC zoning district and the City's adopted development regulations. As such, the proposed amendment represents a logical and context-sensitive adjustment that supports the intent and implementation of the Comprehensive Plan.

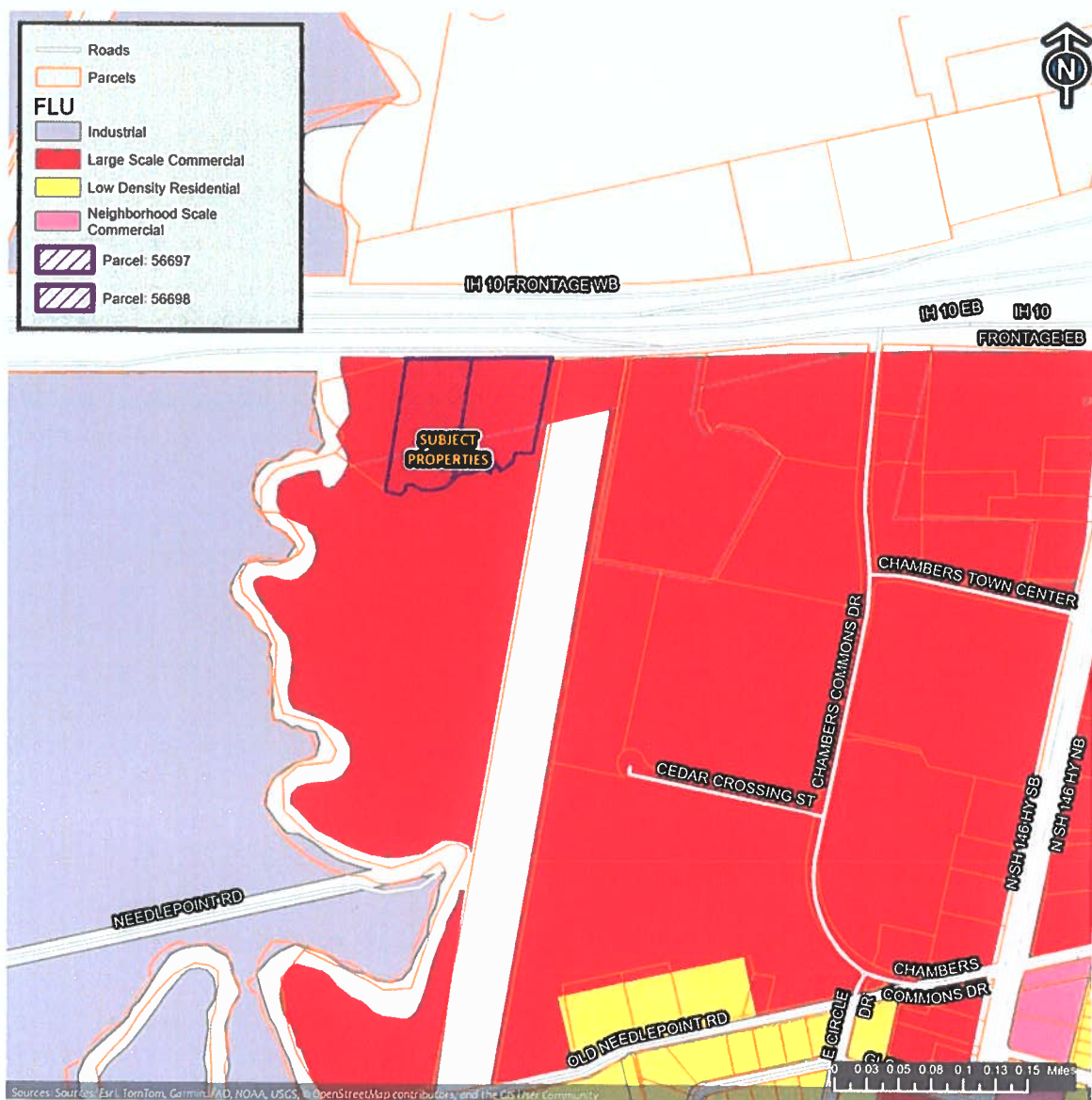


Figure 3. Future Land Use Map

4. **Explain how the proposed map amendment promotes the purposes of the ULDC.**

The proposed rezoning from OR to GC aligns with the purposes of the ULDC by promoting orderly development, supporting reinvestment in an existing business, and ensuring compatibility with surrounding land uses in terms of both current zoning and future land use designation. The amendment will formalize the site's long-standing commercial use, allowing the business owner to pursue expansion that further utilizes the subject property and contributes to the local economy.

Any future development on the site will be subject to all applicable provisions of the ULDC and other adopted codes, including requirements for site design, access, drainage, and landscaping. These regulations are in place to safeguard public health, safety, and welfare, and their application ensures that the proposed amendment supports the overall intent of the City's land development policies.

5. **Explain how the proposed map amendment provides adequate infrastructure.**

A preliminary review of the City's interactive GIS map indicates that a water main runs along the side of Interstate 10 where the subject property is located; however, no wastewater main is shown. As previously noted, The Trux Super Store has been operating on the eastern portion of the subject property since 2018. The applicant has indicated that the proposed new building will utilize existing infrastructure. At this time, no extension of public infrastructure is anticipated. Should future development require connection to City utilities, it will be the responsibility of the property owner to coordinate with the City's Public Works Department to ensure compliance with all applicable infrastructure and utility standards.

6. **Explain how the proposed map amendment is compatible with the surrounding area.**

The subject property is currently zoned OR and is directly adjacent to GC zoned parcels to the west and south. To the east, the property borders a narrow strip of GC and OR zoned parcels. A significant portion of the surrounding area remains vacant and undeveloped.

The OR zoning designation often serves as an interim classification for properties pending long-term land use determinations. The business owner is seeking to expand the existing business and proposes to add a new building to the subject property on Parcel 56698. The proposed rezoning from OR to GC is intended to formalize the site's long-established commercial use, encourage reinvestment, and support ongoing economic development in the area.

7. **Explain how the proposed map amendment advances normal and orderly development and improvement of the surrounding properties.**

As indicated in the previous response, the OR zoning designation often functions as an interim classification for properties awaiting long-term land use decisions. The proposed rezoning of the subject property from OR to GC will formalize the site's long-established commercial use, promote reinvestment, and contribute to sustained economic activity in the area. This amendment aligns with the City's planning objectives by facilitating appropriate land use and encouraging the orderly development of adjacent and nearby properties.

Any future development or expansion of the business will be required to comply with all applicable City development standards, the Code of Ordinances, and the regulations governing the GC zoning district.

8. **Explain the changed conditions on the subject property or in its vicinity.**

As previously noted, the most noticeable change occurred in November 2017, when the City annexed approximately 144.12 acres of land in the area, which included the subject property. According to the applicant, The Trux Super Store has been operating on the subject property since 2018. Much of the subject property's immediate surrounding area remains undeveloped.

9. **Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.**

The proposed map amendment mitigates potential adverse impacts by aligning the zoning of the subject property with its long-established commercial use and the City's Future Land Use Map designation. The rezoning from OR to GC does not introduce a new or incompatible land use, but instead formalizes an existing business that has been operating

on the site since 2018. As such, the amendment is not expected to result in significant new impacts to the surrounding natural or built environment.

The subject property is surrounded by similarly zoned commercial parcels and largely undeveloped land, which minimizes the potential for land use conflicts. Existing public infrastructure, including roadway access and water service, already supports the current use, and no extension of public infrastructure is anticipated as a result of the rezoning. Any future development or expansion of the site will be required to comply with all applicable City codes, ordinances, and development standards.

10. Address community need.

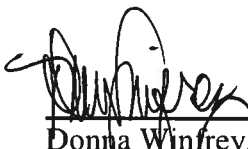
The proposed map amendment addresses the community need by supporting the continued operation and expansion of an existing commercial business that provides truck parts and accessories to customers. By aligning the zoning with the site's established commercial use and Future Land Use Map designation, the rezoning allows the business to reinvest in the property, expand its operations, and continue providing goods and services that support local and regional transportation-related activity.

Additionally, the proposed amendment promotes economic development by encouraging reinvestment in an existing business, supporting local employment opportunities, and contributing to the City's commercial tax base.

Planning Staff Recommendations

Staff recommends approval of the proposed zoning map amendment from Open Space/Recreation (OR) to General Commercial (GC) for the subject property located at 9900 E IH 10, Baytown, Texas.

The Commission recommends ☐ approval / ☐ disapproval of the proposed zoning map amendment from OR to GC on the 20th day of January, 2026.



Donna Winfrey, Chairperson
City of Baytown, Texas
Planning and Zoning Commission



CITY COUNCIL MEETING

5. a.

Meeting Date: 02/12/2026

Subject: Payment in Lieu of Taxes (PILOT) Agreement between the City of Baytown and Morreale Properties LLC

Prepared for: Brian Moran, Administration

Prepared by: Brian Moran, Administration

Department: Administration

Information

ITEM

Consider an ordinance authorizing a Payment in Lieu of Taxes (PILOT) Agreement between the City of Baytown and Morreale Properties, LLC.

PREFACE

The proposed ordinance authorizes a Payment in Lieu of Taxes (PILOT) Agreement between the City of Baytown and Morreale Properties, LLC, for Parcel ID 71671, located within Chambers County Improvement District No. 3. The subject property is situated within the City of Baytown for limited purposes. This agreement allows the City to receive payments in lieu of ad valorem taxes in accordance with the Declaration of Covenants, Conditions, and Restrictions (CCRs) for Bay 10 Business Park.

The CCRs require property owners with a proposed development value of \$1,000,000 or greater to enter into a PILOT agreement as a condition for the construction of improvements. This agreement formalizes the financial obligations for PMorreale Properties, LLC. Additionally, the agreement stipulates that the property must comply with City standards for drainage, flood control, and building codes, while the City remains under no obligation to provide standard municipal services to the area during the term of the agreement.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact associated with this item.

Attachments

Ordinance - PILOT Agreement- Morreale Properties, LLC.

PILOT Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO A PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN THE CITY OF BAYTOWN, TEXAS AND MORREALE PROPERTIES, LLC'S LANDS, WHICH ARE WITHIN CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 3; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Mayor to execute and the City Clerk to attest to a Payment in Lieu of Taxes Agreement between the City of Baytown, Texas and Morreale Properties, LLC. A copy of said Agreement is attached hereto, marked Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Exhibit "A"

PAYMENT IN LIEU OF TAXES

This Payment in Lieu of Taxes Agreement ("Agreement") is made and entered into between the City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas, hereinafter also referred to as "Baytown" or "City," and Morreale Properties, LLC, a Texas Limited Liability Company (the "Property Owner"). In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and the Property Owner as follows:

WHEREAS, the Property Owner owns that property located within Chambers County Improvement District No. 3, and within the City of Baytown for limited purposes; and

WHEREAS, the Property Owner purchased such property subject to the Declaration of Covenants, Conditions, and Restrictions for Bay 10 Business Park recorded in the Chambers County, Texas Official Public Records at 2012 74117 OR Vo. 1331, PG 272, hereinafter referred to as the "Declarations" and attached as Exhibit A; and

WHEREAS, the Declarations require that the Property Owners with a proposed future development value equal to or greater than \$1,000,000, as will be determined by the Chambers County Appraisal District, to enter into an agreement with the City for payments in lieu of ad valorem taxes; and

WHEREAS, the Declarations provide that such an agreement is a condition to any construction of improvements on the property;

NOW THEREFORE, the City and the Property Owner, in consideration of the mutual covenants, agreements, and benefits herein contained, do mutually agree as follows:

I. **Parties**

The parties to this Agreement and their addresses are:

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522
Fax No. (281) 420-6586

Morreale Properties, LLC
Attn: Mark Morreale
Address: PO Box 1246 LaPorte TX 77571
Phone: 281-808-8922

II.

Property

This Agreement includes provisions concerning the Property, being certain real estate and tangible personal property formerly owned or leased by the Property Owner and located within the boundaries of Chambers County Improvement District No. 3, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes, hereinafter sometimes referred to as the "Property" or the "affected area."

III.

Term

This Agreement shall become effective as of the date of execution by the Property Owner and the City of Baytown, and shall remain in full force and effect unless and until the Strategic Partnership Agreement (the "SPA") between the City and Chambers County Improvement District No. 3, recorded at Volume 1349, Page 647 of the Chambers County Official Public Records, and any associated Development Agreement that may be in effect, have expired or terminated, unless this Agreement is sooner terminated under the provisions hereof.

IV.

Payment in Lieu of Taxes (PILOT)

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof the PILOT Payment.

- (1) the certified taxable value for Parcel ID Number 71671 shall be used, starting with certified taxable value for tax year 2026 and every subsequent year following multiplied by
- (2) the property tax rate per \$100.00 of assessed valuation adopted by the City Council for the City, multiplied by the applicable PILOT Payment Rate of 0.70,
- (3) $\text{PILOT Payment} = (\text{Certified Taxable Value}) \times (\text{Annual Adopted City Tax Rate} / 100) \times (\text{PILOT Payment Rate})$

V.

Lien and Damages

To secure the payment of any PILOT and any other sums due hereunder (including, without limitation, interest, late fees or delinquency charges), a lien by virtue of the Declarations and/or this Agreement is hereby reserved and created in favor of the City against the affected area. This lien is subject only to and inferior to any and all first lien purchase money deeds of trust and liens in favor of third-party financial institutions or representing bona fide seller financing. The lien for the payment of the PILOT Payment shall be binding with a power of sale to enforce such lien by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (the "Code"), or any successor statute governing enforcement of consensual liens on real estate.

Alternatively, the City may institute a suit or proceeding at law or in equity or take any lawful action to enforce collection of any defaulted PILOT Payment, including, but not limited to, an action to foreclose such lien. Any foreclosure may be brought by the City in the same manner as an action to foreclose the lien of a mortgage of deed of trust on real property.

Additionally, the obligations contained in Article IV shall be enforceable by the City pursuant to all applicable laws and by all applicable means, including, but not limited to, by an action for damages or an action for an injunction, or both. Should the City prevail in a suit to enforce the terms and provisions of this Article IV, the City shall also be entitled to recover a reasonable sum as attorney's fees. It is further agreed that if a suit for injunctive relief is brought for enforcement of Article IV, the Property Owner shall have no right to and shall be conclusively deemed to have covenanted and agreed not to (and to have waived any right to), urge or assert as a defense that an adequate remedy at law exists.

VI. **Valuations**

A. **Procedure**

For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem taxation as amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists; instead, if such method is used, the chief appraiser shall:

1. use income and expense data pertaining to the property, if possible and applicable;
2. make any projections of future income and expenses only from clear and appropriate evidence;
3. use data from generally accepted sources in determining an appropriate capitalization rate;
4. determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment.

B. **Valuation of Property Outside the Corporate Limits**

The parties hereto recognize that said Chambers County Appraisal District is not required to appraise the land, improvements, and tangible property, real or mixed, in the affected area, which is not within the corporate limits of the City, for the purpose of computing the payments hereunder. Therefore, the parties agree that to determine the fair market value of all of the Property Owner's land, improvements, and tangible property located outside the corporate limits of the City in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the Property Owner's payment in the manner described above, the City may choose to use the appraised value for the Base Year, as finally determined by the Chambers County Appraisal District (or through administrative or judicial appeal of the Chambers County Appraisal District's determination), or by appraisal conducted by the City and/or by an independent appraiser of the City's selection, and at the City's expense. Nothing contained herein shall ever be construed as in derogation of the authority of the Chambers County Appraisal District to establish the appraised value of land, improvements, and tangible personal property in the annexed portion for ad valorem tax purposes.

C.

Binding Effect

Determination of fair market values in the above-stated manner outside the corporate limits shall be made by the City, which shall be final and binding unless the Property Owner within thirty (30) days after receipt of the valuation by Chambers County or the City, as applicable, petitions for a Declaratory Judgment to the Civil District Court of Harris County, Texas, as provided for by Article XIII hereof. In determining the fair market value of property and improvements as used herein, the City shall base its determination on the fair market value as defined in Article VI herein, giving due consideration to comparable present day facilities considering and giving effect to sound engineering valuation practices relative to service life, life expectancy, process and functional obsolescence.

D.

Statements

The City shall mail one statement to the Property Owner on or about December 1 of each year showing the total amount due on December 31 of such year pursuant to this Agreement. Such statement shall be mailed to the address noted in Article I of this Agreement. Any amounts due on December 31 that are not paid when due shall become delinquent on January 1 of the following year. Provided, however, if the tax statement is mailed after December 10, the delinquency date is postponed to the first day of the next month that will provide a period of at least 21 days after the date of mailing for payment of the amount due. Delinquent amounts shall be immediately subject to the same penalties, interest, attorneys' fees and costs of collection as recoverable by the City in the case of delinquent ad valorem taxes.

E.

Valuation Contests

If any differences concerning the appraised values shall not have been finally determined by the due date of the Property Owner's payment hereunder and the Property Owner desires to

pursue any additional available remedies, the Property Owner shall, without prejudice to such remedies, pay to the City by December 31 of each year (subject to the exception in the preceding paragraph for statements mailed after December 10), such amount as is provided in the Texas Property Tax Code, as amended throughout the term of this Agreement, for payments made under such conditions by owners of property within the general corporate limits of the City subject to ad valorem taxation. Any refund payable by the City to the Property Owner hereunder shall be paid within 60 days after receipt by the City of both Chambers County Appraisal District's form notification that the appraised value of the property has been reduced and a written refund request by the Property Owner; if not paid timely, the refund amount shall bear interest at the rate specified in Section 2251.025 of the Texas Government Code beginning 60 days after the City received both the Property Owner's written refund request and the Chambers County Appraisal District's formal notification that the appraised value of the property has been reduced.

VII.

Compliance with Law

The City and the Property Owner mutually recognize that the health and welfare of Baytown residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in Chambers County Improvement District No. 3, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control which are adopted by the City and made applicable to portions of the City's extraterritorial jurisdiction shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"). The Property Owner agrees that any structure built within the affected area shall be built in accordance with the building code adopted by the City in effect at the time of construction.

The City and the Property Owner recognize that activities within Chambers County Improvement District No. 3 are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in Chambers County Improvement District No. 3 that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII.

Inspections

The Chief Appraiser of the Chambers County Appraisal District and the City or its independent appraiser shall have the same right to enter and inspect the Property Owner's premises and the same right to examine the Property Owner's books and records to determine the value of the Property Owner's properties as are provided in the Texas Property Tax Code as amended.

IX.

Default

In the event of default by the Property Owner in the performance of any of the terms of this Agreement, including the obligation to make the payments above provided for, the City shall have the option, if such default is not fully corrected within sixty (60) days from the giving of written notice of such default to the Property Owner to either (i) declare this Agreement terminated or (ii) continue the term of this Agreement and collect the payments required hereunder. Notwithstanding anything to the contrary contained herein, should the City determine the Property Owner is in default according to the terms and conditions of Article VII hereof, the City shall notify the Property Owner in writing by U.S. Mail, certified return receipt requested, at the address stated in this Agreement, and if such default is not cured within sixty (60) days from the date of such notice (the "Cure Period") then such failure to cure shall constitute a material breach of this Agreement; provided that, in the case of a default under Article VII for causes beyond the Property Owner's control that cannot with due diligence be cured within such sixty (60) day period or in the event that the failure to cure results from ongoing negotiations with federal or state officials, administrative proceedings or litigation regarding the necessary cure steps, then the cure period shall be extended until such negotiations, administrative proceedings or litigation are concluded.

X.

Notice

Any notice to the Property Owner or the City concerning the matters to which the Agreement relates may be given in writing by registered or certified mail addressed to the Property Owner or the City at the appropriate respective addresses set forth in Article I of this Agreement. Any such notice in writing may be given in any other manner. If given by registered or certified mail, the notice shall be effective when mailed. With the exception of annual bills for payments due herein, notice given in any other manner shall be effective when received by the Property Owner or the City, as the case may be.

XI.

No Further Expansion of Taxing Jurisdiction

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement to make any ad valorem tax payments to the City during the term of this Agreement.

XII.

Reimbursement for Services

If the Property Owner requests and receives mutual aid firefighting assistance and is a member of Channel Industries Mutual Aid organization ("CIMA") or similar organization, the Property Owner shall reimburse the City for costs incurred by the City in providing fire protection services to the Property Owner as shall be provided in the charter, bylaws and agreements pursuant to which CIMA or such similar organization is organized and operates. If the Property Owner requests and receives mutual aid firefighting assistance and is not a member of CIMA or a similar organization, then the Property Owner shall be required to reimburse the City for costs actually expended by the City in providing any firefighting assistance to the Property Owner, including chemical and personnel costs.

XIII.

Declaratory Judgment Action

If any disagreement arises between the parties concerning the interpretation of this Agreement, it is agreed that either of the said parties may petition any Civil District Court of Harris County, Texas, for a Declaratory Judgment determining said controversy and the cause shall be tried as other civil causes. If the controversy affects a PILOT Payment, the Property Owner shall, pending final determination of said controversy, pay to the City on the due date the same amount which was paid to the City for the last preceding period as to which there was no controversy concerning the amount owed by the Property Owner to the City. The Property Owner agrees to tender any additional amount of potential liability to the registry of the Civil District Court, Harris County, Texas, pending final determination of the controversy beyond any further appeal.

XIV.

Assignment

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within 30 days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed, and the Base Value shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into a Payment in Lieu of Taxes Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV.

Authority

The Property Owner covenants that it has the authority to enter into this Agreement by virtue of being either the legal or equitable owner of a possessory estate (including a leasehold estate) in the land comprising the affected area, which will not terminate before the expiration date of this Agreement. Additionally, the officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he represents.

XVI.
No Municipal Services

It is agreed that during the term of this Agreement, the City is under no obligation to provide any governmental, proprietary or other municipal services to the affected area. Specifically, but without limitation, it is agreed that the City shall not be required to furnish (1) sewer or water service, (2) police protection, (3) fire protection (4) road or street repairs, and (5) garbage pickup service.

XVII.
Severability

If any provision of this Agreement, or any covenant, obligation or agreement contained herein, including, without limitation, is determined by a court to be invalidated or unenforceable, such provision, covenant, obligation or agreement shall be reformed so as to comply with applicable law. If it is not possible to so reform such provision, covenant, obligation or agreement, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Provided further that such invalidity or unenforceability shall not affect any valid and enforceable provision thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. Notwithstanding the above, if the application of this Article XVII requires reformation or revision of any term that removes or materially diminishes the obligation of the Property Owner to make the payments to the City described herein (except in the event of a reformation that shortens the term of this Agreement), the City shall have the option to declare this Agreement terminated.

XVIII.
Complete Agreement

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

XIX.
Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XX.
Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

XXI.
Headings

The headings appearing at the first of each numbered article in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

XXII.
Choice of Law: Venue

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris County, Texas.

XXIII.
Agreement Read

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 30th day of January, 2026, and on behalf of the City this ____ day of _____, 2026.

MORREALE PROPERTIES, LLC

By: 

Mark Morreale
Printed Name

CEO
Title

STATE OF TEXAS

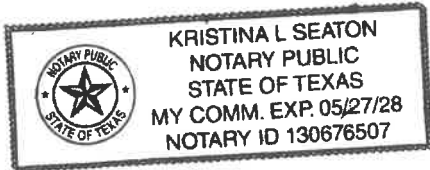
COUNTY OF Texas

§
§
§

Before me, Kristina Seaton, the undersigned notary public, on this day personally appeared MARK MORREALE, the CEO of Morreale Properties, LLC, the owner of the affected property, known to me to be the person whose

name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, in the capacity, and for the consideration therein expressed.

SUBSCRIBED AND SWORN before me this 30th day of Jan., 2026.



[Signature]
Notary Public in and for the State of Texas

CITY OF BAYTOWN, TEXAS

By: _____

Printed Name

Title

ATTEST:

By: _____

Printed Name

Title

APPROVED AS TO FORM:

By: _____

Printed Name

Title

Exhibit A

Metes and Bounds Description

A TRACT OR PARCEL CONTAINING 15.70 ACRES OF 683,825 SQUARE FEET OF LAND BEING THAT SAME CALLED 15.695 ACRE TRACT OF LAND DESCRIBED IN DEED TO MORREALE PROPERTIES, LLC, AS RECORDED UNDER CHAMBERS COUNTY, TEXAS, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 – INCH IRON ROD STAMPED “COTTON” FOUND AT THE SOUTHWEST END OF A CUT-BACK CORNER AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY 99 (R.O.W. VARIES) AS RECORDED IN VOL. 257, 1148, PG. 479, C.C.P.R., FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTHERLY R.O.W. LINE OF SAID KILGORE PARKWAY, NORTH 69 DEG. 09 MIN. 50 SEC. EAST, A DISTANCE OF 143.60 FEET TO A CAPPED 5/8 – INCH IRON ROD STAMPED “QUIDDITY ENG” FOUND FOR THE NORTHEAST END OF SAID CUT-BACK AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

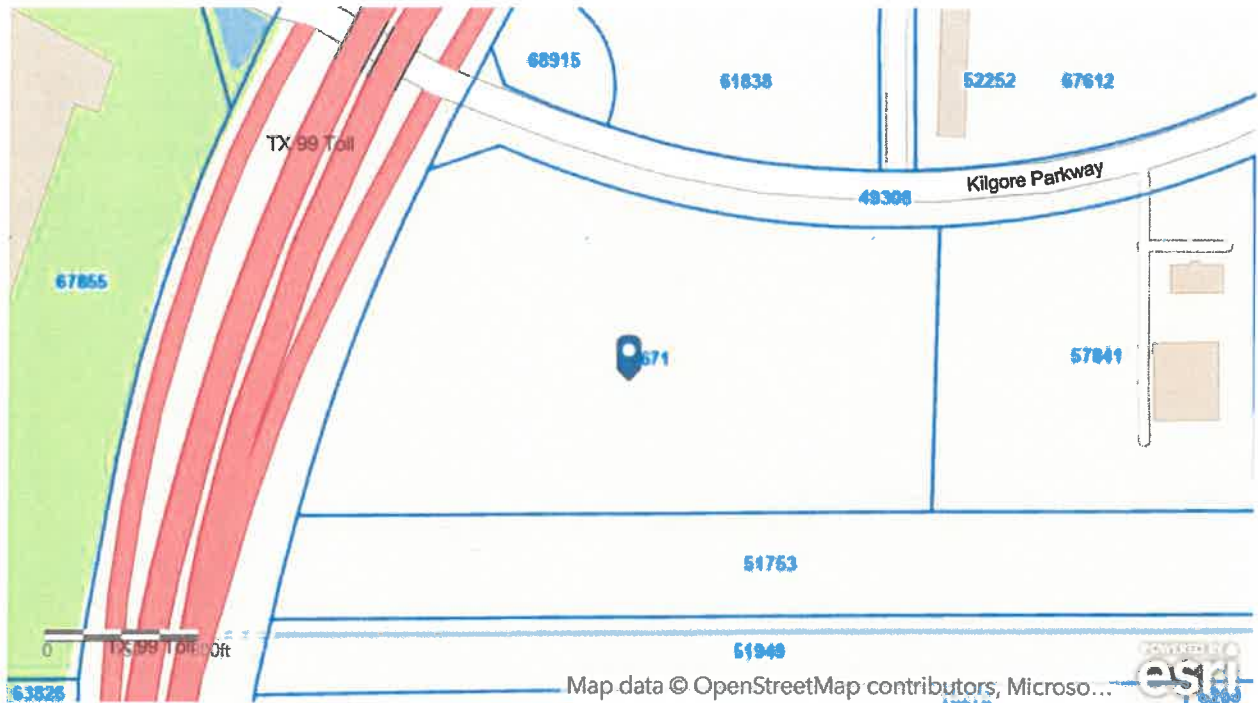
THENCE, SOUTHEASTERLY, CONTINUING ALONG THE SOUTHERLY R.O.W. LINE OF SAID KILGORE PARKWAY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,880.00 FEET, A CENTRAL ANGLE OF 26 DEG. 58 MIN. 24 SEC., AN ARC LENGTH OF 885.05 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 81 DEG. 30 MIN. 37 SEC. EAST – 876.90 FEET TO A CAPPED 5/8 – INCH IRON ROD STAMPED “QUIDDITY ENG” FOUND FOR THE NORTHWEST CORNER OF RESTRICTED RESERVE “C”, BAY TEN BUSINESS PARK RESERVE “C” MINOR PLAT, AS RECORDED UNDER C.C.C.F NO. 112034, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTHERLY R.O.W. LINE OF SAID KILGORE PARWAY, SOUTH 00 DEG. 01 MIN. 05 SEC. WEST, A DISTANCE OF 541.15 FEET TO A CAPPED 5/8 – INCH IRON ROD STAMPED “WINDROSE” SET ON THE NORTH LINE OF A CALLED 7.661 ACRE TRACT OF LAND DESCRIBED IN DEED TO CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 3, AS RECORDED UNDER C.C.C.F. NO. 73488, FOR THE SOUTHEASST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 39 MIN. 30 SEC. WEST, A DISTANCE OF 1,225.22 FEET TO A CAPPED 5/8 – INCH IRNO ROD STAMPED “QUIDDITY ENG” FOUND ON THE EASTERLY R.O.W. LINE OF SAID STATE HIGHWAY 99, FOR THE NORTHWEST CORNER OF SAID CALLED 7.661 ACRE TRACT, THE SOUTHWEST CORNER OF THE

HEREIN DESCRIBED TRACT, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, NORTHEASTERLY, ALONG THE EASTERLY R.O.W. OF SAID STATE HIGHWAY 99, WITH SAID CRUVE TO THE RIGHT, HAVING A RADIUS OF 3,619.72 FEET, A CENTRAL ANGLE OF 11 DEG. 11 MIN. 18 SEC., AN ARC LENGTH OF 706.83 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEG. 24 MIN. 32 SEC. EAST – 705.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.70 ACRES OR 683,825 SQUARE FEET OF LAND.





CITY COUNCIL MEETING

5. b.

Meeting Date: 02/12/2026

Subject: Zoning Map Amendment from Open Space/Recreation (OR) to General Commercial (GC) at 9900 East Interstate 10

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Tim Chi, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 6.59 acres of land, located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523, from the Open Space/Recreation (OR) Zoning District to the General Commercial (GC) Zoning District.

PREFACE

The applicant is requesting to rezone approximately 6.59 acres of land located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523. The properties are legally described as Chad & Ryan Minor Plat Lot 2 The Trux Store and Chad & Ryan Minor Plat Lot 1. The request is to change the zoning from Open Space/Recreation (OR) to General Commercial (GC) to facilitate potential expansion of the existing business, which specializes in the sale of truck parts and accessories.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.

Attachments

Ordinance_ ZP 25110116--9900 E IH 10

Exhibit A

Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 6.59 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF EAST FREEWAY/INTERSTATE 10 EAST AND APPROXIMATELY 0.46 MILES WEST OF NORTH STATE HIGHWAY 146, AT 9900 EAST INTERSTATE 10, BAYTOWN, TEXAS 77523, LEGALLY DESCRIBED AS CHAD & RYAN MINOR PLAT LOT 2 THE TRUX STORE AND CHAD & RYAN MINOR PLAT LOT 1, CHAMBERS COUNTY, TEXAS, FROM OPEN SPACE/RECREATION (OR) TO A GENERAL COMMERCIAL (GC) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to effectuate zoning district changes for approximately 6.59 acres generally located on the south side of East Freeway/Interstate 10 East and approximately 0.46 miles west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523, legally described as Chad & Ryan Minor Plat Lot 2 The Trux Store and Chad & Ryan Minor Plat Lot 1, Chambers County, Texas, from Open Space/Recreation (OR) Zoning District to a General Commercial (GC) Zoning District. The amended portion of the official zoning map is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 3: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

“Exhibit A”

WILLIAM BLOODGOOD
LEAGUE A - 4

NOTES

1. BEARINGS ARE BASED ON DATA FROM THE EAST LINES OF A 1,200 AC LIGHTING & POWER IN VOL. 302 HOUSTON LIGHTING & POWER IN REFERENCE IS MADE TO METES ACCOMPANYING THIS PLAT.
2. THIS PROPERTY IS LOCATED FLOODWAY ACCORDING TO F.I.R.D. DATED MAY 4, 2015. FLOOD ZONE F.I.R.M. MAP.
3. ALL SET 1/2" W/CH IRON ROD "W/CHANDLER5292".
4. PIPELINES SHOWN HEREON
5. ALL DRIVEWAY SPACING W/CH BAYTOWN ACCESS MANAGEMENT
6. DRAINAGE FACILITIES ARE THE OWNERS.
7. DRAINAGE EASEMENT SHALL PLANTING AND OTHER OBSTRUCTURE MAINTENANCE OF DRAINAGE FACILITIES TO BE SHOWN INTO APPROVED STRUCTURE.

MINOR PLAT OF
BAYOU BEND RV PARK
Clerk's File No. 85504
M.R.C.C.Tx.

STATE OF TEXAS)
COUNTY OF CHAMBERS

FIELD NOTES of a 5.992 acre tract of land situated in the W being all of a 2.372 acre tract of land conveyed to Ryan Fitzg Public Records of Chambers County, Texas, all of a 2.260 acre Volume 1670 at Page 117 of the Official Public Records of C conveyed to Ryan Fitzg, et al, recorded in Volume 1670 Texas, and all of a 1.089 acre tract of land conveyed to Ryan Fitzg Public Records of Chambers County, Texas. This 6.3 bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS A
ACRE EASEMENT CONVEYED TO HOUSTON LIGHTING
AND 15.947 ACRES CONVEYED TO HOUSTON LIGHTING
DEED RECORDS OF CHAMBERS COUNTY, TEXAS. RE
ACCOMPANYING THIS METES AND BOUNDS DESCR
PLASTIC CAP STAMPED "MICHAELERS299".

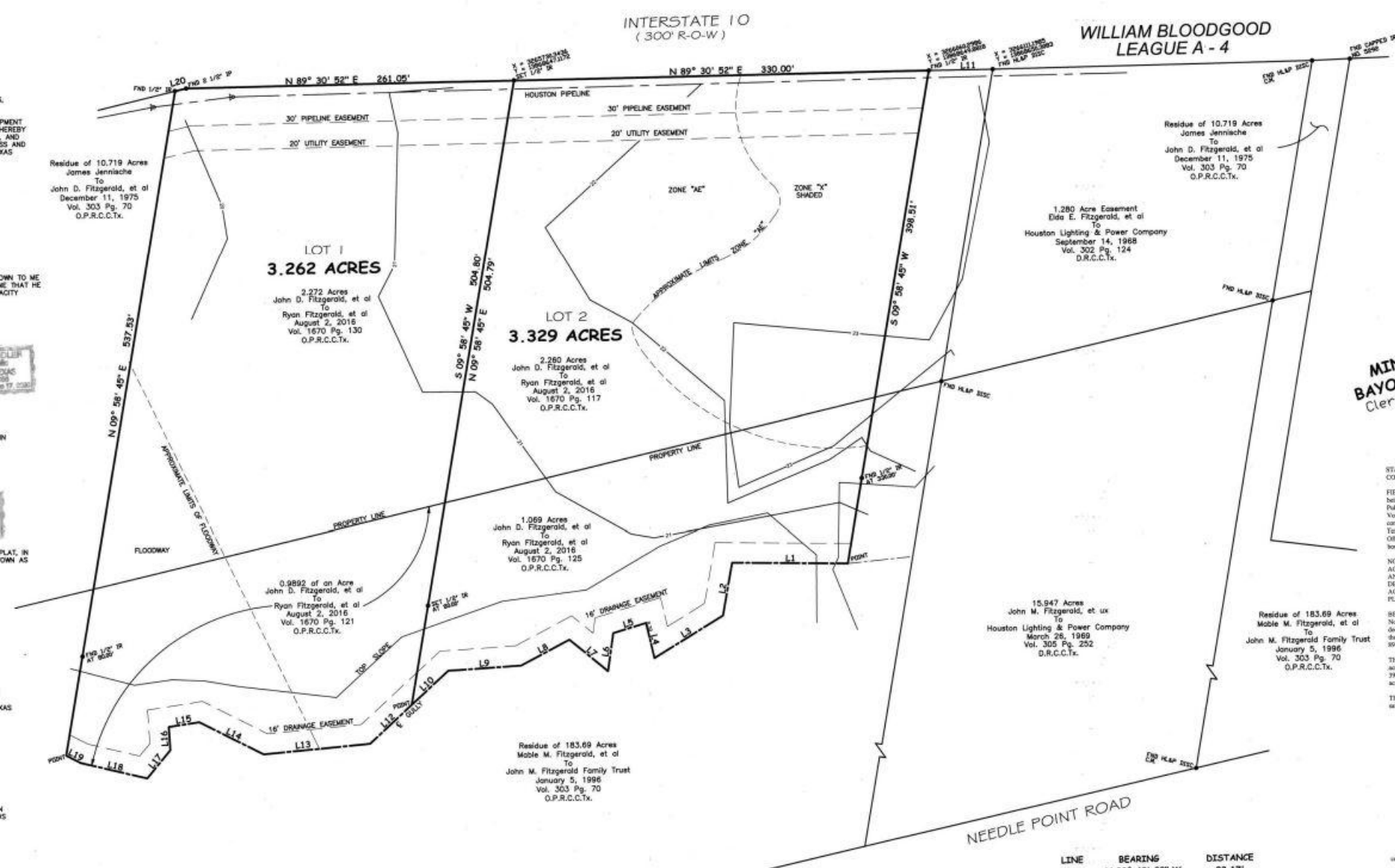
BEGINNING at a 1/4 inch iron rod fixed for the Northeast corner of the residue of 183.69 acres conveyed to deed dated January 5, 1996, recorded in Volume 303 at Page the South right of way line of Interstate Highway No. 10, 108 89'10"52" East 50.85 feet.

THENCE South 89°58'45" West with the East line of this tract, and a West line of said residue of 183.69 acres at a distance of 308.51 feet to a point in the centerline of a gulch for the South tract, and an interior corner of said residue of 183.69 acres.

THENCE in a Westerly direction with the South lines of this said 0.0007 of an acre, and the coastline of said gulch the following

North 83°43'09" West	92.17 feet
South 10°23'12" West	42.66 feet
South 50°13'12" West	66.16 feet
North 12°15'03" East	28.85 feet
South 73°55'03" West	27.28 feet
South 68°29'04" West	30.61 feet
North 50°07'03" West	39.74 feet
South 42°30'19" West	43.58 feet
South 85°73'13" West	58.16 feet
South 47°49'06" West	19.65 feet
South 47°48'59" West	43.76 feet
South 85°12'28" West	85.07 feet
North 62°39'40" West	57.42 feet
South 81°43'05" West	24.45 feet
South 10°07'17" East	18.48 feet
South 60°04'55" West	20.03 feet
North 70°13'56" West	53.96 feet
North 62°43'29" West	13.21 feet to a point

THENCE North 09°58'45" East with the West line of this W



STATE OF TEXAS)
COUNTY OF CHAMBERS)

FIELD NOTES of a 6.592 acre tract of land situated in the William Bloodgood League, Abstract No. 4, Chambers County, Texas, being all of a 2.272 acre tract of land conveyed to Ryan Fitzgerald, et al, recorded in Volume 1670 at Page 130 of the Official Public Records of Chambers County, Texas, all of a 2.260 acre tract of land conveyed to Ryan Fitzgerald, et al, recorded in Volume 1670 at Page 117 of the Official Public Records of Chambers County, Texas, all of a 0.9892 of an acre tract of land conveyed to Ryan Fitzgerald, et al, recorded in Volume 1670 at Page 121 of the Official Public Records of Chambers County, Texas, and all of a 1.069 acre tract of land conveyed to Ryan Fitzgerald, et al, recorded in Volume 1670 at Page 125 of the Official Public Records of Chambers County, Texas. This 6.592 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE EAST LINE OF A 1.280 ACRE EASEMENT CONVEYED TO HOUSTON LIGHTING AND POWER COMPANY IN VOLUME 302 AT PAGE 124 AND 15.947 ACRES CONVEYED TO HOUSTON LIGHTING AND POWER IN VOLUME 305 AT PAGE 252 OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION. ALL SET ½ INCH IRON RODS ARE MARKED WITH A PLASTIC CAP STAMPED "MCHANDLER5292".

BEGINNING at a ½ inch iron rod found for the Northeast corner of this tract of land, the Northeast corner of said 2.260 acres, the Northwest corner of the residue of 183.69 acres conveyed to John M. Fitzgerald Family Trust by Mable M. Fitzgerald, et al in deed dated January 5, 1996, recorded in Volume 303 at Page 70 of the Official Public Records of Chambers County, Texas, and in the South right of way line of Interstate Highway No. 10, 300 feet wide. From this corner a found HL&P disc bears North 89°30'52" East 50.85 feet.

THENCE South 09°58'45" West with the East line of this tract of land, the East line of said 2.260 acres, the East line of said 1.069 acres, and a West line of said residue of 183.69 acres at a distance of 330.00 feet found a ½ inch iron rod, in all a total distance of 398.51 feet to a point in the centerline of a gully for the Southeast corner of this tract of land, the Southeast corner of said 1.069 acres, and an interior corner of said residue of 183.69 acres.

THENCE in a Westerly direction with the South lines of this tract of land, the South lines of said 1.069 acres, the South lines of said 0.9892 of an acre, and the centerline of said gully the following courses:

North 88°42'00" West	92.17 feet
South 10°28'12" West	42.66 feet
South 58°51'33" West	64.10 feet
North 12°55'03" West	28.85 feet
South 73°35'03" West	27.24 feet
South 08°29'04" West	30.61 feet
North 50°07'03" West	39.74 feet
South 62°36'19" West	43.58 feet
South 86°37'32" West	58.09 feet
South 47°49'06" West	39.65 feet
South 47°48'39" West	45.36 feet
South 85°12'28" West	85.07 feet
North 62°39'40" West	57.42 feet
South 81°43'05" West	24.45 feet
South 03°05'37" East	18.48 feet
South 40°04'35" West	29.03 feet
North 76°13'36" West	53.96 feet
North 62°43'20" West	13.21 feet

13.21 feet to a point for the Southwest corner of this tract of land, and the Southwest corner of said 0.9892 of an acre.

THENCE North 09°58'45" East with the West line of this tract of land, the West line of said 0.9892 of an acre, the West line of said 2.272 acres, an East line of said residue of 183.69 acres, and an East line of said residue of 10.719 acres conveyed to John D. Fitzgerald by James Jennische in deed dated December 11, 1975, recorded in Volume 303 at Page 70 of the Official Public Records of Chambers County, Texas at a distance of 80.00 feet found a ½ inch iron rod on line, in all a total distance of 537.53 feet to a ½ inch iron rod found for the Northwest corner of this tract of land, and the Northwest corner of said 2.272 acres.

THENCE in an Easterly direction with the North lines of this tract of land, the North lines of said 2.272 acres, the North line of said 2.260 acres and the South right of way line of Interstate 10 the following courses:

North 76°47'36" East	8.95 feet to a found 2 ½ inch iron pipe
North 89°30'52" East	591.05 feet to the PLACE OF BEGINNING, containing within said boundaries

6.592 acres of land, more or less.



PLANNING AND ZONING COMMISSION REPORT TO CITY COUNCIL

TO: City Council
FROM: Planning and Zoning Commission
RE: Zoning Map Amendment from OR to GC
DATE: February 12, 2026

This is the report required to be submitted by the Planning and Zoning Commission per Section 7.43 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Article 7, Division 7.4 of the code.

Requested Action: Rezoning of approximately 6.59 acres, legally described as Chad & Ryan Minor Plat Lot 2 The Trux Store and Chad & Ryan Minor Plat Lot 1, Chambers County, Texas, from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District

Applicant: Morgan Myers, Carnes Designs

This aerial map displays the area around Chambers Commons Dr. The subject properties are highlighted with a purple hatched pattern and labeled 'SUBJECT PROPERTIES'. The map includes a legend in the top left corner identifying roads (white lines), parcels (orange outlines), and the specific subject parcels (purple hatched). Key roads shown include IH 10 Frontage Wb, IH 10 Eb, Frontage Eb, Chambers Commons Dr, Cedar Crossing St, Needlepoint Rd, Old Needlepoint Rd, and N Sh 146 Hwy N/B. A scale bar at the bottom right indicates distances from 0 to 0.15 miles. A north arrow is located in the top right corner.

Parcel Information:

Proposed Use: General Commercial (GC)

Future Land Use Plan: Large Scale Commercial

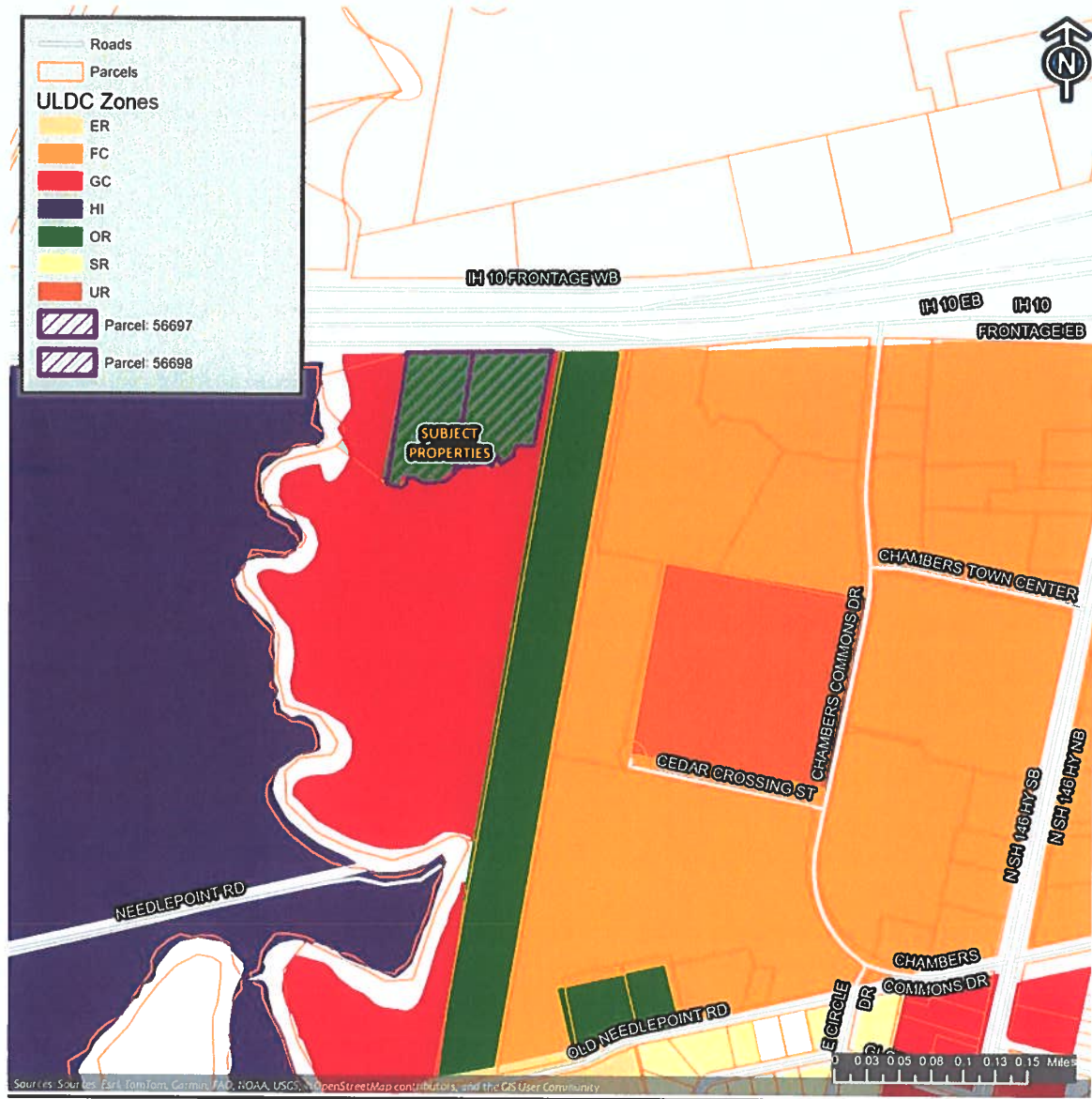
Adjacent Parcel Information

North: Extraterritorial Jurisdiction (ETJ)

South: General Commercial (GC)

East: General Commercial (GC), Open Space/Recreation (OR), and Freeway Commercial (FC)

West: General Commercial (GC) and Heavy Industrial (HI)



Staff Analysis

The approximately 6.59-acre subject property is composed of two parcels, Parcel 56697 and Parcel 56698. The two parcels are located on the south side of East Freeway/Interstate 10 East, and west of North State Highway 146, at 9900 East Interstate 10, Baytown, Texas 77523. Parcel 56697 contains The Trux Super Store, a truck accessories retail store, while Parcel 56698 is currently undeveloped. The subject property was annexed into the City in November 2017 as part of approximately 144.12 acres of land.

The applicant is requesting a rezoning of the subject property from Open Space/Recreation (OR) to General Commercial (GC) to facilitate potential expansion of the existing business, which specializes in the sale of truck parts and accessories. The application indicates that The Trux Super Store has been in business on this property since 2018 and the existing building was under construction at the time the City annexed the property and designated the zoning as OR.

According to the City's Unified Land Development Code (ULDC), Article 2, Division 2.2, Subsection 2.23-3, the GC zoning district is a designation for properties used in commercial

developments such as retail, office, and service uses, primarily along portions of major roadway corridors within the community.

In order to recommend approval of an application for a zoning map amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Explain how the proposed map amendment complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**

The applicant is requesting the rezoning of the 6.59-acre subject property, composed of Parcel 56697 and Parcel 56698, from OR to GC. According to the applicant, The Trux Super Store, a truck parts and accessories retail store, has been operating on Parcel 56697 since 2018, and the existing building was under construction at the time the City annexed the property with OR zoning in November 2017. The immediate adjacent properties to the west and south are zoned GC and the City's Future Land Use Map (FLUM) designates the subject property and its immediate surrounding areas as Large-Scale Commercial. The applicant intends to expand the current business and proposes to add a new building to the subject property (Parcel 56698). Allowing the subject property to be rezoned from OR to GC will ensure compliance with the City's FLUM and ULDC.

2. **Explain how the proposed map amendment conforms to any associated prior approval for the development.**

As previously noted, the applicant stated The Trux Super Store has been operating on the subject property since 2018 and the existing building was under construction when the City annexed the property with OR zoning in November 2017. While there is no prior approval associated with the proposed rezoning for the subject property, the change from OR to GC will bring the existing business into compliance with the City's FLUM and ULDC.

3. **Explain how the proposed map amendment is consistent with the Comprehensive Plan and other adopted plans of the City.**

The Baytown 2040 Comprehensive Plan provides long-range policy guidance for land use, zoning decisions, and development approvals within the city. As part of the Comprehensive Plan, the FLUM illustrates the desired pattern of future development based on the goals and policies established in the plan.

According to the FLUM, the subject property is designated as Large-Scale Commercial (see Figure 3) and the eastern portion of the property has been used for commercial purposes since 2018. Although the site is currently zoned OR, this zoning designation often functions as a placeholder for properties where permanent land use decisions have not yet been finalized.

The proposed rezoning from OR to GC will bring the zoning into alignment with the site's established use, promote reinvestment, and support continued economic activity in the area. It reflects the existing conditions and development patterns in the area and is consistent with the Comprehensive Plan's broader goals of supporting economic development, improving underutilized sites, and ensuring that zoning regulations reflect actual land use.

Additionally, the rezoning will ensure that any future development or expansion is carried out in accordance with the standards of the GC zoning district and the City's adopted development regulations. As such, the proposed amendment represents a logical and context-sensitive adjustment that supports the intent and implementation of the Comprehensive Plan.

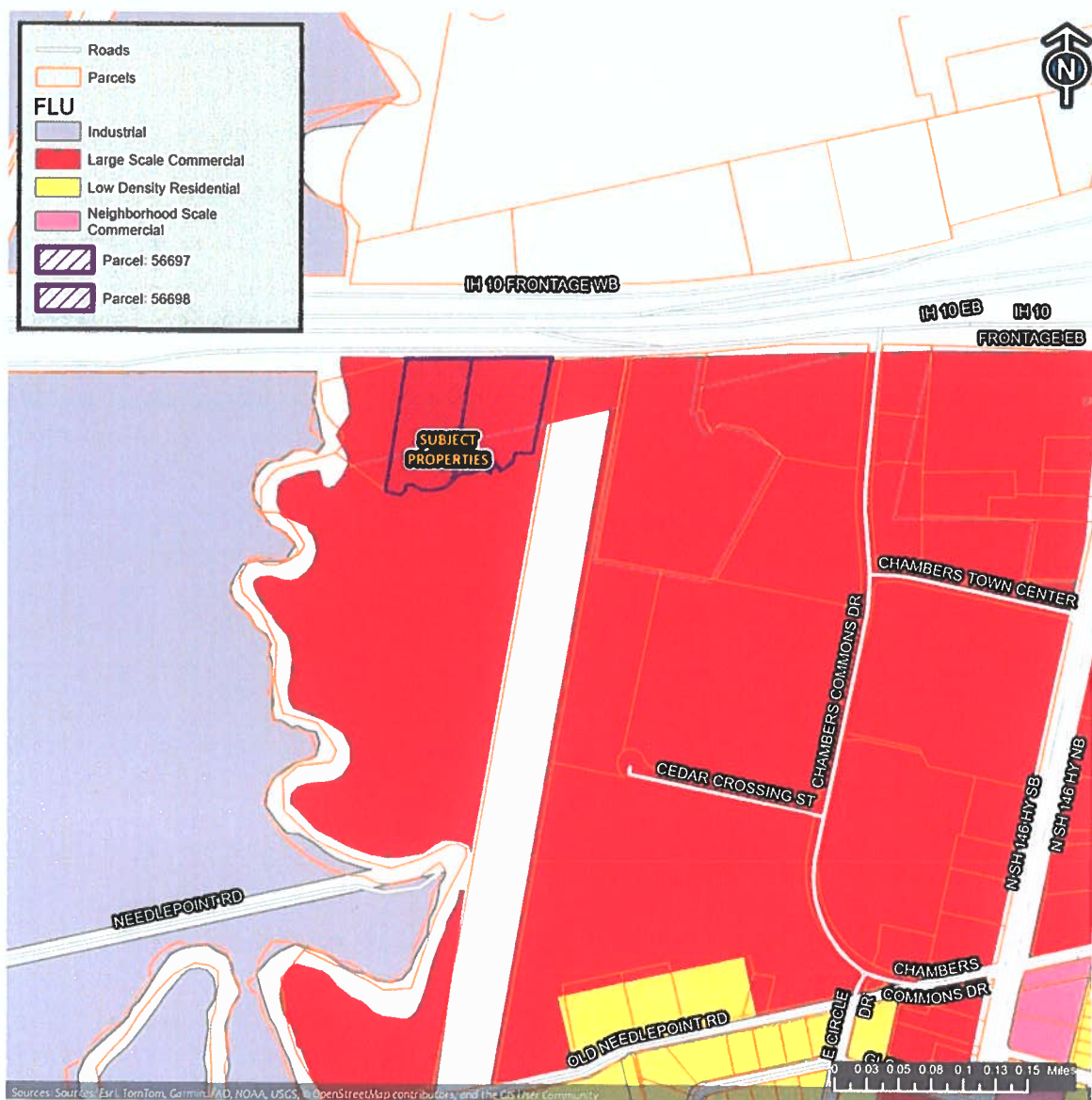


Figure 3. Future Land Use Map

4. **Explain how the proposed map amendment promotes the purposes of the ULDC.**

The proposed rezoning from OR to GC aligns with the purposes of the ULDC by promoting orderly development, supporting reinvestment in an existing business, and ensuring compatibility with surrounding land uses in terms of both current zoning and future land use designation. The amendment will formalize the site's long-standing commercial use, allowing the business owner to pursue expansion that further utilizes the subject property and contributes to the local economy.

Any future development on the site will be subject to all applicable provisions of the ULDC and other adopted codes, including requirements for site design, access, drainage, and landscaping. These regulations are in place to safeguard public health, safety, and welfare, and their application ensures that the proposed amendment supports the overall intent of the City's land development policies.

5. **Explain how the proposed map amendment provides adequate infrastructure.**

A preliminary review of the City's interactive GIS map indicates that a water main runs along the side of Interstate 10 where the subject property is located; however, no wastewater main is shown. As previously noted, The Trux Super Store has been operating on the eastern portion of the subject property since 2018. The applicant has indicated that the proposed new building will utilize existing infrastructure. At this time, no extension of public infrastructure is anticipated. Should future development require connection to City utilities, it will be the responsibility of the property owner to coordinate with the City's Public Works Department to ensure compliance with all applicable infrastructure and utility standards.

6. **Explain how the proposed map amendment is compatible with the surrounding area.**

The subject property is currently zoned OR and is directly adjacent to GC zoned parcels to the west and south. To the east, the property borders a narrow strip of GC and OR zoned parcels. A significant portion of the surrounding area remains vacant and undeveloped.

The OR zoning designation often serves as an interim classification for properties pending long-term land use determinations. The business owner is seeking to expand the existing business and proposes to add a new building to the subject property on Parcel 56698. The proposed rezoning from OR to GC is intended to formalize the site's long-established commercial use, encourage reinvestment, and support ongoing economic development in the area.

7. **Explain how the proposed map amendment advances normal and orderly development and improvement of the surrounding properties.**

As indicated in the previous response, the OR zoning designation often functions as an interim classification for properties awaiting long-term land use decisions. The proposed rezoning of the subject property from OR to GC will formalize the site's long-established commercial use, promote reinvestment, and contribute to sustained economic activity in the area. This amendment aligns with the City's planning objectives by facilitating appropriate land use and encouraging the orderly development of adjacent and nearby properties.

Any future development or expansion of the business will be required to comply with all applicable City development standards, the Code of Ordinances, and the regulations governing the GC zoning district.

8. **Explain the changed conditions on the subject property or in its vicinity.**

As previously noted, the most noticeable change occurred in November 2017, when the City annexed approximately 144.12 acres of land in the area, which included the subject property. According to the applicant, The Trux Super Store has been operating on the subject property since 2018. Much of the subject property's immediate surrounding area remains undeveloped.

9. **Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.**

The proposed map amendment mitigates potential adverse impacts by aligning the zoning of the subject property with its long-established commercial use and the City's Future Land Use Map designation. The rezoning from OR to GC does not introduce a new or incompatible land use, but instead formalizes an existing business that has been operating

on the site since 2018. As such, the amendment is not expected to result in significant new impacts to the surrounding natural or built environment.

The subject property is surrounded by similarly zoned commercial parcels and largely undeveloped land, which minimizes the potential for land use conflicts. Existing public infrastructure, including roadway access and water service, already supports the current use, and no extension of public infrastructure is anticipated as a result of the rezoning. Any future development or expansion of the site will be required to comply with all applicable City codes, ordinances, and development standards.

10. Address community need.

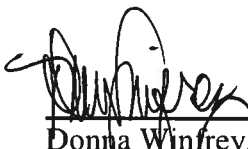
The proposed map amendment addresses the community need by supporting the continued operation and expansion of an existing commercial business that provides truck parts and accessories to customers. By aligning the zoning with the site's established commercial use and Future Land Use Map designation, the rezoning allows the business to reinvest in the property, expand its operations, and continue providing goods and services that support local and regional transportation-related activity.

Additionally, the proposed amendment promotes economic development by encouraging reinvestment in an existing business, supporting local employment opportunities, and contributing to the City's commercial tax base.

Planning Staff Recommendations

Staff recommends approval of the proposed zoning map amendment from Open Space/Recreation (OR) to General Commercial (GC) for the subject property located at 9900 E IH 10, Baytown, Texas.

The Commission recommends ☐ approval / ☐ disapproval of the proposed zoning map amendment from OR to GC on the 20th day of January, 2026.



Donna Winfrey, Chairperson
City of Baytown, Texas
Planning and Zoning Commission



CITY COUNCIL MEETING

5. c.

Meeting Date: 02/12/2026

Subject: Consider stop control modifications on Manor Drive at Squire Drive

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" of the Code of Ordinances, to authorize the installation of stop control modifications on Manor Drive at Squire Drive.

PREFACE

Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" Schedule VIII Designation - "Stop and Yield Intersections" of the Code of Ordinances, Baytown, Texas, to authorize the installation of stop control modifications on Manor Drive at Squire Drive.

The purpose of this ordinance is to request modifying the stop control on Manor Drive at Squire Drive. These neighborhood streets are classified as local streets by the Baytown Major Thoroughfare Plan. There is currently only a stop on Squire Drive on the southbound approach to Manor Drive. Below is a list of the intersections that would have stop signs installed. Attached to the agenda is an exhibit that shows the locations of the proposed stop signs.

Manor Drive:

- Stop sign on Manor Drive on eastbound approach to Squire Drive.
- Stop sign on Manor Drive on westbound approach to Squire Drive.

Pursuant to Section 94-63(a) of the City of Baytown Code of Ordinance, this item was presented to the Planning and Zoning Commission on January 20, 2026, and the Commission recommended approval.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 10003013-53021
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$328.96
Fiscal Impact (Additional Information):
Material and Labor Cost.

Attachments

Ordinance Amending Ch. 94 to Add Stop Signs at Manor Drive and Squire Drive.vh
Exhibit A - Proposed Stop Sign Layout

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 "TRAFFIC AND VEHICLES," ARTICLE IV "SPECIFIC STREET REGULATIONS," SECTION 94-121 "SCHEDULES ENUMERATED," OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS, TO AUTHORIZE THE INSTALLATION OF STOP SIGNS AT THE FOLLOWING INTERSECTION, MANOR DRIVE AT SQUIRE DRIVE, THEREBY CONVERTING THE INTERSECTION TO STOP SIGN CONTROL; AUTHORIZING THE POSTING OF PROPER SIGNS; REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH VIOLATION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That Chapter 94 "Traffic and Vehicles," Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated," of the Code of Ordinances of the City of Baytown, Texas, is hereby amended to authorize the installation stop signs at the following intersection, Manor Drive at Squire Drive, thereby converting the intersection to stop sign control, as depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 2: The Director of Public Works/Engineering is authorized and directed to cause removal of the traffic signals and placement of the proper signs to be posted at the above-referenced locations.

Section 3: It shall be unlawful for a driver of a vehicle to disobey the instructions of a sign placed in accordance with the provisions of this ordinance, unless at the time otherwise directed by a police officer.

Section 4: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 6: Any person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than ONE

AND NO/100 DOLLAR (\$1.00) nor more than TWO HUNDRED AND NO/100 DOLLARS (\$200.00).

Section 7: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Proposed Stop Signs on Manor Drive at Squire Drive



Legend



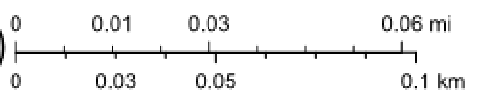
Existing Stop Sign



Proposed Stop Sign



1:2,175



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



CITY COUNCIL MEETING

5. d.

Meeting Date: 02/12/2026

Subject: Consider stop control modifications on North Jones Street at West Murrill Avenue, on North Gaillard Street at West Murrill Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on Leavins Street at Marian Street, on Ashbel Court at West Wright Avenue and West Murrill Avenue, on North Ashbel Street at West Wright Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on West Wright Avenue at North Gaillard Street, on West Murrill Avenue at North Ashbel Street, on West Hunnicutt Avenue at North Gaillard Street, on West Commerce Street at West Fayle Avenue and Marian Street

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" of the Code of Ordinances, to authorize the installation of stop control modifications on North Jones Street at West Murrill Avenue, on North Gaillard Street at West Murrill Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on Leavins Street at Marian Street, on Ashbel Court at West Wright Avenue and West Murrill Avenue, on North Ashbel Street at West Wright Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on West Wright Avenue at North Gaillard Street, on West Murrill Avenue at North Ashbel Street, on West Hunnicutt Avenue at North Gaillard Street, on West Commerce Street at West Fayle Avenue and Marian Street.

PREFACE

Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" Schedule VIII Designation -- "Stop and Yield Intersections" of the Code of Ordinances, Baytown, Texas, to authorize the installation of stop control modifications on North Jones Street at West Murrill Avenue, on North Gaillard Street at West Murrill Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on Leavins Street at Marian Street, on Ashbel Court at West Wright Avenue and West Murrill Avenue, on North Ashbel Street at West Wright Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on West Wright Avenue at North Gaillard Street, on West Murrill Avenue at North Ashbel Street, on West Hunnicutt Avenue at North Gaillard Street, on West Commerce Street at West Fayle Avenue and Marian Street.

The purpose of this ordinance is to request modifying the stop control on North Jones Street at West Murrill Avenue, on North Gaillard Street at West Murrill Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on Leavins Street at Marian Street, on Ashbel Court at West Wright Avenue and West Murrill Avenue, on North Ashbel Street at West Wright Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on West Wright Avenue at North Gaillard Street, on West Murrill Avenue at North Ashbel Street, on West Hunnicutt Avenue at North Gaillard Street, on West Commerce Street at West Fayle Avenue and Marian Street. These neighborhood streets are classified as local and collector roads by the Baytown Major Thoroughfare Plan. There are currently no-stop control intersections at these locations.

There are yield signs on North Gaillard Street at West Lobit Avenue for northbound and southbound traffic. There are yield signs on North Ashbel Street at West Lobit Avenue for northbound and southbound traffic.

Below is a list of the intersections that would have stop signs installed. Attached to the agenda is an exhibit that shows the locations of the proposed stop signs.

North Jones Street:

- Stop sign on North Jones Street on northbound approach to West Murrill Avenue.
- Stop sign on North Jones Street on southbound approach to West Murrill Avenue.

North Gaillard Street:

- Stop sign on North Gaillard Street on northbound approach to West Murrill Avenue.
- Stop sign on North Gaillard Street on southbound approach to West Murrill Avenue.
- Stop sign on North Gaillard Street on northbound approach to West James Avenue.
- Stop sign on North Gaillard Street on southbound approach to West James Avenue.
- Stop sign on North Gaillard Street on northbound approach to West Jack Avenue.
- Stop sign on North Gaillard Street on southbound approach to West Jack Avenue.
- Stop sign on North Gaillard Street on northbound approach to West Lobit Avenue.
- Stop sign on North Gaillard Street on southbound approach to West Lobit Avenue.
- Stop sign on North Gaillard Street on northbound approach to West Adoue Avenue.
- Stop sign on North Gaillard Street on southbound approach to West Adoue Avenue.
- Stop sign on North Gaillard Street on northbound approach to Marian Street.

Leavins Street:

- Stop sign on Leavins Street on northbound approach to Marian Street.

Ashbel Court:

- Stop sign on Ashbel Court on southbound approach to West Wright Avenue.
- Stop sign on Ashbel Court on northbound approach to West Murrill Avenue.

North Ashbel Street:

- Stop sign on North Ashbel Street on northbound approach to West Wright Avenue.
- Stop sign on North Ashbel Street on southbound approach to West Wright Avenue.
- Stop sign on North Ashbel Street on northbound approach to West James Avenue.
- Stop sign on North Ashbel Street on southbound approach to West James Avenue.
- Stop sign on North Ashbel Street on northbound approach to West Jack Avenue.
- Stop sign on North Ashbel Street on southbound approach to West Jack Avenue.
- Stop sign on North Ashbel Street on northbound approach to West Lobit Avenue.
- Stop sign on North Ashbel Street on southbound approach to West Lobit Avenue.
- Stop sign on North Ashbel Street on northbound approach to West Adoue Avenue.
- Stop sign on North Ashbel Street on southbound approach to West Adoue Avenue.
- Stop sign on North Ashbel Street on northbound approach to Marian Street.

West Commerce Street:

- Stop sign on West Commerce Street on southbound approach to West Fayle Avenue.
- Stop sign on West Commerce Street on northbound approach to Marian Street.

West Wright Street:

- Stop sign on West Wright Street on westbound approach to North Gaillard Street.

West Murrill Avenue:

- Stop sign on West Murrill Avenue on eastbound approach to North Ashbel Street.

West Hunnicutt Avenue:

- Stop sign on West Hunnicutt Avenue on westbound approach to North Gaillard Street.

Pursuant to Section 94-63(a) of the City of Baytown Code of Ordinance, this item was presented to the Planning and Zoning Commission on January 20, 2026, and the Commission recommended approval.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 10003013-53021
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$5,263.36
Fiscal Impact (Additional Information):
Labor and Material Cost.

Attachments

Ordinance Amending Ch. 94 to Add Stop Signs at Multiple Locations.vh
Exhibit A - Proposed Stop Sign Layout

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 "TRAFFIC AND VEHICLES," ARTICLE IV "SPECIFIC STREET REGULATIONS," SECTION 94-121 "SCHEDULES ENUMERATED," OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS, TO AUTHORIZE THE INSTALLATION OF STOP SIGNS AT THE FOLLOWING INTERSECTIONS, NORTH JONES STREET AT WEST MURRILL AVENUE, ON NORTH GAILLARD STREET AT WEST MURRILL AVENUE, WEST JAMES AVENUE, WEST JACK AVENUE, WEST LOBIT AVENUE, WEST ADOUE AVENUE AND MARIAN STREET, ON LEAVINS STREET AT MARIAN STREET, ON ASHBEL COURT AT WEST WRIGHT AVENUE AND WEST MURRILL AVENUE, ON NORTH ASHBEL STREET AT WEST WRIGHT AVENUE, WEST JAMES AVENUE, WEST JACK AVENUE, WEST LOBIT AVENUE, WEST ADOUE AVENUE AND MARIAN STREET, ON WEST WRIGHT AVENUE AT NORTH GAILLARD STREET, ON WEST MURRILL AVENUE AT NORTH ASHBEL STREET, ON WEST HUNNICUTT AVENUE AT NORTH GAILLARD STREET, ON WEST COMMERCE STREET AT WEST FAYLE AVENUE AND MARIAN STREET, THEREBY CONVERTING THE INTERSECTIONS TO STOP SIGN CONTROL; AUTHORIZING THE POSTING OF PROPER SIGNS; REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH VIOLATION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That Chapter 94 "Traffic and Vehicles," Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated," of the Code of Ordinances of the City of Baytown, Texas, is hereby amended to authorize the installation stop signs at the following intersections, North Jones Street at West Murrill Avenue, on North Gaillard Street at West Murrill Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on Leavins Street at Marian Street, on Ashbel Court at West Wright Avenue and West Murrill Avenue, on North Ashbel Street at West Wright Avenue, West James Avenue, West Jack Avenue, West Lobit Avenue, West Adoue Avenue and Marian Street, on West Wright Avenue at North Gaillard Street, on West Murrill Avenue at North Ashbel Street, on West Hunnicutt Avenue at North Gaillard Street, on West Commerce Street at West Fayle Avenue and Marian Street, thereby converting the intersection to stop sign control, as depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 2: The Director of Public Works/Engineering is authorized and directed to cause removal of the traffic signals and placement of the proper signs to be posted at the above-referenced locations.

Section 3: It shall be unlawful for a driver of a vehicle to disobey the instructions of a sign placed in accordance with the provisions of this ordinance, unless at the time otherwise directed by a police officer.

Section 4: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 6: Any person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than ONE AND NO/100 DOLLAR (\$1.00) nor more than TWO HUNDRED AND NO/100 DOLLARS (\$200.00).

Section 7: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

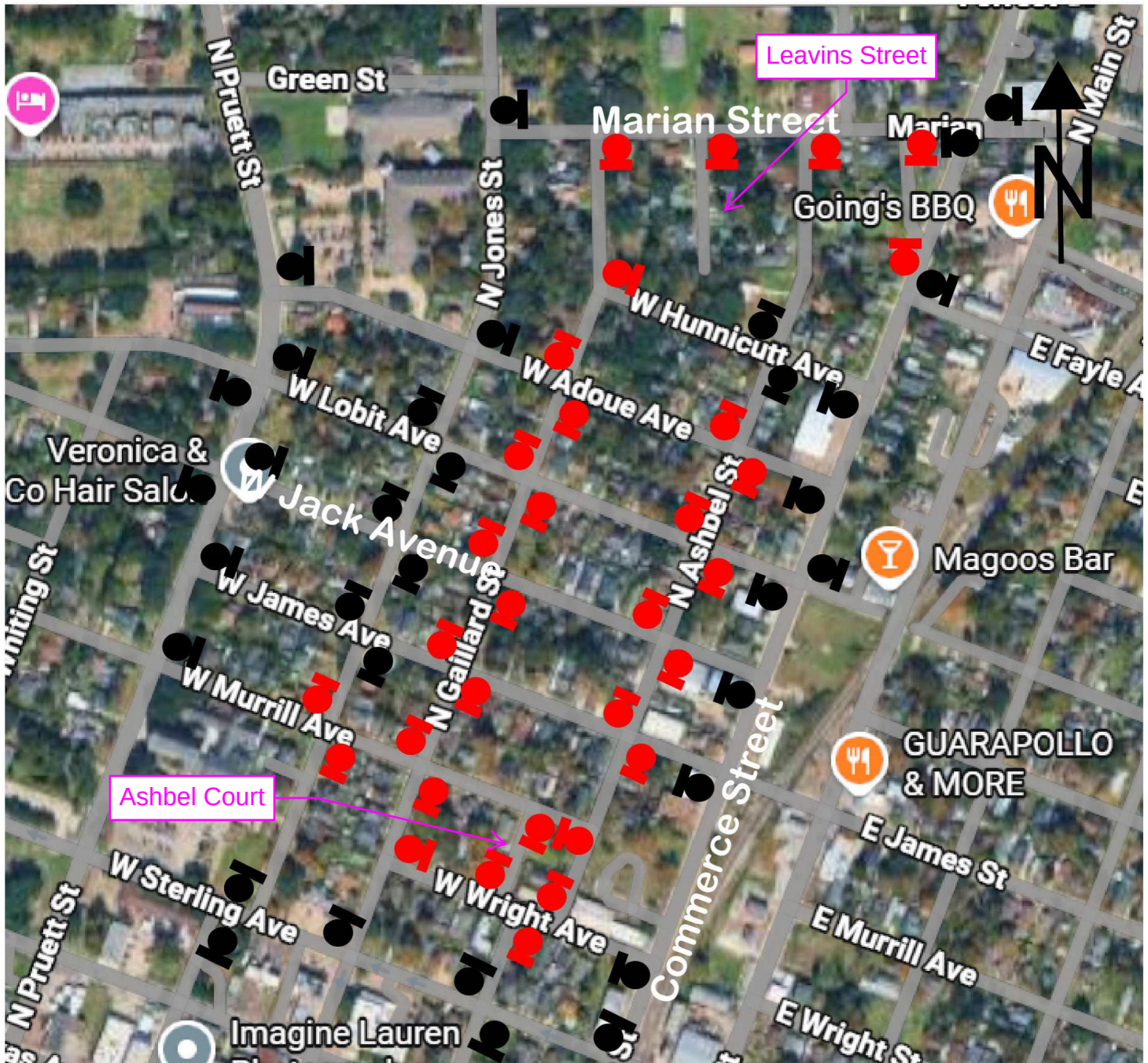
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT A

Proposed Stop Signs in Area Bounded by West Wright Avenue, North Jones Street, Marian Street, and West Commerce Street



Legend



Existing Stop Sign

Proposed Stop Sign



CITY COUNCIL MEETING

6. a.

Meeting Date: 02/12/2026

Subject: Consider nominating JSW Steel (USA) Inc. for the Texas Enterprise Zone Program

Prepared for: Brian Moran, Administration

Prepared by: Brian Moran, Administration

Department: Administration

Information

ITEM

Consider a resolution nominating JSW Steel (USA) Inc., to the Governor's Office of Economic Development, for designation as a qualified business and an Enterprise Project under the Texas Enterprise Zone Program.

PREFACE

This proposed resolution nominates JSW Steel (USA) Inc. to the Governor's Office of Economic Development, for designation as a qualified business and an Enterprise Project under the Texas Enterprise Zone Program. There are no local tax abatements or incentives associated with this project.

JSW Steel (USA) Inc. respectfully seeks the City of Baytown's support in nominating this job retention project under the Texas Enterprise Zone Program. The designation would make JSW Steel (USA) Inc. eligible to receive rebates on state sales and use tax the company will incur throughout the five-year period. These rebates will help facilitate the significant new investment and job retention at the Baytown site.

JSW Steel is currently undertaking \$110 million project at its Baytown facility that will significantly increase the quality and output of its steel plate production capabilities. For the purposes of the Texas Enterprise Zone Program, over the next year JSW Steel will invest \$65 million toward the installation and commissioning of new equipment. This capital investment includes a new Pre-Leveler, Accelerated Cooling and Direct Quenching system (ACCDQ), and a heavy cooling bed for rolling critical grade heavy plates. Additionally, the project includes installation of essential auxiliary systems such as water filtration, cooling towers, a pumping station, E-rooms, operating pulpits, and a water tower. The project will be completed, and all equipment placed in service, in 2026.

The Baytown facility, located at 5200 East McKinney Road, houses one of the widest plate mills in North America, supplying steel plates and pipes to both domestic and international markets. This investment reflects JSW Steel's commitment to strengthening the domestic steel supply chain and supporting sustainable, resilient manufacturing within the United States.

If approved, JSW Steel will retain 490 full-time employees and plans to create 10 new jobs at the Baytown facility. The estimated annual payroll for the jobs retained is \$45,990,693 with the average annual wage of \$93,858. For the new jobs created with the project, the total annual payroll will be \$776,750 and the average annual wage is estimated at \$77,675.

Over the years, JSW Steel has actively contributed to community efforts such as Baytown's Back 2 School programs, Cops and Cruisers, and Toys for Tots. JSW Steel also supports educational advancement by providing scholarships to local students and partnering with community organizations to foster meaningful impact.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact associated with this item.

Attachments

JSW Steel Enterprise Zone Resolution 2026

Project Description Letter

Job Retention Letter

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, NOMINATING JSW STEEL (USA) INC., TO THE TEXAS ECONOMIC DEVELOPMENT AND TOURISM OFFICE WITHIN THE OFFICE OF THE GOVERNOR THROUGH THE TEXAS ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND AN ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown (the "City") approved Ordinance No. 16,134 on May 8, 2025, electing to participate in the Texas Enterprise Zone Program; and

WHEREAS, the Texas Economic Development and Tourism Office within the Office of the Governor through the Texas Economic Development Bank will consider JSW Steel (USA) Inc., as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the incentives listed in Ordinance 16,134 are, or will be made, available for JSW Steel (USA) Inc., as a nominated project; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), JSW Steel (USA) Inc., has applied to the City for designation as an enterprise project; and

WHEREAS, the City is in full compliance with the Texas Enterprise Zone Act, Chapter 2303; and

WHEREAS, the City finds JSW Steel (USA) Inc., meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. JSW Steel (USA) Inc., is a "qualified business" under Section 2303.402 of the Act because it will be engaged in the active conduct of a trade or business at a qualified business site located outside an enterprise zone and at least thirty-five percent 35.0% of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been, and will continue to be, a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of JSW Steel (USA) Inc., as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that JSW Steel (USA) Inc., meets the criteria for tax relief and other incentives adopted by the City and nominates JSW Steel (USA) Inc., for enterprise project status on the

grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate JSW Steel (USA) Inc., as an enterprise project pursuant to the Act;

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

Section 1: That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

Section 2: That JSW Steel (USA) Inc., is a "qualified business," as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

Section 3: That the enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate on March 3, 2031.

Section 4: All resolutions or parts of resolutions inconsistent with the terms of this resolution are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this resolution shall be cumulative of other resolutions regulating and governing the subject matter covered by this resolution.

Section 5: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void, or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-2-12\JSW Steel Enterprise Zone Resolution 2026-mhs.revised-SL comments.docx



JSW Steel (USA) Inc.

**5200 East McKinney Road
Baytown, Texas 77523
Phone: (281) 383-5100**

December 23, 2025

Jason Reynolds
City Manager
Baytown, TX
2401 Market Street
Baytown, Texas 77520

Adriana Cruz
Executive Director
Office of the Governor
Economic Development & Tourism
1100 San Jacinto Boulevard, 3rd Floor
Austin, Texas 78701-2428

Re: Project Description Letter for JSW Steel (USA) Inc.
Texas Enterprise Project Application

Dear Mr. Reynolds and Ms. Cruz:

JSW Steel (USA) Inc., a Texas corporation ("JSW Steel") is a U.S. subsidiary of a USD 23 billion JSW Group, a global metals and industrial conglomerate headquartered in Mumbai, India. JSW Steel's ultimate parent JSW Steel Ltd is publicly traded on the Bombay Stock Exchange and National Stock Exchange in India. Established in 2007, JSW Steel along with JSW Steel USA Ohio, Inc., an Ohio corporation ("JSW Ohio" and, together with JSW Steel, "JSW Steel USA") operate major manufacturing facilities in Baytown, Texas, and Mingo Junction, Ohio, producing hot-rolled coil, steel plates, and welded pipes for the energy, infrastructure, and heavy manufacturing sectors. The company emphasizes advanced steelmaking technology, U.S.-based production, and long-term investment in its operations and workforce. In 2025, the ultimate parent company had revenue more than \$19 billion and over 40,000 employees worldwide.

The Baytown facility, located at 5200 East McKinney Road, houses one of the widest plate mills in North America, supplying steel plates and pipes to both domestic and international markets. The Mingo Junction facility utilizes electric arc furnace technology to produce high-quality steel slabs that support a range of industrial applications. Together, these facilities reflect JSW Steel USA's commitment to strengthening the domestic steel supply chain and supporting sustainable, resilient manufacturing across the United States.

JSW Steel is currently undertaking a \$110 million project at its Baytown facility that will significantly increase the quality and output of its steel plate production capabilities. This investment will enable the facility to serve growing markets, including the infrastructure and energy sectors. For the purposes of the Texas Enterprise Zone Program, over the next



JSW Steel (USA) Inc.

5200 East McKinney Road

Baytown, Texas 77523

Phone: (281) 383-5100

year JSW Steel will invest \$65 million toward the installation and commissioning of new equipment. This capital investment includes a new Pre-Leveler, Accelerated Cooling and Direct Quenching system (ACCDQ), and a heavy cooling bed for rolling critical grade heavy plates. Additionally, the project includes installation of essential auxiliary systems such as water filtration, cooling towers, a pumping station, E-rooms, operating pulpits, and a water tower. The project will be completed, and all equipment placed in service, in 2026. This investment reflects JSW Steel's continued efforts to enhance, modernize, and expand operations to meet emerging market opportunities in the years ahead.

As on 31st Oct 2025, JSW Steel had 585 employees at the Baytown facility and does not have any other employees in the State of Texas. As a result of this investment, JSW Steel expects to maintain its existing level of employment and retain 490 full-time jobs and hire 10 new jobs for benefit under the Enterprise Zone Program. These jobs meet the definition of a "retained job" in Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefits. The new jobs meet the definition of "new permanent job" in Texas Government Code §2303.401(1) because they will be created by a qualified business as described by Section 2303.402 at the qualified business site not earlier than the 90th day before the date the business's project or activity is designated as an enterprise project, will provide and continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit.

JSW Steel qualifies under Government Code §2303.404 to receive the enterprise project designation, because (1) it involves "an expansion, renovation, or new construction"; (2) it will be completed within a predetermined period of time not to exceed five years; and (3) JSW Steel utilizes an accounting system that allows for tracking of income and expenses related to the Baytown facility. JSW Steel will maintain separate payroll and tax records of the business activity conducted at the qualified business sites under the Enterprise Project designation and does not have any transportation needs at this time.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that "the business is able to employ individuals in accordance with Section 2303.402." JSW Steel qualifies for job retention benefits under this statutory provision because JSW Steel is an Equal Opportunity Employer, and will use a proprietary, voluntary questionnaire to actively track new-hires to determine "economically disadvantaged" hiring patterns. Additionally, JSW Steel will geo-code new-hires to identify employees that reside in state Enterprise Zones. The data collected from the questionnaires and geo-coding will be used to establish a best-practices model for hiring employees in accordance with Section 2303.402.



JSW Steel (USA) Inc.

5200 East McKinney Road

Baytown, Texas 77523

Phone: (281) 383-5100

JSW Steel affirms that the success of the organization and the well-being of its employees are intrinsically linked to the vitality of the communities in which they operate. In alignment with this commitment, JSW Steel actively contributes to community development through initiatives such as Baytown's "Back 2 School," Cops and Cruisers, and Toys for Tots. Furthermore, JSW Steel supports educational advancement by providing scholarships to local students and partnering with community organizations to foster meaningful impact.

JSW Steel is proud to be an integral part of the Baytown community and will continue to be an active participant, contributor, and corporate citizen. JSW Steel is excited about its plan to enhance capabilities at the facility and look forward to working with the Texas Enterprise Zone Program and Baytown in the coming years.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Krishnamurty'.

Krishnamurty Karra
Director of Tax
JSW Steel (USA) Inc.



JSW Steel (USA) Inc.

5200 East McKinney Road

Baytown, Texas 77523

Phone: (281) 383-5100

December 23, 2025

Jason Reynolds
City Manager
Baytown, TX
2401 Market Street
Baytown, Texas 77520

Re: Request for Job Retention Benefits for JSW Steel (USA) Inc.
Texas Enterprise Project Application

Dear Mr. Moran:

We are pleased to present the relevant information required by Chapter 2303 of the Texas Government Code for your consideration and nomination of JSW Steel (USA) Inc.'s operations located in Baytown, Texas as a Texas Enterprise Project for job retention benefits.

JSW Steel (USA) Inc., a Texas corporation ("JSW Steel") is a U.S. subsidiary of a USD 23 Billion JSW Group, a global metals and industrial conglomerate headquartered in Mumbai, India. JSW Steel's ultimate parent JSW Steel Ltd is publicly traded on the Bombay Stock Exchange and National Stock Exchange in India. Established in 2007, JSW Steel along with JSW Steel USA Ohio, Inc., an Ohio corporation ("JSW Ohio" and, together with JSW Steel, "JSW Steel USA") operate major manufacturing facilities in Baytown, Texas, and Mingo Junction, Ohio, producing hot-rolled coil, steel plates, and welded pipes for the energy, infrastructure, and heavy manufacturing sectors. The company emphasizes advanced steelmaking technology, U.S.-based production, and long-term investment in its operations and workforce.

The Baytown facility, located at 5200 East McKinney Road, houses one of the widest plate mills in North America, supplying steel plates and pipes to both domestic and international markets. The Mingo Junction facility utilizes electric arc furnace technology to produce high-quality steel slabs that support a range of industrial applications. Together, these facilities reflect JSW Steel USA's commitment to strengthening the domestic steel supply chain and supporting sustainable, resilient manufacturing across the United States.



JSW Steel (USA) Inc.

5200 East McKinney Road
Baytown, Texas 77523
Phone: (281) 383-5100

JSW Steel is currently undertaking a \$110 million project at its Baytown facility that will significantly increase the quality and output of its steel plate production capabilities. This investment will enable the facility to serve growing markets, including the infrastructure and energy sectors. For the purposes of the Texas Enterprise Zone Program, over the next year JSW Steel will invest \$65 million toward the installation and commissioning of new equipment. This capital investment includes a new Pre-Leveler, Accelerated Cooling and Direct Quenching system (ACCDQ), and a heavy cooling bed for rolling critical grade heavy plates. Additionally, the project includes installation of essential auxiliary systems such as water filtration, cooling towers, a pumping station, E-rooms, operating pulpits, and a water tower. The project will be completed, and all equipment placed in service, in 2026. This investment reflects JSW Steel's continued efforts to enhance, modernize, and expand operations to meet emerging market opportunities in the years ahead. As a results of these investments, JSW Steel respectfully requests ***a Texas Enterprise nomination*** from Baytown for the March 2, 2026 round.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that "the business is able to employ individuals in accordance with Section 2303.402." JSW Steel qualifies for job retention benefits under this statutory provision because JSW Steel is an Equal Opportunity Employer, and will use a proprietary, voluntary questionnaire to actively track new-hires to determine "economically disadvantaged" hiring patterns. Additionally, JSW Steel will geo-code new-hires to identify employees that reside in state Enterprise Zones. The data collected from the questionnaires and geo-coding will be used to establish a best-practices model for hiring employees in accordance with Section 2303.402.

If designated as an enterprise project by the State of Texas, JSW Steel commits to hiring thirty-five percent (35%) economically disadvantaged persons, enterprise zone residents or veterans, for its new or replacement personnel for certified jobs, during its enterprise project designation. As of 31st Oct 2025, JSW Steel had 585 employees at the Baytown facility. JSW Steel expects to maintain its existing level of employment and retain 490 full-time and hire 10 new jobs for benefit under the Enterprise Zone Program. These jobs meet the definition of a "retained job" in Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit.



JSW Steel (USA) Inc.

5200 East McKinney Road

Baytown, Texas 77523

Phone: (281) 383-5100

JSW Steel affirms that the success of the organization and the well-being of its employees are intrinsically linked to the vitality of the communities in which they operate. In alignment with this commitment, JSW Steel actively contributes to community development through initiatives such as Baytown's "Back 2 School," Cops and Cruisers, and Toys for Tots. Furthermore, JSW Steel supports educational advancement by providing scholarships to local students and partnering with community organizations to foster meaningful impact.

JSW Steel is proud to be an integral part of the Baytown community and will continue to be an active participant, contributor, and corporate citizen. JSW Steel is excited about its plan to enhance capabilities at the facility and look forward to working with the Texas Enterprise Zone Program and Baytown in the coming years.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Krishnamurty'.

Krishnamurty Karra
Director of Tax
JSW Steel USA



CITY COUNCIL MEETING

7. a.

Meeting Date: 02/12/2026

Subject: Discuss and take possible action regarding the Mayor Pro Tem

Prepared by: Gabriella Gonzales, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Discuss and take possible action regarding the City of Baytown Mayor Pro Tem.

PREFACE

This item is to discuss and take possible action regarding the Mayor Pro Tem. Section 15 of the Charter of the City of Baytown provides that the Council shall elect a Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor and, if a vacancy should occur, shall become Mayor until the next regular election.



CITY COUNCIL MEETING

8. a.

Meeting Date: 02/12/2026

Subject: Interlocal Agreement between the City of Baytown and Baytown Crime Control and Prevention District to fund fifteen (15) Rental Cars from EAN Holdings, LLC d/b/a Enterprise Rent-A-Car.

Prepared for: John Stringer, Police

Prepared by: Jason Kelly, Police

Department: Police

Information

ITEM

Consider an ordinance authorizing an Interlocal Agreement between the City of Baytown and Baytown Crime Control and Prevention District to fund fifteen (15) rental cars from EAN Holdings, LLC d/b/a Enterprise Rent-A-Car.

PREFACE

The City Council approved the rental of these fifteen (15) rental cars for long term rental to assist in accomplishing clandestine/covert operations of the Police Department under Ordinance No. 16,338. The City Council authorized an amount not to exceed ONE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$198,000.00) to EAN Holdings, LLC d/b/a Enterprise Rent-A-Car for the rental of this vehicles. This agreement provides that the funding for the vehicles will be paid or reimbursed by the Baytown Crime Control and Prevention District.

Fiscal Impact

Fiscal Year: FY26
Acct Code: 31007010-54025
Source of Funds (Operating/Capital/Bonds): CCPD
Funds Budgeted Y/N: Y
Amount Needed: \$198,000.00
Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing Interlocal Agreement for Funding of 15 Rental Cars from Crime Control Prevention District.vh
CCPD - COB Interlocal for Funding of 15 Rental Cars from Enterprise.vh

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT FOR THE FUNDING OF THE RENTAL OF FIFTEEN (15) VEHICLES FROM EAN HOLDINGS, LLC D/B/A ENTERPRISE RENT-A-CAR; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to an Interlocal Agreement with the Baytown Crime Control and Prevention District. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

AGREEMENT FOR FUNDING OF THE RENTAL OF FIFTEEN (15) VEHICLES FROM EAN HOLDINGS, LLC D/B/A ENTERPRISE RENT-A-CAR

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Funding of the Rental of Fifteen (15) Vehicles from EAN Holdings, LLC d/b/a Enterprise Rent-A-Car through an interlocal cooperative purchasing agreement with Harris County (the "Agreement") is made by and between the CITY OF BAYTOWN, a municipal corporation located in Harris and Chambers Counties, Texas, (the "City") and the BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT, created under Chapter 363 of the Texas Local Government Code, as amended, (the "Act") and located in Harris County, Texas, (the "District"). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

- a) The District was created to finance all costs of a crime control and crime prevention program as defined by Section 363.151 of the Texas Local Government Code.
- b) The District covenants that it shall actively work to productively coordinate its activities with the City in an effort to reduce duplication of services.
- c) The District represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Program.

The District has authorized ONE-HUNDRED, NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$198,000.00) for the rental of fifteen (15) vehicles for long term rental to assist in accomplishing clandestine/covert operations ("Project").

Section 3. Reports.

The City shall prepare and submit to the District within 120 days after the end of each fiscal year during the term of this Agreement a verbal or brief written report describing the services performed by the City pursuant to this Agreement during the previous year along with a summary of expenditures for the previous fiscal year.

Section 4. Approvals.

The District understands, hereby directs and authorizes the City to make any Project clarifications and/or modifications as may be necessary as determined by the City in its sole discretion.

Section 5. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of this Agreement, the District shall tender funds to the City in an amount not to exceed ONE-HUNDRED, NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$198,000.00). All payments required to be made herein shall be payable on or before thirty (30) days after the District receives an invoice therefor from the City. Upon receipt of the funds from the District, the City shall enter into an agreement to rent fifteen (15) vehicles from EAN Holdings, LLC., d/b/a Enterprise Rent-A-Car.

Section 6. Term.

This Agreement shall be effective on the 22nd day of January, 2026, and shall expire thirty (30) days after final completion of the Project by the City, unless sooner terminated by either party hereto pursuant to the terms hereof.

Section 7. Termination for Cause.

A party may terminate its performance under this Agreement only upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its obligations under this Agreement as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said 30-day period the defaulting party cures or has commenced the cure of the default, or (2) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Upon the termination of this Agreement, both parties shall be relieved of their respective obligations herein stated, except for those referenced in Section 9 herein below. This Agreement shall not be subject to termination for convenience.

Section 8. Force Majeure.

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of funds allocated for the District's programs. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties or other causes beyond the reasonable control of the party obligated to perform.

Section 9. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by the District to the City pursuant to this Agreement. If at the time of termination, the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the District, the District hereby agrees to pay the total amount committed in Section 5 hereof on or before the effective date of the termination.

Section 10. Parties in Interest.

This Agreement shall bind and benefit the City and the District and shall not bestow any rights upon any third parties.

Section 11. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 12. Compliance with Applicable Laws.

The parties hereto shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Baytown as they now exist or may hereafter be enacted or amended.

Section 13. Choice of Law; Venue.

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in Harris County, Texas.

Section 14. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

District
Baytown Crime Control and Prevention District
Attn: President, Board of Directors
P.O. Box 424
Baytown, Texas 77522-0424
Fax: (281) 420-6586

City
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, Texas 77522-0424
Fax: (281) 420-6586

Section 15. Audits.

The City and the District may, at any reasonable time, conduct or cause to be conducted an audit of the other party's records and financial transactions. The cost of said audit will be borne by the entity requesting the audit. The City and the District shall make available all of its records in support of the audit.

Section 16. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 17. Captions.

The captions of the sections and subsections, if any, of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part or parts of this Agreement.

Section 18. Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 19. Assignment or Transfer of Rights or Obligations.

The City shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the District.

Section 20. Severability.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Section 21. Authority.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original and effective on the ____ day of _____, 2026.

CITY OF BAYTOWN

**BAYTOWN CRIME CONTROL AND
PREVENTION DISTRICT**

JASON E. REYNOLDS
City Manager

NICHOLAS RICE
President

ATTEST:

ATTEST:

ANGELA JACKSON
City Clerk

ANGELA JACKSON
Assistant Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SCOTT LEMOND
City Attorney

VANCE HINDS
General Counsel



CITY COUNCIL MEETING

8. b.

Meeting Date: 02/12/2026

Subject: Consider an ordinance authorizing payment to Innovative Interfaces, Inc for year five of the Sierra Perpetual License agreement and for the one year renewal of the Software as a Service Subscription License and Cloud Hosting agreements.

Prepared for: Lesley Kohles, Library

Prepared by: Lesley Kohles, Library

Department: Library

Information

ITEM

Consider an ordinance authorizing payment to Innovative Interfaces, Inc for year five of a Perpetual License Software Agreement for the library's Integrated Library System database software and for the one year renewal for cloud hosting services and the Software as a Service discovery layer for the library's catalog.

PREFACE

This item allows City Council to authorize payment to Innovative Interfaces, Inc in the amount of \$65,298.07 for the library's software and cloud hosting. This software directly supports library circulation activities including inventory, user database, and the customer discovery layer. The Sierra software license cost is \$46,586.07 for year five of a five year Perpetual License Agreement. This is the fifth annual payment of the five year software contract that was presented to Council and approved in September of 2022. The discovery software license is \$11,500 and cloud hosting is \$7,212 for one year.

Fiscal Impact

Fiscal Year: 2026

Acct Code: 10005020 52011

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$65,298.07

Fiscal Impact (Additional Information):

Amount budgeted from Computer Equipment and Supplies for the library's management system software.

Attachments

Ordinance Authorizing Payment to Innovative Interfaces for Library Software Renewals

Sole Source Letter

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND TWO HUNDRED NINETY-EIGHT AND 07/100 DOLLARS (\$65,298.07) TO INNOVATIVE INTERFACES, INC. FOR YEAR FIVE OF A FIVE-YEAR PERPETUAL LICENSE AGREEMENT IN CONNECTION WITH THE SIERRA INTEGRATED LIBRARY SYSTEM DATABASE SOFTWARE, RENEWAL OF THE SOFTWARE-AS-SERVICE SUBSCRIPTION AGREEMENT IN CONNECTION WITH THE VEGA DISCOVERY LAYER FOR THE LIBRARY'S ONLINE CATALOG, AND RENEWAL OF THE CLOUD-HOSTING SERVICES AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes payment in an amount not to exceed SIXTY-FIVE THOUSAND TWO HUNDRED NINETY-EIGHT AND 07/100 DOLLARS (\$65,298.07) to Innovative Interfaces, Inc. for year five of a five-year Perpetual License Agreement in connection with the Sierra Integrated Library System database software, renewal of the Software As-A-Service Subscription (SAAS) Agreement in connection with the Vega Discovery Layer for the library's online catalog, and renewal of the Cloud-Hosting Services Agreement .

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

December 8, 2025

FAO Loretta Wysocki
Support Services Specialist
Sterling Municipal Library
1 Mary Wilbanks Avenue
Baytown, TX 77520

Re: Sole Source Letter

Dear Loretta,

This letter confirms that Innovative Interfaces Incorporated ("Innovative") is the sole supplier for all application software products and services running on the Sierra platform, including but not limited to, the Sierra Hosted solution. The Sierra product (including Sierra Hosting) cannot be purchased from any third party or supplier other than Innovative as it is a proprietary product and requires Innovative's knowledge and expertise to install and maintain. Accordingly, Innovative is the sole supplier and provider of Innovative's Sierra Software (including applicable Sierra Software maintenance and support services) and Sierra Hosting.

This letter also confirms that Innovative is the sole provider of the Vega Library Experience Platform, featuring Vega Discover. Vega is proprietary software available solely from Innovative.

Innovative retains the exclusive trademark, copyright, trade secret and/or patent rights to the Sierra and Vega software. The software is provided only to those customers who have signed a subscription, services, and support agreement with Innovative, therein agreeing to protect the confidentiality of the proprietary information and trade secrets of the software.

Sincerely yours,



Tim McGee
VP, Sales Operations



CITY COUNCIL MEETING

8. c.

Meeting Date: 02/12/2026

Subject: Consider the purchase of one (1) Ford F250 for Emergency Management

Prepared for: Kenneth Dobson, Fire

Prepared by: Ronald Roberts, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing the purchase of one (1) 2026 Ford F250 from Bill Knight Ford.

PREFACE

Consider an ordinance approving the purchase of one (1) 2026 Ford F250 at a cost of \$51,522.25. This vehicle will replace the Operation of Emergency Management 2009 Ford F150. The vehicle will be purchased from Bill Knight Ford through an HGAC contract # VE 05-24.

Fiscal Impact

Fiscal Year: 2025/2026
Acct Code: 10002026-56800
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: \$51,522.25
Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing HGAC Purchase - 2026 Ford F250 for Office of Emergency Management.vh
HGAC worksheet
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-ONE THOUSAND FIVE HUNDRED TWENTY-TWO AND 25/100 DOLLARS (\$51,522.25) TO UNITED FORD SOUTH, LLC DBA BILL KNIGHT FORD, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR THE PURCHASE OF ONE (1) 2026 FORD F250 TRUCK FOR THE OFFICE OF EMERGENCY MANAGEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown has approved an Interlocal Agreement which authorizes the Houston-Galveston Area Council to take bids for certain items on behalf of the City of Baytown; and

WHEREAS, pursuant to such agreement, the Houston-Galveston Area Council has taken bids for one (1) 2026 Ford F250 Truck for the Office of Emergency Management; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of FIFTY-ONE THOUSAND FIVE HUNDRED TWENTY-TWO AND 25/100 DOLLARS (\$51,522.25) to United Ford South, LLC dba Bill Knight Ford, through the Houston-Galveston Area Council for the purchase of one (1) 2026 Ford F250 Truck for the Office of Emergency Management.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



Delivery Date: 12/18/2025

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

OEM Ford F-250 Purchase

Project Name:

Company Name: Bill Knight Ford

Department: Fire

Date: 02/02/2026

Council Date: 02/12/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

 _____ Director of Finance	 02/02/2026 _____ Date
---	---------------------------------

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

8. d.

Meeting Date: 02/12/2026

Subject: Consider an ordinance authorizing the second renewal of the annual fire hydrant contract.

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Nubia Rodriguez, Finance

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the second renewal of the Annual Fire Hydrant Contract with Ferguson Waterworks.

PREFACE

This proposed ordinance authorizes the second renewal of the Annual Fire Hydrant Contract with Ferguson Waterworks for an amount not to exceed \$60,000.00. This contract allows the Public Works/Engineering Department to purchase fire hydrants for units that require replacement or for new installation of hydrants.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 51003160-53031
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$60,000.00
Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing Second Renewal of Fire Hydrant Contract with Ferguson Waterworks.vh
Signed Agreement
Price List
Indebtedness Certification
FY26 Price List and First Renewal Ordinance - 931_Fire Hydrants Price list
CPIU News Release BLS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SECOND RENEWAL OF THE ANNUAL FIRE HYDRANT CONTRACT WITH FERGUSON WATERWORKS, FOR THE PUBLIC WORKS/ENGINEERING DEPARTMENT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby approves the second renewal of the contract with Ferguson Waterworks, for the Annual Fire Hydrant Contract for the Public Works/Engineering Department for an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

AGREEMENT FOR AS-NEEDED PURCHASE OF FIRE HYDRANTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Ferguson Waterworks (hereinafter "Vendor") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Vendor Fees

- a. This Agreement authorizes Vendor to perform fire hydrant supply services for as-needed supply of fire hydrants (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."
- b. This Agreement shall commence on the date of execution by the City Manager and (if not terminated in accordance with paragraph 10) shall terminate:
 - ☐ upon completion of the Work in accordance with this Agreement, including Exhibits;
 - ☒ Twelve (12)) months following execution by the City Manager, allowing for up to four (4) annual renewals;
 - ☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager, allowing for up to number of renewals (spelled out) annual renewals.
- c. The scope of the Work is detailed in Exhibit "A."
- d. The time schedules for the Work are specified in Exhibit "B."
- e. Each of these Exhibits "A" through "B" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Fees

- a. The City shall pay the Vendor based upon detailed invoices submitted by the Vendor based upon the following:
 - i. See Exhibit B \$Dollar Amount.Cents
 - ii. Description of work or services \$Dollar Amount.Cents
 - iii. Description of work or services \$Dollar Amount.Cents
 - iv. Description of work or services \$Dollar Amount.Cents
 - v. Description of work or services \$Dollar Amount.Cents
 - vi. Total (not to exceed) \$60,000.00

- b. If this Agreement allows for annual renewals, Compensation and Fees ☒ shall / ☐ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.
- c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.
- d. Vendor shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.
- f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

- a. **Vendor's Project Manager**
Vendor shall designate Trey Goodman, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. **Data on Vendor's Employees**
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.
- d. **Rejection of Vendor's Employees**
The City reserves the right to approve or reject from the Work any employees of Vendor.

4. Designation and Duties of the City's Representative

- a. **The Director of Public Works/Engineering or his/her designee shall act as the City's Representative.**
- b. **The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.**

5. Standards of Performance

- a. **Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.**

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation.

- b. **Codes and Standards**
 - i. **All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.**
 - ii. **The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.**
 - iii. **The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Vendor if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Vendor shall state the alternative codes and regulations used.**

- iv. Vendor agrees the services it provides as an experienced and qualified fire hydrant supplier will reflect the professional standards, procedures and performances common in the industry for this project. Vendor further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.
- v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

Vendor shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

7. Insurance

Vendor shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Vendor, its agents, representatives, volunteers, employees or subcontractors.

- a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

- i. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required
 - Coverage shall be broad form

- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - ii. **Business Automobile Policy**
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
 - iii. **Errors and Omissions**
 - Limit: \$1,000,000 for this project
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project
 - Waiver of Subrogation required
 - iv. **Workers' Compensation**
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required
- b. The following shall be applicable to all policies of insurance required herein:
- i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
 - iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
 - v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.
 - vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

- viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL

**ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED
HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR
EXPIRATION OF THIS AGREEMENT.**

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Vendor's services to be performed hereunder. This release shall apply with respect to Vendor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors

Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors. A copy of all proposed contracts with subcontractors shall be given to the City before execution of such contracts.

10. Termination of Vendor

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Vendor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Vendor;
- (d) the dissolution of Vendor;
- (e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete the Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Vendor shall submit a final statement showing in detail the services

satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Vendor shall also tender to the City's Representative all of Vendor's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Vendor under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate Work on the Project that is subject to this Agreement.

12. Supervision of Vendor

Vendor is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Vendor under the terms of this Agreement.

13. Billing

The City shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the Work or services performed and the date(s) of such Work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall invoice the City for Work performed no more than once a month and may not invoice the City for Work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. Indebtedness

If Vendor, at any time during the term of this Agreement, incurs a debt, as that word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Vendor has incurred a debt, the City's Director of Finance shall immediately notify Vendor in writing. If Vendor does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Vendor under this Agreement, and Vendor waives any recourse therefor.

15. Verifications

If Vendor has ten (10) or more full-time employees and Vendor's total compensation under this Agreement has a value of One Hundred Thousand Dollars (\$100,000.00) or more, Vendor makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Vendor does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

17. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Ferguson Waterworks
Ben Wldagdo
15111 Eastex Freeway
Humble, TX 77396

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Vendor and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Vendor's performance of its services hereunder, and no right to assert a claim against Vendor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Vendor's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Vendor hereby agree that no claim or dispute between the City and Vendor arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Vendor consents to be joined in the arbitration proceeding if Vendor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

20. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

21. Complete Agreement

This Agreement represents the entire and integrated Agreement between the City and Vendor in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Vendor accept and agree to these terms.

22. No Assignment

Vendor may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

24. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

25. Ambiguities

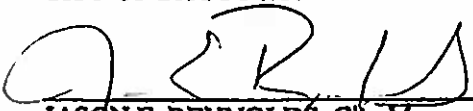
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26. Authority

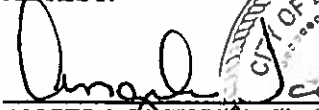
The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 11 day of October, 2023, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

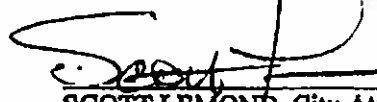

JASON E. REYNOLDS, City Manager

ATTEST:


ANGELA JACKSON, City Clerk

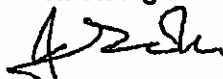


APPROVED AS TO FORM:


SCOTT LEMON, City Attorney

VENDOR:

Ben Widagdo


(Signature)

Ben Widagdo
(Printed Name)

Sales Support Representative
(Title)

STATE OF TEXAS

COUNTY OF HARRIS

Before me on this day personally appeared Ben L. Llagado, in his/her capacity as Sales Support Representative on behalf of Perguson Waterworks

- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
(description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person)

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 19 day of October, 2023.



Morgan Ann Hesser
Notary Public in and for the State of Texas

EXHIBIT A

SPECIFICATIONS

ANNUAL FIRE HYDRANT CONTRACT

BID NUMBER: 002-23

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Baytown seeks competitive bids for fire hydrants and fire hydrant extensions. The purpose of these specifications is to describe the minimum requirements of the City of Baytown for the annual fire hydrants contract. The quantities on the Invitation to Bid are estimates based on previous usage. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage. The City of Baytown reserves the right to go out for bids for larger projects.

COOPERATIVE PURCHASING: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Baytown and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Baytown shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

QUANTITIES: The City of Baytown reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract for the same pricing as specified by Bidder on the attached pricing sheets. Proposed quantities are estimates and may be subject to additions and/or deletions prior to award.
The City anticipates, but does not guarantee, using the following:

Fire Hydrants
3 foot – 2
4 foot – 8
5 foot – 4
6 foot – 2

EXTENSIONS:

6 inch – 5

12 inch – 10

18 inch - 4

QuestCDN will show a quantity of one (1) each. This is to establish pricing only. This does not construe that the City will only use one (1) of each

DESCRIPTION: Fire hydrants are standard manufactured with the exception that they shall be painted with aluminum silver paint. Fire hydrants which are to be furnished or installed in the City of Baytown, shall conform strictly to the requirements of the current AWWA Standards for Fire Hydrants for Ordinary Waterworks Service (C-502-85), or latest revision thereof, except for changes or additions specifically stated below

REQUIREMENTS – Any variance in any item must be specified clearly under the Bidder's Exceptions to Specifications Sheet. Any exceptions taken may disqualify bid.

A. Requirements are as follows:

1. Hydrants shall have two (2) 2-1/2" hose nozzles with national standard threads; one (1) 4-1/2" steamer nozzle with national standard threads. The centerline of this nozzle shall be not less than 18" above the ground line. Hydrants shall be equipped with a pentagonal operating nut measuring 1-1/2" point to flat. All hose threads to have Higbee cut to prevent cross threading.
2. Hydrants shall have a 6" MJ shoe connection. The shoe interior and lower valve plate and nut shall be epoxy coated with a minimum thickness of 4 mils.
3. Depth of bury to be 4' unless otherwise stated and inside barrel to have a diameter of at least 6".
4. Direction of opening shall be left. (counter clockwise) with appropriate markings plainly visible to so indicate.
5. Main seat valve opening shall not be less than 5-1/4".
6. Hydrants shall be traffic model; with breakable stem coupling and "swivel" flange; said flange to be breakable and so constructed as to permit 360% rotation of upper barrel to face nozzles in ANY desired direction. The flange at ground line shall have at least eight (8) bolts connecting upper lower barrels.
7. Hydrants shall be "compression type," closing with the pressure, and sealing against a bronze seat ring with main valve designed to remain tight in the event of an accident breaking the traffic flange.
8. Hydrants shall be designed to permit extension without excavation.

9. All interior parts must be removable for repair or inspection without excavation.
10. Hydrants shall be constructed so all working parts can be removed through the top without disturbing the traffic flange.
11. Hydrants shall be "dry top" with all threads and bearing surfaces sealed from the waterway by means of "O" rings.
12. A convenient means for lubrication of all threaded parts of the operating mechanism and bearing surface shall be provided.
13. A weather seal is required to protect the operating mechanism from foreign matter and tampering.
14. A cap nut shall seal the threads on the lower end of the stem from contact with the water.
15. Hydrants shall be standard manufactured equipped with a minimum of two (2) drain valves which drain the barrel when the hydrant is closed and seal shut when the hydrant is opened. These drain valves shall be an integral part of the one-piece bronze upper valve plate, except where variations are approved. They shall operate without utilizing toggles, tubes, levers or other intricate synchronizing mechanism.
16. The upper valve plate, seat ring and drain ring (shoe bushing) must be bronze (ASTM B-62) and work in conjunction to form an all bronze drain way. Two (2) drain openings are required and if they are in the cast iron shoe, they must be bronze lined, except where variations are approved.
17. The operating stem, safety stem coupling, and main valve assembly shall be capable of withstanding an application of 200 ft-lbs of torque against either the fully open or closed position with no damage to components. No bolts, nuts, screws, or fasteners shall be used to connect the breakable coupling with the upper and lower rod. Downward stem travel shall be limited by a travel stop.
18. All pins, bolts and nuts shall be Series 300 stainless steel.
19. Nozzles shall be threaded into the hydrant barrel with straight threads (counter clockwise), or arm locked and sealed with "O" rings.

B. TESTING

1. Manufacturers shall furnish, at no cost to the city, complete friction loss data on the hydrants proposed, from a recognized testing laboratory independent of the manufacturer. Head loss shall not exceed 3.5 psi at 1000 GPM through the 4-1/2" streamer nozzle.

C. COLOR

1. All fire hydrants are to be painted with aluminum silver color paint.

D. APPROVED FIRE HYDRANTS

1. The approved fire hydrants for the City of Baytown are:
 - a. Mueller A-423 Super Centurion 200.
 - b. American Darling B-84-B.

Extensions bid by supplier shall match brand of hydrants bid by supplier.

NOTES:

WARRANTY: Fire hydrants, extensions and parts must be guaranteed to be free of defects in materials and workmanship for a period of five (5) years from installation. Supplier shall further guarantee to bear all labor, parts, shipping and other related costs for warranty work.

STOCK AVAILABILITY: Bidder shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City is authorized to use other sources to purchase stock if it is not available from the supplier.

BACK ORDERS: Back orders under this contract must be held to a minimum. It shall be the responsibility of the supplier to immediately notify department personnel of any back-ordered items in writing and give a firm delivery promise. The supplier shall also maintain a current list of all department back orders and provide a copy of said list to department personnel on a monthly basis. This monthly back order report shall give the order number, part number, item description, quantity and delivery promise. Failure to keep back orders to a minimum or failure to provide the monthly back order report may be cause for cancellation of the contract.

ORDERING DATA: The City of Baytown shall order fire hydrants on an "as needed basis." A Purchase Order Number shall be issued at the time of each order. If no minimums are declared, no minimums will be allowed. Minimums may affect the evaluation of the bid.

PARTS: The maximum delivery time for repair parts shall be no more than ten (10) business days ARO.

DELIVERY: For fire hydrants and extensions, the maximum delivery time shall be no more than ten (10) business days ARO. Delivery shall be F.O.B. destination as follows:

City of Baytown

Central Warehouse
2123 Market Street

Baytown, Texas 77520

CONTRACT TERM: The contract term is October 1, 2023 through September 30, 2024, allowing for up to four (4) renewal terms providing both parties agree to the renewal.

As-Needed Purchase of Fire Hydrants (#8613130)

Owner: Baytown TX, City of

Solicitor: Baytown TX, City of

08/11/2023 02:00 PM CDT

Section				Core and Main, LP		Ferguson Enterprises LLC	
Title	Line Item	Item Code	Item Description	UoM	QTY	Unit Price	Extension
Fire Hydrants Per Specifications	1	002-001	3 foot bury, per specifications	Ea	1	\$2,540.16	\$10,903.70
	2	002-002	4 foot bury, per specifications	Ea	1	\$2,664.00	\$2,779.74
	3	002-003	5 foot bury, per specifications	Ea	1	\$2,787.85	\$2,915.26
	4	002-004	6 foot bury, per specifications	Ea	1	\$2,911.69	\$3,050.78
Fire Hydrant Extensions, Per Specifications						\$3,186.31	\$3,186.31
						\$1,024.31	\$1,120.91
	5	002-005	6 inch extension, per specifications	Ea	1	\$292.84	\$320.45
	6	002-006	12 inch extension, per specifications	Ea	1	\$342.06	\$374.32
	7	002-007	18 inch extension, per specifications	Ea	1	\$389.41	\$426.14
Bids Bid Total:						\$11,928.01	\$13,053.00

Base Bid Total:



FERGUSON WATERWORKS #2939
15711 EASTEX FREEWAY
DELIVERIES MADE ON BENDER ROAD
HUMBLE, TX 77396-0000
Phone: 713-675-2211
Fax: 713-676-0803

Deliver To:
From: Andre Goodman
trey.goodman@ferguson.com
Comments:

13:55:01 SEP 15 2025

Page 1 of 2

FERGUSON WATERWORKS #1105

Price Quotation
Phone: 713-675-2211
Fax: 713-676-0803

Bid No: B556974
Bid Date: 09/12/25
Quoted By: MEL

Cust Phone: 281-420-6534
Terms: NET 10TH PROX

Customer: CITY OF BAYTOWN
6
BAYTOWN, TX 77522-0424

Ship To: CITY OF BAYTOWN
6
BAYTOWN, TX 77522-0424

Cust PO#:

Job Name: HYD ANNUAL

Item	Description	Quantity	Net Price	UM	Total
AFCB84BBTLAOLM	5-1/2 B84B HYD 3'0 OL L/A BAYTOWN	1	3185.760	EA	3185.76
AFCB84BBTLAOLP	5-1/2 B84B HYD 4'0 OL 6 MJ BAYTOWN	1	3341.080	EA	3341.08
AFCB84BBTLAOLS	5-1/2 B84B HYD 5'0 OL 6 MJ BAYTOWN	1	3496.400	EA	3496.40
AFCB84BBTLAOLU	5-1/2 B84B HYD 6'0 OL 6 MJ BAYTOWN	1	3651.720	EA	3651.72
	SUBTOTAL				13674.96

	TOTAL				13674.96

AFCMK73U	6 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	350.900	EA	350.90
AFCMK7312	12 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	409.890	EA	409.89
AFCMK7318	18 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	466.630	EA	466.63
	SUBTOTAL				1227.42
Net Total:					\$14902.38
Tax:					\$0.00
Freight:					\$0.00
Total:					\$14902.38



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<https://survey.medallia.com/?bidsorder&fc=2939&on=1300>

Fax: 713-676-0803

13:55:01 SEP 15 2025

Reference No: B556974

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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<https://survey.medallia.com/?bidsorder&fc=2939&on=1300>

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Consider an Ordinance Authorizing the Second Renewal of the
Annual Fire Hydrant Contract

Project Name:

Company Name: Ferguson Waterworks

Department: Public Works/Engineering/BAWA

Date: 01/21/2026

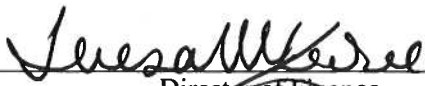
Council Date: 02/12/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

 01/21/2026
Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



FERGUSON WATERWORKS #2939
15711 EASTEX FREEWAY
DELIVERIES MADE ON BENDER ROAD
HUMBLE, TX 77396-0000
Phone: 713-675-2211
Fax: 713-676-0803

Deliver To:
From: Andre Goodman
trej.goodman@ferguson.com
Comments:

17:55:34 OCT 09 2025

Page 1 of 4

FERGUSON WATERWORKS #1105

Price Quotation

Phone: 713-675-2211

Fax: 713-676-0803

Bid No: B552436
Bid Date: 07/02/25
Quoted By: ALG

Cust Phone: 281-422-8281
Terms: NET 10TH PROX

Customer: CITY OF BAYTOWN
2401 MARKET STREET
ANNUAL FITTINGS-VALVES-MB
BAYTOWN, TX 77522

Ship To: CITY OF BAYTOWN
2401 MARKET STREET
ANNUAL FITTINGS-VALVES-MB
BAYTOWN, TX 77522

Cust PO#:

Job Name: ANNUAL FITTINGS-VALVES-MB

Item	Description	Quantity	Net Price	UM	Total
	SECTION 1 CAST IRON AND COMP CASTING ----				
SVB262	054-001 24/36 SCR W VLV BX WTR	150	86.670	EA	13000.50
EV34181G	054-002 23-1/2 M/HOLE GRATE ONLY	10	174.550	EA	1745.50
E41418259	054-090 23-1/2 V1418 STORM SWR CVR BAYTOWN	15	172.980	EA	2594.70
E41421061	054-010 32 V1420 SAN SWR CVR BAYTOWN	15	243.590	EA	3653.85
E45754130	054-011 V5754-1 UND GRATE W/ 1 SLOTS	5	351.310	EA	1756.55
	SUBTOTAL				22751.10
	SECTION 2 METER BOXES AND LIDS ----				
STTR5834LID	054-014 36T 5/8X3/4 CI LID W/ TR HOLE *X	800	37.010	EA	29608.00
STTR652LID	054-015 65T 2 CI LID W/ TR HOLE *X	10	138.290	EA	1382.90
SP-STTRDUALID	054-016 DUAL T CI LID W/ TR HOLES	10	64.210	EA	642.10
DDFW1100102	054-017 10X12X10 ROUND VBOX W/ GREEN LID	100	9.258	EA	925.80
DDFW160012BODY	054-018 16X22X12 JMBO MTR BX BLK	30	23.090	EA	692.70
SP-DDFW1300X12BODY	054-019 13X18X12 DUAL MTR BX ONLY	5	12.750	EA	63.75
DDFW130012BODY	054-020 13X18X12 RECT STD BLACK BOX	500	12.750	EA	6375.00
	SUBTOTAL				39690.25
	SECTION 3 VALVES AND FITTINGS 054-021				



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Fax: 713-676-0803

5:55:34 OCT 09 2025

Reference No: B552436

em	Description	Quantity	Net Price	UM	Total
VJLSLAP	DOM 4X12 MJ C153 LONG SLV L/A	1	99.030	EA	99.03
SLCEXP4	*CVR* 4 WDG RSTR PVC PIPE W/ ACC EC	2	61.480	EA	122.96
	SUBTOTAL				221.99
	054-022				
VJLSLAU	DOM 6X12 MJ C153 LONG SLV L/A	10	135.860	EA	1358.60
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	20	78.410	EA	1568.20
	SUBTOTAL				2926.80
	054-023				
VJLSLAX	DOM 8X12 MJ C153 LONG SLV L/A	5	176.370	EA	881.85
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	10	105.000	EA	1050.00
	SUBTOTAL				1931.85
	054-024				
MJ9LAU	DOM 6 MJ C153 90 BEND L/A	5	154.920	EA	774.60
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	10	78.410	EA	784.10
	SUBTOTAL				1558.70
	054-025				
MJ4LAU	DOM 6 MJ C153 45 BEND L/A	10	127.110	EA	1271.10
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	20	78.410	EA	1568.20
	SUBTOTAL				2839.30
	054-026				
MJ2LAU	DOM 6 MJ C153 22-1/2 BEND L/A	10	115.990	EA	1159.90
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	20	78.410	EA	1568.20
	SUBTOTAL				
	054-027				
MJ9LAX	DOM 8 MJ C153 90 BEND L/A	3	224.830	EA	674.49
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	6	105.000	EA	630.00
	SUBTOTAL				4032.59
	054-028				
MJ4LAX	DOM 8 MJ C153 45 BEND L/A	3	179.540	EA	538.62
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	6	105.000	EA	630.00
	SUBTOTAL				1168.62
	054-029				
MJ2LAX	DOM 8 MJ C153 22-1/2 BEND L/A	3	176.370	EA	529.11
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	6	105.000	EA	630.00
	SUBTOTAL				1159.11
	054-030				
MJTLAU	DOM 6 MJ C153 TEE L/A	20	222.450	EA	4449.00
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	60	78.410	EA	4704.60
	SUBTOTAL				9153.60
	054-031				
MJFTLAU	DOM 6 MJXFLG C153 TEE L/A	5	275.680	EA	1378.40
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	10	78.410	EA	784.10
NWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	5	36.260	EA	181.30
	SUBTOTAL				2343.80
	054-032				
MJTLAXU	DOM 8X6 MJ C153 TEE L/A	5	278.060	EA	1390.30
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	10	105.000	EA	1050.00
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	5	78.410	EA	392.05
	SUBTOTAL				2832.35



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Fax: 713-676-0803

17:55:34 OCT 09 2025

Reference No: B552436

Item	Description	Quantity	Net Price	UM	Total
DMJSPP SSLCEXP4	054-033 DOM 4 MJ C153 SLD PLUG	2	59.590	EA	119.18
	CVR 4 WDG RSTR PVC PIPE W/ ACC EC	2	61.480	EA	122.96
	SUBTOTAL				242.14
DMJSPU SSLCEXP6	054-034 DOM 6 MJ C153 SLD PLUG	5	92.960	EA	464.80
	CVR 6 WDG RSTR PVC PIPE W/ ACC EC	5	78.410	EA	392.05
	SUBTOTAL				856.85
DMJSPX SSLCEXP8	054-035 DOM 8 MJ C153 SLD PLUG	5	131.880	EA	659.40
	8 WDG RSTR PVC PIPE W/ ACC EC	5	105.000	EA	525.00
	SUBTOTAL				1184.40
AFC2602SSOL	054-036 2 DI THRD RW OL GATE VLV	10	417.460	EA	4174.60
AFC2504MMLAOL SSLCEXP4	054-037 4 DI MJ RW OL GATE VLV L/A	6	648.060	EA	3888.36
	CVR 4 WDG RSTR PVC PIPE W/ ACC EC	12	61.470	EA	737.64
	SUBTOTAL				8800.60
AFC2506MMLAOL SSLCEXP6	054-038 6 DI MJ RW OL GATE VLV L/A	50	873.200	EA	43660.00
	CVR 6 WDG RSTR PVC PIPE W/ ACC EC	100	78.410	EA	7841.00
	SUBTOTAL				51501.00
AFC2506FMMLAOL SSLCEXP6 FNWNBGZ1RF8U	054-039 6 FLG X MJ RW OL GATE VLV L/A	5	873.200	EA	4366.00
	CVR 6 WDG RSTR PVC PIPE W/ ACC EC	5	78.410	EA	392.05
	6 ZN 150# RR FF 1/8 FLG SET	5	36.260	EA	181.30
	SUBTOTAL				4939.35
AFC2508MMLAOL SSLCEXP8	054-040 8 DI MJ RW OL GATE VLV L/A	5	1389.460	EA	6947.30
	8 WDG RSTR PVC PIPE W/ ACC EC	10	105.000	EA	1050.00
	SUBTOTAL				7997.30
AFC2510MMLAOL SSLCEXP10	054-041 10 DI MJ RW OL GATE VLV L/A	4	2166.090	EA	8664.36
	CVR 10 WDG RSTR PVC PIPE W/ ACC E	8	170.840	EA	1366.72
	SUBTOTAL				10031.08
AFC2512MMLAOL SSLCEXP12	054-042 12 DI MJ RW OL GATE VLV L/A	4	2741.100	EA	10964.40
	12 WDG RSTR PVC PIPE W/ ACC E	8	179.810	EA	1438.48
	SUBTOTAL				12402.88
AFC2516MMLAOL SSLCEXP16	16 DI MJ RW OL GATE VLV L/A	1	9187.270	EA	9187.27
	16 WDG RSTR PVC PIPE W/ ACC E	2	357.460	EA	714.92
	SUBTOTAL				9902.19
AFC2504TMLAOL SSLCEXP4 FNWNBGZ1RF8P	054-044 4 DI MJ RW OL TAPN VLV L/A	2	862.520	EA	1725.04
	CVR 4 WDG RSTR PVC PIPE W/ ACC EC	2	61.480	EA	122.96
	4 ZN 150# RR FF 1/8 FLG PKG	2	30.770	EA	61.54
	SUBTOTAL				1909.54



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FERGUSON WATERWORKS #1105

Price Quotation

Fax: 713-676-0803

:55:34 OCT 09 2025
Reference No: B552436

Item	Description	Quantity	Net Price	UM	Total
	054-045				
FC2506TMLAOL	6 DI MJ RW OL TAPN VLV L/A	5	1217.670	EA	6088.35
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	5	78.410	EA	392.05
JWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	5	36.260	EA	181.30
	SUBTOTAL				6661.70
	054-046				
FC2508TMLAOL	8 DI MJ RW OL TAPN VLV L/A	2	1797.130	EA	3594.26
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	2	105.000	EA	210.00
JWNBGZ1RF8X	8 ZN 150# RR FF 1/8 FLG PKG	2	38.460	EA	76.92
	SUBTOTAL				3881.18
	054-047				
SLCEXP6	*CVR* 6 WDG RSTR PVC PIPE W/ ACC EC	200	78.410	EA	15682.00
	054-048				
SLCEXP8	8 WDG RSTR PVC PIPE W/ ACC EC	50	105.000	EA	5250.00
Net Total:					\$233852.27
Tax:					\$0.00
Freight:					\$0.00
Total:					\$233852.27

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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ORDINANCE NO. 16,007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FIRST RENEWAL OF THE ANNUAL FIRE HYDRANT CONTRACT WITH FERGUSON WATERWORKS, FOR THE PUBLIC WORKS/ENGINEERING DEPARTMENT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

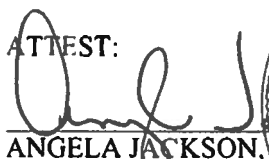
Section 1: That the City Council of the City of Baytown hereby approves the first renewal of the contract with Ferguson Waterworks, for the Annual Fire Hydrant Contract for the Public Works/Engineering Department for an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

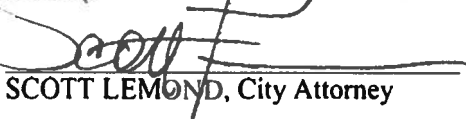
INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 19th day of November, 2024.


BRANDON CAPE NILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:


SCOTT LEMON, City Attorney



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Tuesday, January 13, 2026**

USDL-26-0042

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – DECEMBER 2025

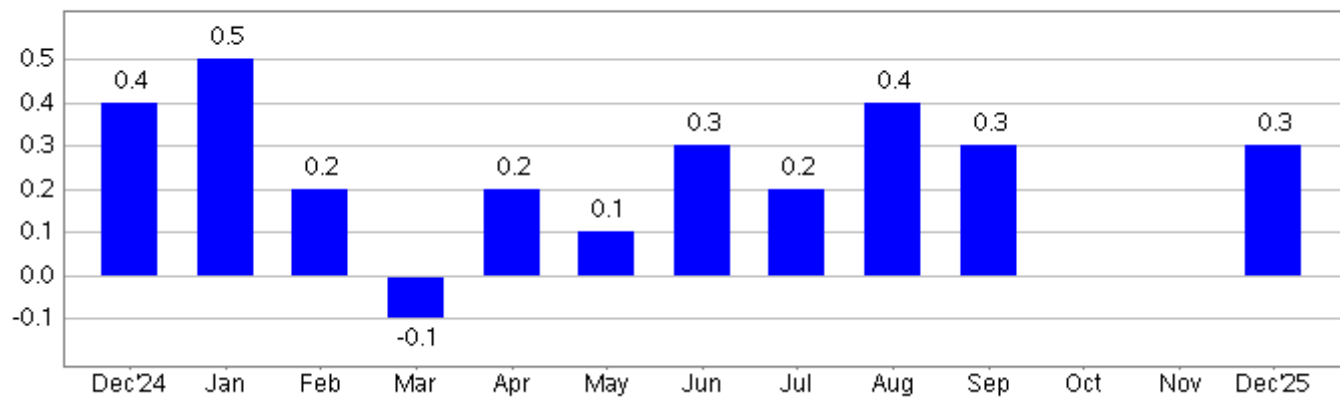
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent on a seasonally adjusted basis in December, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.7 percent before seasonal adjustment.

The index for shelter rose 0.4 percent in December and was the largest factor in the all items monthly increase. The food index increased 0.7 percent over the month as did the food at home index and the food away from home index. The index for energy rose 0.3 percent in December.

The index for all items less food and energy rose 0.2 percent in December. Indexes that increased over the month include recreation, airline fares, medical care, apparel, personal care, and education. The indexes for communication, used cars and trucks, and household furnishings and operations were among the major indexes that decreased in December.

The all items index rose 2.7 percent for the 12 months ending December, the same increase as over the 12 months ending November. The all items less food and energy index rose 2.6 percent over the last 12 months. The energy index increased 2.3 percent for the 12 months ending December. The food index increased 3.1 percent over the last year.

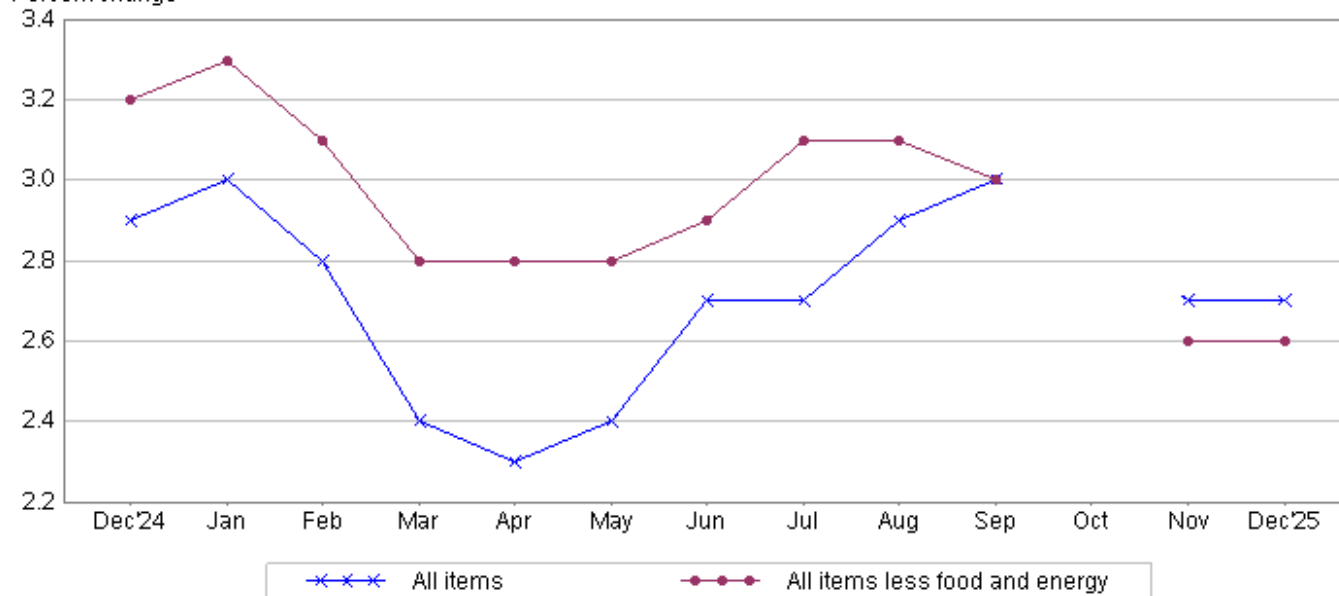
Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2024 - Dec. 2025
Percent change



NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2024 - Dec. 2025

Percent change



NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2025
	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	Oct. 2025	Nov. 2025	Dec. 2025	
All items.....	0.3	0.2	0.4	0.3	—	—	0.3	2.7
Food.....	0.3	0.0	0.5	0.2	—	—	0.7	3.1
Food at home.....	0.3	-0.1	0.6	0.3	—	—	0.7	2.4
Food away from home ¹	0.4	0.3	0.3	0.1	—	—	0.7	4.1
Energy.....	0.9	-1.1	0.7	1.5	—	—	0.3	2.3
Energy commodities.....	1.0	-1.9	1.7	3.8	—	—	-0.4	-3.0
Gasoline (all types).....	1.0	-2.2	1.9	4.1	-2.1	3.0	-0.5	-3.4
Fuel oil.....	1.3	1.8	-0.3	0.6	—	—	-1.5	7.4
Energy services.....	0.9	-0.3	-0.2	-0.7	—	—	1.0	7.7
Electricity.....	1.0	-0.1	0.2	-0.5	—	—	-0.1	6.7
Utility (piped) gas service.....	0.5	-0.9	-1.6	-1.2	—	—	4.4	10.8
All items less food and energy.....	0.2	0.3	0.3	0.2	—	—	0.2	2.6
Commodities less food and energy								
commodities.....	0.2	0.2	0.3	0.2	—	—	0.0	1.4
New vehicles.....	-0.3	0.0	0.3	0.2	0.1	0.2	0.0	0.3
Used cars and trucks.....	-0.7	0.5	1.0	-0.4	0.7	0.3	-1.1	1.6
Apparel.....	0.4	0.1	0.5	0.7	—	—	0.6	0.6
Medical care commodities ¹	0.1	0.1	-0.3	-0.1	—	—	0.3	1.5
Services less energy services.....	0.3	0.4	0.3	0.2	—	—	0.3	3.0
Shelter.....	0.2	0.2	0.4	0.2	—	—	0.4	3.2
Transportation services.....	0.2	0.8	1.0	0.3	—	—	0.5	1.5
Medical care services.....	0.6	0.8	-0.1	0.3	—	—	0.4	3.5

¹ Not seasonally adjusted.

NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Food

The index for food rose 0.7 percent in December as did the index for food at home. Five of the six major grocery store food group indexes increased in December. The index for other food at home rose 1.6 percent over the month. The cereals and bakery products index increased 0.6 percent in December. The index for fruits and vegetables increased 0.5 percent and the index for nonalcoholic beverages increased 0.4 percent. The dairy and related products index rose 0.9 percent in December. In contrast, the index for meats, poultry, fish, and eggs decreased 0.2 percent in December, as the index for eggs fell 8.2 percent.

The food away from home index also rose 0.7 percent in December. The index for full service meals rose 0.8 percent over the month and the index for limited service meals increased 0.6 percent.

The index for food at home rose 2.4 percent over the 12 months ending in December. The meats, poultry, fish, and eggs index rose 3.9 percent over the last 12 months. The index for other food at home increased 2.7 percent over the same period and the index for nonalcoholic beverages rose 5.1 percent. The cereals and bakery products index increased 1.5 percent over the 12 months ending in December. The index for fruits and vegetables rose 0.5 percent over the year. In contrast, the dairy and related products index decreased 0.9 percent over the same period.

The food away from home index rose 4.1 percent over the last year. The index for full service meals rose 4.9 percent and the index for limited service meals rose 3.3 percent over the same period.

Energy

The index for energy increased 0.3 percent in December. The natural gas index increased 4.4 percent over the same period. The index for gasoline decreased 0.5 percent over the month. (Before seasonal adjustment, gasoline prices decreased 5.3 percent in December.) The electricity index declined 0.1 percent in December.

The index for energy increased 2.3 percent over the past 12 months. The electricity index increased 6.7 percent over the last 12 months and the natural gas index rose 10.8 percent. In contrast, the index for gasoline fell 3.4 percent over this 12-month span.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in December. The shelter index increased 0.4 percent over the month. The index for owners' equivalent rent rose 0.3 percent in December as did the index for rent. The lodging away from home index rose 2.9 percent over the month.

The index for recreation increased 1.2 percent over the month, the largest 1-month increase ever reported for that index, which was first published in 1993. The airline fares index rose 5.2 percent in December and the apparel index rose 0.6 percent. The index for personal care rose 0.4 percent over the month and the index for education increased 0.2 percent.

The medical care index increased 0.4 percent in December. The index for hospital services increased 1.0 percent over the month, while the index for physicians' services rose 0.3 percent. The prescription drugs index increased 0.1 percent in December.

The communication index declined 1.9 percent in December, and the used cars and trucks index fell 1.1 percent. The index for household furnishings and operations decreased 0.5 percent over the month, while the index for new vehicles was unchanged in December.

The index for all items less food and energy rose 2.6 percent over the past 12 months. The shelter index increased 3.2 percent over the last year. Other indexes with notable increases over the last year include medical care (+3.2 percent), household furnishings and operations (+4.0 percent), recreation (+3.0 percent), and personal care (+3.7 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 2.7 percent over the last 12 months to an index level of 324.054 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 2.6 percent over the last 12 months to an index level of 317.014 (1982-84=100). For the month, the index decreased 0.1 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 2.5 percent over the last 12 months. For the month, the index decreased 0.1 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for January 2026 is scheduled to be released on Wednesday, February 11, 2026, at 8:30 a.m. (ET).

Upcoming CPI publication changes

With the publication of January 2026 CPI data on February 11, 2026, several index titles will change.

The following CPI indexes will have **title changes**:

- **Care of invalids and elderly at home** will be changed to **home health care**
- **Technical and business school tuition and fees** will be changed to **technical and vocational school tuition and fixed fees**
- **Housing at school, excluding board** will be changed to **lodging while at school**

More information is available in the series title change table at: www.bls.gov/cpi/additional-resources/series-title-changes.htm

Following publication of December 2025 data in January 2026, the Consumer Price Index (CPI) compressed tape format files (download.bls.gov/pub/time.series/compressed/tape.format/) will be discontinued. Revised historical unadjusted and seasonally adjusted indexes are available in a similar format through BLS time series downloads for the following CPI surveys:

CU: Consumer Price Index, all urban consumers

CW: Consumer Price Index, all urban wage earners and clerical workers

AP: Average Price Data

SU: Chained Consumer Price Index, all urban consumers

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2025.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index

before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2025, BLS adjusted 63 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2025, revised seasonal factors and seasonally adjusted indexes for 2020 to 2024 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2024 will be applied to data for 2025 to produce the seasonally adjusted 2025 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2025, 34 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024	Nov. 2025	Dec. 2025	Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
All items.....	100.000	315.605	324.122	324.054	2.7	0.0	—	—	0.3
Food.....	13.657	333.566	341.721	343.795	3.1	0.6	—	—	0.7
Food at home.....	7.973	308.380	313.954	315.664	2.4	0.5	—	—	0.7
Cereals and bakery products.....	1.095	356.574	361.255	361.984	1.5	0.2	—	—	0.6
Meats, poultry, fish, and eggs.....	1.644	333.659	347.565	346.815	3.9	-0.2	—	—	-0.2
Dairy and related products ¹	0.709	271.358	266.491	268.951	-0.9	0.9	—	—	0.9
Fruits and vegetables.....	1.307	353.630	355.125	355.246	0.5	0.0	—	—	0.5
Nonalcoholic beverages and beverage materials.....	0.915	220.762	231.235	232.021	5.1	0.3	—	—	0.4
Other food at home.....	2.304	272.362	275.668	279.814	2.7	1.5	—	—	1.6
Food away from home ¹	5.684	374.644	387.202	389.889	4.1	0.7	—	—	0.7
Energy.....	6.315	267.963	279.588	274.131	2.3	-2.0	—	—	0.3
Energy commodities.....	3.105	277.772	283.746	269.403	-3.0	-5.1	—	—	-0.4
Fuel oil.....	0.079	341.794	373.093	367.209	7.4	-1.6	—	—	-1.5
Motor fuel.....	2.968	271.629	277.520	262.906	-3.2	-5.3	—	—	-0.4
Gasoline (all types).....	2.883	270.667	276.152	261.466	-3.4	-5.3	-2.1	3.0	-0.5
Energy services.....	3.210	269.388	287.021	290.037	7.7	1.1	—	—	1.0
Electricity.....	2.432	276.700	294.939	295.121	6.7	0.1	—	—	-0.1
Utility (pipel) gas service.....	0.777	242.224	257.731	268.415	10.8	4.1	—	—	4.4
All items less food and energy.....	80.028	322.007	330.425	330.506	2.6	0.0	—	—	0.2
Commodities less food and energy commodities.....	19.223	163.712	166.693	166.037	1.4	-0.4	—	—	0.0
Apparel.....	2.461	127.354	129.763	128.122	0.6	-1.3	—	—	0.6
New vehicles.....	4.302	177.552	178.575	178.034	0.3	-0.3	0.1	0.2	0.0
Used cars and trucks.....	2.406	180.317	186.367	183.265	1.6	-1.7	0.7	0.3	-1.1
Medical care commodities ¹	1.504	412.381	417.161	418.532	1.5	0.3	—	—	0.3
Alcoholic beverages ¹	0.831	291.832	298.310	298.085	2.1	-0.1	—	—	-0.1
Tobacco and smoking products ¹	0.502	1,585.901	1,696.091	1,693.007	6.8	-0.2	—	—	-0.2
Services less energy services.....	60.805	423.207	435.344	436.025	3.0	0.2	—	—	0.3
Shelter.....	35.514	407.242	418.593	420.134	3.2	0.4	—	—	0.4
Rent of primary residence.....	7.491	428.151	439.275	440.667	2.9	0.3	—	—	0.3
Owners' equivalent rent of residences ²	26.362	420.077	432.724	434.166	3.4	0.3	—	—	0.3
Medical care services.....	6.779	619.686	639.455	641.566	3.5	0.3	—	—	0.4
Physicians' services ¹	1.804	423.860	430.623	431.766	1.9	0.3	—	—	0.3
Hospital services ^{1, 3}	1.985	418.467	441.457	446.056	6.6	1.0	—	—	1.0
Transportation services.....	6.265	439.523	448.507	446.138	1.5	-0.5	—	—	0.5
Motor vehicle maintenance and repair ¹	1.059	417.312	445.325	439.752	5.4	-1.3	—	—	-1.3
Motor vehicle insurance.....	2.816	868.417	—	892.879	2.8	—	—	—	—
Airline fares.....	0.868	262.556	254.924	253.714	-3.4	-0.5	—	—	5.2

¹ Not seasonally adjusted.

² Indexes on a December 1982=100 base.

³ Indexes on a December 1996=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
All items.....	100.000	2.7	0.0	—	—	0.3
Food.....	13.657	3.1	0.6	—	—	0.7
Food at home.....	7.973	2.4	0.5	—	—	0.7
Cereals and bakery products.....	1.095	1.5	0.2	—	—	0.6
Cereals and cereal products.....	0.332	-0.4	-0.3	—	—	-0.3
Flour and prepared flour mixes.....	0.029	2.4	0.8	—	—	1.1
Breakfast cereal ¹	0.146	0.6	-1.0	—	—	-1.0
Rice, pasta, cornmeal.....	0.157	-1.7	0.0	—	—	0.1
Rice ^{1, 2, 3}	—	0.8	1.0	—	—	1.0
Bakery products ¹	0.763	2.3	0.4	—	—	0.4
Bread ^{1, 2}	0.140	2.2	1.1	—	—	1.1
White bread ^{1, 3}	—	2.1	2.0	—	—	2.0
Bread other than white ^{1, 3}	—	2.2	0.1	—	—	0.1
Fresh biscuits, rolls, muffins ²	0.134	3.6	1.4	—	—	2.0
Cakes, cupcakes, and cookies ¹	0.216	3.3	-0.7	—	—	-0.7
Cookies ^{1, 3}	—	3.7	-2.2	—	—	-2.2
Fresh cakes and cupcakes ^{1, 3}	—	2.3	0.4	—	—	0.4
Other bakery products.....	0.273	1.1	0.5	—	—	0.6
Fresh sweetrolls, coffeecakes, doughnuts ^{1, 3}	—	1.7	0.0	—	—	0.0
Crackers, bread, and cracker products ³	—	2.7	0.9	—	—	0.8
Frozen and refrigerated bakery products, pies, tarts, turnovers ³	—	-2.6	0.0	—	—	1.0
Meats, poultry, fish, and eggs.....	1.644	3.9	-0.2	—	—	-0.2
Meats, poultry, and fish.....	1.510	6.9	-0.1	—	—	0.5
Meats.....	0.979	9.2	-0.1	—	—	0.6
Beef and veal.....	0.502	16.4	0.4	—	—	1.0
Uncooked ground beef ¹	0.225	15.5	0.2	—	—	0.2
Uncooked beef roasts ²	0.066	17.5	-2.3	—	—	-1.6
Uncooked beef steaks ²	0.144	17.8	2.2	—	—	3.1
Uncooked other beef and veal ^{1, 2}	0.068	15.3	-0.2	—	—	-0.2
Pork.....	0.287	0.8	-1.4	—	—	0.3
Bacon, breakfast sausage, and related products ²	0.101	-0.2	-1.9	—	—	-0.8
Bacon and related products ³	—	0.7	-2.3	—	—	-1.0
Breakfast sausage and related products ^{2, 3}	—	-0.8	-0.9	—	—	-1.4
Ham.....	0.044	0.6	-2.5	—	—	1.8
Ham, excluding canned ³	—	0.5	-2.8	—	—	1.6
Pork chops ¹	0.047	1.2	5.0	—	—	5.0
Other pork including roasts, steaks, and ribs ²	0.095	1.9	-3.4	—	—	-1.6
Other meats.....	0.190	5.1	0.2	—	—	0.0
Frankfurters ³	—	6.6	2.3	—	—	2.6
Lunchmeats ^{1, 2, 3}	—	3.1	-0.7	—	—	-0.7
Poultry.....	0.284	1.4	0.3	—	—	0.8
Chicken ²	0.213	1.2	0.1	—	—	0.4
Fresh whole chicken ³	—	-1.2	-0.7	—	—	-0.2
Fresh and frozen chicken parts ³	—	2.0	0.2	—	—	0.3
Other uncooked poultry including turkey ²	0.071	2.2	0.7	—	—	2.2
Fish and seafood.....	0.248	4.4	-0.6	—	—	-0.2
Fresh fish and seafood ^{1, 2}	0.143	3.6	-1.2	—	—	-1.2
Processed fish and seafood ²	0.104	5.5	0.2	—	—	0.7
Shelf stable fish and seafood ³	—	3.4	1.4	—	—	0.8
Frozen fish and seafood ³	—	8.6	-0.9	—	—	0.3
Eggs.....	0.134	-20.9	-1.2	—	—	-8.2

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Dairy and related products ¹	0.709	-0.9	0.9	—	—	0.9
Milk ^{1, 2}	0.193	-1.0	0.1	—	—	0.1
Fresh whole milk ^{1, 3}	—	-1.0	0.5	—	—	0.5
Fresh milk other than whole ^{1, 2, 3}	—	-1.1	-0.2	—	—	-0.2
Cheese and related products ¹	0.241	-1.6	1.4	—	—	1.4
Ice cream and related products.....	0.127	0.8	1.7	—	—	2.2
Other dairy and related products ²	0.147	-1.1	0.6	—	—	0.9
Fruits and vegetables.....	1.307	0.5	0.0	—	—	0.5
Fresh fruits and vegetables.....	1.092	0.3	-0.2	—	—	0.4
Fresh fruits.....	0.555	0.7	-0.8	—	—	1.0
Apples.....	0.078	1.3	0.7	—	—	0.3
Bananas ¹	0.114	5.9	-1.6	—	—	-1.6
Citrus fruits ²	0.062	0.8	-0.6	—	—	5.5
Oranges, including tangerines ³	—	2.1	-2.5	—	—	5.3
Other fresh fruits ²	0.301	-1.2	-0.9	—	—	-1.1
Fresh vegetables.....	0.538	-0.2	0.3	—	—	-0.2
Potatoes.....	0.076	-3.4	1.1	—	—	0.8
Lettuce.....	0.073	7.3	1.1	—	—	1.7
Tomatoes.....	0.089	-3.0	-0.1	—	—	-0.6
Other fresh vegetables.....	0.299	-0.3	0.1	—	—	-0.3
Processed fruits and vegetables ²	0.214	1.5	1.3	—	—	0.6
Canned fruits and vegetables ²	0.086	1.6	1.1	—	—	0.1
Canned fruits ^{2, 3}	—	3.4	1.5	—	—	0.5
Canned vegetables ^{2, 3}	—	0.5	0.8	—	—	0.0
Frozen fruits and vegetables ²	0.064	0.0	2.3	—	—	2.4
Frozen vegetables ³	—	-1.6	2.5	—	—	2.8
Other processed fruits and vegetables including dried ²	0.065	2.9	0.7	—	—	-0.6
Dried beans, peas, and lentils ^{1, 2, 3}	—	2.1	0.7	—	—	0.7
Nonalcoholic beverages and beverage materials.....	0.915	5.1	0.3	—	—	0.4
Juices and nonalcoholic drinks ²	0.626	2.3	0.4	—	—	0.5
Carbonated drinks.....	0.341	3.0	0.3	—	—	0.7
Frozen noncarbonated juices and drinks ^{1, 2}	0.004	5.5	-0.3	—	—	-0.3
Nonfrozen noncarbonated juices and drinks ²	0.281	1.3	0.6	—	—	0.4
Beverage materials including coffee and tea ²	0.288	11.8	0.2	—	—	0.5
Coffee.....	0.154	19.8	1.2	—	—	1.9
Roasted coffee ³	—	18.7	1.3	—	—	1.5
Instant coffee ^{1, 3}	—	28.0	1.0	—	—	1.0
Other beverage materials including tea ^{1, 2}	0.134	3.8	-1.0	—	—	-1.0
Other food at home.....	2.304	2.7	1.5	—	—	1.6
Sugar and sweets.....	0.342	6.9	0.9	—	—	0.8
Sugar and sugar substitutes.....	0.027	0.6	0.0	—	—	0.4
Candy and chewing gum ²	0.246	10.0	0.7	—	—	0.5
Other sweets ²	0.070	-0.4	1.9	—	—	2.2
Fats and oils.....	0.241	0.8	1.8	—	—	1.8
Butter and margarine ²	0.052	-2.2	0.5	—	—	0.5
Butter ³	—	-3.4	0.1	—	—	0.2
Margarine ³	—	5.0	0.7	—	—	0.3
Salad dressing ^{1, 2}	0.066	5.6	3.0	—	—	3.0
Other fats and oils including peanut butter ²	0.123	-0.4	1.8	—	—	1.9
Peanut butter ^{1, 2, 3}	—	1.4	4.3	—	—	4.3
Other foods.....	1.721	2.2	1.6	—	—	1.8
Soups.....	0.103	2.3	1.8	—	—	1.8
Frozen and freeze dried prepared foods.....	0.270	0.3	1.1	—	—	0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Snacks.....	0.361	2.2	0.4	—	—	1.1
Spices, seasonings, condiments, sauces.....	0.374	1.7	1.5	—	—	1.9
Salt and other seasonings and spices ^{2, 3}	—	2.1	0.3	—	—	1.0
Olives, pickles, relishes ^{2, 3}	—	2.2	0.4	—	—	0.9
Sauces and gravies ^{2, 3}	—	1.7	1.9	—	—	2.2
Other condiments ³	—	5.2	1.4	—	—	2.4
Baby food and formula ^{1, 2}	0.059	0.8	0.2	—	—	0.2
Other miscellaneous foods ²	0.554	3.6	2.7	—	—	2.9
Prepared salads ^{3, 4}	—	2.9	0.3	—	—	0.1
Food away from home ¹	5.684	4.1	0.7	—	—	0.7
Full service meals and snacks ^{1, 2}	2.465	4.9	0.8	—	—	0.8
Limited service meals and snacks ^{1, 2}	2.843	3.3	0.6	—	—	0.6
Food at employee sites and schools ^{1, 2}	0.073	3.8	0.3	—	—	0.3
Food at elementary and secondary schools ^{1, 3, 5}	—	1.2	0.1	—	—	0.1
Food from vending machines and mobile vendors ^{1, 2}	0.057	6.0	0.5	—	—	0.5
Other food away from home ^{1, 2}	0.246	5.0	0.2	—	—	0.2
Energy.....	6.315	2.3	-2.0	—	—	0.3
Energy commodities.....	3.105	-3.0	-5.1	—	—	-0.4
Fuel oil and other fuels.....	0.138	1.2	-0.5	—	—	0.6
Fuel oil.....	0.079	7.4	-1.6	—	—	-1.5
Propane, kerosene, and firewood ⁶	0.059	-5.9	0.9	—	—	0.0
Motor fuel.....	2.968	-3.2	-5.3	—	—	-0.4
Gasoline (all types).....	2.883	-3.4	-5.3	-2.1	3.0	-0.5
Gasoline, unleaded regular ³	—	-3.8	-5.5	-2.4	3.0	-0.5
Gasoline, unleaded midgrade ^{3, 7}	—	-2.2	-4.6	-1.4	2.6	-0.3
Gasoline, unleaded premium ³	—	-1.3	-4.3	-1.0	2.7	-0.1
Other motor fuels ^{1, 2}	0.084	3.5	-3.5	—	—	-3.5
Energy services.....	3.210	7.7	1.1	—	—	1.0
Electricity.....	2.432	6.7	0.1	—	—	-0.1
Utility (piped) gas service.....	0.777	10.8	4.1	—	—	4.4
All items less food and energy.....	80.028	2.6	0.0	—	—	0.2
Commodities less food and energy commodities.....	19.223	1.4	-0.4	—	—	0.0
Household furnishings and supplies ⁸	3.387	3.4	0.4	—	—	0.5
Window and floor coverings and other linens ²	0.238	2.7	0.8	—	—	0.6
Floor coverings ^{1, 2}	0.059	3.1	0.3	—	—	0.3
Window coverings ^{1, 2}	0.056	8.9	3.6	—	—	3.6
Other linens ²	0.124	-0.1	-0.2	—	—	-0.4
Furniture and bedding ¹	0.798	3.6	-0.4	—	—	-0.4
Bedroom furniture ¹	0.252	3.3	1.4	—	—	1.4
Living room, kitchen, and dining room furniture ^{1, 2}	0.391	4.0	-1.3	—	—	-1.3
Other furniture ²	0.145	2.9	-0.8	—	—	-0.9
Appliances ²	0.215	-1.7	-5.1	—	—	-4.3
Major appliances ²	0.068	1.9	-2.0	—	—	-2.2
Laundry equipment ^{1, 3}	—	-1.2	-4.1	—	—	-4.1
Other appliances ²	0.144	-3.5	-6.5	—	—	-5.2
Other household equipment and furnishings ²	0.490	5.2	2.6	—	—	3.0
Clocks, lamps, and decorator items ¹	0.283	3.9	2.2	—	—	2.2
Indoor plants and flowers ⁹	0.115	7.2	2.4	—	—	1.8
Dishes and flatware ^{1, 2}	0.035	1.0	5.8	—	—	5.8
Nonelectric cookware and tableware ²	0.057	10.4	3.5	—	—	3.5
Tools, hardware, outdoor equipment and supplies ^{1, 2}	0.849	5.4	1.3	—	—	1.3
Tools, hardware and supplies ²	0.246	5.2	0.1	—	—	0.0
Outdoor equipment and supplies ^{1, 2}	0.364	5.7	2.3	—	—	2.3

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Housekeeping supplies ¹	0.797	1.7	0.2	—	—	0.2
Household cleaning products ^{1, 2}	0.294	1.7	0.9	—	—	0.9
Household paper products ^{1, 2}	0.178	1.2	-1.6	—	—	-1.6
Miscellaneous household products ^{1, 2}	0.325	2.1	0.7	—	—	0.7
Apparel.....	2.461	0.6	-1.3	—	—	0.6
Men's and boys' apparel.....	0.646	-0.1	-1.5	—	—	0.1
Men's apparel.....	0.522	0.5	-1.5	—	—	0.4
Men's suits, sport coats, and outerwear.....	0.086	-1.8	-2.9	—	—	0.6
Men's underwear, nightwear, swimwear, and accessories.....	0.139	3.2	1.1	—	—	3.4
Men's shirts and sweaters ²	0.149	0.1	-2.4	—	—	-0.5
Men's pants and shorts.....	0.132	-0.2	-2.1	—	—	-1.0
Boys' apparel.....	0.124	-2.3	-1.5	—	—	-0.2
Women's and girls' apparel.....	0.954	-0.3	-1.6	—	—	1.0
Women's apparel.....	0.847	-0.7	-1.8	—	—	0.7
Women's outerwear.....	0.078	3.3	-2.6	—	—	-1.4
Women's dresses.....	0.131	-0.9	-7.8	—	—	-2.7
Women's suits and separates ²	0.342	-0.3	-1.3	—	—	1.2
Women's underwear, nightwear, swimwear, and accessories ²	0.286	-2.0	0.5	—	—	3.5
Girls' apparel.....	0.107	2.4	-0.2	—	—	3.0
Footwear.....	0.572	1.1	-0.7	—	—	1.1
Men's footwear.....	0.195	1.7	-0.3	—	—	1.7
Boys' and girls' footwear ¹	0.109	-1.9	-0.8	—	—	-0.8
Women's footwear.....	0.268	1.9	-0.9	—	—	0.5
Infants' and toddlers' apparel.....	0.102	3.9	1.0	—	—	2.3
Jewelry and watches ⁶	0.186	4.7	-1.5	—	—	-2.2
Watches ^{1, 6}	0.042	3.9	0.9	—	—	0.9
Jewelry ⁶	0.143	4.9	-2.2	—	—	-3.1
Transportation commodities less motor fuel ⁸	7.205	0.9	-0.7	—	—	-0.3
New vehicles.....	4.302	0.3	-0.3	0.1	0.2	0.0
New cars ³	—	0.5	-0.4	0.1	0.4	-0.1
New trucks ^{3, 10}	—	0.2	-0.3	0.1	0.2	0.0
Used cars and trucks.....	2.406	1.6	-1.7	0.7	0.3	-1.1
Motor vehicle parts and equipment ¹	0.362	3.5	1.0	—	—	1.0
Tires ¹	0.297	3.7	1.2	—	—	1.2
Vehicle accessories other than tires ^{1, 2}	0.065	2.3	-0.2	—	—	-0.2
Vehicle parts and equipment other than tires ^{1, 3}	—	3.4	-0.9	—	—	-0.9
Motor oil, coolant, and fluids ^{1, 3}	—	0.6	1.6	—	—	1.6
Medical care commodities ¹	1.504	1.5	0.3	—	—	0.3
Medicinal drugs ^{1, 8}	1.324	1.5	0.5	—	—	0.5
Prescription drugs ¹	0.917	2.0	0.1	—	—	0.1
Nonprescription drugs ⁸	0.407	0.5	1.4	—	—	1.8
Medical equipment and supplies ^{1, 8}	0.180	1.5	-1.2	—	—	-1.2
Recreation commodities ⁸	1.821	1.2	-0.1	—	—	0.1
Video and audio products ⁸	0.250	1.2	-0.8	—	—	-0.4
Televisions.....	0.083	-7.2	-1.5	—	—	-0.6
Other video equipment ²	0.028	-0.2	-3.0	—	—	-2.3
Audio equipment ¹	0.059	13.3	-1.1	—	—	-1.1
Recorded music and music subscriptions ^{1, 2}	0.075	3.2	1.1	—	—	1.1
Pets and pet products ¹	0.621	1.3	0.5	—	—	0.5
Pet food and treats ^{1, 2, 3}	—	1.2	0.2	—	—	0.2
Purchase of pets, pet supplies, accessories ^{1, 2, 3}	—	1.0	0.9	—	—	0.9
Sporting goods ¹	0.469	0.3	0.1	—	—	0.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Sports vehicles including bicycles ¹	0.235	0.9	0.5	—	—	0.5
Sports equipment ¹	0.218	-0.3	-0.4	—	—	-0.4
Photographic equipment and supplies.....	0.021	9.8	-0.8	—	—	1.2
Photographic equipment ^{1, 2, 3}	—	9.2	-1.3	—	—	-1.3
Recreational reading materials ¹	0.099	3.8	-0.4	—	—	-0.4
Newspapers and magazines ^{1, 2}	0.054	6.4	1.9	—	—	1.9
Recreational books ^{1, 2}	0.045	0.8	-3.1	—	—	-3.1
Other recreational goods ²	0.362	1.0	-0.5	—	—	-0.2
Toys.....	0.283	0.8	-0.9	—	—	-0.5
Toys, games, hobbies and playground equipment ^{2, 3}	—	1.3	-0.8	—	—	-0.9
Sewing machines, fabric and supplies ^{1, 2}	0.021	-2.7	1.8	—	—	1.8
Music instruments and accessories ^{1, 2}	0.044	4.2	0.7	—	—	0.7
Education and communication commodities ⁸	0.716	-3.8	-1.6	—	—	-2.0
Educational books and supplies ¹	0.041	0.8	-0.2	—	—	-0.2
College textbooks ^{1, 3, 11}	—	1.1	0.1	—	—	0.1
Information technology commodities ⁸	0.675	-4.1	-1.7	—	—	-2.2
Computers, peripherals, and smart home assistants ^{1, 4}	0.257	-0.6	-1.3	—	—	-1.3
Computer software and accessories ^{1, 2}	0.025	4.4	7.0	—	—	7.0
Telephone hardware, calculators, and other consumer information items ²	0.392	-6.8	-2.5	—	—	-3.3
Smartphones ^{1, 3, 12}	—	-9.8	-2.2	—	—	-2.2
Alcoholic beverages ¹	0.831	2.1	-0.1	—	—	-0.1
Alcoholic beverages at home.....	0.443	1.0	-0.5	—	—	0.0
Beer, ale, and other malt beverages at home ¹	0.152	1.3	-0.4	—	—	-0.4
Distilled spirits at home ¹	0.102	1.8	-0.7	—	—	-0.7
Whiskey at home ^{1, 3}	—	2.0	—	—	—	—
Distilled spirits, excluding whiskey, at home ^{1, 3}	—	2.5	-0.6	—	—	-0.6
Wine at home.....	0.188	0.3	-0.4	—	—	0.1
Alcoholic beverages away from home ¹	0.388	3.5	0.4	—	—	0.4
Beer, ale, and other malt beverages away from home ^{1, 2, 3}	—	2.6	0.2	—	—	0.2
Wine away from home ^{1, 2, 3}	—	2.5	0.0	—	—	0.0
Distilled spirits away from home ^{1, 2, 3}	—	3.8	0.2	—	—	0.2
Other goods ⁸	1.299	3.6	0.1	—	—	0.1
Tobacco and smoking products ¹	0.502	6.8	-0.2	—	—	-0.2
Cigarettes ^{1, 2}	0.380	8.5	0.4	—	—	0.4
Tobacco products other than cigarettes ^{1, 2}	0.116	1.2	-2.1	—	—	-2.1
Personal care products ¹	0.644	1.5	-0.3	—	—	-0.3
Hair, dental, shaving, and miscellaneous personal care products ^{1, 2}	0.289	2.4	0.0	—	—	0.0
Cosmetics, perfume, bath, nail preparations and implements ¹	0.345	0.8	-0.5	—	—	-0.5
Miscellaneous personal goods ²	0.154	2.5	2.4	—	—	2.6
Stationery, stationery supplies, gift wrap ³	—	1.8	2.4	—	—	1.9
Services less energy services.....	60.805	3.0	0.2	—	—	0.3
Shelter.....	35.514	3.2	0.4	—	—	0.4
Rent of shelter ¹³	35.086	3.1	0.4	—	—	0.4
Rent of primary residence.....	7.491	2.9	0.3	—	—	0.3
Lodging away from home ²	1.233	-0.8	1.2	—	—	2.9
Housing at school, excluding board ¹³	0.244	3.2	0.1	—	—	0.2
Other lodging away from home including hotels and motels.....	0.989	-1.8	1.5	—	—	3.5
Owners' equivalent rent of residences ¹³	26.362	3.4	0.3	—	—	0.3

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Owners' equivalent rent of primary residence ¹³ ..	25.159	3.3	0.3	—	—	0.3
Tenants' and household insurance ^{1, 2}	0.428	8.2	1.0	—	—	1.0
Water and sewer and trash collection services ²	1.096	4.7	0.4	—	—	0.4
Water and sewerage maintenance ¹	0.749	4.6	0.4	—	—	0.4
Garbage and trash collection ^{1, 10}	0.347	4.8	0.4	—	—	0.4
Household operations ^{1, 2}	—	—	—	—	—	—
Domestic services ^{1, 2}	—	—	—	—	—	—
Gardening and lawncare services ^{1, 2}	—	—	—	—	—	—
Moving, storage, freight expense ²	0.121	-17.0	-15.4	—	—	-14.3
Repair of household items ^{1, 2}	—	—	—	—	—	—
Medical care services	6.779	3.5	0.3	—	—	0.4
Professional services	3.684	2.5	0.3	—	—	0.3
Physicians' services ¹	1.804	1.9	0.3	—	—	0.3
Dental services	0.949	3.8	0.5	—	—	0.7
Eyeglasses and eye care ^{1, 6}	0.337	3.1	-0.2	—	—	-0.2
Services by other medical professionals ^{1, 6}	—	—	—	—	—	—
Hospital and related services ¹	2.319	6.7	0.9	—	—	0.9
Hospital services ^{1, 14}	1.985	6.6	1.0	—	—	1.0
Inpatient hospital services ^{1, 3, 14}	—	—	—	—	—	—
Outpatient hospital services ^{1, 3, 6}	—	6.5	0.9	—	—	0.9
Nursing homes and adult day services ¹⁴	0.167	4.3	0.1	—	—	0.3
Care of invalids and elderly at home ^{1, 5}	0.167	10.7	0.0	—	—	0.0
Health insurance ^{1, 5}	0.776	-0.5	-1.1	—	—	-1.1
Transportation services	6.265	1.5	-0.5	—	—	0.5
Leased cars and trucks ^{1, 11}	0.378	—	-0.6	-0.1	-0.3	-0.6
Car and truck rental ²	0.127	-4.1	-4.3	—	—	-1.4
Motor vehicle maintenance and repair ¹	1.059	5.4	-1.3	—	—	-1.3
Motor vehicle body work ¹	—	—	—	—	—	—
Motor vehicle maintenance and servicing ¹	0.516	4.9	0.5	—	—	0.5
Motor vehicle repair ^{1, 2}	0.425	6.2	-3.7	—	—	-3.7
Motor vehicle insurance	2.816	2.8	—	—	—	—
Motor vehicle fees ^{1, 2}	0.492	1.3	-0.7	—	—	-0.7
State motor vehicle registration and license fees ^{1, 2}	0.283	1.8	-0.5	—	—	-0.5
Parking and other fees ^{1, 2}	0.196	0.6	-1.0	—	—	-1.0
Parking fees and tolls ^{2, 3}	—	3.7	0.0	—	—	0.0
Public transportation	1.392	-2.0	0.7	—	—	4.5
Airline fares	0.868	-3.4	-0.5	—	—	5.2
Other intercity transportation	0.207	-2.6	2.3	—	—	2.7
Ship fare ^{1, 2, 3}	—	-4.8	0.2	—	—	0.2
Intracity transportation ¹	0.313	2.5	2.7	—	—	2.7
Intracity mass transit ^{1, 3, 8}	—	0.9	-0.7	—	—	-0.7
Recreation services ⁸	3.425	4.0	1.9	—	—	1.8
Video and audio services ⁸	0.806	4.9	2.4	—	—	2.3
Cable, satellite, and live streaming television service ¹⁰	0.651	3.7	1.2	—	—	1.1
Purchase, subscription, and rental of video ^{1, 2}	0.155	10.0	7.6	—	—	7.6
Video discs and other media ^{1, 2, 3}	—	6.0	3.2	—	—	3.2
Subscription and rental of video and video games ^{1, 2, 3}	—	29.0	19.5	—	—	19.5
Pet services including veterinary ²	0.543	6.2	1.1	—	—	1.1
Pet services ^{2, 3}	—	5.0	0.2	—	—	0.7
Veterinarian services ^{1, 2, 3}	—	7.1	2.0	—	—	2.0
Photographers and photo processing ^{1, 2}	0.053	1.5	—	—	—	—

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Other recreation services ²	2.022	3.1	1.9	—	—	1.7
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ²	0.795	0.4	0.5	—	—	0.1
Admissions ¹	0.733	5.7	3.6	—	—	3.6
Admission to movies, theaters, and concerts ^{1, 2, 3}	—	6.7	2.4	—	—	2.4
Admission to sporting events ^{1, 2, 3}	—	-7.3	—	—	—	—
Fees for lessons or instructions ^{1, 6}	0.167	2.9	—	—	—	—
Education and communication services ⁸	4.951	1.1	-1.0	—	—	-0.8
Tuition, other school fees, and childcare.....	2.548	2.9	-0.1	—	—	0.2
College tuition and fees.....	1.311	1.5	-0.2	—	—	0.0
Elementary and high school tuition and fees.....	0.393	4.1	0.0	—	—	0.4
Day care and preschool ^{1, 9}	0.739	4.8	0.0	—	—	0.0
Technical and business school tuition and fees ²	0.039	2.1	0.0	—	—	0.1
Postage and delivery services ²	0.056	4.8	0.1	—	—	0.6
Postage.....	0.053	4.6	0.0	3.3	0.3	0.5
Delivery services ²	0.002	9.7	2.2	—	—	2.4
Telephone services ^{1, 2}	1.406	-3.2	-2.8	—	—	-2.8
Wireless telephone services ^{1, 2}	1.238	-4.1	-3.3	0.0	1.1	-3.3
Residential telephone services ^{1, 8}	0.168	3.7	1.4	—	—	1.4
Internet services and electronic information providers ^{1, 2}	0.932	2.8	-0.7	—	—	-0.7
Other personal services ^{1, 8}	1.672	4.7	-0.2	—	—	-0.2
Personal care services ¹	0.668	4.8	0.7	—	—	0.7
Haircuts and other personal care services ^{1, 2}	0.668	4.8	0.7	—	—	0.7
Miscellaneous personal services ¹	1.004	4.6	-0.8	—	—	-0.8
Legal services ^{1, 6}	—	—	—	—	—	—
Funeral expenses ^{1, 6}	0.139	2.6	0.6	—	—	0.6
Laundry and dry cleaning services ^{1, 2}	0.167	4.6	0.3	—	—	0.3
Apparel services other than laundry and dry cleaning ^{1, 2}	0.028	7.0	0.5	—	—	0.5
Financial services ^{1, 6}	0.257	4.2	-3.5	—	—	-3.5
Checking account and other bank services ^{1, 2, 3} ...	—	0.4	0.3	—	—	0.3
Tax return preparation and other accounting fees ^{1, 2, 3}	—	—	-4.5	—	—	-4.5

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 2007=100 base.

⁵ Indexes on a December 2005=100 base.

⁶ Indexes on a December 1986=100 base.

⁷ Indexes on a December 1993=100 base.

⁸ Indexes on a December 2009=100 base.

⁹ Indexes on a December 1990=100 base.

¹⁰ Indexes on a December 1983=100 base.

¹¹ Indexes on a December 2001=100 base.

¹² Indexes on a December 2019=100 base.

¹³ Indexes on a December 1982=100 base.

¹⁴ Indexes on a December 1996=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2025

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Nov. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024	Nov. 2025	Dec. 2025	Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
All items less food.....	86.343	312.824	321.391	321.005	2.6	-0.1	—	—	0.2
All items less shelter.....	64.486	283.218	290.721	290.038	2.4	-0.2	—	—	0.3
All items less food and shelter.....	50.830	270.960	278.288	277.005	2.2	-0.5	—	—	0.1
All items less food, shelter, and energy.....	44.515	274.762	281.568	280.865	2.2	-0.2	—	—	0.1
All items less food, shelter, energy, and used cars and trucks.....	42.109	280.106	286.905	286.420	2.3	-0.2	—	—	0.2
All items less medical care.....	91.717	303.357	311.511	311.347	2.6	-0.1	—	—	0.3
All items less energy.....	93.685	322.828	331.188	331.550	2.7	0.1	—	—	0.3
Commodities.....	35.985	220.949	225.557	224.618	1.7	-0.4	—	—	0.2
Commodities less food, energy, and used cars and trucks.....	16.817	161.927	164.527	164.179	1.4	-0.2	—	—	0.2
Commodities less food.....	22.328	174.413	177.669	175.819	0.8	-1.0	—	—	-0.1
Commodities less food and beverages.....	21.497	170.521	173.681	171.807	0.8	-1.1	—	—	-0.1
Services.....	64.015	409.105	421.567	422.416	3.3	0.2	—	—	0.3
Services less rent of shelter ¹	28.929	421.204	435.623	435.662	3.4	0.0	—	—	0.2
Services less medical care services.....	57.236	392.933	404.836	405.589	3.2	0.2	—	—	0.3
Durables.....	10.870	121.747	123.844	123.216	1.2	-0.5	—	—	-0.4
Nondurables.....	25.115	274.260	280.413	279.357	1.9	-0.4	—	—	0.8
Nondurables less food.....	11.458	225.262	229.777	226.218	0.4	-1.5	—	—	0.6
Nondurables less food and beverages.....	10.627	221.206	225.602	221.848	0.3	-1.7	—	—	0.6
Nondurables less food, beverages, and apparel.....	8.166	284.370	290.105	284.928	0.2	-1.8	—	—	0.6
Nondurables less food and apparel.....	8.998	283.528	289.299	284.593	0.4	-1.6	—	—	0.6
Housing.....	44.448	338.883	349.973	351.072	3.6	0.3	—	—	0.4
Education and communication ²	5.666	145.696	147.928	146.392	0.5	-1.0	—	—	-1.0
Education ²	2.589	305.662	314.643	314.408	2.9	-0.1	—	—	0.2
Communication ²	3.077	72.857	73.133	71.781	-1.5	-1.8	—	—	-1.9
Information and information processing ²	3.022	68.451	68.657	67.364	-1.6	-1.9	—	—	-2.0
Information technology, hardware and services ³	1.616	6.721	6.784	6.708	-0.2	-1.1	—	—	-1.3
Recreation ²	5.246	138.343	140.821	142.505	3.0	1.2	—	—	1.2
Video and audio ²	1.056	116.849	119.563	121.524	4.0	1.6	—	—	1.7
Pets, pet products and services ²	1.163	223.988	230.172	231.923	3.5	0.8	—	—	0.8
Photography ²	0.075	84.248	86.351	87.315	3.6	1.1	—	—	1.7
Food and beverages.....	14.488	330.812	338.857	340.780	3.0	0.6	—	—	0.7
Domestically produced farm food.....	6.697	319.443	323.321	325.422	1.9	0.6	—	—	0.6
Other services.....	10.047	419.092	429.789	430.349	2.7	0.1	—	—	0.2
Apparel less footwear.....	1.888	118.997	121.285	119.542	0.5	-1.4	—	—	0.4
Fuels and utilities.....	4.443	317.180	335.637	338.484	6.7	0.8	—	—	0.8
Household energy.....	3.347	264.502	281.272	284.047	7.4	1.0	—	—	1.0
Medical care.....	8.283	569.189	585.213	587.144	3.2	0.3	—	—	0.4
Transportation.....	16.437	267.606	272.615	268.630	0.4	-1.5	—	—	0.0
Private transportation.....	15.045	266.883	273.036	268.511	0.6	-1.7	—	—	-0.5
New and used motor vehicles ²	7.348	124.324	125.978	124.913	0.5	-0.8	—	—	-0.4
Utilities and public transportation.....	7.755	260.830	268.264	268.823	3.1	0.2	—	—	0.6
Household furnishings and operations.....	4.492	147.559	154.477	153.484	4.0	-0.6	—	—	-0.5
Other goods and services.....	2.971	564.600	588.935	588.451	4.2	-0.1	—	—	0.3
Personal care.....	2.469	283.952	294.713	294.531	3.7	-0.1	—	—	0.4

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1997=100 base.

³ Indexes on a December 1988=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2025

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Dec. 2025 from:			Percent change to Nov. 2025 from:		
		Dec. 2024	Oct. 2025	Nov. 2025	Nov. 2024	Sep. 2025	Oct. 2025
U.S. city average.....	M	2.7	—	0.0	2.7	-0.2	—
Region and area size²							
Northeast.....	M	3.3	—	0.2	3.1	0.0	—
Northeast - Size Class A.....	M	3.3	—	0.3	3.1	0.1	—
Northeast - Size Class B/C ³	M	3.2	—	0.1	3.0	-0.1	—
New England ⁴	M	2.5	—	-0.1	2.7	-0.4	—
Middle Atlantic ⁴	M	3.6	—	0.3	3.2	0.2	—
Midwest.....	M	2.7	—	-0.1	3.0	-0.3	—
Midwest - Size Class A.....	M	2.1	—	-0.4	2.6	-0.7	—
Midwest - Size Class B/C ³	M	3.0	—	0.0	3.2	0.0	—
East North Central ⁴	M	2.8	—	-0.1	3.1	-0.2	—
West North Central ⁴	M	2.4	—	-0.2	2.7	-0.3	—
South.....	M	2.2	—	0.0	2.2	-0.2	—
South - Size Class A.....	M	1.8	—	-0.1	1.8	-0.3	—
South - Size Class B/C ³	M	2.4	—	0.1	2.4	-0.2	—
South Atlantic ⁴	M	2.3	—	0.1	2.4	-0.1	—
East South Central ⁴	M	2.9	—	0.3	2.4	-0.2	—
West South Central ⁴	M	1.5	—	-0.3	1.7	-0.5	—
West.....	M	2.9	—	-0.2	3.0	-0.3	—
West - Size Class A.....	M	3.0	—	0.0	3.0	-0.2	—
West - Size Class B/C ³	M	2.8	—	-0.3	3.0	-0.4	—
Mountain ⁴	M	2.4	—	-0.3	2.6	-0.5	—
Pacific ⁴	M	3.1	—	-0.1	3.2	-0.2	—
Size classes							
Size Class A ⁵	M	2.6	—	0.0	2.6	-0.2	—
Size Class B/C ³	M	2.8	—	0.0	2.8	-0.2	—
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	2.2	—	-0.2	2.5	-0.9	—
Los Angeles-Long Beach-Anaheim, CA.....	M	3.0	—	-0.3	3.6	-0.1	—
New York-Newark-Jersey City, NY-NJ-PA.....	M	3.4	—	0.4	3.0	0.2	—
Atlanta-Sandy Springs-Roswell, GA.....	2	0.9	—	—	—	—	—
Baltimore-Columbia-Towson, MD ⁶	2	3.4	—	—	—	—	—
Detroit-Warren-Dearborn, MI.....	2	2.1	—	—	—	—	—
Houston-The Woodlands-Sugar Land, TX.....	2	1.6	—	—	—	—	—
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	2.6	—	—	—	—	—
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	3.9	—	—	—	—	—
Phoenix-Mesa-Scottsdale, AZ ⁷	2	2.2	—	—	—	—	—
San Francisco-Oakland-Hayward, CA.....	2	3.0	—	—	—	—	—
Seattle-Tacoma-Bellevue, WA.....	2	3.1	—	—	—	—	—
St. Louis, MO-IL.....	2	2.0	—	—	—	—	—
Urban Alaska.....	2	1.9	—	—	—	—	—
Boston-Cambridge-Newton, MA-NH.....	1	—	—	—	2.8	-0.4	—
Dallas-Fort Worth-Arlington, TX.....	1	—	—	—	1.1	-0.6	—
Denver-Aurora-Lakewood, CO.....	1	—	—	—	2.2	-0.6	—
Minneapolis-St. Paul-Bloomington, MN-WI.....	1	—	—	—	2.5	-0.7	—
Riverside-San Bernardino-Ontario, CA ⁴	1	—	—	—	4.5	0.6	—
San Diego-Carlsbad, CA.....	1	—	—	—	4.0	0.1	—
Tampa-St. Petersburg-Clearwater, FL ⁸	1	—	—	—	3.0	-0.3	—
Urban Hawaii.....	1	—	—	—	2.4	0.3	—
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	—	—	—	2.4	-0.3	—

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2025
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ¹	CPI-U	C-CPI-U ¹	CPI-U
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
December 2016.....			1.8	2.1
December 2017.....			1.7	2.1
December 2018.....			1.5	1.9
December 2019.....			1.8	2.3
December 2020.....			1.5	1.4
December 2021.....			6.5	7.0
December 2022.....			6.4	6.5
January 2023.....	0.8	0.8	6.4	6.4
February 2023.....	0.5	0.6	6.0	6.0
March 2023.....	0.3	0.3	4.8	5.0
April 2023.....	0.5	0.5	4.7	4.9
May 2023.....	0.2	0.3	3.8	4.0
June 2023.....	0.3	0.3	2.9	3.0
July 2023.....	0.1	0.2	3.0	3.2
August 2023.....	0.4	0.4	3.5	3.7
September 2023.....	0.2	0.2	3.4	3.7
October 2023.....	0.0	0.0	2.9	3.2
November 2023.....	-0.3	-0.2	2.7	3.1
December 2023.....	-0.1	-0.1	2.9	3.4
January 2024.....	0.5	0.5	2.6	3.1
February 2024.....	0.6	0.6	2.8	3.2
March 2024.....	0.6	0.6	3.1	3.5
April 2024.....	0.4	0.4	3.0	3.4
May 2024.....	0.1	0.2	2.9	3.3
June 2024.....	0.0	0.0	2.6	3.0
July 2024.....	0.0	0.1	2.5	2.9
August 2024.....	0.0	0.1	2.2	2.5
September 2024.....	0.1	0.2	2.1	2.4
October 2024.....	0.1	0.1	2.3	2.6
November 2024.....	-0.1	-0.1	2.5	2.7
December 2024.....	0.0	0.0	2.6	2.9
January 2025.....	0.6	0.7	2.7	3.0
February 2025.....	0.4	0.4	2.6	2.8
March 2025.....	0.2	0.2	2.1	2.4
April 2025.....	0.3	0.3	2.1	2.3
May 2025.....	0.2	0.2	2.1	2.4
June 2025.....	0.3	0.3	2.4	2.7
July 2025.....	0.1	0.2	2.5	2.7
August 2025.....	0.3	0.3	2.8	2.9
September 2025.....	0.3	0.3	2.9	3.0
November 2025.....	—	—	2.6	2.7
December 2025.....	-0.1	0.0	2.5	2.7

¹ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
All items.....	100.000	0.3	—	0.05	—	—
Food.....	13.657	0.7	0.097	0.07	L-Oct.2022	0.7
Food at home.....	7.973	0.7	0.058	0.12	L-Aug.2022	0.9
Cereals and bakery products.....	1.095	0.6	0.007	0.30	S-Aug.2025	0.1
Cereals and cereal products.....	0.332	-0.3	-0.001	0.50	S-Jul.2025	-0.9
Flour and prepared flour mixes.....	0.029	1.1	0.000	0.75	L-May 2025	1.1
Breakfast cereal ⁴	0.146	-1.0	-0.001	0.93	S-Apr.2025	-2.5
Rice, pasta, cornmeal.....	0.157	0.1	0.000	0.63	S-Jul.2025	-0.6
Rice ^{4, 5, 6}	—	1.0	—	0.73	L-Aug.2025	1.5
Bakery products ⁴	0.763	0.4	0.003	0.38	S-Aug.2025	0.0
Bread ^{4, 5}	0.140	1.1	0.002	0.61	L-Apr.2025	1.6
White bread ^{4, 6}	—	2.0	—	0.64	L-Aug.2022	2.6
Bread other than white ^{4, 6}	—	0.1	—	1.08	S-Aug.2025	-0.9
Fresh biscuits, rolls, muffins ⁵	0.134	2.0	0.003	1.02	L-Oct.2024	2.9
Cakes, cupcakes, and cookies ⁴	0.216	-0.7	-0.002	0.59	S-Oct.2024	-0.9
Cookies ^{4, 6}	—	-2.2	—	0.80	S-Feb.2025	-2.4
Fresh cakes and cupcakes ^{4, 6}	—	0.4	—	0.69	S-Aug.2025	-0.1
Other bakery products.....	0.273	0.6	0.002	0.64	S-Aug.2025	0.4
Fresh sweetrolls, coffeecakes, doughnuts ^{4, 6}	—	0.0	—	0.84	S-Aug.2025	-2.3
Crackers, bread, and cracker products ⁶	—	0.8	—	1.02	S-Jul.2025	-1.2
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁶	—	1.0	—	1.14	L-Jun.2025	1.8
Meats, poultry, fish, and eggs.....	1.644	-0.2	-0.003	0.24	S-May 2025	-0.4
Meats, poultry, and fish.....	1.510	0.5	0.008	0.25	S-May 2025	-0.1
Meats.....	0.979	0.6	0.006	0.31	S-May 2025	-0.1
Beef and veal.....	0.502	1.0	0.005	0.46	S-May 2025	-0.1
Uncooked ground beef ⁴	0.225	0.2	0.001	0.69	S-Apr.2025	0.0
Uncooked beef roasts ⁵	0.066	-1.6	-0.001	1.10	S-May 2025	-1.8
Uncooked beef steaks ⁵	0.144	3.1	0.004	0.81	L-Aug.2025	4.1
Uncooked other beef and veal ^{4, 5}	0.068	-0.2	0.000	0.88	S-Mar.2025	-0.7
Pork.....	0.287	0.3	0.001	0.55	S-Aug.2025	0.2
Bacon, breakfast sausage, and related products ⁵	0.101	-0.8	-0.001	0.89	L-Aug.2025	1.2
Bacon and related products ⁶	—	-1.0	—	1.07	S-Apr.2025	-1.0
Breakfast sausage and related products ^{5, 6}	—	-1.4	—	1.18	L-Aug.2025	2.5
Ham.....	0.044	1.8	0.001	1.06	L-Jul.2025	3.7
Ham, excluding canned ⁶	—	1.6	—	1.11	L-Jul.2025	3.9
Pork chops ⁴	0.047	5.0	0.002	1.29	L-Oct.2021	5.0
Other pork including roasts, steaks, and ribs ⁵	0.095	-1.6	-0.001	1.20	S-Apr.2025	-2.5
Other meats.....	0.190	0.0	0.000	0.58	S-May 2025	-0.4
Frankfurters ⁶	—	2.6	—	1.36	L-Jun.2025	9.0
Lunchmeats ^{4, 5, 6}	—	-0.7	—	0.76	S-Jun.2025	-2.1
Poultry.....	0.284	0.8	0.002	0.50	L-Mar.2025	0.9
Chicken ⁵	0.213	0.4	0.001	0.53	L-Jun.2025	1.1
Fresh whole chicken ⁶	—	-0.2	—	0.99	S-Aug.2025	-0.5
Fresh and frozen chicken parts ⁶	—	0.3	—	0.69	L-Aug.2025	0.3
Other uncooked poultry including turkey ⁵	0.071	2.2	0.002	1.20	L-Jul.2023	2.3
Fish and seafood.....	0.248	-0.2	0.000	0.60	L-Aug.2025	0.6
Fresh fish and seafood ^{4, 5}	0.143	-1.2	-0.002	0.83	S-Jul.2024	-2.4
Processed fish and seafood ⁵	0.104	0.7	0.001	0.96	L-Aug.2025	0.8
Shelf stable fish and seafood ⁶	—	0.8	—	1.43	L-Jun.2025	1.3
Frozen fish and seafood ⁶	—	0.3	—	1.19	L-Aug.2025	1.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Eggs.....	0.134	-8.2	-0.011	1.00	S-Apr.2025	-12.7
Dairy and related products ⁴	0.709	0.9	0.007	0.29	L-Mar.2025	1.0
Milk ^{4, 5}	0.193	0.1	0.000	0.39	L-Jul.2025	1.9
Fresh whole milk ^{4, 6}	—	0.5	—	0.49	L-Jul.2025	2.5
Fresh milk other than whole ^{4, 5, 6}	—	-0.2	—	0.55	L-Jul.2025	1.5
Cheese and related products ⁴	0.241	1.4	0.003	0.69	L-Mar.2025	1.9
Ice cream and related products.....	0.127	2.2	0.003	1.04	L-May 2025	2.4
Other dairy and related products ⁵	0.147	0.9	0.001	0.54	L-Jul.2025	1.3
Fruits and vegetables.....	1.307	0.5	0.006	0.32	L-Aug.2025	1.6
Fresh fruits and vegetables.....	1.092	0.4	0.005	0.41	L-Aug.2025	2.0
Fresh fruits.....	0.555	1.0	0.006	0.58	L-Aug.2025	1.0
Apples.....	0.078	0.3	0.000	0.95	L-Aug.2025	3.5
Bananas ⁴	0.114	-1.6	-0.002	0.65	S-Jul.2024	-1.7
Citrus fruits ⁵	0.062	5.5	0.003	0.88	L-Feb.2022	5.5
Oranges, including tangerines ⁶	—	5.3	—	1.44	L-Dec.2021	8.7
Other fresh fruits ⁵	0.301	-1.1	-0.003	1.11	S-Jul.2025	-2.6
Fresh vegetables.....	0.538	-0.2	-0.001	0.58	S-Mar.2025	-1.0
Potatoes.....	0.076	0.8	0.001	0.97	S-Jul.2025	-2.3
Lettuce.....	0.073	1.7	0.001	1.17	L-Aug.2025	3.5
Tomatoes.....	0.089	-0.6	0.000	1.22	S-Jun.2025	-1.5
Other fresh vegetables.....	0.299	-0.3	-0.001	0.79	L-Aug.2025	2.9
Processed fruits and vegetables ⁵	0.214	0.6	0.001	0.47	S-Aug.2025	-0.5
Canned fruits and vegetables ⁵	0.086	0.1	0.000	0.60	S-Jul.2025	0.0
Canned fruits ^{5, 6}	—	0.5	—	0.94	L-Aug.2025	0.5
Canned vegetables ^{5, 6}	—	0.0	—	0.90	S-Jul.2025	-0.3
Frozen fruits and vegetables ⁵	0.064	2.4	0.002	0.89	L-Feb.2023	4.2
Frozen vegetables ⁶	—	2.8	—	1.08	L-Feb.2023	4.2
Other processed fruits and vegetables including dried ⁵	0.065	-0.6	0.000	0.66	S-Aug.2025	-1.8
Dried beans, peas, and lentils ^{4, 5, 6}	—	0.7	—	0.76	L-Jul.2025	0.7
Nonalcoholic beverages and beverage materials.....	0.915	0.4	0.004	0.40	S-Jul.2025	-0.5
Juices and nonalcoholic drinks ⁵	0.626	0.5	0.003	0.48	S-Aug.2025	-0.3
Carbonated drinks.....	0.341	0.7	0.002	0.93	S-Aug.2025	-0.3
Frozen noncarbonated juices and drinks ^{4, 5}	0.004	-0.3	0.000	0.81	S-May 2025	-4.6
Nonfrozen noncarbonated juices and drinks ⁵	0.281	0.4	0.001	0.49	S-Aug.2025	-0.7
Beverage materials including coffee and tea ⁵	0.288	0.5	0.002	0.68	L-Aug.2025	2.8
Coffee.....	0.154	1.9	0.003	0.97	L-Aug.2025	3.6
Roasted coffee ⁶	—	1.5	—	1.25	L-Aug.2025	4.1
Instant coffee ^{4, 6}	—	1.0	—	1.07	L-Aug.2025	4.9
Other beverage materials including tea ^{4, 5}	0.134	-1.0	-0.001	1.06	L-Aug.2025	1.5
Other food at home.....	2.304	1.6	0.038	0.24	L-Jul.2022	1.9
Sugar and sweets.....	0.342	0.8	0.003	0.44	L-Jun.2025	0.9
Sugar and sugar substitutes.....	0.027	0.4	0.000	0.62	L-Aug.2025	0.6
Candy and chewing gum ⁵	0.246	0.5	0.001	0.60	—	—
Other sweets ⁵	0.070	2.2	0.002	0.82	L-Nov.2021	3.6
Fats and oils.....	0.241	1.8	0.004	0.53	L-Aug.2022	1.8
Butter and margarine ⁵	0.052	0.5	0.000	0.99	L-Feb.2025	0.8
Butter ⁶	—	0.2	—	1.11	L-Aug.2025	1.3
Margarine ⁶	—	0.3	—	1.56	L-Apr.2025	1.2
Salad dressing ^{4, 5}	0.066	3.0	0.002	1.52	L-Sep.2024	3.3
Other fats and oils including peanut butter ⁵	0.123	1.9	0.002	0.68	L-May 2025	2.2
Peanut butter ^{4, 5, 6}	—	4.3	—	0.76	L-Jan.2012	6.9
Other foods.....	1.721	1.8	0.031	0.30	L-Jul.2022	1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Soups.....	0.103	1.8	0.002	0.97	L-Aug.2025	1.8
Frozen and freeze dried prepared foods.....	0.270	0.8	0.002	0.69	S-Aug.2025	-1.2
Snacks.....	0.361	1.1	0.004	0.78	S-Aug.2025	1.0
Spices, seasonings, condiments, sauces.....	0.374	1.9	0.007	0.50	L-Jul.2022	2.2
Salt and other seasonings and spices ^{5, 6}	—	1.0	—	0.91	—	—
Olives, pickles, relishes ^{5, 6}	—	0.9	—	0.90	L-Jun.2025	4.9
Sauces and gravies ^{5, 6}	—	2.2	—	0.70	L-Jul.2022	3.2
Other condiments ⁶	—	2.4	—	1.10	L-Apr.2025	8.0
Baby food and formula ^{4, 5}	0.059	0.2	0.000	0.57	S-Aug.2025	-0.9
Other miscellaneous foods ⁵	0.554	2.9	0.016	0.54	L-EVER	—
Prepared salads ^{6, 7}	—	0.1	—	0.98	L-Aug.2025	1.7
Food away from home ⁴	5.684	0.7	0.039	0.06	L-Oct.2022	0.9
Full service meals and snacks ^{4, 5}	2.465	0.8	0.020	0.07	L-Oct.2022	1.1
Limited service meals and snacks ^{4, 5}	2.843	0.6	0.018	0.09	L-Jan.2024	0.6
Food at employee sites and schools ^{4, 5}	0.073	0.3	0.000	0.29	L-Jul.2025	0.8
Food at elementary and secondary schools ^{4, 6, 8}	—	0.1	—	0.10	—	—
Food from vending machines and mobile vendors ^{4, 5}	0.057	0.5	0.000	0.25	S-Aug.2025	0.1
Other food away from home ^{4, 5}	0.246	0.2	0.000	0.10	S-Jul.2025	0.0
Energy.....	6.315	0.3	0.019	0.15	S-Jul.2025	-1.1
Energy commodities.....	3.105	-0.4	-0.012	0.18	S-Jul.2025	-1.9
Fuel oil and other fuels.....	0.138	0.6	0.001	0.34	L-Jul.2025	1.0
Fuel oil.....	0.079	-1.5	-0.001	0.47	S-Mar.2025	-4.2
Propane, kerosene, and firewood ⁹	0.059	0.0	0.000	0.42	L-Jun.2025	1.1
Motor fuel.....	2.968	-0.4	-0.013	0.19	S-Jul.2025	-2.0
Gasoline (all types).....	2.883	-0.5	-0.013	0.19	S-Oct.2025	-2.1
Gasoline, unleaded regular ⁶	—	-0.5	—	0.46	S-Oct.2025	-2.4
Gasoline, unleaded midgrade ^{6, 10}	—	-0.3	—	0.43	S-Oct.2025	-1.4
Gasoline, unleaded premium ⁶	—	-0.1	—	0.50	S-Oct.2025	-1.0
Other motor fuels ^{4, 5}	0.084	-3.5	-0.003	0.28	S-Jan.2024	-3.9
Energy services.....	3.210	1.0	0.032	0.26	L-Apr.2025	1.5
Electricity.....	2.432	-0.1	-0.002	0.30	L-Aug.2025	0.2
Utility (piped) gas service.....	0.777	4.4	0.033	0.44	L-Jan.2023	6.9
All items less food and energy.....	80.028	0.2	0.191	0.05	—	—
Commodities less food and energy commodities.....	19.223	0.0	0.000	0.09	S-May 2025	0.0
Household furnishings and supplies ¹¹	3.387	0.5	0.019	0.21	L-Jul.2025	0.7
Window and floor coverings and other linens ⁵	0.238	0.6	0.001	0.90	L-Jul.2025	1.2
Floor coverings ^{4, 5}	0.059	0.3	0.000	0.74	S-Aug.2025	-1.2
Window coverings ^{4, 5}	0.056	3.6	0.002	1.68	L-Aug.2024	4.3
Other linens ⁵	0.124	-0.4	0.000	1.18	L-Jul.2025	1.4
Furniture and bedding ⁴	0.798	-0.4	-0.003	0.41	S-May 2025	-0.8
Bedroom furniture ⁴	0.252	1.4	0.003	0.62	L-Jul.2025	1.5
Living room, kitchen, and dining room furniture ^{4, 5}	0.391	-1.3	-0.005	0.60	S-Jul.2024	-1.3
Other furniture ⁵	0.145	-0.9	-0.001	0.94	S-Apr.2025	-0.9
Appliances ⁵	0.215	-4.3	-0.009	0.68	S-EVER	—
Major appliances ⁵	0.068	-2.2	-0.002	1.04	S-Jul.2025	-2.2
Laundry equipment ^{4, 6}	—	-4.1	—	0.76	S-Oct.2023	-5.0
Other appliances ⁵	0.144	-5.2	-0.008	0.87	S-EVER	—
Other household equipment and furnishings ⁵	0.490	3.0	0.015	0.53	L-Oct.2004	4.5
Clocks, lamps, and decorator items ⁴	0.283	2.2	0.006	0.60	L-Jan.2025	2.2
Indoor plants and flowers ¹²	0.115	1.8	0.002	0.89	L-Aug.2025	2.8
Dishes and flatware ^{4, 5}	0.035	5.8	0.002	1.59	L-Jun.2019	6.1
Nonelectric cookware and tableware ⁵	0.057	3.5	0.002	1.38	L-Jun.2025	3.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change	Seasonally adjusted effect on All Items	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
		Nov. 2025- Dec. 2025	Nov. 2025- Dec. 2025 ¹		Date	Percent change
Tools, hardware, outdoor equipment and supplies ^{4, 5} ...	0.849	1.3	0.011	0.38	L-Jul.2025	1.6
Tools, hardware and supplies ⁵	0.246	0.0	0.000	0.59	L-Aug.2025	0.4
Outdoor equipment and supplies ^{4, 5}	0.364	2.3	0.009	0.53	L-Feb.2023	4.0
Housekeeping supplies ⁴	0.797	0.2	0.002	0.26	S-Jul.2025	0.0
Household cleaning products ^{4, 5}	0.294	0.9	0.003	0.42	L-Aug.2024	1.8
Household paper products ^{4, 5}	0.178	-1.6	-0.003	0.34	S-Sep.2020	-3.6
Miscellaneous household products ^{4, 5}	0.325	0.7	0.002	0.39	S-Aug.2025	0.0
Apparel.....	2.461	0.6	0.015	0.34	S-Aug.2025	0.5
Men's and boys' apparel.....	0.646	0.1	0.001	0.50	S-Jul.2025	-1.3
Men's apparel.....	0.522	0.4	0.002	0.61	S-Jul.2025	-1.6
Men's suits, sport coats, and outerwear.....	0.086	0.6	0.001	1.98	L-Feb.2025	5.5
Men's underwear, nightwear, swimwear, and accessories.....	0.139	3.4	0.005	0.78	L-Jan.2017	4.0
Men's shirts and sweaters ⁵	0.149	-0.5	-0.001	1.04	S-Jul.2025	-2.6
Men's pants and shorts.....	0.132	-1.0	-0.001	1.12	S-Jul.2025	-2.0
Boys' apparel.....	0.124	-0.2	0.000	0.96	S-Aug.2025	-1.9
Women's and girls' apparel.....	0.954	1.0	0.010	0.61	L-Apr.2024	1.2
Women's apparel.....	0.847	0.7	0.006	0.66	L-Jun.2025	0.7
Women's outerwear.....	0.078	-1.4	-0.001	2.56	S-Jun.2025	-3.3
Women's dresses.....	0.131	-2.7	-0.004	1.89	L-Aug.2025	1.7
Women's suits and separates ⁵	0.342	1.2	0.004	0.86	L-Apr.2025	1.2
Women's underwear, nightwear, swimwear, and accessories ⁵	0.286	3.5	0.010	0.89	L-Mar.2019	3.5
Girls' apparel.....	0.107	3.0	0.003	1.29	L-Feb.2025	3.6
Footwear.....	0.572	1.1	0.006	0.48	L-Jul.2025	1.4
Men's footwear.....	0.195	1.7	0.003	0.82	L-Jun.2025	2.6
Boys' and girls' footwear ⁴	0.109	-0.8	-0.001	0.86	S-Jun.2025	-1.7
Women's footwear.....	0.268	0.5	0.001	0.74	S-Aug.2025	0.2
Infants' and toddlers' apparel.....	0.102	2.3	0.002	0.97	L-Jul.2025	3.3
Jewelry and watches ⁹	0.186	-2.2	-0.004	1.56	S-Jan.2025	-3.9
Watches ^{4, 9}	0.042	0.9	0.000	1.47	S-Jul.2025	-0.8
Jewelry ⁹	0.143	-3.1	-0.005	2.00	S-Jan.2025	-4.2
Transportation commodities less motor fuel ¹¹	7.205	-0.3	-0.024	0.03	S-Jun.2025	-0.4
New vehicles.....	4.302	0.0	0.001	0.01	S-Jul.2025	0.0
New cars ⁶	—	-0.1	—	0.06	S-Jun.2025	-0.4
New trucks ^{6, 13}	—	0.0	—	0.03	S-Jul.2025	0.0
Used cars and trucks.....	2.406	-1.1	-0.027	0.03	S-Jul.2024	-1.4
Motor vehicle parts and equipment ⁴	0.362	1.0	0.003	0.36	L-Aug.2022	1.1
Tires ⁴	0.297	1.2	0.004	0.40	L-Dec.2023	1.2
Vehicle accessories other than tires ^{4, 5}	0.065	-0.2	0.000	0.62	—	—
Vehicle parts and equipment other than tires ^{4, 6} ...	—	-0.9	—	0.78	S-Mar.2025	-2.6
Motor oil, coolant, and fluids ^{4, 6}	—	1.6	—	0.63	L-May 2025	1.7
Medical care commodities ⁴	1.504	0.3	0.005	0.28	L-May 2025	0.6
Medicinal drugs ^{4, 11}	1.324	0.5	0.007	0.30	L-May 2025	0.5
Prescription drugs ⁴	0.917	0.1	0.001	0.26	S-Aug.2025	-0.2
Nonprescription drugs ¹¹	0.407	1.8	0.007	0.63	L-EVER	—
Medical equipment and supplies ^{4, 11}	0.180	-1.2	-0.002	0.53	S-Jan.2024	-1.4
Recreation commodities ¹¹	1.821	0.1	0.002	0.24	S-Aug.2025	0.0
Video and audio products ¹¹	0.250	-0.4	-0.001	0.36	S-Feb.2025	-0.6
Televisions.....	0.083	-0.6	-0.001	0.61	L-Aug.2025	2.5
Other video equipment ⁵	0.028	-2.3	-0.001	1.17	S-Aug.2025	-2.5
Audio equipment ⁴	0.059	-1.1	-0.001	0.87	S-Mar.2025	-1.2
Recorded music and music subscriptions ^{4, 5}	0.075	1.1	0.001	0.66	L-Mar.2025	1.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025-Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025-Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Pets and pet products ⁴	0.621	0.5	0.003	0.34	L-Jul.2025	0.5
Pet food and treats ^{4, 5, 6}	—	0.2	—	0.37	L-Jul.2025	0.5
Purchase of pets, pet supplies, accessories ^{4, 5, 6}	—	0.9	—	0.75	S-Aug.2025	-0.6
Sporting goods ⁴	0.469	0.1	0.000	0.50	S-Aug.2025	0.1
Sports vehicles including bicycles ⁴	0.235	0.5	0.001	0.74	S-May 2025	0.5
Sports equipment ⁴	0.218	-0.4	-0.001	0.52	S-Aug.2025	-0.6
Photographic equipment and supplies.....	0.021	1.2	0.000	0.68	L-Jul.2025	1.2
Photographic equipment ^{4, 5, 6}	—	-1.3	—	1.03	S-Dec.2024	-2.8
Recreational reading materials ⁴	0.099	-0.4	0.000	1.41	—	—
Newspapers and magazines ^{4, 5}	0.054	1.9	0.001	1.46	L-May 2025	5.2
Recreational books ^{4, 5}	0.045	-3.1	-0.001	2.14	S-May 2025	-4.1
Other recreational goods ⁵	0.362	-0.2	-0.001	0.53	S-Mar.2025	-0.7
Toys.....	0.283	-0.5	-0.001	0.65	S-Aug.2025	-0.8
Toys, games, hobbies and playground equipment ^{5, 6}	—	-0.9	—	0.90	S-Aug.2025	-1.1
Sewing machines, fabric and supplies ^{4, 5}	0.021	1.8	0.000	1.12	L-Aug.2025	9.1
Music instruments and accessories ^{4, 5}	0.044	0.7	0.000	0.71	S-Jul.2025	0.0
Education and communication commodities ¹¹	0.716	-2.0	-0.015	0.64	S-Nov.2023	-2.3
Educational books and supplies ⁴	0.041	-0.2	0.000	0.88	L-Jul.2025	0.1
College textbooks ^{4, 6, 14}	—	0.1	—	1.17	L-Jul.2025	0.4
Information technology commodities ¹¹	0.675	-2.2	-0.015	0.70	S-Nov.2023	-2.4
Computers, peripherals, and smart home assistants ^{4, 7}	0.257	-1.3	-0.003	0.83	S-Nov.2024	-1.7
Computer software and accessories ^{4, 5}	0.025	7.0	0.002	1.62	L-EVER	—
Telephone hardware, calculators, and other consumer information items ⁵	0.392	-3.3	-0.013	0.88	S-Nov.2023	-3.3
Smartphones ^{4, 6, 15}	—	-2.2	—	0.93	—	—
Alcoholic beverages ⁴	0.831	-0.1	-0.001	0.14	S-May 2025	-0.1
Alcoholic beverages at home.....	0.443	0.0	0.000	0.18	—	—
Beer, ale, and other malt beverages at home ⁴	0.152	-0.4	-0.001	0.24	S-May 2025	-0.4
Distilled spirits at home ⁴	0.102	-0.7	-0.001	0.36	S-Apr.2024	-1.0
Whiskey at home ^{4, 6}	—	—	—	0.66	—	—
Distilled spirits, excluding whiskey, at home ^{4, 6}	—	-0.6	—	0.50	S-May 2025	-0.9
Wine at home.....	0.188	0.1	0.000	0.29	L-Aug.2025	0.2
Alcoholic beverages away from home ⁴	0.388	0.4	0.001	0.20	L-Aug.2025	0.6
Beer, ale, and other malt beverages away from home ^{4, 5, 6}	—	0.2	—	0.21	S-Jun.2025	0.2
Wine away from home ^{4, 5, 6}	—	0.0	—	0.20	S-Aug.2025	-0.1
Distilled spirits away from home ^{4, 5, 6}	—	0.2	—	0.25	L-Jun.2025	0.7
Other goods ¹¹	1.299	0.1	0.001	0.24	S-Dec.2024	-0.4
Tobacco and smoking products ⁴	0.502	-0.2	-0.001	0.22	S-May 2020	-0.3
Cigarettes ^{4, 5}	0.380	0.4	0.002	0.25	—	—
Tobacco products other than cigarettes ^{4, 5}	0.116	-2.1	-0.002	0.70	S-EVER	—
Personal care products ⁴	0.644	-0.3	-0.002	0.37	S-Dec.2024	-1.1
Hair, dental, shaving, and miscellaneous personal care products ^{4, 5}	0.289	0.0	0.000	0.43	S-Jun.2025	-0.9
Cosmetics, perfume, bath, nail preparations and implements ⁴	0.345	-0.5	-0.002	0.58	S-May 2025	-0.6
Miscellaneous personal goods ⁵	0.154	2.6	0.004	0.76	L-Feb.2019	3.4
Stationery, stationery supplies, gift wrap ⁶	—	1.9	—	0.74	S-Aug.2025	-0.8
Services less energy services.....	60.805	0.3	0.178	0.07	L-Aug.2025	0.3
Shelter.....	35.514	0.4	0.144	0.09	L-Aug.2025	0.4
Rent of shelter ¹⁶	35.086	0.4	0.135	0.09	L-Aug.2025	0.4
Rent of primary residence.....	7.491	0.3	0.020	0.04	L-Aug.2025	0.3

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Lodging away from home ⁵	1.233	2.9	0.038	1.69	L-Sep.2023	3.6
Housing at school, excluding board ¹⁶	0.244	0.2	0.000	0.07	L-Aug.2025	0.8
Other lodging away from home including hotels and motels.....	0.989	3.5	0.038	2.00	L-Sep.2023	4.1
Owners' equivalent rent of residences ¹⁶	26.362	0.3	0.081	0.05	L-Aug.2025	0.4
Owners' equivalent rent of primary residence ¹⁶ ..	25.159	0.3	0.077	0.05	L-Aug.2025	0.4
Tenants' and household insurance ^{4, 5}	0.428	1.0	0.004	0.23	S-Aug.2025	0.6
Water and sewer and trash collection services ⁵	1.096	0.4	0.005	0.11	L-Aug.2025	0.4
Water and sewerage maintenance ⁴	0.749	0.4	0.003	0.13	—	—
Garbage and trash collection ^{4, 13}	0.347	0.4	0.001	0.15	L-Aug.2025	0.5
Household operations ^{4, 5}	—	—	—	—	—	—
Domestic services ^{4, 5}	—	—	—	—	—	—
Gardening and lawn care services ^{4, 5}	—	—	—	—	—	—
Moving, storage, freight expense ⁵	0.121	-14.3	-0.017	0.61	S-EVER	—
Repair of household items ^{4, 5}	—	—	—	—	—	—
Medical care services.....	6.779	0.4	0.027	0.17	L-Jul.2025	0.8
Professional services.....	3.684	0.3	0.012	0.21	L-Jul.2025	0.7
Physicians' services ⁴	1.804	0.3	0.005	0.36	L-Aug.2025	0.3
Dental services.....	0.949	0.7	0.007	0.24	L-Jul.2025	2.6
Eyeglasses and eye care ^{4, 9}	0.337	-0.2	-0.001	0.28	S-Apr.2025	-0.4
Services by other medical professionals ^{4, 9}	—	—	—	—	—	—
Hospital and related services ⁴	2.319	0.9	0.021	0.25	L-Mar.2025	1.3
Hospital services ^{4, 17}	1.985	1.0	0.021	0.26	L-Mar.2025	1.1
Inpatient hospital services ^{4, 6, 17}	—	—	—	—	—	—
Outpatient hospital services ^{4, 6, 9}	—	0.9	—	0.26	L-Mar.2024	1.3
Nursing homes and adult day services ¹⁷	0.167	0.3	0.000	0.19	—	—
Care of invalids and elderly at home ^{4, 8}	0.167	0.0	0.000	0.53	S-Aug.2025	-0.2
Health insurance ^{4, 8}	0.776	-1.1	-0.008	0.19	S-Sep.2023	-3.5
Transportation services.....	6.265	0.5	0.030	0.21	L-Aug.2025	1.0
Leased cars and trucks ^{4, 14}	0.378	-0.6	-0.002	0.63	S-Sep.2025	-0.6
Car and truck rental ⁵	0.127	-1.4	-0.002	1.18	S-Aug.2025	-6.9
Motor vehicle maintenance and repair ⁴	1.059	-1.3	-0.013	0.26	S-EVER	—
Motor vehicle body work ⁴	—	—	—	—	—	—
Motor vehicle maintenance and servicing ⁴	0.516	0.5	0.003	0.30	S-Aug.2025	0.4
Motor vehicle repair ^{4, 5}	0.425	-3.7	-0.016	0.48	S-EVER	—
Motor vehicle insurance.....	2.816	—	-0.012	0.31	—	—
Motor vehicle fees ^{4, 5}	0.492	-0.7	-0.004	0.24	S-Dec.2024	-0.9
State motor vehicle registration and license fees ^{4, 5}	0.283	-0.5	-0.001	0.09	S-Aug.2025	-0.5
Parking and other fees ^{4, 5}	0.196	-1.0	-0.002	0.53	S-Jun.2025	-1.5
Parking fees and tolls ^{5, 6}	—	0.0	—	0.34	L-Jul.2025	0.4
Public transportation.....	1.392	4.5	0.063	0.55	L-May 2022	7.4
Airline fares.....	0.868	5.2	0.044	0.77	L-Aug.2025	5.9
Other intercity transportation.....	0.207	2.7	0.006	1.03	L-Dec.2024	4.2
Ship fare ^{4, 5, 6}	—	0.2	—	1.04	L-Aug.2025	0.6
Intracity transportation ⁴	0.313	2.7	0.008	0.62	L-Feb.2021	2.7
Intracity mass transit ^{4, 6, 11}	—	-0.7	—	0.09	S-Oct.2020	-9.3
Recreation services ¹¹	3.425	1.8	0.060	0.22	L-EVER	—
Video and audio services ¹¹	0.806	2.3	0.019	0.24	L-EVER	—
Cable, satellite, and live streaming television service ¹³	0.651	1.1	0.007	0.20	L-Jan.2025	1.8
Purchase, subscription, and rental of video ^{4, 5}	0.155	7.6	0.012	0.99	L-EVER	—
Video discs and other media ^{4, 5, 6}	—	3.2	—	1.92	L-Jan.2025	7.1

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Subscription and rental of video and video games ^{4, 5, 6}	—	19.5	—	0.47	L-EVER	—
Pet services including veterinary ⁵	0.543	1.1	0.006	0.32	S-Aug.2025	0.6
Pet services ^{5, 6}	—	0.7	—	0.50	L-Jul.2025	1.1
Veterinarian services ^{4, 5, 6}	—	2.0	—	0.63	L-Feb.2025	2.3
Photographers and photo processing ^{4, 5}	0.053	—	0.001	0.41	—	—
Other recreation services ⁵	2.022	1.7	0.034	0.38	L-May 2020	2.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁵	0.795	0.1	0.001	0.17	S-Jul.2025	-0.3
Admissions ⁴	0.733	3.6	0.027	0.71	L-EVER	—
Admission to movies, theaters, and concerts ^{4, 5, 6}	—	2.4	—	0.55	L-Jun.2012	2.4
Admission to sporting events ^{4, 5, 6}	—	—	—	1.75	—	—
Fees for lessons or instructions ^{4, 9}	0.167	—	0.001	0.34	—	—
Education and communication services ¹¹	4.951	-0.8	-0.041	0.08	S-Mar.2017	-1.8
Tuition, other school fees, and childcare.....	2.548	0.2	0.004	0.06	—	—
College tuition and fees.....	1.311	0.0	0.000	0.08	L-Jul.2025	0.3
Elementary and high school tuition and fees.....	0.393	0.4	0.002	0.09	S-Jul.2025	0.0
Day care and preschool ^{4, 12}	0.739	0.0	0.000	0.14	S-Jun.2025	0.0
Technical and business school tuition and fees ⁵	0.039	0.1	0.000	0.07	L-Aug.2025	0.9
Postage and delivery services ⁵	0.056	0.6	0.000	0.07	L-Aug.2025	1.4
Postage.....	0.053	0.5	0.000	0.00	L-Oct.2025	3.3
Delivery services ⁵	0.002	2.4	0.000	0.33	L-Aug.2023	2.4
Telephone services ^{4, 5}	1.406	-2.8	-0.039	0.06	S-Mar.2017	-5.0
Wireless telephone services ^{4, 5}	1.238	-3.3	-0.041	0.06	S-Mar.2017	-7.0
Residential telephone services ^{4, 11}	0.168	1.4	0.002	0.30	L-Feb.2025	1.6
Internet services and electronic information providers ^{4, 5}	0.932	-0.7	-0.006	0.23	S-Apr.2025	-1.5
Other personal services ^{4, 11}	1.672	-0.2	-0.003	0.16	S-Jan.2025	-0.5
Personal care services ⁴	0.668	0.7	0.005	0.24	S-Aug.2025	0.5
Haircuts and other personal care services ^{4, 5}	0.668	0.7	0.005	0.24	S-Aug.2025	0.5
Miscellaneous personal services ⁴	1.004	-0.8	-0.008	0.15	S-Jan.2025	-1.2
Legal services ^{4, 9}	—	—	—	—	—	—
Funeral expenses ^{4, 9}	0.139	0.6	0.001	0.24	L-Mar.2025	0.7
Laundry and dry cleaning services ^{4, 5}	0.167	0.3	0.001	0.27	—	—
Apparel services other than laundry and dry cleaning ^{4, 5}	0.028	0.5	0.000	0.68	S-Apr.2025	-2.6
Financial services ^{4, 9}	0.257	-3.5	-0.009	0.42	S-Jan.2025	-4.7
Checking account and other bank services ^{4, 5, 6}	—	0.3	—	0.00	L-Jul.2025	0.4
Tax return preparation and other accounting fees ^{4, 5, 6}	—	-4.5	—	0.96	S-Jul.2023	-4.6
Special aggregate indexes						
All items less food.....	86.343	0.2	0.211	0.05	S-Jul.2025	0.2
All items less shelter.....	64.486	0.3	0.164	0.05	S-Jul.2025	0.2
All items less food and shelter.....	50.830	0.1	0.067	0.05	S-May 2025	-0.1
All items less food, shelter, and energy.....	44.515	0.1	0.048	0.06	S-May 2025	0.0
All items less food, shelter, energy, and used cars and trucks.....	42.109	0.2	0.075	0.06	S-Aug.2025	0.2
All items less medical care.....	91.717	0.3	0.275	0.05	—	—
All items less energy.....	93.685	0.3	0.288	0.05	L-Aug.2025	0.4
Commodities.....	35.985	0.2	0.084	0.05	S-Jul.2025	0.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change	Seasonally adjusted effect on All Items	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
		Nov. 2025- Dec. 2025	Nov. 2025- Dec. 2025 ¹		Date	Percent change
Commodities less food, energy, and used cars and trucks.....	16.817	0.2	0.026	0.10	S-Aug.2025	0.2
Commodities less food.....	22.328	-0.1	-0.013	0.07	S-Jul.2025	-0.1
Commodities less food and beverages.....	21.497	-0.1	-0.012	0.07	S-Jul.2025	-0.1
Services.....	64.015	0.3	0.210	0.07	L-Aug.2025	0.3
Services less rent of shelter ¹⁶	28.929	0.2	0.066	0.07	—	—
Services less medical care services.....	57.236	0.3	0.174	0.07	L-Aug.2025	0.4
Durables.....	10.870	-0.4	-0.042	0.09	S-Jun.2024	-0.5
Nondurables.....	25.115	0.8	0.195	0.07	S-Aug.2025	0.6
Nondurables less food.....	11.458	0.6	0.067	0.11	S-Aug.2025	0.5
Nondurables less food and beverages.....	10.627	0.6	0.065	0.12	S-Aug.2025	0.4
Nondurables less food, beverages, and apparel.....	8.166	0.6	0.050	0.11	S-Aug.2025	0.3
Nondurables less food and apparel.....	8.998	0.6	0.053	0.10	S-Aug.2025	0.3
Housing.....	44.448	0.4	0.158	0.08	L-Aug.2025	0.4
Education and communication ⁵	5.666	-1.0	-0.056	0.12	S-Mar.2017	-1.7
Education ⁵	2.589	0.2	0.004	0.06	—	—
Communication ⁵	3.077	-1.9	-0.059	0.17	S-Mar.2017	-3.3
Information and information processing ⁵	3.022	-2.0	-0.060	0.18	S-Mar.2017	-3.4
Information technology, hardware and services ¹⁸	1.616	-1.3	-0.021	0.33	S-Nov.2024	-1.6
Recreation ⁵	5.246	1.2	0.062	0.19	L-EVER	—
Video and audio ⁵	1.056	1.7	0.018	0.21	L-EVER	—
Pets, pet products and services ⁵	1.163	0.8	0.009	0.25	—	—
Photography ⁵	0.075	1.7	0.001	0.53	L-Oct.2023	2.1
Food and beverages.....	14.488	0.7	0.096	0.07	L-Oct.2022	0.7
Domestically produced farm food ⁴	6.697	0.6	0.043	0.14	L-Jan.2025	0.7
Other services.....	10.047	0.2	0.016	0.10	—	—
Apparel less footwear.....	1.888	0.4	0.009	0.41	S-Jul.2025	-0.3
Fuels and utilities.....	4.443	0.8	0.037	0.19	L-Jun.2025	0.8
Household energy.....	3.347	1.0	0.032	0.25	L-Apr.2025	1.4
Medical care.....	8.283	0.4	0.032	0.14	L-Jul.2025	0.7
Transportation.....	16.437	0.0	-0.007	0.10	S-Jul.2025	0.0
Private transportation.....	15.045	-0.5	-0.070	0.10	S-May 2025	-0.5
New and used motor vehicles ⁵	7.348	-0.4	-0.031	0.06	S-Jun.2025	-0.4
Utilities and public transportation.....	7.755	0.6	0.046	0.15	L-Dec.2024	0.6
Household furnishings and operations.....	4.492	-0.5	-0.023	0.17	S-May 2023	-0.5
Other goods and services.....	2.971	0.3	0.008	0.15	S-Aug.2025	0.2
Personal care.....	2.469	0.4	0.009	0.15	—	—

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

³ If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Not seasonally adjusted.

⁵ Indexes on a December 1997=100 base.

⁶ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁷ Indexes on a December 2007=100 base.

⁸ Indexes on a December 2005=100 base.

⁹ Indexes on a December 1986=100 base.

¹⁰ Indexes on a December 1993=100 base.

¹¹ Indexes on a December 2009=100 base.

¹² Indexes on a December 1990=100 base.

¹³ Indexes on a December 1983=100 base.

¹⁴ Indexes on a December 2001=100 base.

¹⁵ Indexes on a December 2019=100 base.

¹⁶ Indexes on a December 1982=100 base.

¹⁷ Indexes on a December 1996=100 base.

¹⁸ Indexes on a December 1988=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
All items.....	100.000	2.7	—	0.11	—	—
Food.....	13.657	3.1	0.420	0.13	L-Sep.2025	3.1
Food at home.....	7.973	2.4	0.190	0.18	L-Sep.2025	2.7
Cereals and bakery products.....	1.095	1.5	0.017	0.43	S-Aug.2025	1.1
Cereals and cereal products.....	0.332	-0.4	-0.001	0.77	S-Sep.2025	-0.8
Flour and prepared flour mixes.....	0.029	2.4	0.001	1.21	L-May 2025	3.3
Breakfast cereal.....	0.146	0.6	0.001	1.66	S-Sep.2025	0.4
Rice, pasta, cornmeal.....	0.157	-1.7	-0.003	0.82	S-Apr.2025	-2.6
Rice ^{4, 5}	—	0.8	—	1.28	S-Sep.2025	-1.7
Bakery products.....	0.763	2.3	0.018	0.48	S-Aug.2025	2.2
Bread ⁴	0.140	2.2	0.003	0.75	L-Jan.2024	3.2
White bread ⁵	—	2.1	—	1.19	L-Jan.2024	3.3
Bread other than white ⁵	—	2.2	—	1.00	S-Jun.2025	-0.2
Fresh biscuits, rolls, muffins ⁴	0.134	3.6	0.005	1.27	L-Sep.2025	3.9
Cakes, cupcakes, and cookies.....	0.216	3.3	0.007	0.86	S-Sep.2025	2.2
Cookies ⁵	—	3.7	—	1.10	S-Sep.2025	1.7
Fresh cakes and cupcakes ⁵	—	2.3	—	1.16	L-Sep.2025	3.7
Other bakery products.....	0.273	1.1	0.003	0.94	S-Jul.2025	0.7
Fresh sweetrolls, coffeecakes, doughnuts ⁵	—	1.7	—	1.74	S-Aug.2025	0.3
Crackers, bread, and cracker products ⁵	—	2.7	—	1.63	S-Sep.2025	2.1
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁵	—	-2.6	—	1.11	S-Apr.2025	-3.2
Meats, poultry, fish, and eggs.....	1.644	3.9	0.064	0.38	S-Nov.2024	3.8
Meats, poultry, and fish.....	1.510	6.9	0.100	0.37	L-Sep.2022	7.7
Meats.....	0.979	9.2	0.085	0.47	L-May 2022	12.3
Beef and veal.....	0.502	16.4	0.073	0.69	L-Dec.2021	18.6
Uncooked ground beef.....	0.225	15.5	0.031	1.04	L-Jun.2020	26.4
Uncooked beef roasts ⁴	0.066	17.5	0.010	1.53	S-Aug.2025	13.6
Uncooked beef steaks ⁴	0.144	17.8	0.023	1.11	L-Dec.2021	21.4
Uncooked other beef and veal ⁴	0.068	15.3	0.009	1.34	S-Sep.2025	12.4
Pork.....	0.287	0.8	0.002	0.95	S-Jun.2025	0.5
Bacon, breakfast sausage, and related products ⁴	0.101	-0.2	0.000	1.41	S-Nov.2024	-0.4
Bacon and related products ⁵	—	0.7	—	1.89	S-Nov.2024	-0.8
Breakfast sausage and related products ^{4, 5}	—	-0.8	—	1.76	S-Apr.2025	-1.1
Ham.....	0.044	0.6	0.000	1.90	—	—
Ham, excluding canned ⁵	—	0.5	—	1.97	S-Sep.2025	-0.2
Pork chops.....	0.047	1.2	0.001	2.08	L-Mar.2025	1.9
Other pork including roasts, steaks, and ribs ⁴	0.095	1.9	0.002	2.05	S-Sep.2025	0.5
Other meats.....	0.190	5.1	0.010	0.88	S-Sep.2025	4.6
Frankfurters ⁵	—	6.6	—	2.78	L-Aug.2024	11.0
Lunchmeats ^{4, 5}	—	3.1	—	1.11	S-Aug.2025	-0.6
Poultry.....	0.284	1.4	0.004	0.80	L-Sep.2025	1.4
Chicken ⁴	0.213	1.2	0.003	0.85	S-Jan.2025	0.9
Fresh whole chicken ⁵	—	-1.2	—	1.48	S-May 2021	-1.5
Fresh and frozen chicken parts ⁵	—	2.0	—	1.08	S-Mar.2025	1.4
Other uncooked poultry including turkey ⁴	0.071	2.2	0.002	1.96	L-May 2025	2.7
Fish and seafood.....	0.248	4.4	0.011	0.81	S-Sep.2025	2.1
Fresh fish and seafood ⁴	0.143	3.6	0.005	1.17	S-Sep.2025	3.0
Processed fish and seafood ⁴	0.104	5.5	0.006	1.10	S-Sep.2025	1.0
Shelf stable fish and seafood ⁵	—	3.4	—	1.78	L-May 2024	4.4
Frozen fish and seafood ⁵	—	8.6	—	1.93	S-Sep.2025	6.6
Eggs.....	0.134	-20.9	-0.036	1.83	S-Jan.2024	-28.6

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Dairy and related products.....	0.709	-0.9	-0.007	0.45	L-Sep.2025	0.7
Milk ⁴	0.193	-1.0	-0.002	0.70	S-Jun.2024	-1.0
Fresh whole milk ⁵	—	-1.0	—	0.75	L-Sep.2025	1.1
Fresh milk other than whole ^{4, 5}	—	-1.1	—	0.86	S-Jun.2024	-1.3
Cheese and related products.....	0.241	-1.6	-0.004	0.86	L-Sep.2025	1.1
Ice cream and related products.....	0.127	0.8	0.001	1.19	L-Jul.2025	1.0
Other dairy and related products ⁴	0.147	-1.1	-0.002	0.80	L-Sep.2025	0.2
Fruits and vegetables.....	1.307	0.5	0.006	0.48	L-Sep.2025	1.3
Fresh fruits and vegetables.....	1.092	0.3	0.003	0.60	L-Sep.2025	1.2
Fresh fruits.....	0.555	0.7	0.004	0.84	L-Aug.2025	1.7
Apples.....	0.078	1.3	0.001	1.37	S-Dec.2024	0.8
Bananas.....	0.114	5.9	0.006	1.14	S-Jul.2025	4.3
Citrus fruits ⁴	0.062	0.8	0.000	1.56	L-Sep.2025	0.8
Oranges, including tangerines ⁵	—	2.1	—	2.38	L-Sep.2025	3.0
Other fresh fruits ⁴	0.301	-1.2	-0.004	1.75	L-Aug.2025	-0.2
Fresh vegetables.....	0.538	-0.2	-0.001	0.83	S-Jul.2025	-0.8
Potatoes.....	0.076	-3.4	-0.003	1.54	L-Sep.2025	3.7
Lettuce.....	0.073	7.3	0.005	2.36	L-May 2023	9.4
Tomatoes.....	0.089	-3.0	-0.003	1.81	S-Jul.2025	-5.2
Other fresh vegetables.....	0.299	-0.3	-0.001	1.17	S-Jun.2025	-0.3
Processed fruits and vegetables ⁴	0.214	1.5	0.003	0.63	L-Sep.2025	2.5
Canned fruits and vegetables ⁴	0.086	1.6	0.001	0.81	S-Apr.2025	0.2
Canned fruits ^{4, 5}	—	3.4	—	1.45	L-Sep.2025	4.8
Canned vegetables ^{4, 5}	—	0.5	—	0.87	S-Apr.2025	-0.2
Frozen fruits and vegetables ⁴	0.064	0.0	0.000	1.54	L-Sep.2025	0.8
Frozen vegetables ⁵	—	-1.6	—	1.67	L-Sep.2025	-0.7
Other processed fruits and vegetables including dried ⁴	0.065	2.9	0.002	1.26	S-Sep.2025	1.3
Dried beans, peas, and lentils ^{4, 5}	—	2.1	—	2.29	L-Jul.2025	3.7
Nonalcoholic beverages and beverage materials.....	0.915	5.1	0.046	0.62	L-Sep.2025	5.3
Juices and nonalcoholic drinks ⁴	0.626	2.3	0.014	0.83	L-Sep.2025	3.1
Carbonated drinks.....	0.341	3.0	0.010	1.28	L-Sep.2025	3.6
Frozen noncarbonated juices and drinks ⁴	0.004	5.5	0.000	3.05	L-Sep.2025	9.6
Nonfrozen noncarbonated juices and drinks ⁴	0.281	1.3	0.004	0.98	L-Sep.2025	1.8
Beverage materials including coffee and tea ⁴	0.288	11.8	0.031	0.99	S-Sep.2025	10.6
Coffee.....	0.154	19.8	0.026	1.16	L-Aug.2025	20.9
Roasted coffee ⁵	—	18.7	—	1.42	L-Sep.2025	18.9
Instant coffee ⁵	—	28.0	—	1.82	L-Jun.1995	28.9
Other beverage materials including tea ⁴	0.134	3.8	0.005	1.58	S-Sep.2025	1.7
Other food at home.....	2.304	2.7	0.064	0.34	L-Dec.2023	2.8
Sugar and sweets.....	0.342	6.9	0.023	0.77	L-Aug.2023	8.0
Sugar and sugar substitutes.....	0.027	0.6	0.000	1.19	L-Sep.2025	2.9
Candy and chewing gum ⁴	0.246	10.0	0.023	1.11	S-Sep.2025	9.8
Other sweets ⁴	0.070	-0.4	0.000	1.18	L-Sep.2025	0.4
Fats and oils.....	0.241	0.8	0.002	0.86	L-Mar.2025	1.1
Butter and margarine ⁴	0.052	-2.2	-0.001	1.15	L-Sep.2025	-2.0
Butter ⁵	—	-3.4	—	1.57	L-Sep.2025	-1.8
Margarine ⁵	—	5.0	—	1.72	L-Jul.2023	11.3
Salad dressing ⁴	0.066	5.6	0.004	1.73	L-Sep.2023	6.3
Other fats and oils including peanut butter ⁴	0.123	-0.4	-0.001	1.46	L-Mar.2025	0.3
Peanut butter ^{4, 5}	—	1.4	—	1.63	L-Jun.2025	1.9
Other foods.....	1.721	2.2	0.039	0.40	L-Jan.2024	2.4
Soups.....	0.103	2.3	0.002	1.56	L-Aug.2025	3.4
Frozen and freeze dried prepared foods.....	0.270	0.3	0.001	0.92	L-Sep.2025	1.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Snacks.....	0.361	2.2	0.008	1.04	L-Nov.2023	2.2
Spices, seasonings, condiments, sauces.....	0.374	1.7	0.007	0.76	L-Aug.2025	1.7
Salt and other seasonings and spices ^{4, 5}	—	2.1	—	1.23	S-Sep.2025	0.8
Olives, pickles, relishes ^{4, 5}	—	2.2	—	1.79	L-Jul.2025	4.1
Sauces and gravies ^{4, 5}	—	1.7	—	1.26	L-Mar.2025	2.9
Other condiments ⁵	—	5.2	—	2.48	L-Sep.2025	7.8
Baby food and formula ⁴	0.059	0.8	0.001	1.47	S-Sep.2025	0.6
Other miscellaneous foods ⁴	0.554	3.6	0.020	0.80	L-Oct.2023	3.6
Prepared salads ^{5, 6}	—	2.9	—	1.20	L-Sep.2025	3.3
Food away from home.....	5.684	4.1	0.230	0.17	L-Jul.2024	4.1
Full service meals and snacks ⁴	2.465	4.9	0.119	0.27	L-Sep.2023	5.1
Limited service meals and snacks ⁴	2.843	3.3	0.093	0.24	L-Jul.2025	3.3
Food at employee sites and schools ⁴	0.073	3.8	0.003	1.01	L-Sep.2025	3.8
Food at elementary and secondary schools ^{5, 7}	—	1.2	—	0.76	L-Sep.2025	1.4
Food from vending machines and mobile vendors ⁴	0.057	6.0	0.003	1.42	L-Sep.2025	6.3
Other food away from home ⁴	0.246	5.0	0.012	0.55	L-Sep.2025	5.3
Energy.....	6.315	2.3	0.143	0.46	S-Aug.2025	0.2
Energy commodities.....	3.105	-3.0	-0.094	0.39	S-Aug.2025	-6.2
Fuel oil and other fuels.....	0.138	1.2	0.002	1.05	S-Sep.2025	0.5
Fuel oil.....	0.079	7.4	0.006	1.00	S-Sep.2025	4.1
Propane, kerosene, and firewood ⁸	0.059	-5.9	-0.004	1.38	—	—
Motor fuel.....	2.968	-3.2	-0.096	0.40	S-Aug.2025	-6.5
Gasoline (all types).....	2.883	-3.4	-0.099	0.41	S-Aug.2025	-6.6
Gasoline, unleaded regular ⁵	—	-3.8	—	0.86	S-Aug.2025	-7.1
Gasoline, unleaded midgrade ^{5, 9}	—	-2.2	—	0.91	S-Aug.2025	-5.4
Gasoline, unleaded premium ⁵	—	-1.3	—	0.97	S-Aug.2025	-4.2
Other motor fuels ⁴	0.084	3.5	0.003	0.56	S-Sep.2025	3.3
Energy services.....	3.210	7.7	0.237	0.88	L-Aug.2025	7.7
Electricity.....	2.432	6.7	0.156	1.10	S-Sep.2025	5.1
Utility (piped) gas service.....	0.777	10.8	0.081	0.75	L-Sep.2025	11.7
All items less food and energy.....	80.028	2.6	2.114	0.14	—	—
Commodities less food and energy commodities.....	19.223	1.4	0.275	0.18	—	—
Household furnishings and supplies ¹⁰	3.387	3.4	0.116	0.54	L-May 2023	4.1
Window and floor coverings and other linens ⁴	0.238	2.7	0.007	1.92	S-Sep.2025	1.7
Floor coverings ⁴	0.059	3.1	0.002	3.63	S-Sep.2025	2.5
Window coverings ⁴	0.056	8.9	0.005	3.66	L-Jun.2024	8.9
Other linens ⁴	0.124	-0.1	0.000	2.65	S-May 2025	-0.3
Furniture and bedding.....	0.798	3.6	0.028	1.14	L-Sep.2025	3.8
Bedroom furniture.....	0.252	3.3	0.008	1.50	L-Oct.2022	3.3
Living room, kitchen, and dining room furniture ⁴	0.391	4.0	0.015	1.50	S-May 2025	3.3
Other furniture ⁴	0.145	2.9	0.004	2.57	S-Sep.2025	2.4
Appliances ⁴	0.215	-1.7	-0.004	1.45	S-Mar.2025	-2.5
Major appliances ⁴	0.068	1.9	0.001	1.76	L-Jun.2025	2.4
Laundry equipment ⁵	—	-1.2	—	2.51	S-Aug.2024	-3.1
Other appliances ⁴	0.144	-3.5	-0.005	1.95	S-Jul.2024	-3.5
Other household equipment and furnishings ⁴	0.490	5.2	0.025	1.14	L-Nov.2022	5.5
Clocks, lamps, and decorator items.....	0.283	3.9	0.011	1.73	L-Jun.2025	4.8
Indoor plants and flowers ¹¹	0.115	7.2	0.008	2.36	L-Jul.2024	10.6
Dishes and flatware ⁴	0.035	1.0	0.000	3.61	L-Mar.2023	1.4
Nonelectric cookware and tableware ⁴	0.057	10.4	0.006	2.83	L-EVER	—
Tools, hardware, outdoor equipment and supplies ⁴	0.849	5.4	0.045	1.50	L-Sep.2023	6.3
Tools, hardware and supplies ⁴	0.246	5.2	0.013	1.24	S-Jul.2025	4.7
Outdoor equipment and supplies ⁴	0.364	5.7	0.021	2.29	L-Oct.2023	6.0

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Housekeeping supplies.....	0.797	1.7	0.014	0.58	S-Aug.2025	1.0
Household cleaning products ⁴	0.294	1.7	0.005	0.97	L-May 2025	2.0
Household paper products ⁴	0.178	1.2	0.002	0.92	S-Apr.2025	0.0
Miscellaneous household products ⁴	0.325	2.1	0.007	0.95	L-Sep.2025	2.2
Apparel.....	2.461	0.6	0.015	0.72	L-Feb.2025	0.6
Men's and boys' apparel.....	0.646	-0.1	0.000	1.19	—	—
Men's apparel.....	0.522	0.5	0.002	1.35	L-Sep.2025	2.5
Men's suits, sport coats, and outerwear.....	0.086	-1.8	-0.002	4.19	S-Jan.2025	-2.2
Men's underwear, nightwear, swimwear, and accessories.....	0.139	3.2	0.004	1.47	L-May 2024	3.2
Men's shirts and sweaters ⁴	0.149	0.1	0.000	2.59	L-Sep.2025	2.6
Men's pants and shorts.....	0.132	-0.2	0.000	2.45	S-Jul.2025	-0.5
Boys' apparel.....	0.124	-2.3	-0.003	2.44	—	—
Women's and girls' apparel.....	0.954	-0.3	-0.003	1.27	L-Feb.2025	0.2
Women's apparel.....	0.847	-0.7	-0.006	1.16	L-Jul.2025	-0.6
Women's outerwear.....	0.078	3.3	0.002	4.43	S-Jul.2025	0.0
Women's dresses.....	0.131	-0.9	-0.001	3.60	S-May 2025	-3.8
Women's suits and separates ⁴	0.342	-0.3	-0.001	1.71	L-Sep.2024	1.7
Women's underwear, nightwear, swimwear, and accessories ⁴	0.286	-2.0	-0.006	1.78	L-Jul.2025	1.0
Girls' apparel.....	0.107	2.4	0.003	3.41	L-Feb.2025	4.6
Footwear.....	0.572	1.1	0.006	1.01	L-Sep.2025	1.3
Men's footwear.....	0.195	1.7	0.003	1.51	L-Oct.2024	2.8
Boys' and girls' footwear.....	0.109	-1.9	-0.002	2.10	L-Sep.2025	-1.0
Women's footwear.....	0.268	1.9	0.005	1.58	S-Jul.2025	0.9
Infants' and toddlers' apparel.....	0.102	3.9	0.004	2.49	L-Oct.2023	4.4
Jewelry and watches ⁸	0.186	4.7	0.008	3.57	S-Sep.2025	2.0
Watches ⁸	0.042	3.9	0.002	2.95	L-Sep.2025	6.6
Jewelry ⁸	0.143	4.9	0.007	4.04	S-Sep.2025	1.7
Transportation commodities less motor fuel ¹⁰	7.205	0.9	0.064	0.13	S-Apr.2025	0.8
New vehicles.....	4.302	0.3	0.012	0.19	S-Jun.2025	0.2
New cars ⁵	—	0.5	—	0.20	S-Mar.2025	0.1
New trucks ^{5, 12}	—	0.2	—	0.18	S-Jun.2025	0.2
Used cars and trucks.....	2.406	1.6	0.039	0.11	S-Apr.2025	1.5
Motor vehicle parts and equipment.....	0.362	3.5	0.013	0.73	L-Jun.2023	3.6
Tires.....	0.297	3.7	0.011	0.86	L-Aug.2025	3.9
Vehicle accessories other than tires ⁴	0.065	2.3	0.001	1.48	L-May 2025	2.4
Vehicle parts and equipment other than tires ⁵	—	3.4	—	1.81	S-Sep.2025	2.5
Motor oil, coolant, and fluids ⁵	—	0.6	—	1.00	L-May 2025	2.7
Medical care commodities.....	1.504	1.5	0.023	1.10	L-Feb.2025	2.3
Medicinal drugs ¹⁰	1.324	1.5	0.020	1.18	L-Feb.2025	2.7
Prescription drugs.....	0.917	2.0	0.018	1.56	L-Apr.2025	2.3
Nonprescription drugs ¹⁰	0.407	0.5	0.002	1.54	L-Sep.2024	0.7
Medical equipment and supplies ¹⁰	0.180	1.5	0.003	1.09	S-Sep.2025	0.8
Recreation commodities ¹⁰	1.821	1.2	0.022	0.45	L-Jun.2023	2.0
Video and audio products ¹⁰	0.250	1.2	0.003	1.01	L-Sep.2025	1.6
Televisions.....	0.083	-7.2	-0.007	1.17	L-Sep.2025	-6.0
Other video equipment ⁴	0.028	-0.2	0.000	2.42	S-Aug.2025	-0.3
Audio equipment.....	0.059	13.3	0.007	2.33	L-Sep.2025	13.6
Recorded music and music subscriptions ⁴	0.075	3.2	0.002	2.30	L-Aug.2025	3.8
Pets and pet products.....	0.621	1.3	0.008	1.10	L-Mar.2024	1.3
Pet food and treats ^{4, 5}	—	1.2	—	1.31	L-Mar.2024	1.8
Purchase of pets, pet supplies, accessories ^{4, 5}	—	1.0	—	1.90	L-Sep.2025	1.5
Sporting goods.....	0.469	0.3	0.002	1.02	L-Mar.2023	1.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Sports vehicles including bicycles.....	0.235	0.9	0.002	1.55	L-Sep.2023	1.7
Sports equipment.....	0.218	-0.3	-0.001	1.17	S-Aug.2025	-0.8
Photographic equipment and supplies.....	0.021	9.8	0.002	3.36	L-Sep.2024	10.7
Photographic equipment ^{4, 5}	—	9.2	—	4.99	L-Sep.2024	9.9
Recreational reading materials.....	0.099	3.8	0.004	2.37	S-Sep.2025	2.1
Newspapers and magazines ⁴	0.054	6.4	0.003	2.97	L-May 2025	9.2
Recreational books ⁴	0.045	0.8	0.000	2.63	S-Sep.2025	-1.7
Other recreational goods ⁴	0.362	1.0	0.004	1.02	L-Jun.2023	1.7
Toys.....	0.283	0.8	0.002	1.32	L-Jul.2025	0.9
Toys, games, hobbies and playground equipment ^{4, 5}	—	1.3	—	1.90	S-Aug.2025	0.6
Sewing machines, fabric and supplies ⁴	0.021	-2.7	-0.001	3.34	L-Apr.2025	-2.6
Music instruments and accessories ⁴	0.044	4.2	0.002	2.10	S-Jul.2025	3.4
Education and communication commodities ¹⁰	0.716	-3.8	-0.029	1.43	S-Sep.2025	-4.0
Educational books and supplies.....	0.041	0.8	0.000	2.44	L-May 2025	9.4
College textbooks ^{5, 13}	—	1.1	—	3.00	L-Sep.2025	6.8
Information technology commodities ¹⁰	0.675	-4.1	-0.029	1.58	S-Sep.2025	-5.1
Computers, peripherals, and smart home assistants ⁶	0.257	-0.6	-0.002	1.68	S-Sep.2025	-0.7
Computer software and accessories ⁴	0.025	4.4	0.001	3.81	L-Jun.2025	4.7
Telephone hardware, calculators, and other consumer information items ⁴	0.392	-6.8	-0.028	2.32	S-Sep.2025	-7.7
Smartphones ^{5, 14}	—	-9.8	—	2.26	S-Sep.2025	-14.9
Alcoholic beverages.....	0.831	2.1	0.018	0.45	L-Mar.2024	2.4
Alcoholic beverages at home.....	0.443	1.0	0.004	0.50	S-Sep.2025	0.3
Beer, ale, and other malt beverages at home.....	0.152	1.3	0.002	0.61	S-Sep.2025	1.0
Distilled spirits at home.....	0.102	1.8	0.002	0.81	S-Sep.2025	1.8
Whiskey at home ⁵	—	2.0	—	1.40	L-Jun.2024	2.1
Distilled spirits, excluding whiskey, at home ⁵	—	2.5	—	1.10	S-Sep.2025	2.3
Wine at home.....	0.188	0.3	0.001	0.81	—	—
Alcoholic beverages away from home.....	0.388	3.5	0.014	0.84	L-Sep.2025	4.1
Beer, ale, and other malt beverages away from home ^{4, 5}	—	2.6	—	1.12	L-Sep.2025	3.6
Wine away from home ^{4, 5}	—	2.5	—	0.62	S-May 2025	2.3
Distilled spirits away from home ^{4, 5}	—	3.8	—	1.37	L-Sep.2025	4.1
Other goods ¹⁰	1.299	3.6	0.046	0.44	L-Sep.2025	3.7
Tobacco and smoking products.....	0.502	6.8	0.033	0.64	S-Aug.2025	6.3
Cigarettes ⁴	0.380	8.5	0.031	0.64	L-Apr.2025	8.5
Tobacco products other than cigarettes ⁴	0.116	1.2	0.001	1.69	S-Jul.2025	0.8
Personal care products.....	0.644	1.5	0.010	0.70	L-Sep.2025	1.5
Hair, dental, shaving, and miscellaneous personal care products ⁴	0.289	2.4	0.007	0.94	L-Apr.2024	4.1
Cosmetics, perfume, bath, nail preparations and implements.....	0.345	0.8	0.003	1.19	L-Apr.2024	0.9
Miscellaneous personal goods ⁴	0.154	2.5	0.004	1.47	L-Sep.2025	2.5
Stationery, stationery supplies, gift wrap ⁵	—	1.8	—	1.65	L-Sep.2025	3.1
Services less energy services.....	60.805	3.0	1.839	0.17	—	—
Shelter.....	35.514	3.2	1.123	0.19	L-Sep.2025	3.6
Rent of shelter ¹⁵	35.086	3.1	1.090	0.19	L-Sep.2025	3.5
Rent of primary residence.....	7.491	2.9	0.219	0.19	S-Oct.2021	2.7
Lodging away from home ⁴	1.233	-0.8	-0.011	2.02	L-Sep.2025	-0.1
Housing at school, excluding board ¹⁵	0.244	3.2	0.008	0.32	S-Jul.2023	3.2
Other lodging away from home including hotels and motels.....	0.989	-1.8	-0.019	2.40	L-Sep.2025	-0.8
Owners' equivalent rent of residences ¹⁵	26.362	3.4	0.881	0.18	—	—

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Owners' equivalent rent of primary residence ¹⁵ ..	25.159	3.3	0.840	0.18	S-Oct.2021	3.1
Tenants' and household insurance ⁴	0.428	8.2	0.033	0.78	L-EVER	—
Water and sewer and trash collection services ⁴	1.096	4.7	0.051	0.35	L-Sep.2025	4.8
Water and sewerage maintenance.....	0.749	4.6	0.034	0.37	L-Sep.2025	4.6
Garbage and trash collection ¹²	0.347	4.8	0.017	0.69	L-Sep.2025	5.4
Household operations ⁴	—	—	—	—	—	—
Domestic services ⁴	—	—	—	—	—	—
Gardening and lawncare services ⁴	—	—	—	—	—	—
Moving, storage, freight expense ⁴	0.121	-17.0	-0.022	4.88	S-EVER	—
Repair of household items ⁴	—	—	—	—	—	—
Medical care services.....	6.779	3.5	0.238	0.63	L-Sep.2025	3.9
Professional services.....	3.684	2.5	0.091	0.85	L-Sep.2025	2.6
Physicians' services.....	1.804	1.9	0.034	1.42	L-Sep.2025	2.4
Dental services.....	0.949	3.8	0.035	1.58	L-Aug.2025	4.2
Eyeglasses and eye care ⁸	0.337	3.1	0.011	0.96	S-Jul.2025	2.4
Services by other medical professionals ⁸	—	—	—	—	—	—
Hospital and related services.....	2.319	6.7	0.151	0.73	L-Jun.2024	7.1
Hospital services ¹⁶	1.985	6.6	0.127	0.85	L-Jun.2024	6.9
Inpatient hospital services ^{5, 16}	—	—	—	—	—	—
Outpatient hospital services ^{5, 8}	—	6.5	—	1.87	L-Jun.2024	7.0
Nursing homes and adult day services ¹⁶	0.167	4.3	0.007	0.75	S-Sep.2025	4.1
Care of invalids and elderly at home ⁷	0.167	10.7	0.017	2.37	S-Aug.2025	5.6
Health insurance ⁷	0.776	-0.5	-0.004	0.62	S-Jul.2024	-0.6
Transportation services.....	6.265	1.5	0.095	0.67	S-Mar.2021	-1.6
Leased cars and trucks ¹³	0.378	—	-0.011	1.84	—	—
Car and truck rental ⁴	0.127	-4.1	-0.005	1.58	S-Sep.2025	-5.0
Motor vehicle maintenance and repair.....	1.059	5.4	0.055	1.82	S-Jun.2025	5.2
Motor vehicle body work.....	—	—	—	—	—	—
Motor vehicle maintenance and servicing.....	0.516	4.9	0.025	0.76	S-Aug.2025	3.6
Motor vehicle repair ⁴	0.425	6.2	0.025	3.85	S-Sep.2024	6.0
Motor vehicle insurance.....	2.816	2.8	0.079	1.06	S-Aug.2021	1.0
Motor vehicle fees ⁴	0.492	1.3	0.006	0.55	L-Jun.2025	1.3
State motor vehicle registration and license fees ⁴	0.283	1.8	0.005	0.28	S-Sep.2025	0.7
Parking and other fees ⁴	0.196	0.6	0.001	1.22	L-Sep.2025	1.7
Parking fees and tolls ^{4, 5}	—	3.7	—	1.12	L-Feb.2025	4.5
Public transportation.....	1.392	-2.0	-0.029	0.92	L-Sep.2025	1.8
Airline fares.....	0.868	-3.4	-0.031	1.21	L-Sep.2025	3.2
Other intercity transportation.....	0.207	-2.6	-0.006	2.10	S-Sep.2025	-2.6
Ship fare ^{4, 5}	—	-4.8	—	2.52	L-May 2025	-1.8
Intracity transportation.....	0.313	2.5	0.008	1.02	L-Feb.2025	2.6
Intracity mass transit ^{5, 10}	—	0.9	—	2.29	S-Jan.2025	0.9
Recreation services ¹⁰	3.425	4.0	0.137	0.52	L-Sep.2025	4.4
Video and audio services ¹⁰	0.806	4.9	0.039	0.72	L-Jan.2024	5.3
Cable, satellite, and live streaming television service ¹²	0.651	3.7	0.024	0.50	L-Apr.2024	3.8
Purchase, subscription, and rental of video ⁴	0.155	10.0	0.016	3.19	L-EVER	—
Video discs and other media ^{4, 5}	—	6.0	—	3.73	L-Feb.2025	20.8
Subscription and rental of video and video games ^{4, 5}	—	29.0	—	2.16	L-EVER	—
Pet services including veterinary ⁴	0.543	6.2	0.033	1.07	L-Sep.2025	6.9
Pet services ^{4, 5}	—	5.0	—	2.58	L-Sep.2025	5.1
Veterinarian services ^{4, 5}	—	7.1	—	1.88	L-Sep.2025	7.8
Photographers and photo processing ⁴	0.053	1.5	0.001	2.15	L-Jan.2024	4.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Other recreation services ⁴	2.022	3.1	0.064	0.62	L-Sep.2025	5.1
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁴	0.795	0.4	0.003	0.50	L-Sep.2025	6.2
Admissions.....	0.733	5.7	0.042	1.52	L-Apr.2025	5.9
Admission to movies, theaters, and concerts ^{4, 5}	—	6.7	—	1.66	L-Apr.2023	6.9
Admission to sporting events ^{4, 5}	—	-7.3	—	6.37	S-Oct.2022	-17.7
Fees for lessons or instructions ⁸	0.167	2.9	0.005	1.18	S-May 2025	2.7
Education and communication services ¹⁰	4.951	1.1	0.056	0.24	S-Sep.2025	1.1
Tuition, other school fees, and childcare.....	2.548	2.9	0.074	0.43	—	—
College tuition and fees.....	1.311	1.5	0.020	0.68	S-Sep.2025	1.4
Elementary and high school tuition and fees.....	0.393	4.1	0.016	0.37	L-May 2025	4.2
Day care and preschool ¹¹	0.739	4.8	0.035	0.51	L-Sep.2025	5.2
Technical and business school tuition and fees ⁴ ...	0.039	2.1	0.001	0.92	—	—
Postage and delivery services ⁴	0.056	4.8	0.003	0.47	S-Sep.2025	4.7
Postage.....	0.053	4.6	0.002	0.54	—	—
Delivery services ⁴	0.002	9.7	0.000	0.88	L-Mar.2023	10.5
Telephone services ⁴	1.406	-3.2	-0.046	0.16	S-Feb.2018	-6.3
Wireless telephone services ⁴	1.238	-4.1	-0.052	0.20	S-Feb.2018	-9.4
Residential telephone services ¹⁰	0.168	3.7	0.006	0.63	L-Mar.2025	3.7
Internet services and electronic information providers ⁴	0.932	2.8	0.026	0.54	S-Sep.2025	0.4
Other personal services ¹⁰	1.672	4.7	0.077	0.51	L-Mar.2025	4.7
Personal care services.....	0.668	4.8	0.032	0.73	L-Dec.2024	4.8
Haircuts and other personal care services ⁴	0.668	4.8	0.032	0.73	L-Dec.2024	4.8
Miscellaneous personal services.....	1.004	4.6	0.045	0.57	S-Sep.2025	4.4
Legal services ⁸	—	—	—	—	—	—
Funeral expenses ⁸	0.139	2.6	0.004	0.81	L-Sep.2025	2.9
Laundry and dry cleaning services ⁴	0.167	4.6	0.008	0.82	L-Sep.2025	4.9
Apparel services other than laundry and dry cleaning ⁴	0.028	7.0	0.002	2.34	L-Feb.2025	7.5
Financial services ⁸	0.257	4.2	0.010	1.41	S-Sep.2025	2.7
Checking account and other bank services ^{4, 5} ...	—	0.4	—	3.33	L-Sep.2025	0.7
Tax return preparation and other accounting fees ^{4, 5}	—	—	—	2.69	—	—
Special aggregate indexes						
All items less food.....	86.343	2.6	2.257	0.13	S-Jun.2025	2.6
All items less shelter.....	64.486	2.4	1.554	0.14	S-Jul.2025	2.1
All items less food and shelter.....	50.830	2.2	1.134	0.17	S-Jul.2025	2.0
All items less food, shelter, and energy.....	44.515	2.2	0.991	0.19	S-Jun.2025	2.2
All items less food, shelter, energy, and used cars and trucks.....	42.109	2.3	0.952	0.19	L-Sep.2025	2.4
All items less medical care.....	91.717	2.6	2.416	0.10	S-Jul.2025	2.6
All items less energy.....	93.685	2.7	2.534	0.12	L-Sep.2025	3.0
Commodities.....	35.985	1.7	0.601	0.12	S-Aug.2025	1.3
Commodities less food, energy, and used cars and trucks.....	16.817	1.4	0.236	0.20	L-Oct.2023	1.4
Commodities less food.....	22.328	0.8	0.181	0.16	S-Aug.2025	0.2
Commodities less food and beverages.....	21.497	0.8	0.163	0.16	S-Aug.2025	0.2
Services.....	64.015	3.3	2.076	0.17	L-Sep.2025	3.6
Services less rent of shelter ¹⁵	28.929	3.4	0.986	0.26	S-Apr.2025	3.3
Services less medical care services.....	57.236	3.2	1.838	0.16	—	—
Durables.....	10.870	1.2	0.132	0.21	S-Jul.2025	1.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Nondurables.....	25.115	1.9	0.469	0.14	S-Aug.2025	1.1
Nondurables less food.....	11.458	0.4	0.049	0.24	S-Aug.2025	-1.1
Nondurables less food and beverages.....	10.627	0.3	0.031	0.25	S-Aug.2025	-1.4
Nondurables less food, beverages, and apparel.....	8.166	0.2	0.016	0.26	S-Aug.2025	-1.8
Nondurables less food and apparel.....	8.998	0.4	0.034	0.25	S-Aug.2025	-1.5
Housing.....	44.448	3.6	1.590	0.18	L-Sep.2025	3.9
Education and communication ⁴	5.666	0.5	0.027	0.26	S-Sep.2025	0.4
Education ⁴	2.589	2.9	0.074	0.41	—	—
Communication ⁴	3.077	-1.5	-0.047	0.43	S-Sep.2025	-1.7
Information and information processing ⁴	3.022	-1.6	-0.049	0.44	S-Sep.2025	-1.9
Information technology, hardware and services ¹⁷	1.616	-0.2	-0.003	0.81	S-Sep.2025	-2.0
Recreation ⁴	5.246	3.0	0.159	0.36	L-Sep.2025	3.0
Video and audio ⁴	1.056	4.0	0.042	0.64	L-Sep.2023	4.0
Pets, pet products and services ⁴	1.163	3.5	0.041	0.90	L-Sep.2025	3.5
Photography ⁴	0.075	3.6	0.003	1.86	L-Apr.2024	3.6
Food and beverages.....	14.488	3.0	0.438	0.13	L-Sep.2025	3.0
Domestically produced farm food.....	6.697	1.9	0.127	0.19	L-Sep.2025	2.3
Other services.....	10.047	2.7	0.270	0.24	—	—
Apparel less footwear.....	1.888	0.5	0.009	0.85	L-Mar.2025	0.7
Fuels and utilities.....	4.443	6.7	0.290	0.66	L-Aug.2025	6.9
Household energy.....	3.347	7.4	0.239	0.84	L-Aug.2025	7.4
Medical care.....	8.283	3.2	0.261	0.60	L-Sep.2025	3.3
Transportation.....	16.437	0.4	0.063	0.31	S-Jul.2025	0.0
Private transportation.....	15.045	0.6	0.092	0.32	S-Jul.2025	0.1
New and used motor vehicles ⁴	7.348	0.5	0.035	0.19	S-May 2025	0.5
Utilities and public transportation.....	7.755	3.1	0.237	0.42	—	—
Household furnishings and operations.....	4.492	4.0	0.177	0.50	S-Aug.2025	3.9
Other goods and services.....	2.971	4.2	0.124	0.39	L-Jul.2024	4.2
Personal care.....	2.469	3.7	0.091	0.44	L-Apr.2024	3.7

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

³ If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Indexes on a December 1997=100 base.

⁵ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁶ Indexes on a December 2007=100 base.

⁷ Indexes on a December 2005=100 base.

⁸ Indexes on a December 1986=100 base.

⁹ Indexes on a December 1993=100 base.

¹⁰ Indexes on a December 2009=100 base.

¹¹ Indexes on a December 1990=100 base.

¹² Indexes on a December 1983=100 base.

¹³ Indexes on a December 2001=100 base.

¹⁴ Indexes on a December 2019=100 base.

¹⁵ Indexes on a December 1982=100 base.

¹⁶ Indexes on a December 1996=100 base.

¹⁷ Indexes on a December 1988=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.



CITY COUNCIL MEETING

8. e.

Meeting Date: 02/12/2026

Subject: Amend Resolution No. 3061 regarding Bay Creek Public Improvement District No. 2

Prepared for: Brian Moran, Administration

Prepared by: Brian Moran, Administration

Department: Administration

Information

ITEM

Consider a resolution amending Resolution No. 3061, approved January 8, 2026, to establish a new public hearing date regarding the advisability of the Bay Creek Public Improvement District No. 2; and providing an effective date.

PREFACE

On January 8, 2026, the City Council adopted Resolution No. 3061, which accepted a petition for the creation of the Bay Creek Public Improvement District (PID) No. 2 and set a public hearing for February 12, 2026.

However, the statutory posting deadlines required by the Public Improvement District Assessment Act were not met for the original hearing date. Specifically, the Act requires notice to be published and mailed at least 15 days prior to the hearing. To remain in full legal compliance, this item amends Resolution No. 3061 to set a new public hearing date of March 12, 2026. This allows the City to satisfy all newspaper publication and property owner mailing requirements.

The public hearing is set for the Council meeting to be held on March 12, 2026.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact associated with this item.

Attachments

Resolution Amending Resolution 3061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING RESOLUTION 3061 TO SET A NEW PUBLIC HEARING DATE REGARDING THE ADVISABILITY OF THE PROPOSED IMPROVEMENTS IN CONNECTION WITH THE ESTABLISHMENT OF BAY CREEK PUBLIC IMPROVEMENT DISTRICT NUMBER 2; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, on January 8, 2026, the City Council (the “City Council”) of the City of Baytown, Texas (the “City”) passed Resolution 3061, accepting a petition for the establishment of the Bay Creek Public Improvement District No. 2 and setting a public hearing date of February 12, 2026 regarding the advisability of the proposed improvements; and

WHEREAS, the Public Improvement District Assessment Act requires that notice of the public hearing be published in a newspaper of general circulation in the City and mailed to each property owner within the proposed District, as reflected on the tax rolls, fifteen (15) days prior to the public hearing; and

WHEREAS, the City Council of the City of Baytown, Texas now desires to amend Section 3 of Resolution 3061 to set a new public hearing date of March 12, 2026 to allow for compliance with the notice requirements of the Public Improvement District Assessment Act and; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the findings set forth in the recitals of this resolution are found to be true and correct.

Section 2: That Section 3 of Resolution 3061, passed by the City Council on January 8, 2026 is hereby amended to read as follows:

“Section 3: On the 12th day of March, 2026, at the regular meeting of the City Council, which commences at 6:30 p.m., in the City Hall Council Chambers of the City of Baytown, 2401 Market Street, Baytown, Texas, the City Council will hold a public hearing giving all interested parties the right to appear and be heard on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City.”

Section 3: The City Council hereby authorizes and directs the City Clerk in accordance with the Act, to: (a) publish notice of the March 12, 2026 public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

Section 4: The remaining provisions of Resolution 3061 that are not amended herein shall remain in full force and effect.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED, by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



CITY COUNCIL MEETING

8. f.

Meeting Date: 02/12/2026

Subject: Consider an ordinance amending Ordinance No. 16,335 to change the effective date to ten (10) days after February 12, 2026

Prepared for: Kristin Holmes, Legal

Prepared by: Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider an ordinance amending Ordinance No. 16,335 to change the effective date to ten (10) days after February 12, 2026.

PREFACE

Ordinance No. 16,335 approved a Special Use Permit (SUP) to allow the short-term rental use within the Suburban Residential (SR) Zoning District, located at 5111 Ashwood Drive, Baytown, Texas 77521. The proposed ordinance amends Ordinance No. 16,335 with a new effective date to allow for publication in the Baytown Sun in accordance with Article II, Sec. 29 of the Charter of the City of Baytown.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

no impact

Attachments

Ordinance Amending Ordinance 16335

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING ORDINANCE NUMBER 16335 WHICH GRANTED A SPECIAL USE PERMIT (SUP) TO ALLOW FOR SHORT-TERM RENTAL USE IN THE SUBURBAN RESIDENTIAL (SR) ZONING DISTRICT, LOCATED AT 5111 ASHWOOD DRIVE, ON AN APPROXIMATELY 0.28 ACRE PARCEL, LEGALLY DESCRIBED LOT 5 BLOCK 16 COUNTRY CLUB OAKS SECTION 5, BAYTOWN, TEXAS 77521; TO CHANGE THE EFFECTIVE DATE AND PROVIDE FOR PUBLICATION THEREOF.

WHEREAS, on December 11, 2025 the City Council of the City of Baytown, Texas passed Ordinance 16335 granting a Special Use Permit (SUP) to allow for short-term rental use in the suburban residential (SR) zoning district, located at 5111 Ashwood Drive, on an approximately 0.28 acre parcel, legally described lot 5 block 16 Country Club Oaks Section 5, Baytown, Texas 77521, and provided for the effective date and publication thereof; and

WHEREAS, the Charter of the City of Baytown, Texas requires that notice be given of the passage of every ordinance imposing a penalty, fine, or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty, of any such ordinance to be published in the official newspaper in the City of Baytown at least twice within ten days after the passage of such ordinance;

WHEREAS, the City Council of the City of Baytown, Texas now desires to amend Section 8 of Ordinance 16335 to change the effective date of the ordinance to ensure compliance with the Charter of the City of Baytown; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared by the City Council of the City of Baytown, Texas, to be true and correct.

Section 2: That Section 8 of Ordinance 16335 is hereby amended to read as follows:

“Section 8: That this ordinance shall take effect from and after ten (10) days after February 12, 2026. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after February 12, 2026.”

Section 3: The remaining provisions of Ordinance 16335 that are not amended herein shall remain in full force and effect.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



CITY COUNCIL MEETING

8. g.

Meeting Date: 02/12/2026

Subject: Consider an ordinance amending Ordinance no. 16,334 to change the effective date to ten (10) days after February 12, 2026

Prepared for: Scott Lemond, Legal

Prepared by: Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider an ordinance to amend Ordinance No. 16,334 to change the effective date of amendments to Divisions 2.21, 2.31, 2.32, 2.33, 3.22, 3.42, 7.210 and 10.2 of Chapter 111, Unified Land Development Code (ULDC), regarding garage offsets, shipping containers, and general corrections in consistency between the previous code and the 2025 code, to ten (10) days after February 12, 2026.

PREFACE

The proposed ordinance amends Ordinance No. 16,334 with a new effective date to allow for publication in the Baytown Sun in accordance with Article II, Sec. 29 of the Charter of the City of Baytown.

The City Council adopted a new Unified Land Development Code (ULDC) on September 12, 2024, with an effective date of January 1, 2025. Two additional amendments were made to the Code in 2025 to eliminate conflicts, increase consistency with the previous code, and ensure that the new Code works efficiently and effectively for the City of Baytown and its customers. Ordinance No. 16,334 and this proposed amendment strive to further those efforts. In addition to the effective date change, proposed amendments include the following:

Division 2.21 -- Residential District Dimensional Standards

- Edit Table 2.21-4, Mixed Residential (MR) to remove the Single-Unit Attached use from the code, Increase Duplex lot width to 50 feet, add "per dwelling unit" to townhouse lot width, add table notes to clarify lot area calculation and number of units for multiplex and townhouse uses.

Division 2.31 -- Consolidated Use Table

- Remove Dwelling, Single-Unit Attached from Table 2.31-1, Land Use Table.
 - The distinction between Single-Unit Attached and Townhouse has been a point of confusion and staff feels that removing the Single-Unit Attached term will resolve this issue and still contain the needed regulations.
- Add shipping container to Table 2.31-1, Land Use Table, prohibiting shipping containers in all residential, commercial, DTA, and SJ districts, for any reason and allowing in LI and HI districts, subject to conditions.
 - This will mirror the language from the 2014 ULDC.

Division 2.32 -- Use Categories

- Add container/shipping container to tables 2.32-6-1 Heavy Industrial Use Category, 2.32-6-2 Light Industrial Use Category, 2.32-6-3 Resource Extraction Use Category, 2.32-6-4 Warehousing and Freight Movement Category, 2.32-6-5 Waste-Related Use Category, and 2.32-6-6 Wholesale Trade Use Category, under accessory uses.

Division 2.33 -- Use-Specific Standards

- Edit the use limitations on the sale or rental of tools, tractors, or equipment to align with the language found in

- Sec. 2.33-5 under Vehicle and Boat Sales, Rental, and Leasing.
- Add conditions to shipping containers allowed in industrial zones.
 - These conditions are found in the 2014 ULDC.

Division 3.22 -- Single-Unit Dwelling and Duplex Development

- Amend Table 3.22-1 Garage Orientation to allow garage doors to be up to five feet in front of the front wall plane of the residence for front-loaded and side-loaded garages and remove the 40% maximum for garage door width for front-loaded garages.
 - The current code requires all front-facing garages to be located at least five feet behind the front face of the house. As discussed during the ULDC update in 2024, the setback of the garage itself is at least 25 feet, regardless of the setback of the rest of the house. This is not affected by the offset requirement. The previous code did not include this requirement and while the garage setback was at least 25 feet, it was allowed to be entirely in front of the face of the house.
 - In meeting with several local builders and their designers, concern has been expressed that this design change will cause extra cost and unpredictability with their current limited house designs. These are mainly infill builds that are done on small lots, where space is limited and the houses are designed to be affordable.
 - In order to find a compromise that still meets some of the goals of the original text, staff recommends that the regulation be amended as listed above. This will allow builders to continue using their current house plans and to maximize utilization of available space on parcels.

Division 3.42 -- Development Landscaping

- Remove foundation planting requirements from ER, SR, MR, and AR Districts in Table 3.42-1.

Division 7.210 -- Development Review Summary Table

- Amend Table 7.210-1 to Give authority for final approval of a replat to the Planning Director, except when the replat requires a public hearing.
 - This will remove extra steps for customers and clarify confusion in the approval process.

Division 10.2 -- Definitions

- Edit definition of Townhouse to clarify number of units under this definition.
- Add definition of Mobile Home.
- Add definition of Container.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

no impact

Attachments

Ordinance Amending Ordinance 16334

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING ORDINANCE NUMBER 16,334 WHICH AMENDED THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," SECTION 2.21 "RESIDENTIAL DISTRICT DIMENSIONAL STANDARDS," SUBSECTION 2.21-4 "MIXED RESIDENTIAL (MR);" DIVISION 2.3 "USE STANDARDS," SECTION 2.31 "CONSOLIDATED USE TABLE," SUBSECTION 2.31-1 "LAND USE TABLE;" DIVISION 2.33 "USE-SPECIFIC STANDARDS," SUBSECTION 2.33-6 "INDUSTRIAL USES;" ARTICLE 3 "DEVELOPMENT STANDARDS," DIVISION 3.2 "BUILDING AND SITE DESIGN," SECTION 3.22 "SINGLE-UNIT DWELLING AND DUPLEX DEVELOPMENT;" DIVISION 3.4 "TREE PRESERVATION, LANDSCAPING, AND BUFFERING," SECTION 3.42 "DEVELOPMENT LANDSCAPING;" ARTICLE 7 "DEVELOPMENT REVIEW PROCEDURES," DIVISION 7.2 "COMMON REVIEW PROCEDURES," SECTION 7.210 DEVELOPMENT REVIEW SUMMARY;" ARTICLE 10 "WORD USAGE," DIVISION 10.2 "DEFINITIONS"; TO CHANGE THE EFFECTIVE DATE AND PROVIDE FOR PUBLICATION THEREOF.

WHEREAS, on December 11, 2025 the City Council of the City of Baytown, Texas passed Ordinance 16334 Amending the Code of Ordinances, Baytown, Texas, Chapter 111 "Unified Land Development Code," Article 2 "Zoning Districts and Dimensional Standards," Division 2.2 "Zoning Districts and Dimensional Standards," Section 2.21 "Residential District Dimensional Standards," Subsection 2.21-4 "Mixed Residential (MR);" Division 2.3 "Use Standards," Section 2.31 "Consolidated Use Table," Subsection 2.31-1 "Land Use Table;" Division 2.33 "Use-Specific Standards," Subsection 2.33-6 "Industrial Uses;" Article 3 "Development Standards," Division 3.2 "Building and Site Design," Section 3.22 "Single-Unit Dwelling and Duplex Development;" Division 3.4 "Tree Preservation, Landscaping, and Buffering," Section 3.42 "Development Landscaping;" Article 7 "Development Review Procedures," Division 7.2 "Common Review Procedures," Section 7.210 Development Review Summary;" Article 10 "Word Usage," Division 10.2 "Definitions", and provided for the effective date and publication thereof; and

WHEREAS, the Charter of the City of Baytown, Texas requires that notice be given of the passage of every ordinance imposing a penalty, fine, or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty, of any such ordinance to be published in the official newspaper in the City of Baytown at least twice within ten days after the passage of such ordinance;

WHEREAS, the City Council of the City of Baytown, Texas now desires to amend Section 11 of Ordinance 16334 to change the effective date of the ordinance to ensure compliance with the Charter of the City of Baytown; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared by the City Council of the City of Baytown, Texas, to be true and correct.

Section 2: That Section 11 of Ordinance 16334 is hereby amended to read as follows:

“Section 11: That this ordinance shall take effect from and after ten (10) days after February 12, 2026. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after February 12, 2026.”

Section 3: The remaining provisions of Ordinance 16334 that are not amended herein shall remain in full force and effect.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



CITY COUNCIL MEETING

8. h.

Meeting Date: 02/12/2026

Subject: Authorizing payment to Baker Wotring, L.L.P., for Legal Services in Connection with United States of America, et al v. City of Baytown

Prepared for: Scott Lemond, Legal

Prepared by: Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing payment to Baker Wotring, L.L.P., for legal services in connection with the *United States of America and State of Texas v. City of Baytown*; Civil Action No. 4:22-cv-01279, in the United States District Court for the Southern District of Texas, Houston Division.

PREFACE

This proposed ordinance authorizes payment in an amount not to exceed ONE-MILLION DOLLARS (\$1,000,000.00) to Baker Wotring, L.L.P., for legal services in connection with the *United States of America and State of Texas v. City of Baytown*; Civil Action No. 4:22-cv-01279, in the United States District Court for the Southern District of Texas, Houston Division.

Fiscal Impact

Fiscal Year:

2026

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

y

Amount Needed:

1,000,000.00

Fiscal Impact (Additional Information):

Attachments

Ordinance for Baker Wotring

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT TO BAKER WOTRING, L.L.P., FOR LEGAL SERVICES IN CONNECTION WITH *UNITED STATES OF AMERICA AND STATE OF TEXAS V. CITY OF BAYTOWN*; CIVIL ACTION NO. 4:22-CV-01279, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes payment in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) to Baker Wotring, L.L.P., for legal services in connection with *United States of America and State of Texas v. City of Baytown*; Civil Action No. 4:22-cv-01279, in the United States District Court for the Southern District of Texas, Houston Division.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



CITY COUNCIL MEETING

8. i.

Meeting Date: 02/12/2026

Subject: Consider an ordinance authorizing the purchase of a Case 570 front end wheel loader and a Case 575N EP backhoe loader from Associated Supply Company, Inc. for \$190,853.22 on BuyBoard contract #788-25

Prepared for: Tracey Prothro, Parks and Recreation

Prepared by: Tracey Prothro, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance authorizing the purchase of one Case 570 Front-End Wheel Loader and one Case 575N EP Backhoe Loader from Associated Supply Company, Inc. via BuyBoard Contract #788-25.

PREFACE

This is to purchase a Case 570 front end wheel loader (\$104,426.58) and a Case 575N EP backhoe loader (\$86,426.64) for a total purchase cost of \$190,853.22 from Associated Supply Company Inc.

570N EP 4WD ROPS with upgrades (see BuyBoard Quote for details) \$104,426.58

575EP 4WD Backhoe with attachments (see BuyBoard Quote for details) \$86,426.64

TOTAL \$190,853.22

Fiscal Impact

Fiscal Year: 2026

Acct Code: 12005011 56700

Source of Funds (Operating/Capital/Bonds): Capital

Funds Budgeted Y/N: y

Amount Needed: 190853.22

Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing Payment to Associated Supply Company for Purchase of Case Machinery via Buyboard

Case COI

570N EP Quote

575EP Quote

Case Co-Op Letter

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF ONE CASE 575N EP BACKHOE LOADER AND ONE CASE 575EP 4WD BACKHOE FROM ASSOCIATED SUPPLY COMPANY, INC THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #788-25, AND AUTHORIZING PAYMENT NOT TO EXCEED ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND 22/100 DOLLARS (\$190,853.22); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's BuyBoard Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the purchase of one Case 575N EP Backhoe Loader and one Case 575EP 4WD Backhoe from Associated Supply Company, Inc through The Purchasing Cooperative BuyBoard Program, Contract #788-25, and authorizing payment not to exceed ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND 22/100 DOLLARS (\$190,853.22).

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

BuyBoard Quote**ASSOCIATED SUPPLY COMPANY, INC.**

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: **ASSOCIATED SUPPLY COMPANY, INC.**Address: **980 N. SAM HOUSTON PKWY, HOUSTON,TX**Phone: **713-649-0940**Fax: **713-649-5571**Prepared By: **TIMOTHY GATES**Mobile: **281-627-5148**Email: **TGATES@ASCOEQ.COM**Date Prepared: **11/18/2025**Government Agency: **CITY OF BAYTOWN**Ship To: **CITY OF BAYTOWN**

2407 MARKET ST

BAYTOWN, TX 77520

Bill To: **CITY OF BAYTOWN**

2407 MARKET ST

BAYTOWN, TX 77520

Contacts' Name: **ABEL CARMONA**Email: **ABEL.CARMONA@BAYTOWN.ORG**Phone: **832-784-3435**

Fax:

Product Description: **CASE 570N EP 4WD ROPS****BuyBoard Contract: 788-25**I. Price List Dated: **1/1/2025**Base Price: **\$ 103,552.00****II: Base Bid Options (Itemized Below)**

Three Point Hitch	Included
12x16.5, LUG Tread Tires (2)	Included
Rear Tires 19.5LX24, 10 PR STD	Included
Canopy, ROPS	Included
Ride Ctrl, Cmft Str & 3SPL	\$ 2,964.00
82" Long Lip Bucket, 1 cu.yd	\$ 2,906.00
Box Scraper Gannon	\$ 11,138.00
Cold Start Dual Battery	\$ 755.00
Single Tilt w/Holding Valve	\$ 1,254.00
LED Light Package	\$ 1,000.00
All Standard Options	Included
SUB-TOTAL:	\$ 20,017.00

III. SUB-TOTAL OF I & IIIV. BuyBoard Discount: **18.00%** **\$ 22,242.42****V: NON-BASE OPTIONS**

LOCAL DELIVERY	\$ 500.00
FACTORY FREIGHT	\$ 2,600.00

SUB-TOTAL: \$ 3,100.00**VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)****VII: TOTAL IV + VI****VIII: QUANTITY ORDERED UNITS:****IX: ADDITIONAL DISCOUNT:****1**
\$ -**SUB-TOTAL: \$ -****Options List Price Total: \$ 20,017.00****\$ 123,569.00****BUYBOARD CONTRACT PRICE: \$ 101,326.58****Non-Base Options (%) = 0****SUB-TOTAL: \$ -****\$ 3,100.00****\$ 104,426.58****\$ 104,426.58****\$ -****TOTAL: \$ 104,426.58****NOTES: CURRENTLY IN STOCK****FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454**



ENGINE

Model	FPT F5HFL463D
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in3 (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Cooling	Charged air
Engine speeds	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	74 hp (55 kW)
Net*	72 hp (54 kW)
Maximum torque @ 1400 RPM:	
Gross	235 lb-ft (316 N-m)
Net*	228 lb-ft (310 N-m)
Torque rise at rated speed	35% +/- 5%
Radiator:	
Core size area	486 in2 (3 145 cm2)
Rows of tubes	5
33 Degree fan:	
Style	7 blade suction
Ratio	1.1:1
Water pump style	Integral
Engine oil	CJ-4 – semi-synthetic 10W40
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, spin on

NOTE: *with viscous fan.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchromesh
Transmission manual gear shift,
fully synchronized

Gear ratios	Forward/Reverse
1st	5.603/5.603
2nd	3.481/3.481
3rd	1.584/1.584
4th	0.793/0.793
Travel speeds*	mph (kph)
1st	3.8 (6.1)
2nd	6.1 (9.8)
3rd	12.8 (20.6)
4th	24.0 (38.6)

Torque converter ratio*	3.01
Differential-lock	On-the-go push-button activation

Front 4WD/Rear axle*:	
Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0

Axles rating:	
Maximum static – lb (kg):	
70,821 (32 124)/90,145 (40 889)/	
58,448 (26 511)	
Dynamic operating – lb (kg):	
44,261 (20 076)/56,200 (25 492)/	
35,575 (16 136)	
Static operating – lb (kg):	
17,704 (8 030)/22,480 (10 197)/	
14,230 (6 455)	

Service brakes:	
Individually applied, hydraulically actuated, maintenance-free, outboard mounted, wet disc, 2 per side.	

Parking brakes	Trans Mounted spring-applied hydraulic release – SAHR
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NOTE: Travel speeds at 2293 engine RPM
w/ 19.5 L x 24.0 rear tires.
*Specs listed will differ w/ PTO option.

ELECTRICAL

Voltage	12 Volts
Alternator	120 amp
Battery	850 cold-cranking amps
Opt. batteries – 2	850 cold-cranking amps
Power plugs – 2	30 amps total

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
2 halogen headlights; 2 rear flood lights; 2 rear
tail and stop lights; 2 front flashers/turn lights;
2 rear flashers/turn lights; Anti-vandalism cover
for dash and front console – w/ canopy only;
Pre-wired for radio – cab only; Rear fenders w/
storage tray and molded beverage and thermos
holder; Coat hook w/ garment strap; Interior
rearview mirror; non-suspension seat – 15 degree
and 30 degree swivel to the right; 2 in (51 mm)
retractable seat belt; Cup holder/storage tray
mounted on LH fender.

Gauges:	
Engine water temperature; Converter oil temperature; Fuel level; Tachometer/ hourmeter; Voltmeter.	

Warning lights:	
Air cleaner restriction; Alternator; A/C high pressure; Cold start; Engine oil pressure low; Hydraulic oil filter bypass; Parking brake engagement; Low fuel; Water in fuel.	

Audible alarms:	
Coolant temperature; Engine oil pressure; Parking brake engagement; Shuttle engagement/seat position; Backup; Horn.	

OPERATING WEIGHT

Configuration 1 – Lightest:	
82 in (2.08 m) Standard bucket, 4WD, 19.5 L x 24.0 rear tires, ROPS canopy, suspension seat, dual batteries, no operator:	11,134 lb (5 051 kg)

Configuration 2 – Heaviest:	
82 in (2.08 m) 4 IN 1® bucket, 4WD, 19.5 L x 24.0 rear tires, enclosed cab, suspension seat, dual batteries, no operator, 440 lb front weight, 3-point hitch, box scraper:	14,508 lb (6 581 kg)

Attachments:	
82 in (2.08 m) buckets:	
4 IN 1®	1,451 lb (658 kg)
General purpose	686 lb (311 kg)
Box scraper	1,592 lb (722 kg)
Cab – over canopy	646 lb (293 kg)
Driveshaft guard	218 lb (99 kg)

Weights:	
Counterweight	3,000 lb (1 360 kg)
Rear weight	500 lb (227 kg)
Front weight	440 lb (200 kg)

HYDRAULICS

Pump	Gear pump
Capacity	28.5 gal/min @ 3,000 psi (108 L/min @ 207 ba)

SERVICE CAPACITIES

Fuel tank	30 gal (114.0 L)
Hydraulic system:	
Total	72 qt (68.0 L)
Reservoir w/ filter	58 qt (55.0 L)
Reservoir w/o filter	56 qt (53.0 L)
Transmission:	
2WD – total	18 qt (17.0 L)
Reservoir	11 qt (10.4 L)
4WD – total	21 qt (20.0 L)
Reservoir	14 qt (13.2 L)
Front axle:	
Differential	5.8 qt (5.5 L)
Planetaries – each	0.7 qt (0.7 L)
Rear axle:	
Differential	14.4 qt (13.6 L)
Engine oil w/ filter	8.5 qt (8.0 L)
Cooling system	18.3 qt (17.3 L)

Turning radius - curb to curb, no bucket:

2WD:

Brakes on	12 ft 2 in (3.70 m)
Brakes off	12 ft 10 in (3.91 m)

4WD – engaged:

Brakes on	11 ft 7 in (3.52 m)
Brakes off	13 ft 9 in (4.18 m)

4WD – disengaged:

Brakes on	12 ft 3 in (3.72 m)
Brakes off	12 ft 11 in (3.92 m)

OTHER SPECIFICATIONS

3-point hitch:

Category I & II 3-point hitch

Hydraulic lift, pitch, tilt and 2 auxiliary remotes

Vertical lift force:

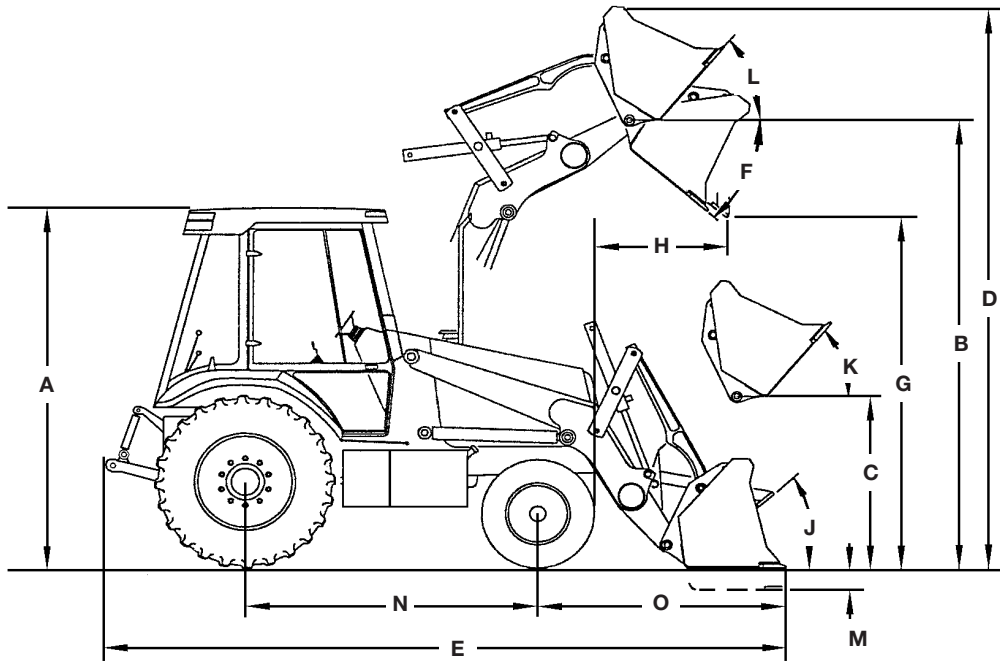
Lowest point	2,500 lb (11 121 N)
1/5	3,247 lb (14 444 N)
2/5	3,400 lb (15 125 N)
3/5	3,501 lb (15 574 N)
4/5	3,297 lb (14 666 N)
Highest point	2,984 lb (13 274 N)

Front tires:

2WD – 11.0 L x 16.0, 10-ply rating
4WD – 12.0 L x 16.5, 8-ply rating

Rear tires:

2/4WD – 19.5 L x 24.0, 10-ply rating
2/4WD – 17.5 L x 24.0, 10-ply rating



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS

	19.5 L x 24.0 Tires	17.5 L x 24.0 Tires
A. Height to:		
Top of canopy	9 ft 0 in (2.74 m)	8 ft 9 in (2.67 m)
Height to top of canopy – Low profile ROPS	8 ft 9 in (2.65 m)	8 ft 6 in (2.59 m)
Top of cab	9 ft 0 in (2.74 m)	8 ft 10 in (2.68 m)
	Long Lip Bucket	4 IN 1® Bucket
B. Bucket hinge pin fully raised	11 ft 3 in (3.41 m)	11 ft 3 in (3.41 m)
C. Bucket hinge pin at SAE carry	1 ft 1 in (0.33 m)	1 ft 3 in (0.37 m)
D. Overall operating height – fully raised	13 ft 8 in (4.17 m)	14 ft 3 in (4.35 m)
E. Overall length with 3-point hitch	16 ft 11 in (5.15 m)	16 ft 9 in (5.09 m)
Width over tires:		
11.0 L x 16.0	6 ft 8 in (2.02 m)	6 ft 8 in (2.02 m)
12.0 L x 16.5	6 ft 10 in (2.06 m)	6 ft 10 in (2.06 m)
19.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
17.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
F. Dump angle at full height	46°	45°
G. Dump clearance at full height, 45° dump:		
Bucket	8 ft 8 in (2.63 m)	8 ft 11 in (2.71 m)
Clam open	—	9 ft 8 in (2.93 m)
H. Dump reach at full height, 45° dump:		
Bucket	2 ft 2 in (0.66 m)	2 ft 2 in (0.64 m)
Clam open	—	11.9 in (0.3 m)
Bucket rollback:		
J. at Groundline	40°	40°
K. at SAE carry	45°	45°
L. at Full height	Adjustable	Adjustable
M. Digging depth below grade:		
Bucket flat	7.5 in (0.19 m)	6.8 in (0.17 m)
Clam open – dozing	—	4.1 in (0.10 m)
Ground clearance at front axle	10.9 in (0.28 m)	10.9 in (0.28 m)
N. Wheelbase	7 ft 0 in (2.13 m)	7 ft 0 in (2.13 m)
O. Reach from front axle centerline – bucket on ground	6 ft 3 in (1.89 m)	6 ft 1 in (1.85 m)
Maximum clam opening	—	3 ft 3 in (0.97 m)
Moldboard height	—	3 ft 1 in (0.93 m)
Lift capacity to full height	6,503 lb (2 950 kg)	6,537 lb (2 965 kg)
Breakout force:		
Lift cylinders	9,271 lb (41 239 N)	8,766 lb (38 993 N)
Dump cylinders	9,607 lb (42 734 N)	10,325 lb (45 928 N)

NOTE: Loader dimensions taken with 4WD, 19.5 L x 24.0 rear tires and 82 in (2.08 m) general purpose bucket except as noted.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT 3.4 L diesel
Cooled EGR
Diesel Oxidation Catalyst
Full flow engine oil filter
Air cleaner – replaceable dry type with radial seal
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Foot throttle
Self adjusting belt
Fuel filter with water trap

DRIVETRAIN

Front axle, as selected:
2WD heavy-duty front axle with 11.0 L x 16.0 tires
4WD heavy-duty mechanically driven rear axle, with 12.0 L x 16.5 tires
Rear axle:
2/4WD heavy-duty outboard planetary drive, with 17.5 L x 24.0 tires
4F-4R Power Shuttle
Synchronesh transmission
Torque converter
On-the-go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, with push-button activation; Located on the loader control lever and side console
Park brake, spring-applied, hydraulic release

HYDRAULICS

Gear pump:
28.5 gal/min @ 3,000 psi
(108 L/min @ 207 bar)
Heavy-duty hydraulic oil cooler
7 micron, spin on oil filter

LOADER

Bucket position indicator
Lifting lugs on standard bucket
Single lever control, with Self-Leveling and Return-to-Dig
Hand-operated clutch disconnects on loader and shift levers
Single lever 5-function loader control: Lift; Dump; Auxiliary function; Clutch cut-out; Differential-lock

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Manual Ride Control
Comfort Steer
ROPS and FOPS certified protective canopy: Short and standard height
ROPS certified cab with heater, defroster, front and rear wipers and floor mat
Cab Convenience Package containing: Flip forward sun visor; Window washer – front and rear; Radio Ready kit, including wiring, speakers and DIN radio mounting; Deluxe Interior Package
Air-conditioning for cab models
Mechanical suspension seat: With armrests – 15° and 30° swivel to the right; Cloth or vinyl; Adjustable seat height, backrest angle; Lumbar and thigh support
Wide seat belt – 3 in (75 mm)

ENGINE

Cold Weather Starting Aid with dual 12 Volt batteries and glow plugs
Block heater
Master disconnect switch and remote jump-start terminals

TRACTOR

Chaff screen – dealer installed option
Auxiliary work lights: 2 front and 2 rear flood for tall canopy and cab
Canopy sun visor – tall canopy only
440 lb (200 kg) front counterweight
Hand throttle – electric
500 lb (227 kg) counterweight, bolted to hitch frame
5th spool auxiliary circuit for 3-point hitch valve
Tool portfolio of additional attachments
3-point hitch with 600 lb (272 kg) Plug in counterweight – cannot be used with PTO
Driveshaft guard
3,000 lb (1 360 kg) rear counterweight
Drawbar
Rear wheel weights 564 lb (256 kg)
PTO: 540 RPM, hydraulically powered rear PTO Ready. PTO hydraulic pump only, no motor

LOADER

Auxiliary hydraulics for loader-mounted equipment
Hydraulic front quick coupler
Mechanical front quick coupler
Buckets – less teeth:
82 in (2.08 m) general purpose Long Lip, with bolt-on cutting edge – includes lift eyes
82 in (2.08 m) general purpose Long Lip, without bolt-on cutting edge – includes lift eyes
82 in (2.08 m) 4 IN 1®, includes 3 Bolt-on cutting edges; Unit must be equipped with auxiliary loader hydraulics
93 in (2.36 m) light duty loader bucket
Loader linkage without loader bucket

OTHER

Tool box – bolt-on step-mounted
Special paint
Spare tires

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201704570NEP
Replaces Form No. CCE201701570NEP

570N EP

4 of 4

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454



ENGINE

Model	FPT F5HFL463A*W
Emissions Certification	Tier 4B Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in ³ (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Engine speeds*	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	74 hp (55 kW)
Net w/ viscous fan**	72 hp (54 kW)
Net	68 hp (51 kW)
Maximum torque @ 1400 RPM:	
Gross	233 lb-ft (316 N-m)
Net w/ viscous fan	228 lb-ft (310 N-m)
Net	220 lb-ft (298 N-m)
Torque rise at rated speed	35% +/- 5%
Radiator:	
Core type	Square wave
Core size area	490.3 in ² (3 163 cm ²)
Rows of tubes	4

NOTE: *Meets federal emission regulations.

**Viscous fan available as DIA
w/ High Ambient Kit.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchronesh Transmission
manual gear shift, fully synchronized

Gear ratios	Forward/Reverse
1st	5.603/4.643
2nd	3.481/2.884
3rd	1.585/1.313
4th	0.793/0.657

Travel speeds – Standard Power Shuttle

Transmission	Forward	Reverse
	mph (kph)	mph (kph)
1st	3.5 (5.7)	4.3 (7.0)
2nd	5.7 (9.1)	6.9 (11.2)
3rd	12.1 (19.5)	14.8 (23.8)
4th	21.1 (34.0)	–

Torque converter ratio	3.0
------------------------	-----

Front/Rear axle:	
Differential ratio	2.29/2.47
Planetary hub ratio	6.0/6.9
Total reduction ratio	13.7/17.0

Service brakes:	
Hydraulic foot operated 2 per side.	
Total disc area	228 in ² (0.15 m ²)

Parking brakes	Trans Mounted
Mechanically actuated caliper type brake	
pack on rear axle input shaft	

NOTE: Travel speeds at 2200 engine
RPM specified: w/ 16.9-28 tires.
Speeds decrease w/ 14.0-25 rear tires.

ELECTRICAL

Voltage	12 Volts, negative ground
Alternator	120 amp
Battery	800 cold-cranking amps
Power plugs	10 amps total

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
Rear fenders extensions; Interior rearview convex
mirror; Mechanical suspension seat – 180° swivel
– Vinyl; 2 in (51 mm) retractable seat belt.

Gauges:
Engine coolant temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; Voltmeter.

Warning lights:
Air cleaner restriction; A/C Low or High
Pressure; Cold start; Engine oil pressure;
Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel; Battery
Charging; Transmission Oil Temperature; Brake
Oil Level; High Coolant Temperature; Master
Warning; Master Stop.

Audible alarms:
Coolant temperature; Engine oil pressure;
Parking brake engagement; Backup alarm;
Cold Start; Transmission Oil Temperature; Brake
Oil Level; Hydraulic oil filter bypass.

Horn Dual switched front and rear

OPERATING WEIGHT

Operating Weight 18,298 lb (8 300 kg)

HYDRAULICS

Pump:

Parker Twin Section Gear Pump	
Flow Ratings	32.5 gpm @ 2200 RPM (123 L/min @ 152 bar)

Main relief pressure:

Standard	3,045 +/- 72.5 psi (210 +/- 5 bar)
----------	---------------------------------------

Filtration:

10 micron, return line, full flow, spin on element.

Oil cooler

Heavy-duty

Loader control valve:

Two or three spool sectional valve. The two spool valve has single lever control for lift and tilt. The three spool valve has two lever control of which first lever is for lift and tilt and second lever is for clam and tilt. The lift lever has positive hold "float" position.

Maximum backhoe flow for 1-way

auxiliary hydraulics	42 gpm @ 3,045 psi (160 L/min @ 210 bar)
----------------------	---

Backhoe control valve:

Six-spool monoblock open center control valve w/ optional seventh spool.

Basic control valve has an open center parallel circuit for all functions.

1-way flow auxiliary hydraulics:

1-way flow hydraulic valve is equipped w/ an adjustable LS relief valve to control attachment pressure and a 6 position flow control selector for 6 detented, distinct flow settings.

Actuation:

Manual backhoe controls – cab floor pedal

SERVICE CAPACITIES

Fuel tank	34 gal (129 L)
Hydraulic system:	
Total	113 qt (107 L)
Reservoir w/ filter	58 qt (55.0 L)
Reservoir w/o filter	56 qt (53.0 L)
Transmission – total system:	
4WD Standard	21 qt (20 L)

Front axle:

4WD Differential	9.3 qt (8.9 L)
4WD Planetaries – each	0.7 qt (0.7 L)

Rear axle:

Differential and planetaries	15.2 qt (14.5 L)
------------------------------	------------------

Window washer reservoir

1.5 qt (1.4 L)

OTHER SPECIFICATIONS

Front tires:

4WD	16.9-28 12-ply rating
-----	-----------------------

Rear tires:

4WD	12.5/80 - 18 12-ply rating
-----	----------------------------

Turning radius: Curb to Curb:

4WD – engaged:

Brakes on	11 ft 4 in (3.45 m)
Brakes off	13 ft 10 in (4.21 m)

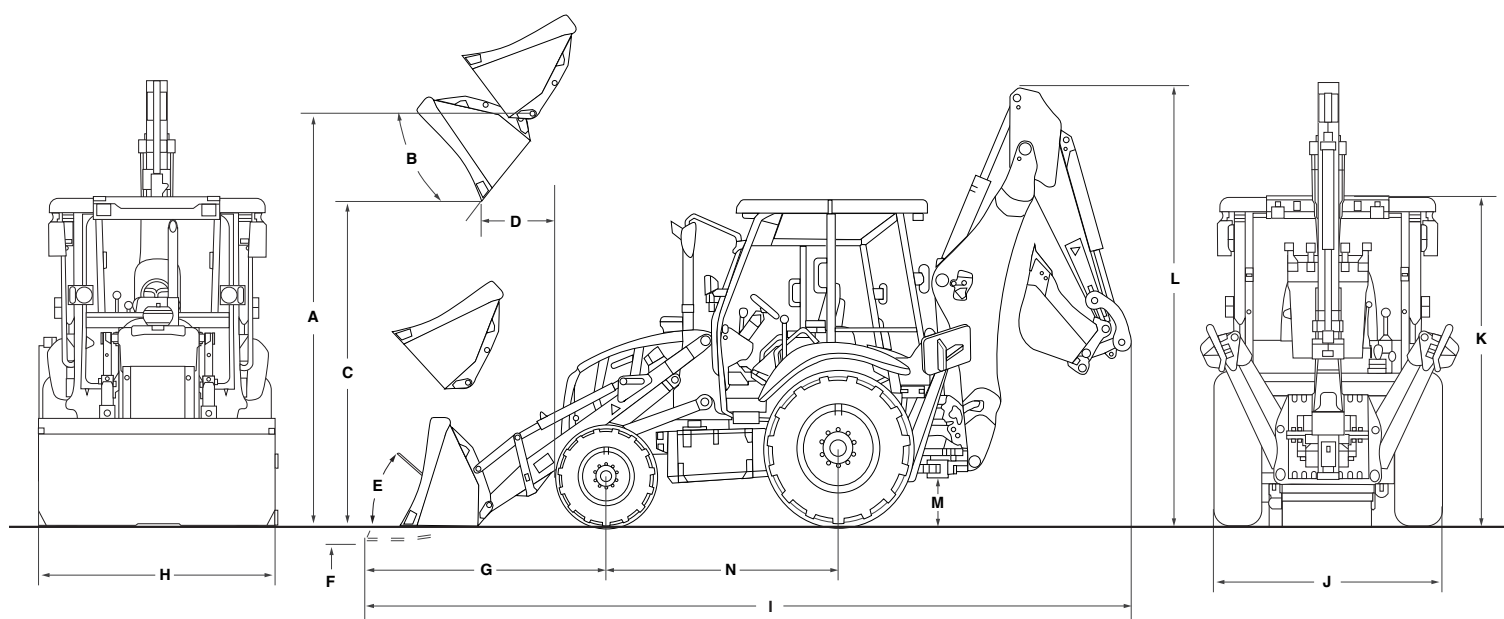
LOADER BUCKET SIZES

Type	Width	Weight	Capacity
Standard Bucket without bolt-on edge	89 in (2.28 m)	1,014 lb (460 kg)	1.20 yd ³ (0.92 m ³)
4 IN 1 [®] Bucket with bolt-on edge	89 in (2.30 m)	1,235 lb* (560 kg)	1.00 yd ³ (0.76 m ³)

NOTE: *Weight of 4 IN 1[®] bucket only.

BACKHOE BUCKET SIZES

Type	Width	Weight	Heaped Capacity
Heavy Duty Buckets	12 in (305 mm)	295 lb (134 kg)	3.40 ft ³ (0.10 m ³)
	18 in (457 mm)	232 lb (105 kg)	4.70 ft ³ (0.13 m ³)
	24 in (610 mm)	272 lb (123 kg)	6.26 ft ³ (0.18 m ³)
Universal Buckets	30 in (762 mm)	489 lb (222 kg)	10.20 ft ³ (0.29 m ³)
	36 in (914 mm)	552 lb (251 kg)	12.70 ft ³ (0.36 m ³)



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS

Standard Bucket

Height to:	
A. Bucket hinge pin fully raised	11 ft 9 in (3.58 m)
B. Dump angle at full height	45°
C. Dump clearance at full height, 45° dump: Bucket	9 ft 0 in (2.73 m)
D. Dump reach at full height, 45° dump – from bumper: Bucket	3 ft 9 in (1.15 m)
Bucket rollback:	
E. @ Groundline	33°
F. Digging depth below grade: Bucket flat	4.3 in (110 mm)
G. Reach from front axle centerline – bucket on ground	6 ft 6 in (1.98 m)
Lift capacity to full height	8,157 lb (3 700 kg)
Breakout force:	
Lift cylinders	11,277 lb (5 115 kgf)
Dump cylinders	13,788 lb (6 250 kgf)
H. Bucket cutting edge width	89.6 in (2.27 m)
Raising time to full height	5.9 sec
Bucket dumping time	1.8 sec
I. Overall transport length with standard loader bucket	23 ft 1 in (7.03 m)
J. Overall machine width with standard loader bucket	7 ft 6 in (2.28 m)
Stabilizer width – in raised position	7 ft 7 in (2.30 m)
Height:	
K. To top of cab	9 ft 3 in (2.83 m)
L. Overall transport height	12 ft 7 in (3.84 m)
M. Ground clearance at backhoe frame	19.7 in (500 mm)
N. Wheelbase	85.6 in (2.18 m)

NOTE: Loader dimensions taken with 4WD, 12.5-18 front tires and 16.9-28 rear tires.

CYLINDERS

	Bore Diameter	Rod Diameter	Stroke	Closed Length
Loader:				
Lift – 2	3.54 in (90 mm)	1.97 in (50 mm)	28.62 in (727 mm)	40.94 in (1 040 mm)
Dump – 2	3.15 in (80 mm)	1.57 in (40 mm)	26.97 in (685 mm)	36.42 in (925 mm)
4 IN 1® clam – 2	3.15 in (80 mm)	1.97 in (50 mm)	9.65 in (245 mm)	18.39 in (467 mm)
Backhoe:				
Boom	5.12 in (130 mm)	2.56 in (65 mm)	35.71 in (907 mm)	47.52 in (1 207 mm)
Dipperstick	4.92 in (125 mm)	2.56 in (65 mm)	27.36 in (695 mm)	39.72 in (1 009 mm)
Bucket	3.54 in (90 mm)	2.56 in (65 mm)	30.00 in (762 mm)	42.24 in (1 073 mm)
Extendahoe®	2.95 in (75 mm)	1.77 in (45 mm)	41.34 in (1 050 mm)	55.12 in (1 400 mm)
Swing – 2	4.33 in (110 mm)	2.36 in (60 mm)	9.37 in (238 mm)	5.35 in (136 mm)
Stabilizer – 2	3.94 in (100 mm)	2.36 in (60 mm)	24.80 in (630 mm)	37.01 in (940 mm)

AXLE RATINGS

	Rear	Front
Maximum static	58,264 lb (26 429 kg)	61,146 lb (27 735 kg)
Dynamic operating	39,368 lb (17 857 kg)	37,283 lb (16 911 kg)
Static operating	15,747 lb (7 143 kg)	14,913 lb (6 764 kg)

BACKHOE LIFT CAPACITIES

Standard Backhoe		Extendahoe®	
Boom Lift	Lift Capacity lb (kg)	Retracted Lift Capacity lb (kg)	Extended Lift Capacity lb (kg)
+16 ft (4.87 m)	—	—	2,512 (838)
+14 ft (4.27 m)	4,024 (1 829)	3,516 (1 598)	2,583 (1 142)
+12 ft (3.66 m)	4,138 (1 881)	3,597 (1 635)	2,594 (1 174)
+10 ft (3.05 m)	4,070 (1 850)	3,540 (1 609)	2,572 (1 179)
+8 ft (2.44 m)	3,953 (1 797)	3,423 (1 556)	2,537 (1 169)
+6 ft (1.83 m)	3,815 (1 734)	3,309 (1 504)	2,490 (1 153)
+4 ft (1.22 m)	3,689 (1 677)	3,192 (1 451)	2,455 (1 132)
+2 ft (0.61 m)	3,573 (1 624)	3,078 (1 399)	2,455 (1 116)
Ground Level	3,469 (1 577)	2,985 (1 357)	2,409 (1 095)
-2 ft (0.61 m)	3,366 (1 530)	2,893 (1 315)	2,374 (1 079)
-4 ft (1.22 m)	3,298 (1 499)	2,814 (1 279)	2,352 (1 069)
-6 ft (1.83 m)	3,238 (1 472)	2,754 (1 252)	2,328 (1 058)
-8 ft (2.44 m)	3,227 (1 467)	2,732 (1 242)	2,328 (1 058)
-10 ft (3.05 m)	3,344 (1 520)	2,801 (1 273)	2,363 (1 074)
-12 ft (3.66 m)	—	—	2,466 (1 121)
-14 ft (4.27 m)	—	—	2,860 (1 300)
Dipper Lift			
+14 ft (4.27 m)	—	—	3,612 (1 642)
+12 ft (3.66 m)	5,544 (2 520)	4,948 (2 249)	3,936 (1 789)
+10 ft (3.05 m)	5,331 (2 423)	5,819 (2 645)	3,876 (1 762)
+8 ft (2.44 m)	5,438 (2 472)	5,819 (2 645)	3,923 (1 783)
+6 ft (1.83 m)	5,962 (2 710)	5,819 (2 645)	4,101 (1 864)
+4 ft (1.22 m)	—	5,819 (2 645)	4,495 (2 043)
+2 ft (0.61 m)	—	—	5,390 (2 450)

BACKHOE OPERATIONAL DATA*

Standard Backhoe		Extendahoe®	
		Retracted	Extended
Digging depth:			
Maximum	14 ft 5 in (4.40 m)	14 ft 11 in (4.55 m)	18 ft 4 in (5.58 m)
2 ft (610 mm) flat bottom	14 ft 3 in (4.34 m)	14 ft 11 in (4.55 m)	18 ft 4 in (5.58 m)
8 ft (2.44 m) flat bottom	13 ft 1 in (3.99 m)	13 ft 9 in (4.19 m)	17 ft 5 in (5.30 m)
Overall reach from swing pivot	18 ft 7 in (2.66 m)	19 ft 0 in (5.79 m)	22 ft 1 in (6.74 m)
Loading height	11 ft 11 in (3.64 m)	12 ft 4 in (3.75 m)	14 ft 5 in (4.39 m)
Loading reach with bucket closed	6 ft 5 in (1.96 m)	6 ft 9 in (2.05 m)	9 ft 6 in (2.89 m)
Swing arc	180°	180°	180°
Bucket rotation:			
Using Bucket Economy Hole	204°	204°	204°
Using Bucket Power Hole	160°	160°	160°
Stabilizer spread	10 ft 7 in (3.23 m)	10 ft 7 in (3.23 m)	10 ft 7 in (3.23 m)
Digging force:			
Bucket cylinder	12,359 lb (5 606 kg)	12,381 lb (5 616 kg)	12,381 lb (5 616 kg)
Dipper cylinder	9,449 lb (4 286 kg)	8,885 lb (4 030 kg)	6,462 lb (2 931 kg)

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT F5 diesel
Full flow engine oil filter
Aspirated air cleaner – replaceable dual element dry type with radial seal
Fuel filter with water trap
Diesel Oxidation Catalyst (DOC) – Spark Arresting
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Throttles, both hand rotary and foot
Self adjusting belt
High Pressure Common Rail

DRIVETRAIN

Front axle:
4WD mechanically driven front axle, with 12.5/80-18 tires
Rear axle:
4WD heavy-duty outboard planetary drive, with 16.9-28 tires
4F-4R Power Shuttle
Synchronesh transmission
Torque converter – 11.8 in (300 mm)
On-the-go electric 4WD control
Electric F/R shuttle control
No differential lock

HYDRAULICS

Heavy-duty hydraulic oil cooler
10-micron, spin on oil filter

BACKHOE

Center pivot design
1-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar
1-way flow attachments - pedal switch activated
2-lever mechanical backhoe controls
Flip over stabilizer pads

OTHER

Forward tilt engine hood
Replaceable, molded front bumpers
Front/Rear tie downs
Reflective logos
Working/Driving/Signal Lights – halogen
Master disconnect switch and remote jump-start terminals
Backup alarm
Vertical spin-on engine oil, fuel and hydraulic filters

WARRANTY

1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
2-Year/2,000-Hour Extended Engine Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective cab
2 Door with heat, A/C, defroster, door activated dome light, 4 front and 4 rear lights, floor mat, tinted glass, radio ready, front and rear wiper and front fenders
Mechanical suspension seat with flip-up armrests, 180° swivel, adjustable seat and weight, backrest angle, lumbar and cushion angle – cab units cloth or vinyl, canopy units vinyl only

LOADER

3-spool auxiliary hydraulics valve for loader mounted equipment - 2-lever loader control
Buckets – see page 2

BACKHOE

Pilot Backhoe Controls
Extendahoe®
Buckets – see page 2

OTHER

Front Fenders

SERVICE PARTS

Bluetooth Radio
3 inch seat belt
CASE SiteWatch™ Telematics
Rotating Beacon

CaseCE.com

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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.



CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between ASSOCIATED SUPPLY COMPANY, INC (vendor) and the City of Baytown

ASSOCIATED SUPPLY COMPANY, INC (vendor), using Cooperative Contract

Buyboard Contract 788-25 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Case 570N Ep and Case 575N EP

at the prices listed: Case 570N EP = \$104,426.58 & Case 575N EP= \$86,426.64
(please include separate list, if required)

ASSOCIATED SUPPLY COMPANY, INC

Vendor (company)

Timothy Gates

Vendor representative printed Name

Timothy Gates

Representative Signature

02/04/2026

Date

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Case 570 Front End Wheel Loader and Case 575N EP Backhoe
Loader Purchase Agenda Item Request 27852

Project Name:

Company Name: Associated Supply Company, Inc

Department: Parks & Recreation

Date: 02/02/2026

Council Date: 02/26/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

02/02/2026

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

8. j.

Meeting Date: 02/12/2026

Subject: Consider the Approval of the City of Baytown Investment Policy

Prepared for: Teresa McKenzie, Finance

Prepared by: Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Consider a resolution approving the City of Baytown Investment Policy in accordance with the Public Funds Investment Act, Section 2256.005 (e).

PREFACE

The Texas Public Funds Investment Act requires the governing body to annually review and approve the City's Investment Policy to ensure compliance with statutory standards for the management and investment of public funds. This item is presented to fulfill that requirement.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact

Attachments

Adopting City of Baytown Investment Policy 2026.kh
Investment Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,
APPROVING THE CITY OF BAYTOWN'S INVESTMENT POLICY AND
INVESTMENT STRATEGIES IN ACCORDANCE WITH THE PUBLIC FUNDS
INVESTMENT ACT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, has reviewed the City's Investment Policy and Investment Strategies.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves the Investment Policy and Investment Strategies of the City of Baytown, Texas which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

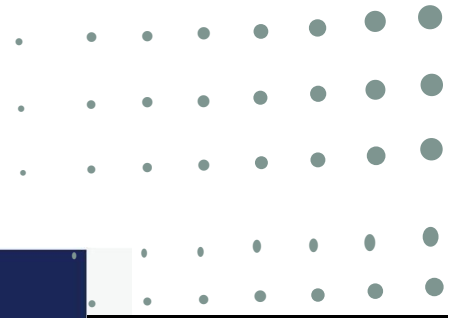
CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



CITY OF BAYTOWN



INVESTMENT POLICY

FINANCE DEPARTMENT
JANUARY 2026

Jason Reynolds
City Manager

Teresa McKenzie
Director of Finance

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I. Policy

It is the policy of the City of Baytown (the “City”) to administer and invest its funds in a manner that will preserve principal and maintain liquidity while meeting the daily cash flow requirements of the City. The City will conform to all federal, state and local statutes, rules, and regulations governing investment of the City’s funds.

The City’s policy is to hold investments to maturity; however, securities may be sold in order to minimize the potential loss of principal on a security whose credit quality has declined; to swap into another security which would improve the quality, yield or target duration of the portfolio; or to meet unanticipated liquidity needs of the portfolio.

Not less than annually, City Council shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to the Investment Policy or Investment Strategies.

II. Scope

This investment policy applies to all the investment activities of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include all financial assets of all funds managed by the City, including but not limited to tax revenues, charges for services, bond proceeds, interest income, and loans and funds received by the City where the City performs a custodial function.

III. General Objectives

The primary objectives, in priority order, of the City’s investment activities shall be safety, liquidity, and yield:

- A. **Safety** – Safety of the principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
 - i. **Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
 - Limiting investments to the safest types of securities;
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business; and

- Diversifying the investment portfolio so that potential losses on individual securities will be minimized
 - ii. **Interest Rate Risk** – The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
 - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
 - Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools
- B. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.
- C. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
- A security with declining credit may be sold early to minimize loss of principal;
 - To swap into another security which would improve the quality, yield or target duration of the portfolio; and
 - Liquidity needs of the portfolio require that the security be sold.

IV. Standards of Care

- A. **Prudence** - The standard of care to be used by investment officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

- B. **Ethics and Conflicts of Interest** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose to the City and the Texas Ethics Commission any material financial interests in financial institutions that conduct business with the City. They shall further file a disclosure statement with the Texas Ethics Commission and the City that includes any large personal financial/investment positions that could be related to the performance of the investment portfolio. See Exhibit B.

- C. **Delegation of Authority** –Responsibility for the operation of the investment program is hereby delegated to the Director of Finance, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this Investment Policy. The Director of Finance may delegate day-to-day activities to a responsible individual(s) who has received the appropriate training required by state statute. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate activities of subordinate officers.

- D. **Training** – Investment Officers shall attend at least one investment training session totaling not less than 10 hours within 12 months after taking office or assuming investment duties and shall attend investment training not less than once annually, beginning on the first day of the City of Baytown’s fiscal year and consisting of one (1) consecutive fiscal year after that date and receive not less than 8 hours of instruction relating to investment responsibilities. The City of Baytown shall provide the training through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City of Baytown’s investment personnel making investment decisions in compliance with Public Funds Investment Act (PFIA). Professional organizations and associations that may provide investment training include Hilltop Securities, the Government Treasurer’s Organization of Texas, the University of North Texas, the Government Finance Officers Association of Texas, the Association for Financial Professionals, or the Texas Municipal League.

V. **Financial Institutions, Broker/Dealers, Investment Advisors, Safekeeping and Custody**

- A. **Authorized Financial Dealers and Institutions** –Investment Officers will maintain a list of financial institutions and securities broker/dealers authorized to provide investment services (Exhibit C). These may include "primary" dealers or regional dealers. No public deposit shall be made except in a qualified public depository as established by state law.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply Investment Officers with the following, as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Written acknowledgement by a qualified representative of the firm that the broker/dealer has a) received and reviewed the City’s Investment Policy.

- Qualified Business Organizations which include local government investment pools and discretionary investment advisors are required to review policy and certify in writing that they have implemented reasonable procedures and controls in an effort to preclude investment transactions that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards. (EXHIBIT D)

The governing body and/or the Finance Committee shall at least annually review and/or revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to assist in the review of the investment policy, cash flow requirements, the formulation of investment strategies, the execution of security purchases, sales and deliveries, as well as attend quarterly investment meetings, provide monthly and quarterly reporting and market updates. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the City's behalf and provide a list of its authorized broker/dealers on an annual basis. The City, however, retains ultimate responsibility as fiduciary of its assets. The investment advisory contract may not be for a term longer than two years and its renewal or extension must be approved by the City Council by ordinance or resolution as required by the Tex. Gov't. Code Sec. 2256.003(b).

(2) **Internal Controls** – The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion
 - Separation of transaction authority from accounting and record keeping
 - Custodial safekeeping
 - Avoidance of physical delivery securities
 - Clear delegation of authority to subordinate staff members
 - Written confirmation of transactions for investments and wire transfers
 - Development of a wire transfer agreement with the lead bank and third-party custodian
- B. **Delivery vs. Payment** – All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities and collateral will be held in the City’s name by a third-party custodian as evidenced by safekeeping receipts.
- C. **Competitive Bidding** - The City shall require at least three competitive offers or bids for all individual security purchases and sales (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates). In the event the City has contracted with an investment advisor, the advisor shall be required to obtain and document three bids or offers on all security transactions on behalf of the City.

VI. Investments

- A. **Eligible Investments** – Assets of the City may be invested in the instruments described below. All of these investments are authorized by Chapter 2256 of the Texas Government Code (Public Funds Investment Act, or the Act).

An investment that requires a minimum rating under this Section 2256.021 does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

In order to monitor rating changes in investments acquired with public funds, Investment Officers shall, on at least a monthly basis, verify the ratings of investments currently held by the City with either the authorized broker/dealer from which the investment was purchased, or a broker/dealer currently authorized to engage in investment transactions with the City. As a condition of engaging in investment transactions with the City, brokers/dealers shall, when requested by the City's Investment Officer(s), provide said Investment Officer(s) with written verification of the ratings of investments currently owned by the City. If the City has engaged an Investment Advisor, the advisor shall be responsible for verifying credit ratings.

The City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

1. Obligations of, or Guaranteed by Governmental Entities

(a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(i) obligations, including letters of credit, of the United States or its agencies and instrumentalities;

(ii) direct obligations of this state or its agencies and instrumentalities;

(iii) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(iv) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(v) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

(b) The following are not authorized investments under this section:

(i) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(ii) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(iii) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(iv) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Certificates of Deposit and Share Certificates

A certificate of deposit is an authorized investment under this subchapter if the certificate is issued by a state or national bank domiciled in this state, a savings bank domiciled in this state, or a state or federal credit union domiciled in this state and is:

(i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(ii) secured by obligations that are described by Section 1(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage-backed securities of the nature described by Section 1(b); or

(iii) secured in any other manner and amount provided by law under Texas Government Code Chapter 2257 (The Public Funds Collateral Act).

3. Repurchase Agreements

(a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (i) has a defined termination date;
 - (ii) is secured by a combination of cash and obligations described by Section 1(a)(i); and
 - (iii) requires the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
 - (iv) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.
- (b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time and sell back at a future date, obligations described by Section 1(a)(i), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.
- (c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
- (d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

4. Banker's Acceptances

A banker's acceptance is an authorized investment under this policy if the banker's acceptance:

- (i) has a stated maturity of 180 days or fewer from the date of its issuance;
- (ii) will be, in accordance with its terms, liquidated in full at maturity;
- (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

5. Commercial Paper

Commercial paper is an authorized investment under this policy if the commercial paper has a stated maturity of 270 days or fewer from the date of its issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies; or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

6. Mutual Funds

(a) A no-load money market mutual fund is an authorized investment under this policy if the mutual fund:

(i) is registered with and regulated by the Securities and Exchange Commission;

(ii) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);

(iii) has a dollar-weighted average stated maturity of 60 days or fewer; and

(iv) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

- (i) is registered with the Securities and Exchange Commission;
 - (ii) has a weighted average maturity of less than two years;
 - (iii) is invested exclusively in obligations approved by this subchapter;
 - (iv) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 - (v) conforms to the requirements set forth in Sections 5(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.
- (c) The City is not authorized by this section to:
- (i) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
 - (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
 - (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

7. Guaranteed Investment Contracts

- (a) A collateralized guaranteed investment contract is an authorized investment for bond proceeds under this policy if the guaranteed investment contract:
- (i) has a defined termination date;
 - (ii) is secured by direct and unsubordinated obligations described by Section 2256.009(a)(1) of the Act, excluding those obligations described by Section 2256.009(b) of the Act, in an amount at least equal to the amount of bond proceeds invested under the contract; and
 - (iii) is pledged to the City and deposited with the City or with a

third party selected and approved by the City.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this policy in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

- (i) the City Council must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
- (ii) the City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
- (iii) the City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- (iv) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
- (v) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

8. Investment Pools

The City may invest its funds and funds under its control through an eligible investment pool if the City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with Texas Government Code, Chapter 2256.016 and the investment policies and objectives adopted by the investment pool.

- B. **Collateralization** – Collateralization will be required on three types of investments: certificates of deposit, repurchase (including reverse repurchase) agreements, and guaranteed investment contracts (GICs). In order to anticipate market changes and provide a level of security for all funds, the Collateralization level will be one hundred two percent (102%) of the market value, including principal and accrued interest. Pledged collateral shall consist of eligible U.S. Treasury securities, eligible securities issued by U.S. Government Sponsored Enterprises, or Federal Home Loan Bank Letters of Credit (LOC), or a combination thereof, and shall be marked to market on at least a monthly basis. An FHLB LOC is not a marketable security and therefore isn't subject to price change. As a result, the FHLB LOC required amount shall be 100% of outstanding balance plus accrued interest.

Likewise, all time and demand deposits with collected balances in excess of FDIC or NCUA insurance levels shall be collateralized to a minimum of 102% of principal and accrued interest. The depository shall be responsible for maintaining collateralization margins based on the market value of securities pledged to the City. Collateral will be held in the City's name by an independent third party with whom the City has a current custodial agreement approved by the Council and executed under the terms of FIRREA (Financial Institutions Reform, Recovery, and Enforcement Act) as amended. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted, subsequent to the review and approval of an authorized City of Baytown Investment Officer.

- C. **Existing Investments** – Any investment currently held that is no longer an authorized investment under the Public Funds Investment Act (PFIA) or this policy but was an authorized investment at the time of purchase, is not required to be liquidated.

VII. Investment Parameters

- A. **Diversification** – The investments shall be diversified by security type and institution. With the exception of U.S. Treasury securities and authorized pools, the City will diversify the entire portfolio to comply with the investment strategy; however, in no case shall any single investment transaction be more than 10 percent (10%) of the entire portfolio.

- B. **Maximum Maturities** – To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase.

VIII. Investment Strategies

The City maintains separate portfolios for individual funds or groups of funds that are managed according to the terms of this Policy and the corresponding investment strategies listed in Exhibit E. The investment strategy for portfolios established after the annual Investment Policy review and adoption will be managed in accordance with the terms of this Policy and applicable agreements until the next annual review when a specific strategy will be adopted.

The City maintains a pooled fund group that is an aggregation of the majority of City funds including tax receipts, enterprise fund revenues, fine and fee revenues, as well as some, but not all, bond proceeds, and grants. This portfolio is maintained to meet anticipated daily cash needs for City operations, capital projects and debt service. In order to ensure the ability of the City to meet obligations and to minimize potential liquidation losses, the dollar-weighted average stated maturity of the Investment Pool shall not exceed two (2) years. The objectives of this portfolio are to ensure safety of principal; ensure adequate investment liquidity; limit market and credit risk through diversification; and attain the best feasible yield in accordance with the objectives and restrictions set forth in this Policy.

IX. Reporting

- A. **Methods** – Investment officers shall jointly prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner consistent with the requirements of Section 2256.023 (Internal Management Reports) of the PFIA, and that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Finance Committee and the City Council.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to City Council.

- B. **Performance Standards** – The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The basis used by investment officers to determine whether market yields are being achieved shall be the three (3) month U.S. Treasury bill.
- C. **Marking to Market** – The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least quarterly. The market value of each investment shall be obtained from a source including, but not limited to the City's investment advisor, the Wall Street Journal, the City's safekeeping agent, a reputable brokerage firm not having sold the security being priced or security pricing service.

EXHIBIT B

City of Baytown

Statement of Ethics and Conflicts of Interest

Investment officers for the City of Baytown shall refrain from personal business relationships with business organizations that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Such conflicts would only apply to personal business relationships with business organizations that have been approved by City Council to conduct investment transactions with the City of Baytown.

An investment officer is considered to have a personal business relationship with a business organization if:

- (1) The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business.
- (2) Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year.
- (3) The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

I do hereby certify that I do not have a personal business relationship with any business organization approved to conduct investment transactions with the City of Baytown, nor am I related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City of Baytown as of the date of this statement.

City of Baytown
Investment
Officers

Teresa McKenzie, Director of Finance

Date

EXHIBIT C

City of Baytown

Approved Broker/Dealers, Financial Institutions, and Investment Pools

Investment Advisors

Hilltop Securities Asset Management

Broker/Dealers*

Cantor Fitzgerald & Co.

Wells Fargo Brokerage Services, LLC

Duncan-Williams, Inc.

Multi-Bank Securities, Inc.

Vining Sparks IBG, L.P.

Raymond James & Associates, Inc.

RBC Capital Markets, LLC

- The Investment Advisor shall provide a list of its broker/dealers no less than annually, and that updated list shall be included with this policy.

Public Depository

JPMorgan Chase, NA (Primary)

Investment Pools

Texpool

TexSTAR

TexasClass

EXHIBIT D

**City of Baytown
Certification by Business Organization**

(date)

City of Baytown, Texas

(Attn: Designated Investment officer)

P O Box 424

Baytown, TX 77522-

0424 Dear Mr./s.

(investment officer):

This certification is executed on behalf of the City of Baytown, Texas (the Investor) and

_____, (the Business Organization)
pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Local Government Code) and;
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and agrees, on behalf of the Business Organization, to comply with its requirements under the investment policyand;
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the investor's entire portfolio or requires an interpretation of the subjective investment standards.

Qualified Representative of the Business Organization

Signed By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

City of Baytown

INVESTMENT STRATEGY

It is the policy of the City of Baytown, Texas (the "City") that, giving due regard to the safety and risk of investments, all funds shall be invested at all times in conformance with State and Federal statutes, applicable trust agreements or related bond document requirements, the City's adopted Investment Policy and this Investment Strategy. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

In accordance with the Public Funds Investment Act, City investment strategies establish maximum maturities and maximum dollar-weighted average maturity limits for each portfolio and address the priorities for those funds (in order of priority):

- Suitability of the investment to the financial requirements of the City and the particular Fund Type;
- Preservation and safety of principal;
- Liquidity;
- Marketability of the investment if the need arises to liquidate the investment prior to maturity;
- Diversification of the investment portfolio; and
- Yield.

Effective investment strategy development coordinates the primary objectives of the City's Investment Policy and cash management procedures with investment security risk/return analysis to enhance interest earnings and reduce investment risk. The City intends to generally utilize a buy and hold strategy but will evaluate more active strategies, such as swaps or outright sales of securities, for incremental income when appropriate. The structure of the portfolio(s) will be primarily dependent upon the continuing cash flow requirements of the funds represented. The portfolio(s) will reflect both the short and long term needs of the funds. A limited liquidity buffer will be maintained to cover any unanticipated cash needs, where appropriate.

With a more active position, maturity selections may be extended to gain incremental income or adjust portfolios to economic and market conditions. It is recognized that more active management may increase the overall weighted average maturity of the portfolios due to additional volatility.

The City's Investment Officer(s) shall monitor and evaluate the ongoing economic environment and incorporate market information from reliable sources as well as current and anticipated City financial conditions when prudently implementing these strategies. Anticipated changes in the City's investment strategy shall be reported to the Finance Committee as part of the quarterly investment reporting.

The City expects, but is not required by law, to consolidate and commingle funds from similar type funds or all funds in an attempt to maximize investment earnings. Investment income by fund will be recognized and allocated on a monthly basis based on respective fund balances for the period in accordance with generally accepted accounting principles.

FUND TYPE IDENTIFICATION

Each major fund type has varying cash flow requirements and liquidity needs. Therefore, specific strategies shall be implemented considering the fund type's unique requirements. City funds shall be analyzed and invested according to the following major fund types:

a. Operating Funds

Operating funds have ongoing cash needs in support of ongoing operations and required transfers.

Funds include General Fund

b. Capital Improvement Funds

Capital Improvement funds have cash needs dependent upon anticipated construction, acquisition and payment schedules. Funds include Construction Fund, Capital Improvement Fund

c. Debt Service Funds

Debt Service funds are structured to provide for debt service payments for the City's bonds. The expenditures are strictly scheduled and occur normally in six-month intervals. Funds include Bond Interest Accounts and Bond Principal Accounts.

d. Liquidity Buffer Accounts

Liquidity funds are to assure the City's liquidity for anticipated and unanticipated needs within one month. A liquidity buffer is needed in all but debt service funds which have well-defined and unalterable liabilities.

INVESTMENT STRATEGY BY TYPE

In order to minimize market risks or principal loss due to interest rate fluctuations, investment maturities and portfolio structures will be limited by the anticipated cash flow requirements of the various fund types. The general investment strategies are established by fund type. The use of liquidity buffers in fund types is to provide for unanticipated liabilities.

a. Operating Funds

The short term (one to six months) needs of the operating funds will generally be addressed through a ladder portfolio and the longer term (six to twelve months) needs of the operating funds will be structured in a more loosely structured ladder. Core funds, not intended for use within one year may be extended to two years.

Operating Funds are designed to meet ongoing demands. The portfolio(s) will utilize high credit quality securities with no perceived credit risk to meet those demands and assure liquidity if needed. Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Investment maturities shall be ladder based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure. Operating Funds require the greatest short-term liquidity of any of the fund types, investment pools and money market mutual funds can provide daily liquidity.

Price volatility of the overall portfolio(s) will be minimized by requiring a maximum dollar- weighted average days to maturity (WAM) for the Operating portfolio(s) of 270 days and restricting the maximum allowable maturity to two years.

Attaining a competitive market yield is a desired objective. The yields on the three-month and one- year Treasury Bills shall be the minimum yield objective and benchmarks for these funds in accordance with their anticipated WAM restrictions.

a. Capital Improvement Funds

Capital Improvement Funds are designed to meet anticipated needs for construction and certain fixed liabilities, are primarily funded by bond proceeds and should have reasonably predictable draw downschedules.

Investment maturities will generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs. The portfolio(s) must be based upon the anticipated schedules but also provide for changing schedules and cash needs and to minimize the effect of market fluctuations. As such they require a ladder portfolio based on known needs and a liquidity buffer to provide for unanticipated needs.

Securities with active and efficient secondary markets of high-credit quality with no perceived default risk are to be used.

A single flex repurchase agreement may be utilized and structured to satisfy expenditure requests. The flex may be used effectively to manage against falling interest rates and protect against negative arbitrage.

US tax and arbitrage regulations require competitive market rates. The portfolio(s) will be structured in such a way as to avoid negative arbitrage on bond proceeds and will comply with all arbitrage provisions. For Capital Improvement Funds that have an arbitrage yield, achieving a positive spread to the applicable arbitrage yield is the desired objective.

If the arbitrage yield is not applicable, then current market conditions will determine the portfolio structure and strategy.

At no time shall the investment maturities of a fund exceed the anticipated expenditure schedule. The maximum maturity limits shall reflect the then-current expenditure plan for the proceeds.

b. Debt Service Funds

Debt Service funds are structured to provide for debt service payments for the City's bonds. The expenditures are strictly scheduled and occur normally in six-month intervals. The portfolio(s) will utilize high credit quality securities with no perceived credit risk to meet those demands and assure liquidity if needed.

The maximum maturity for the investments in these portfolios will be one year and every known debt service date shall be fully funded before extensions are made.

c. Liquidity Buffer Accounts

A liquidity buffer, dependent in size upon then-current economic conditions and City cash flow needs, shall be maintained in Operating and Capital Improvement Funds to meet immediate cash needs of at least one month and provide for reasonable, unanticipated liabilities. The maximum maturity of these liquid invested funds should be one day. These funds may be invested in money market mutual funds, local government pools, or in a depository overnight sweep.



CITY COUNCIL MEETING

8. k.

Meeting Date: 02/12/2026

Subject: Consider the appointment of Julie Escalante as the Acting Presiding Judge of the City of Baytown Municipal Court.

Prepared for: Charles Johnson, Administration

Prepared by: Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider the appointment of Julie Escalante as the Acting Presiding Judge of the City of Baytown Municipal Court.

PREFACE

The City Council is authorized to appoint a Presiding Judge for the Municipal Court pursuant to state law and the City of Baytown Code of Ordinances.

Due to the need for continuity of judicial services, Julie Escalante will be an independent contractor to perform services as an Acting Presiding Judge for the Municipal Court for a temporary period of time until a regular, full-time successor is named. Thereafter, she may serve temporarily as a Judge of the Municipal Court to aid in the transition.

Fiscal Impact

Fiscal Year:

FY26

Acct Code:

10001093 54007

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N:

Y

Amount Needed:

33,000

Fiscal Impact (Additional Information):

Attachments

Resolution - Acting Judge

Professional Judicial Services Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,
APPOINTING JULIE ESCALANTE ACTING PRESIDING JUDGE OF THE
MUNICIPAL COURT OF RECORD IN THE CITY OF BAYTOWN, TEXAS;
AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE
CITY CLERK TO ATTEST TO a CONTRACT FOR PROFESSIONAL JUDICIAL
SERVICES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, Chapter 60 of the Code of Ordinances of the City of Baytown, Texas provides for the appointment of judges and court personnel of the Municipal Court of Record in the City of Baytown, Texas (the "Municipal Court"); and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby appoints Julie Escalante to serve as Acting Presiding Judge of the Municipal Court.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Contract for Professional Judicial Services commencing February 9, 2026 in substantially the same form as as Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

Contract for Professional Judicial Services - Acting Presiding Judge of the Municipal Court of Record in the City of Baytown, Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract for Professional Judicial Services – Acting Presiding Judge of the Municipal Court of Record in the City of Baytown, Texas, hereinafter known as "Agreement," is made by and between the City of Baytown, a municipal corporation located in Harris and Chambers Counties, Texas, hereinafter known as the "City" and **Julie Escalante**, an attorney and counselor at law, duly admitted and licensed to practice in all courts in the State of Texas, hereinafter known as the "Judge"; and the City and the Judge, hereinafter collectively referred to as the "Parties," hereby make and enter into the following agreement:

ARTICLE I Contingency

This entire Agreement is expressly contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If at any time during the period of performance under this Agreement, the City does not make sufficient appropriations and authorizations, this Agreement shall terminate upon written notice being given by the City to the Judge. The City's decision as to whether sufficient appropriations are available shall be accepted by the Judge and shall be final.

ARTICLE II Appointment, Term, and Termination

2.01 Appointment. On the 12th day of February, 2026, the City Council of the City of Baytown appointed the Judge to hold the office of Acting Presiding Judge of the Municipal Court of Record in the City of Baytown, Texas with the duties of presiding over the Municipal Court of Record in the City of Baytown, Texas, as further described in Article III herein. Judge shall perform work under this Agreement as an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement. Upon qualification and appointment of the regular full-time Presiding Judge of the Municipal Court of Record in the City of Baytown, Texas, by the City Council, Judge shall no longer retain the title of "Acting Presiding Judge," but will remain a Municipal Judge of the Court performing services under this Agreement until this Agreement terminates in accordance with Paragraphs 2.02 and/or 2.03.

2.02 Term. The term of this Agreement commences on February 9, 2026, and ends on March 31, 2026, except by written agreement of the Parties. Nothing in this paragraph shall be

construed to prohibit the City Council from reappointing the Judge, and the Judge accepting reappointment, at any time as an employee of the City, or to prohibit the Parties from entering into a new and separate contract following the termination of this Agreement;

- 2.03 Termination. From February 9, 2026 through March 31, 2026, either Party shall have the right to terminate this Agreement immediately, with or without cause, upon written notice to the other. After March 31, 2026, either Party may terminate this Agreement, with or without cause, by providing at least two (2) weeks' notice to the other.

ARTICLE III

Scope of Services

- 3.01 In General. The Judge agrees to perform judicial services, which shall include, but not be limited, to the following:

- a. preside over the municipal court and jail dockets which shall include plea or arraignment dockets, non-jury dockets and jury dockets as schedule or as the need arises;
- b. conduct trials, arraignments, administrative hearings and juvenile hearings;
- c. adjudicate the guilt or innocence of persons charged with Class C misdemeanors and assess punishment;
- d. sign and issue warrants and court orders;
- e. issue written and oral instructions and opinions;
- f. conduct magistrate warnings and make appropriate rulings regarding bonds;
- g. perform the duties required under Chapter 60, Municipal Court, of the Code of Ordinances, City of Baytown, Texas, including, but not limited to, Article II, Municipal Court of Record, Division 2, Municipal Judge, Section 60-25, Appointment; duties generally:
 - i. Maintain a central docket for cases filed in the city over which the court has jurisdiction;
 - ii. Provide for the distribution of cases from the central docket to the individual municipal judges to equalize the distribution of business in the court;
 - iii. Request the jurors needed for cases that are set for trial by jury;
 - iv. Temporarily assign judges to act for each other in proceedings pending in the court if necessary for the expeditious disposition of business in the court; and
 - v. Supervise and control the operation and clerical functions of the administrative department of the court, including the court's personnel;
- h. comply with all policies, procedures, codes of conduct, and other directives of the City to the extent required to be followed by employees, including, but not limited

- to, the City of Baytown Personnel Policy, Administrative Rules, and Code of Ethics; and
- i. perform all other duties required of a Presiding Judge of a Municipal Court of Record.
- 3.02 Docket Schedule. The City shall establish the times and days for the weekly dockets and retains full authority to change the same from time to time. The Judge shall perform the services required herein at the dockets.
- 3.03 Reports. The Judge, at such times and in such forms as the Mayor or City Manager may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

ARTICLE IV Compensation

- 4.01 Compensation. The City will compensate the Judge in the amount of \$16,269 per month for each month of services actually performed. The Judge's compensation shall be prorated for any partial month the Judge provided services under this Agreement. Payment shall be issued no later than 15 days following the completion of the month in which services were rendered.
- 4.02 No Further Compensation. It is agreed between the Parties that the Judge is not an employee of the City and the foregoing constitutes all the benefits and other forms of compensation paid to the Judge for the services required herein.

ARTICLE V Miscellaneous

- 5.01 Training. The Judge must complete the minimum hours of instruction in the performance of the duties of a municipal court judge within the requisite time frame, as required by law, and shall keep abreast of state law and local ordinances, including state-mandated fees.
- 5.02 Limitation on Law Practice. The Judge agrees that she shall not engage in the practice of law in an adversarial capacity before the City Council of the City of Baytown, before any of its courts, agencies, boards or commissions, and shall not represent a client in a matter against the City and/or its officers and employees, when such employees or officers are acting in their official capacities, in any other court or administrative proceeding during the term of this Agreement. Specifically, by way of example, but not of limitation, the Judge:
- a. will not represent, or practice law with a lawyer who represents, a defendant in a county court or district court case in which a magistrate who is another judge of

the Municipal Court of Record in the City of Baytown, Texas, took some action, and/or

- b. will not represent a criminal defendant in a matter in which a police, fire, or code enforcement officer of the City may be a potential witness.

The Judge further understands and agrees that she will not engage in the practice of law contrary to the Canons of the Code of Judicial Conduct or the Rules of Professional Conduct.

- 5.03 Amendments. This Agreement may not be altered, changed or amended except by instrument in writing executed by the Parties hereto. The City may, from time to time, request changes in the scope of work and time of performance for the services of the Judge to be performed hereunder; however, to be effective, such changes, including any increase or decrease in the amount of the Judge's compensation, which are mutually agreed upon by and between the City and the Judge, shall be incorporated in written amendments to this Agreement.
- 5.04 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Judge. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 5.05 Severability. If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 5.06 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

JUDGE
Julie Escalante
3120 North Main
Baytown, Texas 77520

CITY
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522
Fax: 281-420-6586

- 5.07 Non-waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another

provision in the future. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

- 5.08 Sovereign Immunity. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.
- 5.09 No Assignment. The Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.
- 5.10 Construction of Agreement. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 5.11 Choice of Law and Venue. This Agreement is performed in Harris County, Texas, and is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.
- 5.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 5.13 Headings. The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- 5.14 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.
- 5.15 No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Judge and the City only.
- 5.16 Ambiguity. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this ____ day of _____, 202_.

CITYOF BAYTOWN

JASON E. REYNOLDS,
City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

JUDGE

Julie Escalante

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, _____, the undersigned notary public, on this day
personally appeared _____,

_____ known to me;
_____ proved to me on the oath of _____; or
_____ proved to me through his/her current _____
{description of identification card or other document issued by the federal
government or any state government that contains the photograph and signature of
the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 202_.

Notary Public in and for the State of
Texas
My commission expires: _____

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CITY COUNCIL MEETING

8.1.

Meeting Date: 02/12/2026

Subject: Windstorm Insurance Coverage Contract

Prepared for: Joey Lopez, Human Resources

Prepared by: Ava Hudnall, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing Alliant Insurance Services, as broker, to place the City's windstorm and hail coverage through the AmRisc Group for City-owned properties and equipment located in Chambers County.

PREFACE

This proposed ordinance authorizes Alliant Insurance Services, Inc., as broker, to place the City's windstorm & hail coverage through the AmRisc Group for City-owned properties located in Chambers County in an amount not to exceed \$200,416.00 for \$46 million in coverage. The City maintains property insurance for all City-owned properties through coverage provided by the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), but TMLIRP excludes windstorm coverage for properties located in Chambers County. Chambers County is designated a Tier 1 coastal county by the Texas Department of Insurance. Tier 1 counties are considered high-risk wind zones and are subject to windstorm insurance requirements. Alliant Insurance Services, Inc., markets the policy each year at the time of renewal.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 10001099-54041
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$200,416.00
Fiscal Impact (Additional Information):

Attachments

Ordinance-Alliant Windstorm
Windstorm Policy Proposal
Affidavit of Ownership - Alliant
Form 1295 - Alliant
COB Statement of Values
Code Verification Form - Alliant
Alliant COI
Indebtedness

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING ALLIANT INSURANCE SERVICES, AS BROKER, TO PLACE THE CITY'S WINDSTORM COVERAGE THROUGH AMRISE GROUP FOR CITY OWNED PROPERTIES AND EQUIPMENT LOCATED IN CHAMBERS COUNTY IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED THOUSAND, FOUR-HUNDRED, SIXTEEN DOLLARS (\$200,416.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes Alliant Insurance Services, as broker, to place the City's Windstorm Coverage through AmRise Group for City owned properties and equipment located in Chambers County.

Section 2: That the City Council of the City of Baytown authorizes payment in an amount not to exceed TWO-HUNDRED THOUSAND, FOUR-HUNDRED, SIXTEEN DOLLARS (\$200,416.00) for the services and coverage associated with the City's Windstorm Coverage authorized in Section 1 hereof.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



City of Baytown

Properties & Contents contained in
Chambers County



Windstorm and Hail Insurance Proposal

Presented by:
Rick Pray and Scott McNea

Date Presented: January 26, 2026

Alliant Insurance Services, Inc.
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
O 949 756 0271

CA License No. 0C36861

www.alliant.com

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Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantage

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

Carleen Patterson
Senior Vice President

Carleen.patterson@alliant.com

Phone: 214 973 9811

Scott McNea
Vice President

Scott.McNea@alliant.com

Phone: 210 722 2469

Ricky Pray
Associate Producer

Ricky.Pray@alliant.com

Phone: 415 733 7088

Elizabeth Gibbons
Assistant Account Manager

Elizabeth.gibbons@alliant.com

Phone: 949 660 8164

Named Insured

City of Baytown, TX

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Values:

• Building	\$22,894,075
• Contents/BPP	\$22,596,924
• Other	\$833,547
• BI	\$0
Sum of TIV	\$46,326,546

Premium Summary

Coverage	Premium*	
Windstorm and Hail	\$	174,494.00
Carrier Fees	\$	3,873.00
Est. TX SL Taxes	\$	8,722.00
TOTAL	\$	187,089.00
Year over Year Savings		

Coverage Terms

- Policy Term: 2/17/26 – 2/17/27
- Perils Covered : Wind and Hail Only
- Limit of Liability = \$25,000,000, excess of “deductible”.
 - Limits of Liability: As per schedule, NOT Blanket.
- Deductibles:
 - Named Storm Deductible =
 - 5% of TIV, subject to a minimum of \$100,000.00
 - All other Wind Deductible:
 - 1% of TIV, subject to a minimum of \$100,000.00

Deductible is per Occurrence, unless stated otherwise.

Policy EXCLUDES Flood, including flood from storm surge

Payment Terms

- Premium is due within 30 days of policy inception
- Agency Bill
- Payment Plan: Annual

Coverage Options:

Coverage Option No. 1: Full Limit	Premium*	
Windstorm and Hail Limit = \$46,326,546 Named Storm Deductible = 5% TIV, subject to a minimum of \$100,000 All other Wind & Hail Deductible = 1% TIV, subject to a minimum of \$100,000	\$	187,200.00
Estimated Carrier Fees & Taxes	\$	13,216.00
TOTAL	\$	200,416.00
Year Over Year Savings	\$	(23,518.00)

Extensions and Sublimits:

• Earth Movement per occ & ann aggr for all Locations combined; subject to:	Not Covered
○ Earth Movement per occ & ann aggr: CA, AK & HI	Not Covered
○ Earth Movement per occ & ann aggr: OR & WA	Not Covered
○ Earth Movement per occ & ann aggr: New Madrid	Not Covered
• Flood, per occ & ann aggr for all Locations combined; subject to:	Not Covered
○ Flood, per occ & ann aggr: Zones A & V	Not Covered
• Accounts Receivable	\$1,000,000
• Civil or Military Authority, the lesser of	Not Covered
• Contingent Time Element; the lesser of	Not Covered
• Contractors Equipment; unscheduled: owned, leased, rented or borrowed	\$100,000
• Any One Item	\$25,000
• Course of Construction	\$250,000
• Course of Construction Soft Costs	\$25,000
• Debris Removal; the lesser of	25% / \$5,000,000
• Electronic Data and Media	\$100,000
• Errors or Omissions	\$25,000
• Extended Period of Indemnity	Not Covered
• Not Covered Extra Expense	\$100,000
• Expediting Expense	\$10,000
• Fine Arts	\$250,000
• Fire Brigade Charges	\$100,000
• Fungus, Molds, Mildew, Spores, Yeast (per occ/ann aggr)	\$15,000
• Ingress/Egress	Not Covered
• Leasehold Interest	\$100,000
• Limited Pollution Coverage (Annual Aggregate)	\$100,000
• Lock Replacement	\$25,000
• Miscellaneous Unnamed Locations	\$100,000
• Newly Acquired Property	60 days max \$1,000,000
• Ordinance or Law:	
○ Coverage A:	Incl in Bldg Limit
○ Coverage B:	10% per bldg, max \$1.0M per occ
○ Coverage C:	Included in Coverage B

○ Coverage D:	Included in the TE, if covered
○ Coverage E	Included in the Bldg. Limit
• Ordinary Payroll	Not Covered.
• Plants, lawns, trees or shrubs	\$100,000
○ Any one plant, lawn, tree or shrub	\$25,000
• Professional Fees (Annual Aggregate)	\$100,000
• Reclaiming, restoring or repairing land improvements	\$10,000
• Reward Reimbursement	\$25,000
• Royalties	Not covered
• Service Interruption (72-hr qualifying period)	\$100,000
• Solar Power Systems	\$25,000
• Spoilage	\$25,000
• Time Element Monthly Limitation	N/A
• Transit	\$100,000
• Underground pipes, flues & drains	\$50,000
• Valuable Papers and Records	\$1,000,000
• Wind Drive Precipitation	\$500,000

Terms and Conditions:

Specific Terms and Conditions:

Percent deductibles are per occurrence, per Location.

Coverage explicitly excludes all Flood including but not limited to Flood during windstorm events.

Limits are as per Schedule by Building, NOT blanket.

All Buildings with outstanding damage are excluded. Contact underwriter if waiver needed.

Roof coverings to be ACV if originally installed or last fully replaced prior to 2013

Coverage excludes all loss or damage directly or indirectly caused by any Named Storm in existence at time of written request to bind or inception of any new or additional exposure.

Cosmetic Roof Damage Restriction AR CRD applies.

Standard Terms and Conditions:

Any Additional or Return premium under \$500 shall be waived, except for new perils or coverages added.

This quote is subject to acceptance both sides with NO COVER GIVEN.

Severe cancellation penalties apply to CAT exposed property.

Warranties:

Warrant no losses last 5 years on properties to be covered unless specified in Property Application.

Warrant no Exterior Insulation Finish System (EIFS) Construction.

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Request to Bind Coverage

City of Baytown, Tx

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Windstorm and Hail	☒
Coverage Option No. 1= Full Limit of Liability to \$46,326,546	☒

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
☐	☒

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.

City of Baytown

Address	County	Occupancy	Year Built	Square Feet	Building	Contents	Construction Type	EC Symbol	Flood Zone	EC Territory
10018 Crystal Blvd	Chambers	Tanglewilde 10HP Lift Station	2013		73,956	0	Minimum	Minimum	X	SC2
10117 Gloria Ln	Chambers	Julie Ann Villa 15HP Lift Station	2013		99,751	0	Minimum	Minimum	X	SC2
10166 Pinehurst Dr	Chambers	Fire Station #6/with Extras	2011	9,722	2,809,025	319,815	Joisted Masonry	Ordinary Masonry	AE	SC2
105 1/2 Staples Dr	Chambers	Staples 10HP Lift Station	2011		73,956	0	Minimum	Minimum	X	SC2
201 Lincoln Cedars Dr	Chambers	Pavilion #1	2001	192	7,838	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Pavilion #2	2001	192	7,838	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Pavilion #3	2001	192	7,838	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Pavilion #4	2001	192	7,838	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Large Pavilion #1	2001	396	16,270	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Large Pavilion #2	2001	396	16,270	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Large Pavilion #3	2001	396	16,270	0	Frame	Ordinary	X	SC2
201 Lincoln Cedars Dr	Chambers	Flood Lights		0	13,313	0	Non-Combustible	Minimum	X	SC2
201 Lincoln Cedars Dr	Chambers	Fences		0	1,248	0	Non-Combustible	Minimum	X	SC2
201 Lincoln Cedars Dr	Chambers	Playground Equipment		0	53,219	0	Frame	Minimum	X	SC2
201 Lincoln Cedars Dr	Chambers	Park Sign	2011		2,959	0	Minimum	Minimum	X	SC2
227 1/2 FM 565 S	Chambers	FM 565 20HP Lift Station	2011		162,705	0	Minimum	Minimum	X	SC2
5607 1/2 W Twisted Oak St	Chambers	Cedar Bend 6HP Lift Station	2013		88,749	0	Minimum	Minimum	A	SC2
5801 Cedar View Dr	Chambers	Landing @ Cedar 20HP Lift Station	2013		29,584	0	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Ground Storage Tank (1.5M Gal)	2020		2,068,564	31,982	Masonry Non-Combustible	Minimum	X	SC2
7444 FM 1405	Chambers	Stormwater Pump Station (19.5K Gal)	2020		238,132	320,455	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Primary Elect Building	2020	3,043	437,328	1,045,642	Masonry Non-Combustible	Ordinary Masonry	X	SC2
7444 FM 1405	Chambers	High Service Pump Station	2020		365,822	552,256	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	HSPS Electrical Building	2020	934	218,232	518,100	Masonry Non-Combustible	Ordinary Masonry	X	SC2
7444 FM 1405	Chambers	Emergency Generator	2020	396	2,199,569	0	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Backwash EQ Basin & Pump Station (630K Gal)	2020		903,642	409,108	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Sanitary Sewer Lift Station (3.8K Gal)	2020		74,558	293,974	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Transfer Pump Station (75.683K Gal)	2020		638,644	861,709	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Self Backwash Filter System	2020	3,176	2,222,785	3,184,718	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Disinfection Basin	2020	2,025	1,545,868	539,208	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Pulsed Bed Clarifier & Sludge Pump	2020	3,267	2,233,068	1,982,853	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Admin (Operations) Building	2020	18,554	3,648,566	8,571,397	Masonry Non-Combustible	Ordinary Masonry	X	SC2
7444 FM 1405	Chambers	Low Lift Pump Station/Metering Station	2020		991,876	2,421,000	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	LLPS Electrical Building	2020	924	175,282	492,131	Masonry Non-Combustible	Ordinary Masonry	X	SC2
7444 FM 1405	Chambers	Raw Water Intake & Meter Station	2020		441,108	683,509	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Recycle Pump Station (5.27K Gal)	2020		111,107	237,303	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Sludge Lagoon (3.1M Gal)	2020		216,906	77,395	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Forebay (19M Gal)	2020		530,656	41,576	Minimum	Minimum	X	SC2
7444 FM 1405	Chambers	Security Fence (7551 LFt)	2020		205,629	0	Non-Combustible	Minimum	X	SC2
7444 FM 1405	Chambers	(21) Security Lights	2020		559,179	0	Minimum	Minimum	X	SC2
9510 Bayou Woods Dr	Chambers	Pinehurst #2 105HP Lift Station	2011		73,956	0	Minimum	Minimum	X	SC2
9707 Crystal Blvd	Chambers	Tanglewilde II 10HP Lift Station	2013		73,956	0	Minimum	Minimum	X	SC2
9940 Lynnwood Dr	Chambers	Lynnwood 10HP Lift Station	2013		66,562	12,793	Minimum	Minimum	AE	SC2

23,729,622
46,326,546

22,596,924

360771901
12.84%

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Windstorm Insurance Coverage Contract

Project Name:

Company Name: Alliant Insurance Services, Inc

Department: Human Resources

Date: 02/02/2026

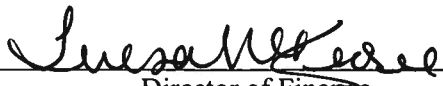
Council Date: 02/12/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

 02/02/2026
Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

8. m.

Meeting Date: 02/12/2026

Subject: Consider and ordinance for the second renewal of the As-Needed Sludge, Grit & Debris Removal Contract at Treatment Plants and Lift Stations

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Millie Velazquez, Finance

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the second renewal of the As-Needed Sludge, Grit & Debris Removal Contract at Treatment Plants and Lift Stations with Magna Flow Environmental, Inc.

PREFACE

This proposed ordinance renews the As-Needed Sludge, Grit & Debris Removal Contract at Treatment Plants and Lift Stations with Magna Flow Environmental, Inc., for an amount not to exceed \$925,000.00.

The City recommends renewing the project to Magna Flow Environmental, Inc., for an amount not to exceed \$925,000.00, as the best value to the City. Magna Flow Environmental, Inc. has performed this work in an exceptional manner for the City and is the best qualified to do the work.

This contract is for one (1) year, with four (4) possible annual renewals for a maximum of five (5) years.

Fiscal Impact

Fiscal Year: 2026-2027
Acct Code: 51003170-54007
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$925,000.00
Fiscal Impact (Additional Information):
FY2026: \$425,000.00
FY2027: \$500,000.00

Attachments

Ordinance Authorizing Second Renewal of As-Needed Sludge Grit and Debris Removal Contract
Original Agreement
CIQ
Price list
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SECOND RENEWAL OF THE CONTRACT WITH MAGNA FLOW ENVIRONMENTAL, INC., FOR THE AS-NEEDED SLUDGE, GRIT, AND DEBRIS REMOVAL AT TREATMENT PLANTS AND LIFT STATIONS; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$925,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby approves the Second Renewal of the contract with Magna Flow Environmental, Inc., for As-Needed Sludge, Grit, and Debris Removal at Treatment Plants and Lift Stations, and authorizes payment in an amount not to exceed NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$925,000.00) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

AGREEMENT FOR THE PURCHASE OF AS-NEEDED SERVICES FOR SLUDGE,
SAND/GRIT & DEBRIS REMOVAL FOR TREATMENT PLANTS AND LIFT STATIONS
SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Magna Flow Environmental Inc. (hereinafter "Vendor") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Vendor Fees

- a. This Agreement authorizes Vendor to perform Specify Type of Service to be Performed services for State the Purpose, Project, Location, etc. of the Work (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."
- b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:
 - ☐ upon completion of the Work in accordance with this Agreement, including Exhibits;
 - ☒ Twelve (12)) months/days following execution by the City Manager or his designee, allowing for up to 4 (four) annual renewals;
 - ☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.
- c. The scope of the Work is detailed in Exhibit "A."
- d. The time schedules for the Work are specified in Exhibit "B."
- e. Each of these Exhibits "A" through "B" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Fees

- a. The City shall pay the Vendor based upon detailed invoices submitted by the Vendor based upon the following:
 - i. As-Needed Service for Sludge, Sand/Grit and Debris Removal for Treatment Plants and Lift Stations for and on Behalf of the City\$925,000.00
 - ii. Description of work or services \$Dollar Amount.Cents

iii.	Description of work or services	\$Dollar Amount.Cents
iv.	Description of work or services	\$Dollar Amount.Cents
v.	Description of work or services	\$Dollar Amount.Cents
vi.	Total Not to Exceed.....	\$925,000.00

- b. If this Agreement allows for annual renewals, Compensation and Fees ☐ shall / ☐ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.
- c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.
- d. Vendor shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.
- f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

- a. Vendor's Project Manager
Vendor shall designate Project Manager's Name, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. Data on Vendor's Employees
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

- d. Rejection of Vendor's Employees
The City reserves the right to approve or reject from the Work any employees of Vendor.

4. Designation and Duties of the City's Representative

- a. The Director of Department Name or his/her designee shall act as the City's Representative.
- b. The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.
 - ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.
 - iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Vendor if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than

those in the above-listed codes and regulations. Vendor shall state the alternative codes and regulations used.

- iv. Vendor agrees the services it provides as an experienced and qualified Insert type of business will reflect the professional standards, procedures and performances common in the industry for this project. Vendor further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.
- v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

Vendor shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

7. Insurance

Vendor shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Vendor, its agents, representatives, volunteers, employees or subcontractors.

- a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

- i. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000

- Waiver of Subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - ii. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
 - iii. Errors and Omissions
 - Limit: \$1,000,000 for this project
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project
 - Waiver of Subrogation required
 - iv. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required
- b. The following shall be applicable to all policies of insurance required herein:
- i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
 - iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
 - v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.
 - vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

- viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND

**THE ACTION OR PROCEEDING BY LEGAL COUNSEL
ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED
HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR
EXPIRATION OF THIS AGREEMENT.**

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Vendor's services to be performed hereunder. This release shall apply with respect to Vendor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors

Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors. A copy of all proposed contracts with subcontractors shall be given to the City before execution of such contracts.

10. Termination of Vendor

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager or his designee to Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Vendor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Vendor;
- (d) the dissolution of Vendor;
- (e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete the Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the

notice of termination, Vendor shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Vendor shall also tender to the City's Representative all of Vendor's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Vendor under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate Work on the Project that is subject to this Agreement.

12. Supervision of Vendor

Vendor is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Vendor under the terms of this Agreement.

13. Billing

The City shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the Work or services performed and the date(s) of such Work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall invoice the City for Work performed no more than once a month and may not invoice the City for Work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. Indebtedness

If Vendor, at any time during the term of this Agreement, incurs a debt, as that word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Vendor has incurred a debt, the City's Director of Finance shall immediately notify Vendor in writing. If Vendor does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Vendor under this Agreement, and Vendor waives any recourse therefor.

15. Verifications

If Vendor has ten (10) or more full-time employees and Vendor's total compensation under this Agreement has a value of One Hundred Thousand Dollars (\$100,000.00) or more, Vendor makes

the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Vendor does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

17. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Magna Flow Environmental Inc.
Attn: Clay Hoffpauir
14915 Highway 59 North
Humble, TX 77396

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Vendor and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Vendor's performance of its services hereunder, and no right to assert a claim against Vendor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Vendor's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Vendor hereby agree that no claim or dispute between the City and Vendor arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Vendor consents to be joined in the arbitration proceeding if Vendor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

20. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

21. Complete Agreement

This Agreement represents the entire and integrated Agreement between the City and Vendor in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Vendor accept and agree to these terms.

22. No Assignment

Vendor may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager or his designee of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

24. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

25. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of _____, 20__, the date of execution by the City Manager or his designee of the City of Baytown.

CITY OF BAYTOWN

JASON E. REYNOLDS, City Manager

ATTEST:

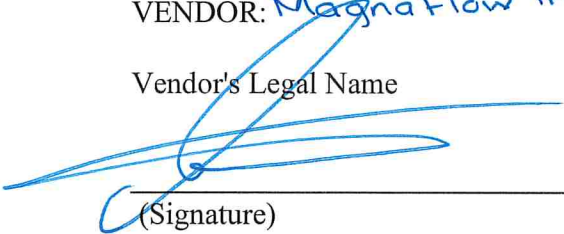
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

VENDOR: MagnaFlow International, Inc

Vendor's Legal Name


(Signature)

Clay Holtzman
(Printed Name)

Vice President of Operations
(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Clay Hoffpauir, in his/her capacity as Vice President of Operations, on behalf of Magna Flow Environmental

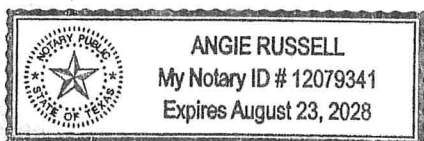
- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 19th day of May, 2025.

Angie Russell
Notary Public in and for the State of Texas



ORDINANCE NO. 16,114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FIRST RENEWAL OF THE CONTRACT WITH MAGNA FLOW ENVIRONMENTAL, INC., FOR THE AS-NEEDED SLUDGE, GRIT, AND DEBRIS REMOVAL AT TREATMENT PLANTS AND LIFT STATIONS; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$925,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

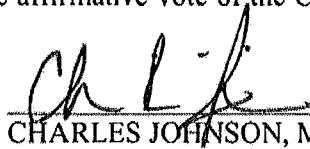
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby approves the first renewal of the contract with Magna Flow Environmental, Inc., for as-needed sludge, grit, and debris removal at treatment plants and lift stations, and authorizes payment of an amount not to exceed NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$925,000.00) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

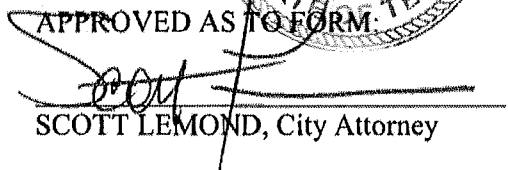
INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of April, 2025.


CHARLES JOHNSON, Mayor

ATTEST:


ANGELA JACKSON, City Clerk

APPROVED AS TO FORM


SCOTT LEMON, City Attorney

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Magna Flow Environmental, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

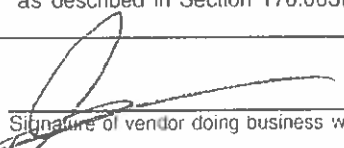
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

1/16/25
Date

Kenya.Small

From: Angie Russell <Angie.Russell@magna-flow.com>
Sent: Monday, December 29, 2025 11:23 AM
To: Kenya.Small
Subject: RE: Annual Contract Renewal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kenya,

Our current pricing will remain the same for 2026. We would love to renew, should the bid tabulation be updated to reflect those numbers?

Thank you,

Angie Russell

Controller

Magna Flow Environmental, Inc.
14915 Highway 59 North
Humble, TX 77396

☎ 281-448-8585

🌐 www.magna-flow.com



This e-mail may contain or attach privileged, confidential or protected information intended only for the use of the intended recipient. If you are not the intended recipient, any review or use of it is strictly prohibited. If you have received this e-mail in error, you are required to notify the sender, then delete this email and any attachment from your computer and any of your electronic devices where the message is stored.

From: Kenya.Small <Kenya.Small@baytown.org>
Sent: Wednesday, December 10, 2025 1:10 PM
To: Angie Russell <Angie.Russell@magna-flow.com>
Subject: Annual Contract Renewal

External Sender: Use caution with links/attachments.

Magna Flow Environmental
14915 Highway 59 N.
Humble, TX 77396

December 10, 2025

RE: Sludge, sand/grit & debris removal for treatment plants and lift stations

Hello Angie,

I hope all is well. As a courtesy, I wanted to notify you that your current contract with the City is set to expire in **April 30, 2026**. At this time, we would like to confirm whether you are interested in renewing the contract for an additional term, **May 1, 2026-April 30, 2027**.

If you would like to renew, please let us know **whether there will be any changes to your pricing, if so please send the current list**. This information will help us move forward with the renewal process and ensure continuity of services.

Please reply at your earliest convenience so we can plan accordingly.

Thank you,



Kenya Small, CTCD, CTCM, CPPM

Purchasing Manager

Finance | City of Baytown

2401 Market Street, Baytown, Texas 77520

Office: 281-420-6525 | Cell: 832-784-6308

Check out the latest Baytown Voice magazine!

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Annual Sludge & Debris Removal

Project Name:

Company Name: Magna Flow Environmental, Inc

Department: Wastewater Treatment Plants

Date: 02/02/2026

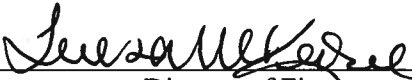
Council Date: 02/12/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

 02/02/2026
Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

8. n.

Meeting Date: 02/12/2026

Subject: Consider an Ordinance renewing the Annual Nuisance Abatement Mowing Contract for the Health Department

Prepared for: Teresa McKenzie, Finance

Prepared by: Nubia Rodriguez, Finance

Department: Finance

Information

ITEM

Consider an ordinance authorizing the second renewal of the Annual Nuisance Abatement Mowing Contract with McLemore Building Maintenance, Inc. and Greenscapes Six, LLC.

PREFACE

This proposed ordinance authorizes the second renewal of the Annual Nuisance Abatement Mowing Contract for the Health Department for an amount not to exceed \$275,000 with McLemore Building Maintenance and Greenscapes Six LLC. This is the abatement contract used by the Health Department for lot mowing and site cleanup. Due to the sporadic nature and number of work orders necessary to be processed during peak season, more than one contractor is required to perform mowing services. The contract has fixed rates and includes disposal reimbursement for site cleanup. The amount of the award is an estimated amount and allows for renewals with future consumer price index increases if requested by the contractors, but no CPI was issued for this renewal period.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 10004011-54031
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$141,900
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10004011-54031
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: N
Amount Needed: \$133,100
Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing 2nd Renewal of Mowing Contract
Agreement
Indebtedness Certification
Agreement-Greenscape

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL NUISANCE ABATEMENT MOWING CONTRACTS WITH MCLEMORE BUILDING MAINTENANCE, INC. AND GREENSCAPES SIX, LLC; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS McLemore Building Maintenance, Inc., and Greenscapes Six, LLC were awarded the Annual Nuisance Abatement Mowing Contract on June 22, 2023; and

WHEREAS, such contract may be renewed for additional one-year periods; and

WHEREAS, McLemore Building Maintenance, Inc. and Greenscapes Six, LLC have each indicated their willingness to renew their respective contracts for an additional year under the same terms and conditions; with no Consumer Price Index increase; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby renews the Annual Nuisance Abatement Mowing Contract with McLemore Building Maintenance, Inc., and Greenscapes Six, LLC, respectively, in an amount not to exceed TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2025.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-2-12\Ordinance.2nd renewal.Nuisance Abatement Mowing.McLemore and Greenscapes.kh.docx

AGREEMENT FOR AS-NEEDED ANNUAL NUISANCE ABATEMENT SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between McLemore Building Maintenance, Inc (hereinafter "Vendor") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Vendor Fees

- a. This Agreement authorizes Vendor to perform Nuisance Abatement Mowing services for city locations (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."
- b. This Agreement shall commence on the date of execution by the City Manager and (if not terminated in accordance with paragraph 10) shall terminate:
 - ☐ upon completion of the Work in accordance with this Agreement, including Exhibits:
 - ☒ Twelve (12) months following execution by the City Manager, allowing for up to Four (4) annual renewals;
 - ☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits: (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager, allowing for up to number of renewals (spelled out) annual renewals.
- c. The scope of the Work is detailed in Exhibit "A."
- d. The time schedules for the Work are specified in Exhibit "B."
- e. Each of these Exhibits "A" through "B" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Fees

- a. The City shall pay the Vendor based upon detailed invoices submitted by the Vendor based upon the following:
 - i. See Exhibit B \$Dollar Amount.Cents
 - ii. Description of work or services \$Dollar Amount.Cents
 - iii. Description of work or services \$Dollar Amount.Cents
 - iv. Description of work or services \$Dollar Amount.Cents
 - v. Description of work or services \$Dollar Amount.Cents
 - vi. **Total (not to exceed)**.....\$275,000.00

- b. If this Agreement allows for annual renewals, Compensation and Fees ☒ shall / ☐ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.
- c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.
- d. Vendor shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.
- f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

- a. Vendor's Project Manager
Vendor shall designate Richard Rodriguez, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. Data on Vendor's Employees
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.
- d. Rejection of Vendor's Employees
The City reserves the right to approve or reject from the Work any employees of Vendor.

4. Designation and Duties of the City's Representative

- a. The Director of Health or his/her designee shall act as the City's Representative.
- b. The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.
 - ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.
 - iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Vendor if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Vendor shall state the alternative codes and regulations used.
 - iv. Vendor agrees the services it provides as an experienced and qualified Nuisance Abatement Mowing will reflect the professional standards.

procedures and performances common in the industry for this project. Vendor further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.

- v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

Vendor shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

7. Insurance

Vendor shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Vendor, its agents, representatives, volunteers, employees or subcontractors.

- a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

- i. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required
 - Coverage shall be broad form

- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - ii. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
 - iii. Errors and Omissions
 - Limit: \$1,000,000 for this project
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project
 - Waiver of Subrogation required
 - iv. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required
- b. The following shall be applicable to all policies of insurance required herein:
 - i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
 - iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
 - v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.
 - vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

- viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL

**ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED
HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR
EXPIRATION OF THIS AGREEMENT.**

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Vendor's services to be performed hereunder. This release shall apply with respect to Vendor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors

Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors. A copy of all proposed contracts with subcontractors shall be given to the City before execution of such contracts.

10. Termination of Vendor

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Vendor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Vendor;
- (d) the dissolution of Vendor;
- (e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete the Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Vendor shall submit a final statement showing in detail the services

satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Vendor shall also tender to the City's Representative all of Vendor's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Vendor under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate Work on the Project that is subject to this Agreement.

12. Supervision of Vendor

Vendor is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Vendor under the terms of this Agreement.

13. Billing

The City shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the Work or services performed and the date(s) of such Work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall invoice the City for Work performed no more than once a month and may not invoice the City for Work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. Indebtedness

If Vendor, at any time during the term of this Agreement, incurs a debt, as that word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Vendor has incurred a debt, the City's Director of Finance shall immediately notify Vendor in writing. If Vendor does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Vendor under this Agreement, and Vendor waives any recourse therefor.

15. Verifications

If Vendor has ten (10) or more full-time employees and Vendor's total compensation under this Agreement has a value of One Hundred Thousand Dollars (\$100,000.00) or more, Vendor makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Vendor does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

17. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

McLemore Building Maintenance, Inc
Richard Rodriguez
110 Fargo St
Houston, TX 77006

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Vendor and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Vendor's performance of its services hereunder, and no right to assert a claim against Vendor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Vendor's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Vendor hereby agree that no claim or dispute between the City and Vendor arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Vendor consents to be joined in the arbitration proceeding if Vendor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

20. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

21. Complete Agreement

This Agreement represents the entire and integrated Agreement between the City and Vendor in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Vendor accept and agree to these terms.

22. No Assignment

Vendor may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

24. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

25. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 13th day of June, 2023 the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

J. E. Reynolds
JASON E. REYNOLDS, City Manager

ATTEST:

Angela Jackson
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

Scott Lemond
SCOTT LEMON, City Attorney

VENDOR:

Richard Rodriguez

Richard B. Rodriguez
(Signature)

Richard Rodriguez

(Printed Name)

President

(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Richard Rodriguez in his/her capacity as President, on behalf of McLemore Building Maintenance, Inc.

- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 6th day of June, 2023.

Notary Public in and for the State of Texas

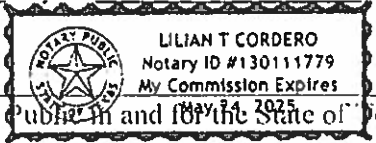
 LILIAN T CORDERO
Notary ID #130111779
My Commission Expires May 24, 2025

EXHIBIT A

SCOPE OF WORK

ANNUAL NUISANCE ABATEMENT MOWING CONTRACT

SCOPE: It is the intention of this process to solicit up to two qualified contractors to provide cleanup and mowing services as needed for the City of Baytown according to the specifications described herein. The City of Baytown seeks qualified contractors for the annual nuisance abatement mowing contract. The purpose of these specifications is to describe the minimum requirements of the City of Baytown for an annual clean-up and mowing services contract. The expected expenditures during the term of this contract are estimated at **\$275,000.00** contingent on funding. This estimate is for acquainting the contractor with probable dollar amounts to be expected during the contract period. This estimate is not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage; and for large projects that occur the City of Baytown reserves the right to go out for bids.

COOPERATIVE PURCHASING: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Baytown and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Baytown shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Contract Period/Renewal Options: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. This contract will be in effect from **July 1, 2023 through June 30, 2024**. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the written agreement between both the City and the contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

DESCRIPTION: The City of Baytown has affixed a specific rate for each service required during the term of this contract. The rate specified on the Invitation to Bid will remain firm during the first twelve months of this contract. This is an "on demand" requirements contract. A maximum of two (2) qualified contractors will be chosen according to best value as described in the evaluation criteria. Contractors will be notified when work orders are ready on a rotating basis. Contractor shall review the attached sample contract in detail. Contractor shall sign the Invitation to Bid and by so doing shall agree to comply with the attached contract.

All items on the Invitation to Bid shall be awarded as a whole, to up to two (2) contractors. Each contractor will be expected to perform all services as required when called. **No pass**

will be allowed. A contractor's refusal to perform services when called within the time allotted may be terminated from the rotation list. Rates for each item shall include all pick-up, removal, disposal, landfill, labor, materials, equipment usage, travel costs and fees, if any, required to complete the services.

Item #1-Clean-up Services are for cleanup above and beyond the normal clean-up of debris as required by Items #2, #3, and #4. Each item is described more fully as follows:

1. Hourly rate for clean-up services. For the purposes of this contract, Director shall be interpreted to mean Health Department Director or designee throughout the remainder of this contract. A per hour charge may be charged for these services. **CONTRACTOR SHALL UTILIZE A MINIMUM TWO (2) PERSON CREW FOR EACH CLEAN-UP WORK ORDER.** Clean-up services shall refer to all cleaning, clearing, and/or work activities requested by the Director to be performed by the Contractor on an assigned Property. Services are requested by the issuance of a work order. Activities shall include, but not be limited to, the removal of rubbish, junk, tires, scrap metal, debris, building/remodeling materials, discarded appliances, etc.; as well as all items and materials identified by the Director as garbage, trash, litter, & etc. Activities shall include, but not be limited to, bush trimming, tree trimming, weed eating, brush clearing, removal of trees and tree limbs, and adding backfill material and laying sod as needed. All requests for clean-up services shall require the Contractor to pick-up and remove all litter and miscellaneous debris from the assigned Property prior to exiting Property to start another work order. Clean-up services do not include mowing; if mowing services are required a separate mowing work order will be issued. **A 2 HOUR MAXIMUM WILL BE ALLOWED FOR EACH CLEAN-UP WORK ORDER UNLESS OTHERWISE INDICATED IN THE WORK ORDER AUTHORIZING THE HOURLY WORK.**

ALL COSTS REQUIRE RECEIPT VERIFICATION TO BE ELIGIBLE FOR REIMBURSEMENT.

2. Lots (less than 1/2 acre) are to be charged per lot pricing. Lot shall be cleaned of all debris and litter prior to mowing including mowing, edging on street and/or sidewalk, trimming all fence lines and around trees. This item will include all necessary landscaping and or grooming of the property to be visibly appealing to the eye. Grass clippings and/or small limbs shall be removed from the lot. Contractor shall further make sure there is no debris including grass clippings left on the curb and road edge. Lot size is determined by appraisal district record and/or area measurements as determined by Health Department staff using data from the city Geospatial Information System (GIS).
3. Acreage (one-half (1/2) acre or more) is to be charged a per acre pricing, including mowing, edging on street and/or sidewalk, trimming all fence lines and around trees. Acreage may require a brush hog or large type mower, to be provided at Contractor's

sole costs and expense. Lot shall be cleaned of all debris and litter prior to mowing. After the first acre, all subsequent acres on an assigned Property are to be billed in half-acre increments. Contractor shall further make sure there is no debris including grass clippings left on the curb and road edge.

4. In addition, disposal and equipment rental costs will be reimbursed as agreed upon by the Director. Contractor will be reimbursed for disposal costs with receipt verification of actual cost. Any equipment rental costs to be incurred by Contractor must be approved in advance by Director.
5. In addition, every hour more than two (2) hours maximum as described above will be charged at \$50.00 per hour as agreed upon by the Director. In the event of a multiple hour clean up, additional 2-man crews may be deployed, when authorized, and the hourly rate charged concurrently, per crew. Contractor shall contact the Director for any questions regarding the work order. Contractor shall contact Director if time involved is insufficient, or unforeseen additional work causes time allotted to not be sufficient.
6. Pool Covering is to be charged per unit pricing to completely cover in-ground pools/spas. Standards for construction: 2" X 6" pressure treated pine framing with decking to be 3/4" pressure treated plywood. All framing shall be done to minimum safety standards. Installation of an 8" X 8" access panel with single hinge padlock hasp may be included. If required, the location of the access panel will be determined by city staff on a case by case basis.

REQUIREMENTS: Contractor shall be required to provide photographic documentation of services rendered. A minimum of two (2) pictures shall be attached to each work order submitted for payment, documenting the condition of the assigned Property immediately prior to and immediately after completion of the work order. Some work orders may require additional pictures to fully document services rendered. Photographic documentation shall be provided in digital format, using the .jpg, .jpeg, or .png file format. **All digital photos and/or image files shall carry an accurate time and date stamp.** Contractor shall be responsible for all costs associated with the taking and printing of pictures. Photographic documentation shall be attached to the work order return and shall be turned in to the Health Department after completion of work order to confirm inspection and payment for services rendered. Before and after photographs must coincide with the same direction, distance, and angle taken as the work order original photograph taken and all photos must be from the same prospective and must clearly reflect the property location and finished product. Each photograph must clearly identify the location and withstand any dispute as to whether the property was cleaned up and mowed "before and after" as described in the work order.

The City of Baytown shall order clean-up and mowing services on an "as needed basis." There are no set days or times when work orders are issued. The issuance of work orders will be dictated on a case by case basis with some days producing larger numbers of work orders and other days resulting in none. During the height of the mowing seasons, there are times

when more than 20 per day might be issued. The Health Department will issue all work orders via email. The Health Department will endeavor to provide work orders in same general areas when possible and will endeavor to provide multiple work orders at one time. However, contractor(s) shall be aware there may be a time when only one work order at a time is available during the mowing off-season. Work orders are issued on an as needed basis, and may be issued daily.

A Work order starts when the Health Department sends the work order via email. Contractor shall have responsibility to have reliable email, voice mail or answering service available. It will be the responsibility to provide the Health Department updated contact information at all times. Contractor shall provide contact information and keep it updated at all times with the Health Department.

CONTRACT

Contract Period/Renewal Options: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. This contract will be in effect from April 1, 2021 through March 31, 2022. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the written agreement between both the City and the contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

PROJECT PLAN

All bid submissions must contain a Project Plan. Your project plan will require the following information:

Contact Name

Contact Email

How you propose to complete the work order tasks once issued

Equipment to be used with approximate age of equipment

All relevant information related to past/present contracts that are/were similar in nature

Bid award: The City will conduct a comprehensive, fair, and impartial evaluation of all bids received in response to this Invitation to Bid. **The City of Baytown is entitled to reject any and all bids.** Each bid shall be analyzed to determine the overall best value to the City in compliance with Texas Local Government Code, Section § 252.043. In order to determine acceptable successful bidders offering the best value for the City, the following criteria will be considered:

Reputation of the bidder and the bidder's goods/service	35%
Quality of the bidder's goods or services	35%
Project Plan	30%

All rates **include** pick-up, removal, labor, materials, equipment usage, travel costs and time required to complete the requested services. All listed rates are per each work order.

All work orders issued by the Health Department must be completed within ten (10) calendar days. If a work order can not be completed in the ten (10) calendar days, a statement requiring notification must be sent to the Health Department Director or their designee. Reason(s) for not completing the work order in the allotted time must be given. The Health Director or their designee shall determine if additional time will be allotted to complete the work orders.

EXHIBIT B

1	Hourly rate for clean-up services, 2-man crew minimum, two hours maximum for most work orders unless authorized by department Director or designee	Fixed rate	\$100.00
2	Charge to mow, edge, weed eat, etc. per specifications for all lots LESS THAN ½ ACRE	Fixed Rate	\$100.00
3	Charge to mow acreage, ½ acre or more, edge, weed eat, etc. per specifications. For lot sizes greater than one acre, with fractions greater than ½ acre, may be rounded up to the next full acre	Fixed Rate	\$100.00
4	Disposal costs and/or equipment rental costs for clean-up, to be reimbursed as agreed upon by the department director or designee with proof of receipt	Varies	Varies
5	In addition, every hour more than the two hour maximum as described in item 1, will be charged at \$50.00 per hour, as agreed upon by the department director or designee. In the event of a multiple hour clean up, additional 2-man crews may be deployed, when authorized, and the hourly rate charged concurrently, per crew.	Fixed Rate	\$50.00
6	Charge, per specifications, to construct/install in-ground pool or spa covers	Fixed Rate	\$3200.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Nuisance Abatement Mowing

Project Name:

Company Name: McLemore Building Services

Department: Finance

Date: 01/21/2026

Council Date: 02/12/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

01/21/2026

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

- b. If this Agreement allows for annual renewals, Compensation and Fees ☒ shall / ☐ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.
- c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.
- d. Vendor shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.
- f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

- a. Vendor's Project Manager
Vendor shall designate Mike Archer, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. Data on Vendor's Employees
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.
- d. Rejection of Vendor's Employees
The City reserves the right to approve or reject from the Work any employees of Vendor.

4. Designation and Duties of the City's Representative

- a. The Director of Health or his/her designee shall act as the City's Representative.
- b. The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.
 - ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.
 - iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Vendor if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Vendor shall state the alternative codes and regulations used.
 - iv. Vendor agrees the services it provides as an experienced and qualified Nuisance Abatement Mowing will reflect the professional standards.

procedures and performances common in the industry for this project. Vendor further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.

- v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

Vendor shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

7. Insurance

Vendor shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Vendor, its agents, representatives, volunteers, employees or subcontractors.

- a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

- i. **Commercial General Liability**
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required
 - Coverage shall be broad form

- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - ii. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
 - iii. Errors and Omissions
 - Limit: \$1,000,000 for this project
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project
 - Waiver of Subrogation required
 - iv. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required
- b. The following shall be applicable to all policies of insurance required herein:
- i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
 - iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
 - v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.
 - vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

- viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL

**ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED
HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR
EXPIRATION OF THIS AGREEMENT.**

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Vendor's services to be performed hereunder. This release shall apply with respect to Vendor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors

Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors. A copy of all proposed contracts with subcontractors shall be given to the City before execution of such contracts.

10. Termination of Vendor

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Vendor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Vendor;
- (d) the dissolution of Vendor;
- (e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete the Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Vendor shall submit a final statement showing in detail the services

satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Vendor shall also tender to the City's Representative all of Vendor's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Vendor under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate Work on the Project that is subject to this Agreement.

12. Supervision of Vendor

Vendor is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Vendor under the terms of this Agreement.

13. Billing

The City shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the Work or services performed and the date(s) of such Work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall invoice the City for Work performed no more than once a month and may not invoice the City for Work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. Indebtedness

If Vendor, at any time during the term of this Agreement, incurs a debt, as that word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Vendor has incurred a debt, the City's Director of Finance shall immediately notify Vendor in writing. If Vendor does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Vendor under this Agreement, and Vendor waives any recourse therefor.

15. Verifications

If Vendor has ten (10) or more full-time employees and Vendor's total compensation under this Agreement has a value of One Hundred Thousand Dollars (\$100,000.00) or more, Vendor makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Vendor does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

17. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Greenscapes Six, LLC
Mike Archer
7020 FM 3180
Baytown, TX 77523

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Vendor and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Vendor's performance of its services hereunder, and no right to assert a claim against Vendor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Vendor's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Vendor hereby agree that no claim or dispute between the City and Vendor arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Vendor consents to be joined in the arbitration proceeding if Vendor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

20. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

21. Complete Agreement

This Agreement represents the entire and integrated Agreement between the City and Vendor in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Vendor accept and agree to these terms.

22. No Assignment

Vendor may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

24. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

25. Ambiguities

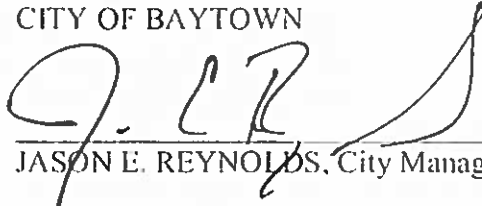
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26. Authority

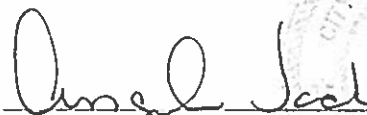
The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 23rd day of June, 2019, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN


JASON E. REYNOLDS, City Manager

ATTEST:


ANGELA JACKSON, City Clerk

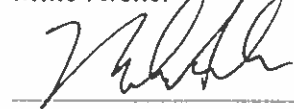


APPROVED AS TO FORM:


SCOTT LEMON, City Attorney

VENDOR:

Mike Archer


(Signature)

MIKE ARCHER
(Printed Name)

MIKE ARCHER
(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

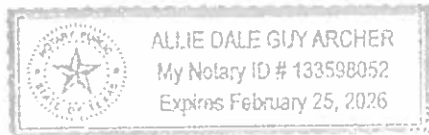
Before me on this day personally appeared MIKE ARCHER, in his/her capacity as MANAGING PARTNER, on behalf of GREENCAPES SIX, LLC.

- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 26 day of MAY, 2023



Allie Archer
Notary Public in and for the State of Texas

Mike Archer 5/26/2023
Mike Archer

EXHIBIT A

SCOPE OF WORK

ANNUAL NUISANCE ABATEMENT MOWING CONTRACT

SCOPE: It is the intention of this process to solicit up to two qualified contractors to provide cleanup and mowing services as needed for the City of Baytown according to the specifications described herein. The City of Baytown seeks qualified contractors for the annual nuisance abatement mowing contract. The purpose of these specifications is to describe the minimum requirements of the City of Baytown for an annual clean-up and mowing services contract. The expected expenditures during the term of this contract are estimated at **\$275,000.00** contingent on funding. This estimate is for acquainting the contractor with probable dollar amounts to be expected during the contract period. This estimate is not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage; and for large projects that occur the City of Baytown reserves the right to go out for bids.

COOPERATIVE PURCHASING: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Baytown and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Baytown shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Contract Period/Renewal Options: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. This contract will be in effect from **July 1, 2023 through June 30, 2024**. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the written agreement between both the City and the contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

DESCRIPTION: The City of Baytown has affixed a specific rate for each service required during the term of this contract. The rate specified on the Invitation to Bid will remain firm during the first twelve months of this contract. This is an "on demand" requirements contract. A maximum of two (2) qualified contractors will be chosen according to best value as described in the evaluation criteria. Contractors will be notified when work orders are ready on a rotating basis. Contractor shall review the attached sample contract in detail. Contractor shall sign the Invitation to Bid and by so doing shall agree to comply with the attached contract.

All items on the Invitation to Bid shall be awarded as a whole, to up to two (2) contractors. Each contractor will be expected to perform all services as required when called. **No pass**

will be allowed. A contractor's refusal to perform services when called within the time allotted may be terminated from the rotation list. Rates for each item shall include all pick-up, removal, disposal, landfill, labor, materials, equipment usage, travel costs and fees, if any, required to complete the services.

Item #1-Clean-up Services are for cleanup above and beyond the normal clean-up of debris as required by Items #2, #3, and #4. Each item is described more fully as follows:

1. **Hourly rate for clean-up services.** For the purposes of this contract, Director shall be interpreted to mean Health Department Director or designee throughout the remainder of this contract. **A per hour charge may be charged for these services.** **CONTRACTOR SHALL UTILIZE A MINIMUM TWO (2) PERSON CREW FOR EACH CLEAN-UP WORK ORDER.** Clean-up services shall refer to all cleaning, clearing, and/or work activities requested by the Director to be performed by the Contractor on an assigned Property. Services are requested by the issuance of a work order. Activities shall include, but not be limited to, the removal of rubbish, junk, tires, scrap metal, debris, building/remodeling materials, discarded appliances, etc.; as well as all items and materials identified by the Director as garbage, trash, litter, & etc. Activities shall include, but not be limited to, bush trimming, tree trimming, weed eating, brush clearing, removal of trees and tree limbs, and adding backfill material and laying sod as needed. All requests for clean-up services shall require the Contractor to pick-up and remove all litter and miscellaneous debris from the assigned Property prior to exiting Property to start another work order. **Clean-up services do not include mowing;** if mowing services are required a separate mowing work order will be issued. **A 2 HOUR MAXIMUM WILL BE ALLOWED FOR EACH CLEAN-UP WORK ORDER UNLESS OTHERWISE INDICATED IN THE WORK ORDER AUTHORIZING THE HOURLY WORK.**

ALL COSTS REQUIRE RECEIPT VERIFICATION TO BE ELIGIBLE FOR REIMBURSEMENT.

2. **Lots (less than 1/2 acre)** are to be charged per lot pricing. Lot shall be cleaned of all debris and litter prior to mowing including mowing, edging on street and/or sidewalk, trimming all fence lines and around trees. This item will include all necessary landscaping and or grooming of the property to be visibly appealing to the eye. Grass clippings and/or small limbs shall be removed from the lot. Contractor shall further make sure there is no debris including grass clippings left on the curb and road edge. **Lot size is determined by appraisal district record and/or area measurements as determined by Health Department staff using data from the city Geospatial Information System (GIS).**
3. **Acreage (one-half (1/2) acre or more)** is to be charged a per acre pricing, including mowing, edging on street and/or sidewalk, trimming all fence lines and around trees. Acreage may require a brush hog or large type mower, to be provided at Contractor's

sole costs and expense. Lot shall be cleaned of all debris and litter prior to mowing. After the first acre, all subsequent acres on an assigned Property are to be billed in half-acre increments. Contractor shall further make sure there is no debris including grass clippings left on the curb and road edge.

4. In addition, disposal and equipment rental costs will be reimbursed as agreed upon by the Director. Contractor will be reimbursed for disposal costs with receipt verification of actual cost. Any equipment rental costs to be incurred by Contractor must be approved in advance by Director.
5. In addition, every hour more than two (2) hours maximum as described above will be charged at \$50.00 per hour as agreed upon by the Director. In the event of a multiple hour clean up, additional 2-man crews may be deployed, when authorized, and the hourly rate charged concurrently, per crew. Contractor shall contact the Director for any questions regarding the work order. Contractor shall contact Director if time involved is insufficient, or unforeseen additional work causes time allotted to not be sufficient.
6. Pool Covering is to be charged per unit pricing to completely cover in-ground pools/spas. Standards for construction: 2" X 6" pressure treated pine framing with decking to be 1/4" pressure treated plywood. All framing shall be done to minimum safety standards. Installation of an 8" X 8" access panel with single hinge padlock hasp may be included. If required, the location of the access panel will be determined by city staff on a case by case basis.

REQUIREMENTS: Contractor shall be required to provide photographic documentation of services rendered. A minimum of two (2) pictures shall be attached to each work order submitted for payment, documenting the condition of the assigned Property immediately prior to and immediately after completion of the work order. Some work orders may require additional pictures to fully document services rendered. Photographic documentation shall be provided in digital format, using the .jpg, .jpeg, or .png file format. **All digital photos and/or image files shall carry an accurate time and date stamp. Contractor shall be responsible for all costs associated with the taking and printing of pictures.** Photographic documentation shall be attached to the work order return and shall be turned in to the Health Department after completion of work order to confirm inspection and payment for services rendered. Before and after photographs must coincide with the same direction, distance, and angle taken as the work order original photograph taken and all photos must be from the same perspective and must clearly reflect the property location and finished product. Each photograph must clearly identify the location and withstand any dispute as to whether the property was cleaned up and mowed "before and after" as described in the work order.

The City of Baytown shall order clean-up and mowing services on an "as needed basis." There are no set days or times when work orders are issued. The issuance of work orders will be dictated on a case by case basis with some days producing larger numbers of work orders and other days resulting in none. During the height of the mowing seasons, there are times

when more than 20 per day might be issued. The Health Department will issue all work orders via email. The Health Department will endeavor to provide work orders in same general areas when possible and will endeavor to provide multiple work orders at one time. However, contractor(s) shall be aware there may be a time when only one work order at a time is available during the mowing off-season. Work orders are issued on an as needed basis, and may be issued daily.

A Work order starts when the Health Department sends the work order via email. Contractor shall have responsibility to have reliable email, voice mail or answering service available. It will be the responsibility to provide the Health Department updated contact information at all times. Contractor shall provide contact information and keep it updated at all times with the Health Department.

CONTRACT

Contract Period/Renewal Options: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. This contract will be in effect from **April 1, 2021 through March 31, 2022**. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the written agreement between both the City and the contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

PROJECT PLAN

All bid submissions must contain a Project Plan. Your project plan will require the following information:

Contact Name

Contact Email

How you propose to complete the work order tasks once issued

Equipment to be used with approximate age of equipment

All relevant information related to past/present contracts that are/were similar in nature

Bid award: The City will conduct a comprehensive, fair, and impartial evaluation of all bids received in response to this Invitation to Bid. **The City of Baytown is entitled to reject any and all bids.** Each bid shall be analyzed to determine the overall best value to the City in compliance with Texas Local Government Code, Section § 252.043. In order to determine acceptable successful bidders offering the best value for the City, the following criteria will be considered:

Reputation of the bidder and the bidder's goods/service	35%
Quality of the bidder's goods or services	35%
Project Plan	30%

All rates **include** pick-up, removal, labor, materials, equipment usage, travel costs and time required to complete the requested services. All listed rates are per each work order.

All work orders issued by the Health Department must be completed within ten (10) calendar days. If a work order can not be completed in the ten (10) calendar days, a statement requiring notification must be sent to the Health Department Director or their designee. Reason(s) for not completing the work order in the allotted time must be given. The Health Director or their designee shall determine if additional time will be allotted to complete the work orders.

EXHIBIT B

1	Hourly rate for clean-up services, 2-man crew minimum, two hours maximum for most work orders unless authorized by department Director or designee	Fixed rate	\$100.00
2	Charge to mow, edge, weed eat, etc. per specifications for all lots LESS THAN ½ ACRE	Fixed Rate	\$100.00
3	Charge to mow acreage, ½ acre or more, edge, weed eat, etc. per specifications. For lot sizes greater than one acre, with fractions greater than ½ acre, may be rounded up to the next full acre	Fixed Rate	\$100.00
4	Disposal costs and/or equipment rental costs for clean-up, to be reimbursed as agreed upon by the department director or designee with proof of receipt	Varies	Varies
5	In addition, every hour more than the two hour maximum as described in item 1, will be charged at \$50.00 per hour, as agreed upon by the department director or designee. In the event of a multiple hour clean up, additional 2-man crews may be deployed, when authorized, and the hourly rate charged concurrently, per crew.	Fixed Rate	\$50.00
6	Charge, per specifications, to construct/install in-ground pool or spa covers	Fixed Rate	\$3200.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: As-Needed Annual Nuisance Abatement Mowing

Company Name: Greenscapes Six, LLC

Department: Health

Date: 6/8/23

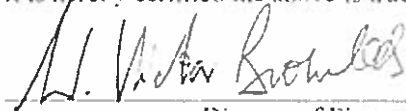
Council Date: 06/22/2023

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

6/8/23

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

Additional Named Insureds

Other Named Insureds

ABC Landscaping Service, Inc.

United Liability Company, Insured Multiple Names



CITY COUNCIL MEETING

8. o.

Meeting Date: 02/12/2026

Subject: Consider an ordinance for the award of the Annual Uniform and Floor Mat Rental Contract

Prepared for: Teresa McKenzie, Finance

Prepared by: Millie Velazquez, Finance

Department: Finance

Information

ITEM

Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).

PREFACE

This proposed ordinance awards the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract #773-25, in the amount of \$65,000.00.

This contract allows for the rental of all field crew uniforms, floor mats, dust mops and mechanic wipes. This contract covers weekly rental, cleaning, repair and delivery of all items. Locations for field uniforms will cover the Public Works/Engineering field crews and Utility Billing field crews. Floor mat locations will encompass most City facilities. Mechanic wipes will be used by the Fire Department Garage and the Public Works/Engineering Garage. The Parks and Recreation Department will use the dust mops and one uniform.

Standardized uniforms help our citizens clearly identify our field workers while providing a cohesive and professional appearance.

Fiscal Impact

Fiscal Year:

2026

Acct Code:

GL: 10001042-54027

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N:

Y

Amount Needed:

\$65,000.00

Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing the Annual Uniform and Floor Mat Rental Contract to Unifirst Holdings through Buyboard Contract 773-25

Original Agreement

CO-Op Purchasing letter

CIQ

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING THE ANNUAL UNIFORM AND FLOOR MAT RENTAL CONTRACT TO UNIFIRST HOLDINGS LLC, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD), FOR THE RENTAL OF ALL FIELD CREW UNIFORMS, FLOOR MATS, DUST MOPS AND MECHANIC WIPES; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's BuyBoard Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby awards the Annual Uniform and Floor Mat Rental Contract to Unifirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (Buy Board), for the rental of all field crew uniforms, floor mats, dust mops and mechanic wipes in an amount not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price of each item specified in Section 1 hereof may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



Electronic Delivery

Seth Vise
UniFirst Holding, Inc.
3067 E Commerce St
San Antonio, TX 78220

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



Electronic Delivery

Seth Vise
UniFirst Holding, Inc.
3067 E Commerce St
San Antonio, TX 78220

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

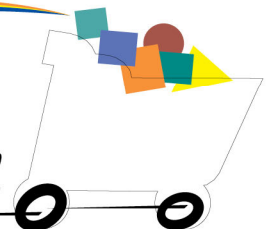
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com





PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Uniforms and Accessories	Proposal Due Date/Opening Date and Time January 23, 2025, at 4:00 PM
Proposal Invitation Number 773-25	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term July 1, 2025, through June 30, 2026, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date April 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

UniFirst Corporation

Name of Proposing Company

December 23, 2024

Date

3067 E. Commerce St

Street Address

Signature of Authorized Company Official

San Antonio, TX 78220

City, State, Zip

Brian Volland

Printed Name of Authorized Company Official

(210) 224-0711

Telephone Number of Authorized Company Official

Regional Vice President

Position or Title of Authorized Company Official

(210) 226-6942

Fax Number of Authorized Company Official

74-2861951

Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: B V

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the possible award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial **BV**

RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a Resident Proposer.
☐ I certify that my company is a Nonresident Proposer.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name		Address	
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial 

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial **B** ✓

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ Minority Owned Business ☐ Women Owned Business
- ☐ Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

Certification Number: _____

Name of Certifying Agency: _____

- ☒ My company has NOT been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: BV

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial 

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

BuyBoard Accepts Deviations

- ☐ No; Deviations
☒ Yes; Deviations

List and fully explain any deviations you are submitting:

Termination for Cause or Convenience - We have a large investment up front on uniforms and Facility Products.

If a cooperative member cancels without cause they will be responsible for early termination charges and will be required to pay all past due invoices.

Initial **B V**



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below.
DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

Initial **B V**

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Corporation marketing strategy and procedures

Pricing Proposal

Federal and State / Purchasing Cooperative Discount Comparison Form

Government References and Price Discount Information

(Attach additional sheets if needed.)

Initial **BV**

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☐

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: UniFirst Corporate Catalogs included with submission

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial **B V**

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ YES, I agree.

☐ NO, I do not agree.

2. Termination for Cause or Convenience

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ YES, I agree.

☒ NO, I do not agree.

Initial **B V**

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ YES, I agree.

☐ NO, I do not agree.

4. Davis-Bacon Act

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ YES, I agree.

☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ YES, I agree.

☐ NO, I do not agree.

Initial 

6. Right to Inventions Made Under a Contract or Agreement

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ YES, I agree. ☐ NO, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ YES, I agree. ☐ NO, I do not agree.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ YES, I agree. ☐ NO, I do not agree.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ YES, I agree. ☐ NO, I do not agree.

Initial 

10. Procurement of Recovered Materials

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ YES, I agree.

☐ NO, I do not agree.

11. Domestic Preferences for Procurements

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ YES, I agree.

☐ NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☒ YES, I agree.

☐ NO, I do not agree.

13. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ YES, I agree.

☐ NO, I do not agree.

Initial **BV**



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

UniFirst Corporation

Company Name

Signature of Authorized Company Official

Brian Vollant

Printed Name and Title

12/23/2024

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

UniFirst Corporation

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Massachusetts

Federal Employer Identification Number: 74-2861951
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* UniFirst Corporation

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) UniFirst Holdings, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 68 Jonspin Road 6 City, state, and ZIP code Wilmington, MA 01887	7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					
or								
Employer identification number								
7	4	-	2	8	6	1	9	5 1

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **4-4-24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 23,422,664. (The period of the 12-month period is 12/1/2023 / 12/1/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners	Y		Uniforms & Facility Services
4. Sourcewell (NJPA)	Y		Uniforms & Facility Services
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount () 40%

Proposed Discount () 40%

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone	Email Address	Discount	Quantity/ Volume
1.	Northside ISD / Mickey Hansen / (210) 397 - 4542 / harold.hansen@nisd.net / 40% / \$4,000 weekly					
2.	Spring Branch ISD / Robert Lipkind / (832) 372 - 4838 / robert.lipkind@springbranchisd.com / 40% / \$180 weekly					
3.	South Plains College / Dennis Churchwell / (806) 716 - 2105 / dchurchwell@southplainscollege.edu / 40% / \$1,000 weekly					
4.	Edcouch-Elsa ISD / Gena Padilla / (956) 262-6000 / gpadilla@eeisd.org / 40% / \$5,582 weekly					
5.	Southwest ISD / Mark Figueroa / (210) 792 - 5061 / mfigueroa@swisd.net / 40% / \$2,200 weekly					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? YES ☒ NO ☐ If YES, please explain:

Longer term agreements may allow for lower unit pricing

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



Company Profile

UniFirst is one of North America's largest workwear and textile service companies, providing managed uniform, protective clothing, and custom corporate image apparel programs to businesses in diverse industries.

In addition to outfitting more than 2 million workers in clean uniforms each workday, we also have a hand in keeping their businesses clean, safe, and healthy through our Facility Service programs... allowing us to be a single-source solution for a variety of needs.

Our core values

We built our Company from the ground up based on our founding Core Values (which remain in place today): a customer Focus, a Respect for Others, and a Commitment to Quality. Serving local business customers via 260 service centers throughout the United States, Canada, and Europe, our flexible [Rental](#), [Lease](#), and [Purchase](#) programs are accessible, scalable, and economical. Whether your organization is national, regional, or local in scope, you'll always receive the highest quality products and services as a UniFirst customer.

UniFirst mission statement

To serve the people that do the hard work. Helping them succeed and deliver what gives their lives meaning.

TEXAS REGIONAL SERVICE DESIGNATION

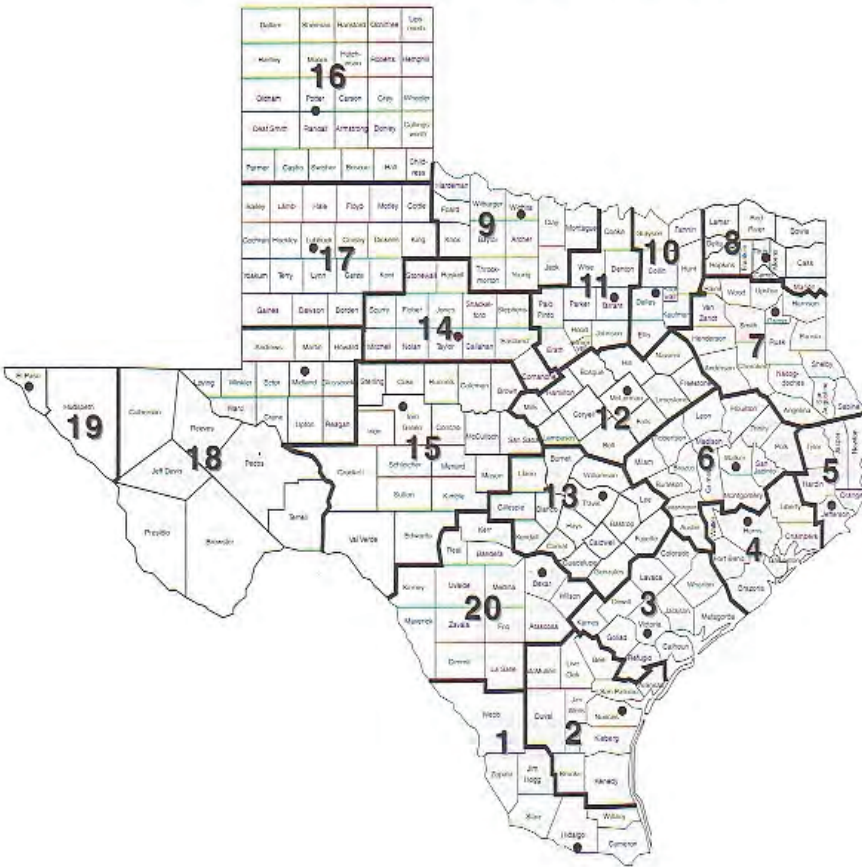
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com ***at least five (5) business days prior to the Proposal Due Date.***) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri

Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as Vendor) agrees as follows

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

UniFirst Corporation

Name of Vendor

A handwritten signature in blue ink, appearing to read "BV", is written over a horizontal line.

Signature of Authorized Company Official

773-25

Proposal Invitation Number

Brian Vollant

Printed Name of Authorized Company Official

12/23/2024

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
UniFirst Corporation	Robert Shumway	455 Airport Road Corpus Christi, TX 78405 Ph: (361) 883-9275; Fax: (361) 883-4702 robert_shumway@unifirst.com
UniFirst Corporation	Andres Hernandez	515 E. Beech Ave McAllen, TX 78501 Ph: (956) 686-0218; Fax: (956) 686-0538 andres_hernandez@unifirst.com
UniFirst Corporation	Andrew Althaus	9019 Railwood Drive Houston, TX 78501 Ph: (713) 635-1100; Fax: (713) 635-2747 andrew_althaus@unifirst.com
UniFirst Corporation	Jason Koehler	1201 N. John Stockbauer Dr. Victoria, TX 77901 Ph: (361) 576-4501; Fax: (361) 578-5574 jason_koehler@unifirst.com
UniFirst Corporation	Juan Noriega	5807 East Drive Laredo, TX 78041 Ph: (956) 723-9396; Fax: (956) 723-1421 juan_moreno@unifirst.com
UniFirst Corporation	Mario Villarreal	603 Mill Run Kerrville, TX 78208 Ph: (830) 257-8090; Fax: (830) 257-8086 mario_villarreal@unifirst.com
UniFirst Corporation	Adam Langford	240 Signal St. Lake Charles, LA 70615 Ph: (337) 497-0061; Fax: (337) 497-0953 adam_langford@unifirst.com
UniFirst Corporation	Martin Escandon	3047 E. Commerce St. San Antonio, TX 78220 Ph: (210) 222-8695; Fax: (210) 227-7959 martin_escandon@unifirst.com
UniFirst Corporation	Jason McFarland	6000 Bolm Rd. Austin, TX 78721 Ph: (512) 385-3320; Fax: (512) 389-2984 jason_mcfarland@unifirst.com
UniFirst Corporation	Artemio Hernandez	1 Lou Stroup Dr. Uvalde, TX 78801 Ph: (830) 278-5665; Fax: (830) 278-2684 artemio_hernandez@unifirst.com

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
UniFirst Corporation	Abran Duran	3015 W. Marland Blvd. Hobbs, NM 88240 Ph: (575) 393-5290; Fax: (575) 397-4784 abran_duran@unifirst.com
UniFirst Corporation	Blake Stephenson	1520 S. Crane Ave. Odessa, TX 79763 Ph: (432) 332-0548; Fax: (432) 332-2412 blake_stephenson@unifirst.com
UniFirst Corporation	Abel Flores	6305 Hwy 277 San Angelo, TX 76904 Ph: (325) 651-4626; Fax: (325) 651-8657 abel_flores@unifirst.com
UniFirst Corporation	Alex Weber	2815 South Eastman Longview, TX 75602 Ph: (903) 236-4025; Fax: (903) 236-7289 alex_weber@unifirst.com
UniFirst Corporation	Dave Arthur	8501 Angas St. Corpus Christi, TX 78406 Ph: (361) 265-0201; Fax: (361) 400-3310 dave_arthur@unifirst.com
UniFirst Corporation	Jaime Tovar	1514 Fair Park Blvd. Harlingen, TX 78550 Ph: (956) 423-5464; Fax: (956) 425-3938 jaime_tovar@unifirst.com
UniFirst Corporation	Mitchell Weinkauff	114 Ava Drive Hewitt, TX 76643 Ph: (254) 666-8066; Fax: (254) 666-6254 mitchell_weinkauff@unifirst.com
UniFirst Corporation	Ernesto Aguirre	12700 State Hwy 30 College Station, TX 77845 Ph: (979) 774-0577; Fax: (979) 774-0890 ernesto_aguirre@unifirst.com
UniFirst Corporation	Rudy Hernandez	13513 South Gessner Rd Ste 100 Missouri City, TX 77489 Ph: (281) 261-9632; Fax: ((281) 261-9514 rudy_hernandez@unifirst.com
UniFirst Corporation	David Flanery	200 North Sam Houston Rd. Dallas, TX 75149 Ph: (972) 289-0754; Fax: (972) 289-6248 david_flanery@unifirst.com

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
UniFirst Corporation	David Brett	2900 N. Beach St. Haltom City, TX 76111 Ph: (817) 834-7386; Fax: (817) 834-7490 david_brett@unifirst.com
UniFirst Corporation	Nick Colarelli	4407 Henry S Grace Frwy Wichita Falls, TX 76302 Ph: (940) 691-0069; Fax: (940) 691-0051 nick_colarelli@unifirst.com
UniFirst Corporation	Jim Gonzales	1727 E 8th St. Lubbock, TX 79403 Ph: (806) 762-0541; Fax: (806) 763-5700 jim_gonzales@unifirst.com
UniFirst Corporation	Shane White	4210 SE 22nd Ave. Amarillo, TX 79103 Ph: (806) 374-4631; Fax: (806) 374-9338 shane_white@unifirst.com
UniFirst Corporation	Carlos Chavez	2321 Westgate St. Clovis, NM 88101 Ph: (575) 763-4441; Fax: (575) 763-6157 carlos_chavez@unifirst.com
UniFirst Corporation	Josh Devine	48 Windmill Circle Abilene, TX 79606 Ph: (325) 695-0580; Fax: (325) 698-4234
UniFirst Corporation	Carl Beauregard	1415 Wayne Cabaniss Dr. Denison, TX 75020 Ph: (903) 327-8736; Fax: (903) 327-8837 carl_beauregard@unifirst.com
UniFirst Corporation	Rocky Morin	1550 Oak Villa Blvd Baton Rouge, LA 70815 Ph: (225) 757-5822; Fax: (225) 400-9642 rocky_morin@unifirst.com
UniFirst Corporation	Theresa Tucker	3840 Industrial Circle Bossier City, LA 71112 Ph: (318) 752-3600; Fax: (318) 752-3616 theresa_tucker@unifirst.com
UniFirst Corporation	Ashton Lancaster	241 Woodland Dr Laplace, LA 70068 Ph: (504) 446-6777; Fax: (504) 466-2777 ashton_lancaster@unifirst.com



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (*attach W-9)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

UniFirst Corporation has been in business since 1936 and has operated within the State of Texas since its purchase of Texas Industrial Uniiforms in the Mid-1980s. UniFirst Corporation is not currently for sale or involved in any transaction that would impact our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

UniFirst Corporation has dozens of service locations with strong leadership tenure that allows us to deliver excellent customer service to our customers. Each of our customers has a team which consists of three individuals assigned to them that work to communicate and execute any project, issues, or additional services needed by the customer.

3. Marketing Strategy For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

UniFirst Corporation has provided services to Texas BuyBoard members since may of 2010. We continue to market local governments, school districts, and other non-profit organizations that are part of The Texas Buyboard. Our industry leading prospect management system allows us to consistently communicate the benefits of The Texas Buyboard program to all potential members who can benefit from a higher quality of service.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

UniFirst Corporation has a strong credit rating and a solid financial profile. We have no outstanding debts and significant cash in reserve. We continue to reinvest in technologies that will improve the customer service experience.

UniFirst Corporation provides ample insurance coverage options to meet each customer's requirements based on their needs.

None of the UniFirst Corporation's principal share or stock holders have been involved in a bankruptcy or insolvency.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

UniFirst Corporation does not have any loans in default, nor does the company have any outstanding financial judgments.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Due to the nature of our service industry and the terms and conditions in our contract, UniFirst Corporation has and will continue to have customers that will no longer require our services after their contract terms have expired.

With over 300,000 customers across the United States and Canada we cannot provide a complete list. Reasons for terminations include: price, products, service, budget changes, and business climate.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Due to the nature of our service and industry and the terms and conditions of our contract, UniFirst Corporation has and will continue to engage in arbitration proceeding to protect the companies interest. With over 230 locations to service our over 300,000 customers we cannot provide a complete list of every instance. Examples of situations include but are not limited to: negligence and contract disputes.

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Reviewed/Completed: Proposer's Acceptance and Agreement

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: Proposal Acknowledgements
- ☒ Reviewed/Completed: Felony Conviction Disclosure
- ☒ Reviewed/Completed: Resident / Nonresident Certification
- ☒ Reviewed/Completed: Debarment Certification
- ☒ Reviewed/Completed: Vendor Employment Certification
- ☒ Reviewed/Completed: No Boycott Verification
- ☒ Reviewed/Completed: No Excluded Nation or Foreign Terrorist Organization Certification
- ☒ Reviewed/Completed: Historically Underutilized Business Certification
- ☒ Reviewed/Completed: Acknowledgement of BuyBoard Technical Requirements
- ☒ Reviewed/Completed: Construction-Related Goods and Services Affirmation
- ☒ Reviewed/Completed: Deviation and Compliance
- ☒ Reviewed/Completed: Vendor Consent for Name Brand Use
- ☒ Reviewed/Completed: Confidential / Proprietary Information
- ☒ Reviewed/Completed: EDGAR Vendor Certification
- ☒ Reviewed/Completed: Compliance Forms Signature Page

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: Vendor Business Name
- ☒ Reviewed/Completed: Vendor Contact Information (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: Federal and State / Purchasing Cooperative Experience
- ☒ Reviewed/Completed: Governmental References
- ☒ Reviewed/Completed: Company Profile
- ☒ Reviewed/Completed: Texas Regional Service Designation (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: State Service Designation (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- ☒ Reviewed/Completed: Local / Authorized Seller Listings
- ☒ Reviewed/Completed: Manufacturer Dealer Designation
- ☒ Reviewed/Completed: Proposal Invitation Questionnaire
- ☒ Reviewed/Completed: Proposal Specifications *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Section I UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

1. Discount (%) off catalog/pricelist for Purchase of Band Uniforms, Related Supplies, and Accessories.
2. Discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies, and Accessories.
3. Discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for Purchase of Show Choir Wear, Related Supplies, and Accessories.
5. Discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies, and Accessories.
6. Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies, and Accessories.
7. Discount (%) off catalog/pricelist for Purchase of Dancewear, Related Supplies, and Accessories.
8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above (no athletic/sport team uniforms).

Section II UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, and other related public safety) Uniforms, Related Supplies, and Accessories.
10. Discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.
11. Discount (%) off catalog/pricelist for Purchase of Food Service Uniforms, Related Supplies, and Accessories.
12. Discount (%) off catalog/pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.
13. Discount (%) off catalog/pricelist for Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.
14. Discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies, and Accessories.
15. Discount (%) off catalog/pricelist for Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.
16. Discount (%) off catalog/pricelist for Purchase of Industrial Towels.
17. Discount (%) off catalog/pricelist for Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.

Section III RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

18. Discount (%) off catalog/pricelist for Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies, and Accessories.
19. Discount (%) off catalog/pricelist for Rental of Custodial and Maintenance Uniforms (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), Related Supplies, and Accessories.
20. Discount (%) off catalog/pricelist for Rental of Food Service Uniforms, Related Supplies, and Accessories.
21. Discount (%) off catalog/pricelist for Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories.
22. Discount (%) off catalog/pricelist for Rental of Business/Career Apparel Uniforms (Executive Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), Related Supplies, and Accessories.

23. Discount (%) off catalog/pricelist for Rental of ARC Rated /Flame Resistant Uniforms, Related Supplies and Accessories.
24. Discount (%) off catalog/pricelist for Rental of Industrial Towels.
25. Discount (%) off catalog/pricelist for Rental of Industrial Mats (various sizes and colors, with or without logo).
26. Discount (%) off catalog/pricelist for Rental of Industrial Mop Service (treated/untreated; various sizes).
27. Discount (%) off catalog/pricelist for Add-ons/Fees **for** Uniform Rental Agreements (name tags, prep, emblem, environmental/energy, initial set up, swing suit, minimum stop size, image guard. and deposit charges/fees).
28. Discount (%) off catalog/pricelist for Rental of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.
29. Discount (%) off catalog/pricelist for Rental of All Other Industrial Uniforms, Related Products, Supplies and Accessories not listed above.

UniFirst Corp. Information

Contact: Teresa Jensen
Address: 3067 E. Commerce St.
San Antonio, TX 78220
Phone: (210) 224-0711 x2077
Toll Free: (210) 226-6942
Email: Teresa_Jensen@unifirst.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Seth Vise
Signature

seth_vise@unifirst.com
Email

Submitted at 1/19/2025 03:21:09 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 773-25, Uniforms and Accessories Proposal No. 773-25_UniFirst.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at [www.buyboard.com](http://www.buyboard.com/vendor) including any additional pages, as necessary. **NOTICE: DO NOT** complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s) UniFirst Catalogs & Price List.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. **No paper catalogs or manufacturer/vendor websites will be accepted**. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Company Profile UniFirst Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)
(**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification UniFirst Holdings Corporation - W9.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Bid Attributes

1 Federal Identification Number

Federal Identification Number

74-2861951

2 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

5 Historically Underutilized Business Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business***7 Women Owned Business**

Women Owned Business

☐ *Women Owned Business***8 Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business***9 Certification Number**

Certification Number

10 Name of Certifying Agency

Certifying Agency

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☒ Non-HUB**12 Vendor General Contact Information**

Proposal/Contract General Contact Information

1 3	Vendor Proposal/Contract Contact - First Name Vendor Proposal/Contract Contact - First Name Seth
1 4	Vendor Proposal/Contract Contact - Last Name Vendor Proposal/Contract Contact - Last Name Vise
1 5	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address seth_vise@unifirst.com
1 6	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 3067 E Commerce St
1 7	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City San Antonio
1 8	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
1 9	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 78220
2 0	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 210-792-3642
2 1	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
2 2	Company Website Company Website (www.XXXXX.com) www.unifirst.com

2
3**Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

2
4**Purchase Order E-mail Address**

Purchase Order E-mail Address

2
5**Purchase Order Contact - First Name**

Purchase Order Contact - First Name

2
6**Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

2
7**Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

2
8**Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

2
9**Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

3
0**Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

3
1**Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

3
2**Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

33	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
34	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. No
35	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
36	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address teresa_jensen@unifirst.com
37	Request for Quote (RFQ) Contact - First Name Request for Quote (RFQ) Contact - First Name Teresa
38	Request for Quote (RFQ) Contact - Last Name Request for Quote (RFQ) Contact - Last Name Jensen
39	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 210-224-0711
40	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
41	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address seth_vise@unifirst.com
42	Alternate Request for Quote (RFQ) Contact - First Name Alternate Request for Quote (RFQ) Contact - First Name Seth

4 3	Alternate Request for Quote (RFQ) Contact - Last Name Alternate Request for Quote (RFQ) Contact - Last Name Vise
4 4	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 210-792-3642
4 5	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
4 6	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
4 7	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
4 8	Invoice Company Name Invoice Company Name UniFirst Corporation
4 9	Invoice Company Department Name Invoice Company Department Name Region 5 Admin
5 0	Invoice Contact - First Name Invoice Contact - First Name Teresa
5 1	Invoice Contact - Last Name Invoice Contact - Last Name Jensen

52	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 3067 E Commerce St
53	Invoice Mailing Address - City Invoice Mailing Address - City San Antonio
54	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
55	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 78220
56	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 210-224-0711
57	Invoice Contact Extension Number Invoice Contact Extension Number No response
58	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
59	Invoice Contact E-mail Address Invoice Contact E-mail teresa_jensen@unifirst.com
60	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
61	Billing Agent Company Name Billing Agent Company Name No response
62	Billing Agent Department Name Billing Agent Department Name No response
63	Billing Agent Contact - First Name Billing Agent Contact - First Name No response

64	Billing Agent Contact - Last Name Billing Agent Contact - Last Name No response
65	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
66	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
67	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
68	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
69	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
70	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
71	Billing Agent Fax Number Billing Agent Fax Number No response
72	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
73	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
74	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Company Truck

7 5	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Terms are NET 30. We will company with the Buyboard General Terms and The Texas Prompt Payment Act.
7 6	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
7 7	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No response
7 8	Electronic Payments Are electronic payments acceptable to your company? Yes
7 9	Credit Card Payments Are credit card payments acceptable to your company? Yes
8 0	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
8 1	Company Name Company Name UniFirst Corporation
8 2	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. I will serve all Regions of Texas
8 3	Region 1 Region 1 - Edinburg ☐ Region 1

84	Region 2 Region 2 - Corpus Christi ☐ <i>Region 2</i>
85	Region 3 Region 3 - Victoria ☐ <i>Region 3</i>
86	Region 4 Region 4 - Houston ☐ <i>Region 4</i>
87	Region 5 Region 5 - Beaumont ☐ <i>Region 5</i>
88	Region 6 Region 6 - Huntsville ☐ <i>Region 6</i>
89	Region 7 Region 7 - Kilgore ☐ <i>Region 7</i>
90	Region 8 Region 8 - Mount Pleasant ☐ <i>Region 8</i>
91	Region 9 Region 9 - Wichita Falls ☐ <i>Region 9</i>
92	Region 10 Region 10 - Richardson ☐ <i>Region 10</i>
93	Region 11 Region 11 - Fort Worth ☐ <i>Region 11</i>
94	Region 12 Region 12 - Waco ☐ <i>Region 12</i>
95	Region 13 Region 13 - Austin ☐ <i>Region 13</i>

96	Region 14 Region 14 - Abilene ☐ <i>Region 14</i>
97	Region 15 Region 15 - San Angelo ☐ <i>Region 15</i>
98	Region 16 Region 16 - Amarillo ☐ <i>Region 16</i>
99	Region 17 Region 17 - Lubbock ☐ <i>Region 17</i>
100	Region 18 Region 18 - Midland ☐ <i>Region 18</i>
101	Region 19 Region 19 - El Paso ☐ <i>Region 19</i>
102	Region 20 Region 20 - San Antonio ☐ <i>Region 20</i>
103	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
104	Company Name Company Name UniFirst Corporation

105	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
106	Alabama Alabama ☐ <i>Alabama</i>
107	Alaska Alaska ☐ <i>Alaska</i>
108	Arizona Arizona ☐ <i>Arizona</i>
109	Arkansas Arkansas ☐ <i>Arkansas</i>
110	California California (Public Contract Code 20118 & 20652) ☐ <i>California</i>
111	Colorado Colorado ☐ <i>Colorado</i>
112	Connecticut Connecticut ☐ <i>Connecticut</i>
113	Delaware Delaware ☐ <i>Delaware</i>
114	District of Columbia District of Columbia ☐ <i>District of Columbia</i>
115	Florida Florida ☐ <i>Florida</i>
116	Georgia Georgia ☐ <i>Georgia</i>

1 1 7	Hawaii Hawaii ☐ <i>Hawaii</i>
1 1 8	Idaho Idaho ☐ <i>Idaho</i>
1 1 9	Illinois Illinois ☐ <i>Illinois</i>
1 2 0	Indiana Indiana ☐ <i>Indiana</i>
1 2 1	Iowa Iowa ☐ <i>Iowa</i>
1 2 2	Kansas Kansas ☐ <i>Kansas</i>
1 2 3	Kentucky Kentucky ☐ <i>Kentucky</i>
1 2 4	Louisiana Louisiana ☒ <i>Louisiana</i>
1 2 5	Maine Maine ☐ <i>Maine</i>
1 2 6	Maryland Maryland ☐ <i>Maryland</i>
1 2 7	Massachusetts Massachusetts ☐ <i>Massachusetts</i>
1 2 8	Michigan Michigan ☐ <i>Michigan</i>

1 2 9	Minnesota Minnesota ☐ <i>Minnesota</i>
1 3 0	Mississippi Mississippi ☐ <i>Mississippi</i>
1 3 1	Missouri Missouri ☐ <i>Missouri</i>
1 3 2	Montana Montana ☐ <i>Montana</i>
1 3 3	Nebraska Nebraska ☐ <i>Nebraska</i>
1 3 4	Nevada Nevada ☐ <i>Nevada</i>
1 3 5	New Hampshire New Hampshire ☐ <i>New Hampshire</i>
1 3 6	New Jersey New Jersey ☐ <i>New Jersey</i>
1 3 7	New Mexico New Mexico ☐ <i>New Mexico</i>
1 3 8	New York New York ☐ <i>New York</i>
1 3 9	North Carolina North Carolina ☐ <i>North Carolina</i>
1 4 0	North Dakota North Dakota ☐ <i>North Dakota</i>

1 4 1	Ohio Ohio ☐ <i>Ohio</i>
1 4 2	Oklahoma Oklahoma ☐ <i>Oklahoma</i>
1 4 3	Oregon Oregon ☐ <i>Oregon</i>
1 4 4	Pennsylvania Pennsylvania ☐ <i>Pennsylvania</i>
1 4 5	Rhode Island Rhode Island ☐ <i>Rhode Island</i>
1 4 6	South Carolina South Carolina ☐ <i>South Carolina</i>
1 4 7	South Dakota South Dakota ☐ <i>South Dakota</i>
1 4 8	Tennessee Tennessee ☐ <i>Tennessee</i>
1 4 9	Texas Texas ☒ Texas
1 5 0	Utah Utah ☐ <i>Utah</i>
1 5 1	Vermont Vermont ☐ <i>Vermont</i>
1 5 2	Virginia Virginia ☐ <i>Virginia</i>

1 5 3	Washington Washington ☐ Washington
1 5 4	West Virginia West Virginia ☐ West Virginia
1 5 5	Wisconsin Wisconsin ☐ Wisconsin
1 5 6	Wyoming Wyoming ☐ Wyoming

Bid Lines

1	Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS Discount (%) off catalog/price list for Purchase of Band Uniforms, Related Supplies, and Accessories. Catalog/Price list MUST be included or proposal will not be considered. No Bid Item Notes: <i>PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</i> Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed Item Attributes 1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage <u>NOTE:</u> Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". No response
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2

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Show Choir Wear, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories.**
Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Dancewear, Related Supplies, and Accessories.**
Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
0

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
3

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
4

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
5

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
6

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Industrial Towels**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
7

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
8**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Public Safety** (police, fire, EMS, security, etc.) **Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
9**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Custodial and Maintenance Uniforms** (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

20

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Food Service Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

21

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
2**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Business/Career Apparel Uniforms** (Executive Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
3**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
4**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Towels**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
5**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Mats** (various sizes and colors, with or without logo). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
6**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**Discount (%) off catalog/price list for **Rental of Industrial Mop Service** (treated/untreated; various sizes).**Catalog/Price list MUST be included or proposal will not be considered.**Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
7**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**Discount (%) off catalog/price list for **Add-ons/Fees for Uniform Rental Agreements** (name tags, prep, emblem, environmental/energy, initial set up, swing suit, minimum stop size, image guard. and deposit charges/fees). **Catalog/Price list MUST be included or proposal will not be considered.**Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

28

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of All Other Work Related Uniforms, Related Supplies, and Accessories** not listed above. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

29

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of All Other Industrial Uniforms, Related Products, Supplies and Accessories** not listed above. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Response Total: \$0.00



CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between UniFirst Corporation (vendor) and the City of Baytown

UniFirst Corporation (vendor), using Cooperative Contract

BuyBoard 773-25 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Items in UniFirst's 2024 Uniform Rental Catalog

at the prices listed: Listed in the 2024 Uniform Rental Catalog pursuant to BuyBoard Contract #773-25

(please include separate list, if required)

UniFirst Corporation

Vendor (company)

Andrew Althaus

Vendor representative printed Name

Andrew Althaus

Representative Signature

1-15-26

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

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

UniFirst Corporation

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

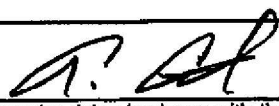
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

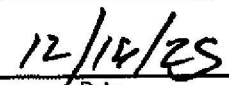
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity


Date

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Annual Uniform and Floor Mat Rental Contract

Project Name:

Company Name: UniFirst Corporation

Department: Finance

Date: 01/21/2026

Council Date: 02/12/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

01/21/2026

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

9. a.

Meeting Date: 02/12/2026

Subject: Appointment to the Planning and Zoning Commission

Prepared by: Gabriella Gonzales, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider a resolution authorizing three (3) appointments to the Planning and Zoning Commission.

PREFACE

The Planning and Zoning Commission approves subdivision plats and acts as an advisory group to the City Council on issues and policies related to planning, land use regulation, and community development.

This item allows City Council to consider three (3) appointments to the Planning and Zoning Commission, whose term will begin immediately and will end 12/31/2026.

Name	Position	If Appointed - Term
Tracey S. Wheeler	District 3 At-Large	1/1/2025 - 12/31/2026
Vacant	District 5 At-Large	1/1/2025 - 12/31/2026
Vacant	At-Large ETJ	1/1/2025 - 12/31/2026

Attachments

Resolution appointing to Planning and Zoning Commission

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,
APPOINTING _____ AND _____ TO THE PLANNING
AND ZONING COMMISSION; AND PROVIDING FOR THE EFFECTIVE DATE
THEREOF.

WHEREAS, Section 2-320 of the City of Baytown's Municipal Code of Ordinances provides for the appointment of a Boards of Director to the Planning and Zoning Commission (Commission); NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby appoints three (3) members to the Planning and Zoning Commission as follows:

- A. _____ is appointed to serve as a member of the Commission with a term expiring on December 31, 2026; and
- B. _____ is appointed to serve as a member of the Commission with a term expiring on December 31, 2026; and
- C. _____ is appointed to serve as a member of the Commission with a term expiring on December 31, 2026.

Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 12th day of February, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



CITY COUNCIL MEETING

12. a.

Meeting Date: 02/12/2026

Subject: Section 551.074 of the Texas Government Code to discuss personnel matters regarding the Acting Presiding Judge of the City of Baytown Municipal Court

Prepared by: Gabriella Gonzales, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the Acting Presiding Judge of the City of Baytown Municipal Court.

PREFACE

Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the Acting Presiding Judge of the City of Baytown Municipal Court.



CITY COUNCIL MEETING

12. b.

Meeting Date: 02/12/2026

Subject: Executive session - 551.071, 551.072 and/or 551.087

Prepared by: Gabriella Gonzales, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

PREFACE

Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.
