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, MAY 28, 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 Kenrick Griffith, District No. 3

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 ITEM

a. Consider a resolution authorizing a Professional Services Agreement with RubinBrown, LLC to perform audit services for the Hyatt Regency Baytown-Houston Project.

3. CITY COUNCIL ITEMS RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

b. Results of the 2026 Healthier Texas Community Challenge, which mobilizes the community to promote wellness and recognition of Baytown's top citizen champion, Sam Chapa.

4. PUBLIC HEARINGS

a. Conduct a public hearing regarding the proposed voluntary annexation of approximately 202.48 acres at 7701 John Martin Road.

5. PROPOSED ORDINANCES

a. Consider an ordinance approving the issuance of Certificates of Obligation, Series 2026.

b. Consider an ordinance approving the issuance of General Obligation Bonds, Series 2026.

c. Consider an ordinance authorizing the purchase of replacement and installation services for water meters and sub-meter GPS units from Ameresco, Inc through the Purchasing Cooperative of America, contract #PCA OD-365-22.

d. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement with Vida Mariscos VII Inc. for the development a new restaurant facility.

6. 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 the purchase of Envisio Software from Carahsoft Technology Corp through the OMNIA cooperative contract R240303.

b. Consider an ordinance amending the Lease Agreement with Bay Area Heritage Society.

c. Consider an ordinance authorizing a professional service agreement with KFT Fire Trainer, LLC for preventative and corrective maintenance on certain fire training props at the Baytown Fire Training Field for Fiscal Year 2026.

d. The proposed ordinance authorizes an agreement between City of Baytown and Pyro Shows of Texas for fireworks displays during the City's Juneteenth and July 4th celebrations.

e. Consider an ordinance authorizing the Jenkins Park Facility Use and Lease Agreement between the City of Baytown, Texas and Baytown Baseball, LLC to bring the Baytown Bulkheads Collegiate Summer Baseball League to Baytown.

f. Consider an ordinance amending Chapter 98, Article VII, Section 98-703(17) of the City of Baytown Code of Ordinances to remove references to Texas Commission on Environmental Quality approval of, and records related to, bonds or notes for which the agency has not adopted rules requiring review and approval.

g. Consider an ordinance authorizing the renewal of the Cityworks Asset Management Software from Azteca Systems, LLC.

h. Consider an ordinance authorizing the annual renewal of ArcGIS Enterprise Agreement (EA) from Environmental Systems Research Institute, Inc (ESRI).

i. Consider an ordinance awarding the renewal of Annual Fittings Valves and Meter Boxes contract to Ferguson Enterprises LLC.

j. Consider an ordinance authorizing a professional services agreement for construction materials testing services with Terracon Consultants, Inc. for the IH-10 Lift Station Rehabilitation Project.

k. Consider an ordinance authorizing a professional services agreement for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project with HR Green, Inc.

l. Consider an ordinance authorizing Change Order No. 3 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.

m. Consider an ordinance granting a pipeline permit to Targa Gulf Coast NGL Pipeline LLC., for one 30-inch Natural Gas Liquids Pipeline within the Extra-Territorial Jurisdiction (“ETJ”) of the City of Baytown, Harris County, Texas.

n. Consider an ordinance authorizing a Sidewalk Easement with Zechariah – Baytown, Limited Liability Company.

o. Consider an ordinance amending Subpart B "Land Development Code," Chapter 110 "Floods" Article II "Flood Damage Prevention" of the Code of Ordinances, Baytown, Texas to revise as required by the Texas Water Development Board ("TWDB"), and implement changes to the Code of Ordinances in order to comply with Federal Emergency Management Agency's ("FEMA") National Flood Insurance Program (NFIP).

7. APPOINTMENTS

a. Consider a resolution authorizing three (3) appointments to the Community Development Advisory Committee.

8. 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.

9. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Kenrick Griffith regarding projects, programs and events in District No. 3.

10. EXECUTIVE SESSION

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

11. 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 TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM

Approved for posting:

/S/Jason E. Reynolds, City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 21st day of May 2026, at 5:00 P.M.

CITY COUNCIL MEETING 2. a.

Meeting Date: 05/28/2026
Subject: Consider a resolution authorizing the engagement letter with RubinBrown, LLC
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM

Consider a resolution authorizing a Professional Services Agreement with RubinBrown, LLC to perform audit services for the Hyatt Regency Baytown-Houston Project.

PREFACE

This proposed resolution authorizes RubinBrown LLP to conduct an audit of the accounts and financial statements for the Hyatt Regency Baytown-Houston for year end September 30, 2025.
Per the indenture, it is a legal requirement to have the hotel audited by an audit firm of recognized national standing in the hotel industry.

Fiscal Impact

Fiscal Year:	FY25
Acct Code:	33007040-54007
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	
Amount Needed:	120,000
Fiscal Impact (Additional Information):	

Attachments

Resolution Authorizing Professional Services Agreement with RubinBrown, LLC for Hyatt Regency Baytown-Houston Project
Agreement
Indebtedness Certification

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RUBINBROWN, LLC TO PERFORM AUDIT SERVICES FOR THE ACCOUNTS MAINTAINED FINANCIAL STATEMENTS OF THE HYATT REGENCY BAYTOWN-HOUSTON PROJECT FOR THE YEAR ENDED SEPTEMBER 30, 2025; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT:

Section 1: That the Board of Directors of the Baytown Municipal Development District hereby finds that the expenditures authorized herein are for improvements, which satisfy the purposes for which the funds can be expended pursuant to Chapter 377 of the Texas Local Government Code and/or Section 3888.102 of the Special District Local Laws Code. All required findings pursuant thereto are hereby declared to have been made and adopted as findings of the Board of Directors.

Section 2: That the Board of Directors of the Baytown Municipal Development District hereby authorizes the General Manager to execute a Professional Services Agreement with RubinBrown, LLC, to perform audit services for the accounts maintained financial statements of the Hyatt Regency Baytown-Houston Project for the year ended September 30, 2025. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 3: That the Board of Directors of the Baytown Municipal Development District hereby authorizes the payment of an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) to RubinBrown, LLC, in accordance with the agreement referenced in Section 2 hereof.

Section 4: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Municipal Development District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District this the 28th day of May, 2026.

_____
CHARLES JOHNSON, President

ATTEST:

_____
ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between RubinBrown, LLP (hereinafter "Consultant") and the Baytown Municipal Development District (the "District"), a political subdivision of both the State of Texas and the City of Baytown, Texas.

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform an audit of the accounts maintained financial statements of the Hyatt Regency Baytown - Houston for the year ended September 30, 2025 (the "Work") for and on behalf of the District as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the General 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;

☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the General Manager or his designee, allowing for up to number of renewals (spelled out) 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 General 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. Exhibit "A" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The District shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i. Audit of the accounts maintained financial statements of the Hyatt Regency Baytown as of September 30, 2025 and for the year then ended **$50,000.00**

ii. **Total Not to Exceed.....$50,000.00**

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
   (a) Hard copy reproductions, copies, and/or binding costs;
   (b) Postage;
   (c) Mileage, for travel from Consultant's office to meetings at the District or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
   (d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
   (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the District.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant's offices outside of Harris or Chambers Counties.

e. Consultant 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. Consultant shall not invoice the District for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the District for services or expenses shall result in Consultant's invoice being denied.

f. In the event of a disputed or contested invoice, the District may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

a. Consultant's Project Manager

Consultant shall designate Jason Fellows, 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 District's Representative.

b. Licensed and Registered Auditor
Consultant shall keep full-time registered Auditor eligible to practice in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the a detailed resume of the personnel that will be assigned to the Work.

d. Rejection of Consultant's Employees
The District reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the District's Representative

a. The City of Baytown's Director of Finance or his/her designee shall act as the District's Representative.

b. The District's Representative shall use his best efforts to provide nonconfidential District records for Consultant's use. However, the District does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant shall be entitled to use and rely upon information provided by the District in performing the services required under this Agreement only to the extent and level specified by the District in writing for each document provided. Nothing contained herein shall be construed to require the District 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 District.

5. Standards of Performance

a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession as described in Exhibit A.

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

b. Codes and Standards

i. The Work shall be performed and furnished in accordance with the most current codes and/or standards adopted by the city, state, or federal

government or in general custom and usage by the profession, as described in Exhibit A

ii. Consultant agrees the services it provides as an experienced and qualified public accounting firm will reflect the professional standards, procedures and performances common in the industry for this project, and as described in Exhibit A. Consultant further agrees that any analysis, reports, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.

iii. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to District. The District's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the District's rights under this Agreement.

6. Schedule

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

7. Insurance

Consultant 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 Consultant, its agents, representatives, volunteers, employees or subconsultants.

a. Consultant's insurance coverage except the Workers' Compensation and Errors and Omissions policies shall be primary insurance with respect to the District, its officials, employees and agents. Any insurance or self-insurance maintained by the District, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, 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 subconsultants 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"

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.

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000

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 District.

v. The District, 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 District, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the District.

vii. Upon request and without cost to the District, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the District.

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

8. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "DISTRICT") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES (COLLECTIVELY, "LOSSES") TO THE EXTENT SUCH LOSSES RESULT FROM A THIRD-PARTY CLAIM FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT SUCH LOSSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO ARISE OUT OF OR BE IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE DISTRICT, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE DISTRICT FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'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 CONSULTANT'S PARTIES. THE INDEMNITY PROVIDED

HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the District does not consent to litigation or suit, and the District hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the District's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the District, 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 determined by a court of competent jurisdiction to be caused by, arise out of, or be in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors and Subconsultants

Consultant shall receive written approval of the District's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the District before execution of such contracts.

10. Termination of Consultant

The District, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the General Manager or his designee to Consultant of the District's election to do so. Furthermore, the District may immediately and without notice terminate this Agreement if Consultant 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 District, state, or federal government from Consultant 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 Consultant;
(d) the dissolution of Consultant;
(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 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, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant 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 District, Consultant shall also tender to the District's Representative all of Consultant'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 Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the District. 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, Consultant shall be liable for any damage to the District resulting therefrom. This liability includes any increased costs incurred by the District in completing Consultant's services. The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement, but in no event will Consultant's maximum liability under this Agreement exceed two (2) times the fees paid by the District to Consultant.

Consultant may terminate this Agreement, without penalty, on thirty (30) days' written notice to the District or may terminate immediately for material breach or decline to perform certain tasks if information comes to Consultant's attention indicating that performing such tasks could cause Consultant to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

11. Records

Within ten (10) days of the District's request and at no cost to the District, the District will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement. Pursuant to Consultant's record retention policy, Consultant may retain copies of files created by Consultant (collectively "Work Papers") and Consultant will destroy all pertinent Work Papers after a retention period of seven (7) years, after which time these items will no longer be available ("Record Retention Period"). Consultant's email retention policy is eighteen (18) months, after which time emails will no longer be available ("Email Retention Period").

12. Supervision of Consultant

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

13. Billing

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

The District shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (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 District or Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the 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 Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant 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 Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

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

a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the District or the City of Baytown;
b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the District or the City of Baytown; and
c. the Consultant 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 District:

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
Attn: General Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

RUBINBROWN LLP
Attn: Jason Fellows
1900 16th Street, Suite 1700
Denver, CO 80202

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 Consultant and the District only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the District and Consultant hereby agree that no claim or dispute between the District and Consultant 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 District is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the District 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 District and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either 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 District and Consultant accept and agree to these terms.

22. No Assignment

Consultant 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 General Manager or his designee of such sale or

assignment. The District 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 District.

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 General Manager or his designee of the District.

BAYTOWN MUNICIPAL
DEVELOPMENT DISTRICT

_____
JASON REYNOLDS, General Manager

ATTEST:

_____
ANGELA JACKSON, Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

CONSULTANT:

RUBINBROWN LLP

_____
Jason Fellows, Partner
3/31/26

STATE OF Co §
§
COUNTY OF Denver §

Before me on this day personally appeared Jason Fellows, in (his/her) capacity as Partner, on behalf of such RubinBrown LLP,

- [x] 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 31st day of March, 2026.

Vernee Nicholson
Notary Public in and for the State of Colorado

VERNEE FAYE NICHOLSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023373
MY COMMISSION EXPIRES JUNE 20, 2028

R:\Miriam Schoen\AGREEMENTS\RubinBrown\Professional Services Agreement--RubinBrown FINAL redline.docx

RubinBrown

10801 W Charleston Blvd
Suite 300
Las Vegas, NV 89135

T: 702.415.2112
E: info@rubinbrown.com
www.RubinBrown.com

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

EXHIBIT A

SCOPE OF WORK

Scope of Attest Services

Consultant shall perform an Audit of Accounts Maintained Financial Statements of the Hyatt Regency Baytown – Houston (the "Hotel") as follows:

1. 2025 Financial Statements
   Audit of accounts maintained financial statements as of September 30, 2025 and for the year then ended, which comprise the statement of assets, liabilities and control as of September 30, 2025 and the Statement of Revenues and Expenses and Statement of Cash Flows for the year ended September 30, 2025, and the related notes to the Accounts Maintained Financial Statements;

Hereafter the 2025 Financial Statements shall be referenced the "Financial Statements".

Except as specifically provided for herein, Consultant's responsibility for this engagement will be limited to auditing the Financial Statements for the year set forth above.

Audit Objective

The objective of Consultant's audit is to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes Consultant's opinion about whether the Hotel's Financial Statements are presented, in all material respects, in conformity with the financial reporting provisions of the Uniform System of Accounts for the Lodging Industry, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Consultant's report will include an emphasis-of-matter paragraph related to this matter.

Consultant's work will include tests of the Hotel's accounting records and other procedures Consultant considers necessary to enable Consultant to express such an opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. Consultant will issue a written report upon completion of Consultant's audit of Hotel's Financial Statements. Consultant's report will be addressed to those responsible for governance of Hotel. Circumstances may arise in which Consultant's report may differ from its expected form and content based on the results of Consultant's audit. Depending on the nature of these circumstances, it may be necessary for Consultant to modify Consultant's opinion, add an emphasis-of-matter or other-matter paragraph(s) (in addition to the one described above), or withdraw from the engagement.

Audit Procedures

Consultant will conduct the audit in accordance with GAAS. As part of an audit in accordance with GAAS, Consultant will exercise professional judgment and maintain professional skepticism throughout the audit. GAAS requires the Consultant to plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Hotel or to acts by management or employees acting on behalf of Hotel. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because Consultant will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by Consultant, even though the audit is properly planned and performed in accordance with GAAS. An audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the Financial Statements. However, Consultant will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to Consultant's attention. Consultant will also inform the appropriate level of management of any violations of laws or government regulations that come to Consultant's attention, unless clearly inconsequential.

Consultant's audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements. Consultant's audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements, and determining whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. Consultant will also perform tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, legal counsel, and banks, as applicable.

Consultant will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Hotel's ability to continue as a going concern for a reasonable period of time.

Consultant's procedures will include obtaining an understanding of Hotel's internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of Hotel's internal control. Consultant's audit is not specifically designed and cannot be relied upon to disclose significant deficiencies or material weaknesses. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. However, during the audit, if Consultant becomes aware of such significant deficiencies, material weaknesses, or ways that Consultant believes Hotel management practices can be improved, Consultant will communicate them to Hotel separately.

Consultant will identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for Consultant's opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

As auditors, Consultant must necessarily rely upon the integrity and cooperation of management and the assistance of Hotel's accounting staff.

Consultant's services cannot be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). However, Consultant will design the audit to detect such irregularities that have a direct and material effect on the Financial Statements. In performing Consultant's services, Consultant will advise the appropriate level of management of any such material Irregularities that come to Consultant's attention. However, Hotel must understand that Consultant's services cannot be relied upon to detect such Irregularities. If Hotel has concerns about such matters, please discuss them with Consultant.

Jason Fellows will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Consultant's signature on the audit report letter.

Management Responsibilities

As part of Consultant's engagement Consultant may propose standard, adjusting, or correcting journal entries in connection with preparation of Hotel's Financial Statements. Consultant will provide Hotel with these proposed journal entries for Hotel's review and approval prior to issuing Consultant's report. Hotel is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Financial Statements.

Hotel is also responsible for management decisions and functions, and for designating a qualified management-level individual with suitable skill, knowledge or experience to oversee assistance with the preparation of your Financial Statements, bookkeeping, and other services Consultant provides. Hotel is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Hotel is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Hotel is responsible for providing Consultant with (a) access to all information of which Hotel is aware that is relevant to the preparation and fair presentation of the Financial Statements (whether obtained from within or outside of the general and subsidiary ledgers) such as financial records, documentation, and identification of all related parties and all related-party relationships and transactions, (b) additional information that Consultant may request for the purpose of the audit, and (c) unrestricted access to persons within the company from whom Consultant determines is necessary to obtain audit evidence.

Consultant is not responsible for electronically hosting, storing or maintaining any of Hotel's original financial or non-financial information (or sole copies). Hotel is expected to retain all financial and non-financial information including, but not limited to, anything Hotel uploads to a portal and are responsible for downloading and retaining anything Consultant uploads to a portal or transmit to Hotel in a different manner. Portals are only meant as a method of transferring data and are not intended for the storage of Hotel's information.

Hotel is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing Consultant about all known or suspected fraud involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements. Hotel's responsibilities include informing Consultant of Hotel's knowledge of any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others. In addition, Hotel is responsible for identifying and ensuring that Hotel is compliant with applicable laws and regulations.

Those charged with corporate governance and management are solely responsible for (i) the preparation and fair presentation of the Financial Statements including the related footnotes (ii) selecting and applying sound accounting principles, (iii) designing, implementing, and maintaining adequate internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities, (iv) preventing and detecting fraud, (v) adjusting the Financial Statements to correct material misstatements, and (vi) affirming to Consultant in a written representation letter that the effects of any uncorrected misstatements aggregated by Consultant during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole.

As a condition of Consultant's engagement, management agrees to sign a written representation letter attesting to the completeness and truthfulness of representations and disclosures made to Consultant during the course of Consultant's work.

RubinBrown LLP

Jason Fellows

Jason Fellows, CPA
Partner
Direct Dial Number: 303-952-1240
Email: jason.fellows@rubinbrow

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider a resolution authorizing the engagement letter with RubinBrown, LLC

Company Name: RubinBrown, LLC

Department: Finance

Date: 05/07/2026 **Council Date:** 05/28/2026

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.

_____ 05/07/2026

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 3. a.

Meeting Date: 05/28/2026
Subject: Present Years of Service Awards
Prepared for: Joey Lopez, Human Resources **Prepared by:** Darrell Pugh, Human Resources
Department: Human Resources

Information

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

PREFACE
30 Years of Service

Name	Department	Position
Michael Johnson	Public Works & Engineering	Water Plant Operator II

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 budgetary impact associated with this item.

CITY COUNCIL MEETING 3. b.

Meeting Date: 05/28/2026
Subject: Be Well Baytown
Prepared for: Jason Reynolds, City Management
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Results of the 2026 Healthier Texas Community Challenge, which mobilizes the community to promote wellness and recognition of Baytown's top citizen champion, Sam Chapa.

PREFACE

This item allows Council to receive a presentation from Ms. Amanda Kennington, Healthy Community School Coordinator, Goose Creek CISD, in order to recognize the Healthier Texas Community Challenge results. This includes recognizing Sam Chapa for consistently earning the top spot 6 years in a row, maintaining his championship title.

Emphasizing health is a top priority for the Healthier Texas Community Challenge. Texans are losing loved ones to preventable health diseases such as diabetes, obesity, and lung and heart disease at a record rate. Two in three Texas adults and one in three children are considered overweight or obese. But the Community Challenge can help change that narrative. It's one piece of a complex approach to address Texas' health crisis. The Healthier Texas Community Challenge unites Texans from across the state to build a healthier Texas. This free eight-week competition challenges Texans to develop simple healthy habits like eating healthier, exercising, and staying hydrated because our everyday choices shape our health and our future.

CITY COUNCIL MEETING 4. a.

Meeting Date: 05/28/2026
Subject: Public Hearing for a Voluntary Annexation of approximately 202.48 acres
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Conduct a public hearing regarding the proposed voluntary annexation of approximately 202.48 acres at 7701 John Martin Road.

PREFACE

This public hearing regarding the petition by Goose Creek Commerce Center, LP, for the annexation of approximately 202.48 acres at 7701 John Martin Road, located on the north and south sides of Battlebell Road and the east side of John Martin Road and including sections of Battlebell and Jones Roads, legally described as Tracts 26, 26A, 26B, 26C, 27Q, 38B, 43, 43B, 43-I Blocks 25, 26 and 27, Elena Fruit & Cotton Farms and Lots 11 through 30 Block 6, Highland Farms, Harris County, Texas; along with approximately 3.710 acres being the entire width of Battlebell Road right-of-way extending westward from the intersection of John Martin Road approximately 2,730 feet; and approximately 5.069 acres being the entire width of the Jones Road right-of-way extending westward from the intersection of John Martin Road approximately 3,745 feet, out of the Talcott Patching Survey, Abstract No. 620 and the Sandford Rice Survey, Abstract No. 682, Harris County, Texas.

On April 23, 2026, City Council approved a resolution granting the petition and directed staff to create a service plan for the area. Annexation is being requested to obtain city services for future construction of a warehouse development. An application to zone this property to the Planned Unit Development (PUD) Zoning District will be processed concurrently.

The supporting documents are attached for review.

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

Annexation Petition
Vicinity Map
City Limit Map

EXHIBIT A

CITY OF BAYTOWN

PETITION REQUESTING ANNEXATION

Incomplete applications will not be accepted. Indicate "N/A" when an item does not pertain to your application.

STATE OF TEXAS

COUNTY OF HARRIS/CHAMBERS

COME NOW, Goose Creek Commerce Center, LP, Owner(s) of the real property describes as follows to-wit:

(Describe property and attach metes and bounds)

Requesting annexation of 193.701 acres currently in Baytown ETJ for a multi-phase multi-building industrial development, more particularly described on Exhibit "A" attached hereto.

(State property location, for example, the property is located north of I-10 near N. Main Street.)

The property is located to the north of Jones Road & Goose Creek Commerce Center Phase 1, west of John Martin Road and South of E. Wallisville Road.

(State the purpose of this annexation – What will be built, placed, etc.)

- ☐ Residential/Manufactured (Number of Lots)_____
- ☐ Commercial Business (Business type) _____
- ☐ Restaurant (Number of seats) _____
- ☐ Office Building (Number of Occupants) _____
- ■ Other (description) Warehouse Development
- ☐ Multifamily (Number of Units)_____
- ☐ RV Park (Number of Pads) _____
- ☐ Hotel/Motel (Number of Beds) _____
- ☐ Retail (Number of Washrooms) _____

Said tract is one-half mile or less in width; is contiguous to the city limits of Baytown; and is vacant and without residence or on which fewer than three qualified voters reside.

Application Fee: voluntary annexations are $1,000.00

(I), (We), Goose Creek Commerce Center, LP, the Owner(s) of the above-described property request annexation of the property by the City of Baytown.

SIGNED this the 2nd day of December, 2025.

Goose Creek Commerce Center, LP
Owner

See the attached signature page.
Name & Title

Address

Telephone Number

Email Address

Owner

Name & Title

Address

Telephone Number

Email Address

SIGNATURE PAGE TO
CITY OF BAYTOWN
PETITION REQUESTING ANNEXATION

SIGNED this the 2nd day of December, 2025.

OWNER:

GOOSE CREEK COMMERCE CENTER, LP,
a Delaware limited partnership

By: HW Goose Creek CC GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Printed Name: Toby Rogers
Title: Executive Vice President

Address: Goose Creek Commerce Center, LP
3000 Turtle Creek Blvd
Dallas, TX 75219

Telephone Number: (972) 201-2810
Email Address: toby.rogers@hillwood.com

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 2, 2025, by TOBY ROGERS, as Executive Vice President of HW Goose Creek CC GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as the general partner of GOOSE CREEK COMMERCE CENTER, LP, a Delaware limited partnership, on behalf of said limited partnership.

[SEAL]

SARAH SANDERS
Notary ID #132220130
My Commission Expires
October 22, 2027

_____
Notary Public * STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of Baytown
Attn: Planning Department
P. O. Box 424
Baytown, TX 77522-0424

EXHIBIT A
Land

TRACT 1:

A TRACT OR PARCEL CONTAINING 96.295 ACRES OR 4,194,637 SQUARE FEET OF LAND SITUATED IN THE TALLCOT PATCHING SURVEY, ABSTRACT NO. 620 AND THE SANDFORD RICE SURVEY, ABSTRACT NO. 682, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 52.533 ACRE TRACT OF LAND CONVEYED TO CHARLES H. COX AS RECORDED UNDER HARRIS COUNTY CLERKS FILE (H.C.C.F.) NO. W487720, ALL OF A CALLED 1.0 ACRE TRACT OF LAND CONVEYED TO CHARLES H. COX AS RECORDED UNDER H.C.C.F. NO. W660866 AND ALL OF A CALLED 42.85 ACRE TRACT OF LAND CONVEYED TO CHARLES H. COX AS RECORDED UNDER H.C.C.F. NOS. R862033 AND R862035, ALSO BEING OUT OF BLOCKS 25, 26 AND 27 OF UNIT "C", ELENA FRUIT & COTTON FARMS, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 7, PAGE 48 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), WITH SAID 96.295 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF WALLISVILLE ROAD (PUBLIC, CALLED 80' WIDTH) MARKING THE COMMON NORTHERLY CORNER OF SAID 52.533 ACRE TRACT AND A CALLED 25.258 ACRE TRACT OF LAND CONVEYED TO MISSOURI PACIFIC RAILROAD COMPANY AS RECORDED UNDER H.C.C.F. NO. R434830, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 1/2 INCH IRON ROD (ILLEGIBLE) FOUND FOR REFERENCE BEARS NORTH 17 DEG. 35 MIN. WEST, 2.85 FEET;

THENCE, NORTH 86 DEG. 44 MIN. 09 SEC. EAST WITH SAID SOUTHERLY R.O.W. LINE OF WALLISVILLE ROAD, A DISTANCE OF 1,093.76 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE COMMON NORTHERLY CORNER OF SAID 52.533 ACRE TRACT AND A CALLED 6.86 ACRE TRACT OF LAND CONVEYED TO CURTIS LEE HIPPARD AS RECORDED UNDER H.C.C.F. NO. 20090021576, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 29 MIN. 16 SEC. EAST WITH THE COMMON LINE OF SAID 52.533 ACRE TRACT, SAID 6.86 ACRE TRACT AND A CALLED 10.85 ACRE TRACT OF LAND CONVEYED TO AUTUMN DAWN MULLEN AS RECORDED UNDER H.C.C.F. NO. RP-2023-48722, A DISTANCE OF 1,293.88 FEET TO A 1/2 INCH IRON PIPE FOUND ON A NORTHERLY LINE OF SAID 42.85 ACRE TRACT MARKING THE COMMON SOUTHERLY CORNER OF SAID 52.533 ACRE TRACT AND SAID 10.85 ACRE TRACT;

THENCE, NORTH 86 DEG. 36 MIN. 53 SEC. EAST WITH THE COMMON LINE OF SAID 42.85 ACRE TRACT AND SAID 10.85 ACRE TRACT, A DISTANCE OF 598.04 FEET TO A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND MARKING THE COMMON CORNER OF SAID 42.85 ACRE TRACT, SAID 10.85 ACRE TRACT A CALLED 1 ACRE TRACT OF LAND CONVEYED TO DANA L. BROWN AS RECORDED UNDER H.C.C.F. NO. RP-2019-116010 AND A CALLED 10 ACRE TRACT OF LAND CONVEYED TO DANA L. BROWN AS RECORDED UNDER H.C.C.F. NO. RP-2019-116010;

THENCE, SOUTH 03 DEG. 23 MIN. 13 SEC. EAST WITH THE COMMON LINE OF SAID 42.85 ACRE TRACT AND SAID 10 ACRE TRACT, A DISTANCE OF 417.92 FEET TO A CAPPED 5/8 INCH

RP-2024-462105

IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON WESTERLY CORNER OF SAID 10 ACRE TRACT AND A CALLED 7.5 ACRE TRACT OF LAND CONVEYED TO ABIDING FAITH BAPTIST CHURCH OF BAYTOWN AS RECORDED UNDER H.C.C.F. NO. X551813, FROM WHICH A 3/8 INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 72 DEG. 09 MIN. EAST, 4.57 FEET;

THENCE, SOUTH 02 DEG. 28 MIN. 41 SEC. EAST WITH THE COMMON LINE OF SAID 42.85 ACRE TRACT AND SAID 7.5 ACRE TRACT, A DISTANCE OF 332.92 FEET TO A 1/2 INCH IRON ROD FOUND MARKING A COMMON CORNER OF SAID 42.85 ACRE TRACT AND SAID 7.5 ACRE TRACT;

THENCE, NORTH 86 DEG. 43 MIN. 46 SEC. EAST WITH THE COMMON LINE OF SAID 42.85 ACRE TRACT, SAID 7.5 ACRE TRACT AND A CALLED 8 ACRE TRACT OF LAND CONVEYED TO SAN JACINTO BAPTIST ASSOCIATION AS RECORDED UNDER H.C.C.F. NO. H700306, A DISTANCE OF 1,046.87 FEET TO A 5/8 INCH IRON ROD FOUND ON THE WESTERLY R.O.W. LINE OF JOHN MARTIN ROAD (PUBLIC, WIDTH VARIES) MARKING THE COMMON EASTERLY CORNER OF SAID 42.85 ACRE TRACT AND SAID 8 ACRE TRACT, FOR THE MOST SOUTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 37 MIN. 48 SEC. EAST WITH SAID WESTERLY R.O.W. LINE OF JOHN MARTIN ROAD, A DISTANCE OF 554.31 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE INTERSECTION OF SAID WESTERLY R.O.W. LINE OF JOHN MARTIN ROAD AND THE NORTHERLY R.O.W. LINE OF BATTLEBELL ROAD (PUBLIC, CALLED 60' WIDTH), FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE BEARS SOUTH 39 DEG. 46 MIN. EAST, 2.41 FEET;

RP-2024-462105

THENCE, WITH SAID NORTHERLY R.O.W. LINE OF BATTLEBELL ROAD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 86 DEG. 39 MIN. 12 SEC. WEST, A DISTANCE OF 1,531.54 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

SOUTH 86 DEG. 33 MIN. 21 SEC. WEST, A DISTANCE OF 208.90 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

SOUTH 86 DEG. 17 MIN. 25 SEC. WEST, A DISTANCE OF 283.16 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON SOUTHERLY CORNER OF SAID 42.85 ACRE TRACT AND SAID 52.533 ACRE TRACT;

SOUTH 86 DEG. 46 MIN. 20 SEC. WEST, A DISTANCE OF 705.73 FEET TO A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND MARKING THE COMMON SOUTHERLY CORNER OF SAID 52.533 ACRE TRACT AND SAID 25.258 ACRE TRACT, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON LINE OF SAID 52.533 ACRE TRACT AND SAID 25.258 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

NORTH 02 DEG. 52 MIN. 04 SEC. WEST, A DISTANCE OF 2,204.68 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR CORNER;

SOUTH 87 DEG. 07 MIN. 56 SEC. WEST, A DISTANCE OF 10.00 FEET TO A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND FOR CORNER;

NORTH 02 DEG. 52 MIN. 04 SEC. WEST, A DISTANCE OF 150.00 FEET TO A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND FOR CORNER, FROM WHICH A CAPPED 1/2 INCH IRON ROD (ILLEGIBLE) FOUND FOR REFERENCE BEARS NORTH 88 DEG. 49 MIN. WEST, 0.68 FEET;

NORTH 87 DEG. 07 MIN. 56 SEC. EAST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

NORTH 02 DEG. 52 MIN. 04 SEC. WEST, A DISTANCE OF 247.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 96.295 ACRES OR 4,194,637 SQUARE FEET OF LAND, MORE OR LESS.

TRACT 2:

A TRACT OR PARCEL CONTAINING 20.258 ACRES OR 882,462 SQUARE FEET OF LAND SITUATED IN THE TALLCOT PATCHING SURVEY, ABSTRACT NO. 620 AND THE SANDFORD RICE SURVEY, ABSTRACT NO. 682, HARRIS COUNTY, TEXAS, BEING THE RESIDUE OF A CALLED 30.3930 ACRE TRACT OF LAND CONVEYED TO CHARLES H. COX AS RECORDED UNDER HARRIS COUNTY CLERKS FILE (H.C.C.F.) NO. N952464, ALSO BEING ALL OF LOTS 11, 12, 29 AND 30, BLOCK 6 OF HIGHLAND FARMS, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 7, PAGE 60 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), WITH SAID 20.258 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF BATTLEBELL ROAD (PUBLIC, CALLED 60' WIDTH) MARKING THE COMMON NORTHERLY CORNER OF SAID 30.3930 ACRE TRACT AND A CALLED 10.115 ACRE TRACT OF LAND CONVEYED TO MISSOURI PACIFIC RAILROAD COMPANY AS RECORDED UNDER H.C.C.F. NO. R307891, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1 INCH IRON PIPE FOUND FOR REFERENCE BEARS SOUTH 01 DEG. 16 MIN WEST, 1.16 FEET;

THENCE, NORTH 86 DEG. 40 MIN. 48 SEC. EAST WITH SAID SOUTHERLY R.O.W. LINE OF BATTLEBELL ROAD, A DISTANCE OF 563.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE NORTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO FRANK D. COX AND B. JOYCE COX AS RECORDED UNDER H.C.C.F. NO. N952466, FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 28 MIN. 55 SEC. EAST WITH THE WESTERLY LINE OF SAID FRANK D. COX TRACT, A DISTANCE OF 1,568.96 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHERLY R.O.W. LINE OF JONES ROAD (PUBLIC, CALLED 60' WIDTH) MARKING THE SOUTHWESTERLY CORNER OF SAID FRANK D. COX TRACT, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

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THENCE, SOUTH 86 DEG. 58 MIN. 57 SEC. WEST WITH SAID NORTHERLY R.O.W. LINE OF JONES ROAD, A DISTANCE OF 563.03 FEET TO A 1 INCH IRON PIPE FOUND MARKING THE COMMON SOUTHERLY CORNER OF SAID 30.3930 ACRE TRACT AND SAID 10.115 ACRE TRACT, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 39 DEG. 24 MIN EAST, 2.48 FEET;

THENCE, NORTH 02 DEG. 28 MIN. 48 SEC. WEST WITH THE COMMON LINE OF SAID 30.3930 ACRE TRACT AND SAID 10.115 ACRE TRACT, A DISTANCE OF 1,565.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.258 ACRES OR 882,462 SQUARE FEET OF LAND, MORE OR LESS.

TRACT 4:

A TRACT OR PARCEL CONTAINING 67.004 ACRES OR 2,918,677 SQUARE FEET OF LAND SITUATED IN THE TALLCOT PATCHING SURVEY, ABSTRACT NO. 620, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 66.9868 ACRE TRACT OF LAND CONVEYED TO CHARLES H. COX AS RECORDED UNDER HARRIS COUNTY CLERKS FILE (H.C.C.F.) NO. N952464, ALSO BEING ALL OF LOTS 14 THROUGH 27, BLOCK 6 OF HIGHLAND FARMS, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 7, PAGE 60 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), WITH SAID 67.004 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "JONES & CARTER" FOUND ON THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF BATTLEBELL ROAD (CALLED 60' WIDTH) MARKING THE COMMON NORTHERLY CORNER OF SAID 66.9868 ACRE TRACT AND A TRACT OF LAND CONVEYED TO FRANK D. COX AND B. JOYCE COX AS RECORDED UNDER H.C.C.F. NO. N952466, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 86 DEG. 33 MIN. 06 SEC. EAST WITH SAID SOUTHERLY R.O.W. LINE OF BATTLEBELL ROAD, A DISTANCE OF 1,850.36 FEET TO A 1 INCH IRON PIPE FOUND MARKING THE INTERSECTION OF SAID SOUTHERLY R.O.W. LINE OF BATTLEBELL ROAD AND THE WESTERLY R.O.W. LINE OF JOHN MARTIN ROAD (PUBLIC, WIDTH VARIES), FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID WESTERLY R.O.W. LINE OF JOHN MARTIN ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTH 02 DEG. 29 MIN. 54 SEC. EAST, A DISTANCE OF 1,580.08 FEET TO A 1 INCH IRON PIPE FOUND MARKING AN ANGLE POINT;

SOUTH 11 DEG. 22 MIN. 16 SEC. WEST, A DISTANCE OF 4.40 FEET TO A CAPPED 2 INCH IRON PIPE FOUND MARKING THE INTERSECTION OF SAID WESTERLY R.O.W. LINE OF JOHN MARTIN ROAD AND THE NORTHERLY R.O.W. LINE OF JONES ROAD (PUBLIC, CALLED 60' WIDTH), FOR THE SOUTHEASTERLY CORNER OF SAID 66.9868 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FROM WHICH A CONCRETE

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MONUMENT FOUND FOR REFERENCE BEARS SOUTH 63 DEG. 58 MIN. EAST, 4.66 FEET;

THENCE, SOUTH 86 DEG. 58 MIN. 57 SEC. WEST WITH SAID NORTHERLY R.O.W. LINE OF JONES ROAD, A DISTANCE OF 1,849.55 FEET TO A CAPPED 2 INCH IRON PIPE (DISTURBED) FOUND MARKING THE COMMON SOUTHERLY CORNER OF SAID 66.9868 ACRE TRACT AND SAID FRANK D. COX TRACT, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 28 MIN. 58 SEC. WEST WITH THE COMMON LINE OF SAID 66.9868 ACRE TRACT AND SAID FRANK D. COX TRACT, A DISTANCE OF 1,570.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 67.004 ACRES OR 2,918,677 SQUARE FEET OF LAND, MORE OR LESS.

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EXHIBIT A
Land

A TRACT OR PARCEL CONTAINING 10.144 ACRES OR 441,858 SQUARE FEET OF LAND SITUATED IN THE TALLCOT PATCHING SURVEY, ABSTRACT NO. 620 AND THE SANDFORD RICE SURVEY, ABSTRACT NO. 682, HARRIS COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND CONVEYED TO FRANK D. COX AND B. JOYCE COX AS RECORDED UNDER HARRIS COUNTY CLERKS FILE (H.C.C.F.) NO. N952466, ALSO BEING ALL OF LOTS 13 AND 28, BLOCK 6 OF HIGHLAND FARMS, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 7, PAGE 60 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), WITH SAID 10.144 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "JONES & CARTER" FOUND ON THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF BATTLEBELL ROAD (CALLED 60' WIDTH) MARKING THE COMMON NORTHERLY CORNER OF SAID FRANK D. COX TRACT AND A CALLED 66.9868 ACRE TRACT OF LAND CONVEYED TO CHARLES H. COX AS RECORDED UNDER H.C.C.F. NO. N952464, FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

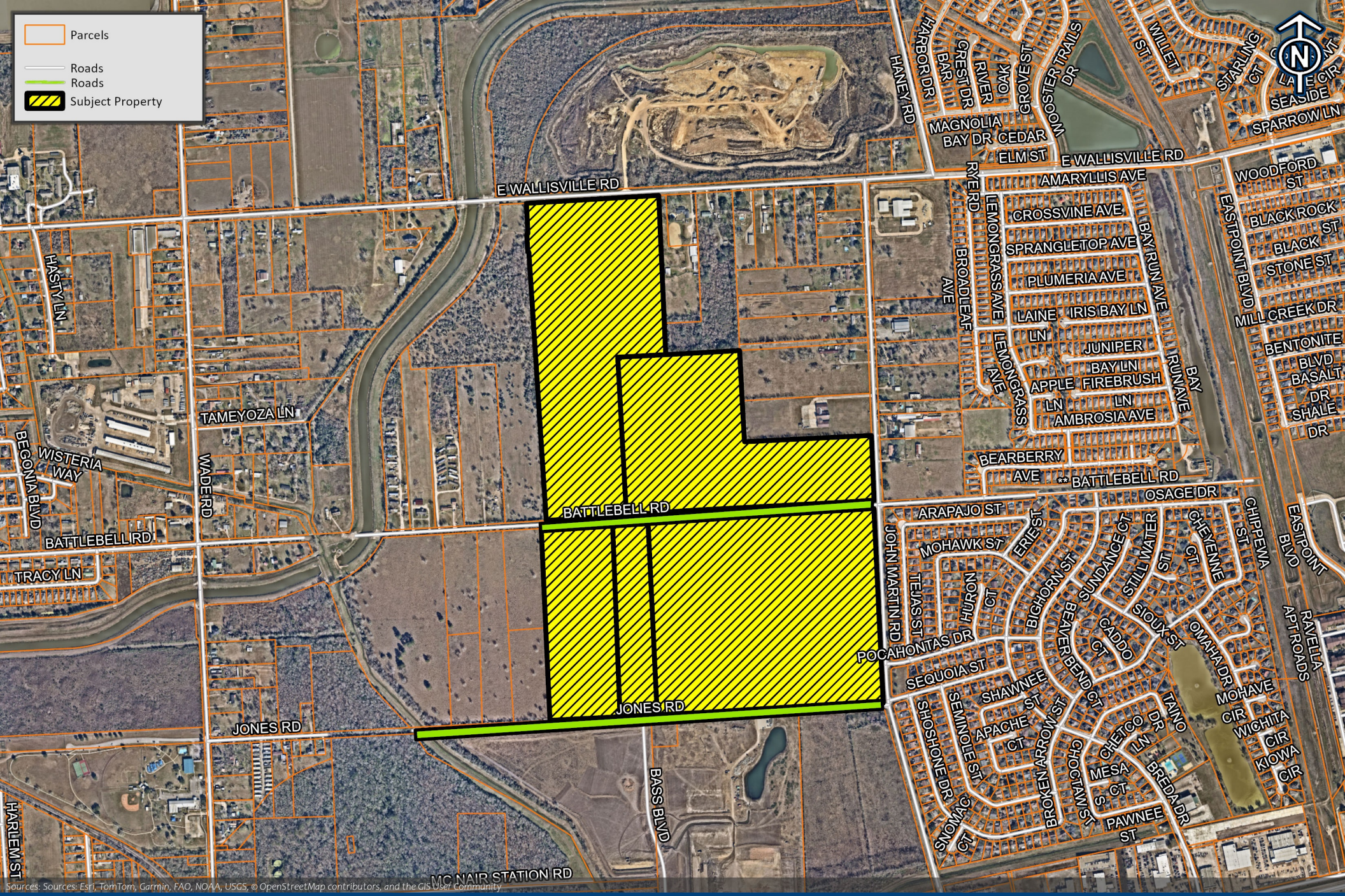
THENCE, SOUTH 02 DEG. 28 MIN. 58 SEC. EAST WITH THE COMMON LINE OF SAID FRANK D. COX TRACT AND SAID 66.9868 ACRE TRACT, A DISTANCE OF 1,570.44 FEET TO A CAPPED 2 INCH IRON PIPE (DISTURBED) FOUND ON THE NORTHERLY R.O.W. LINE OF JONES ROAD (CALLED 60' WIDTH) MARKING THE COMMON SOUTHERLY CORNER OF SAID FRANK D. COX TRACT AND SAID 66.9868 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 86 DEG. 58 MIN. 57 SEC. WEST WITH SAID NORTHERLY R.O.W. LINE OF JONES ROAD, A DISTANCE OF 281.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWESTERLY CORNER OF SAID FRANK D. COX TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 28 MIN. 55 SEC. WEST WITH THE WESTERLY LINE OF SAID FRANK D. COX TRACT, A DISTANCE OF 1,568.96 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON SAID SOUTHERLY R.O.W. LINE OF BATTLEBELL ROAD MARKING THE NORTHWESTERLY CORNER OF SAID FRANK D. COX TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 86 DEG. 40 MIN. 48 SEC. EAST WITH SAID SOUTHERLY R.O.W. LINE OF BATTLEBELL ROAD, A DISTANCE OF 281.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.144 ACRES OR 441,858 SQUARE FEET OF LAND, MORE OR LESS.

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

Voluntary Annexation

North and South of Battlebell Road and sections of Battlebell and Jones Roads

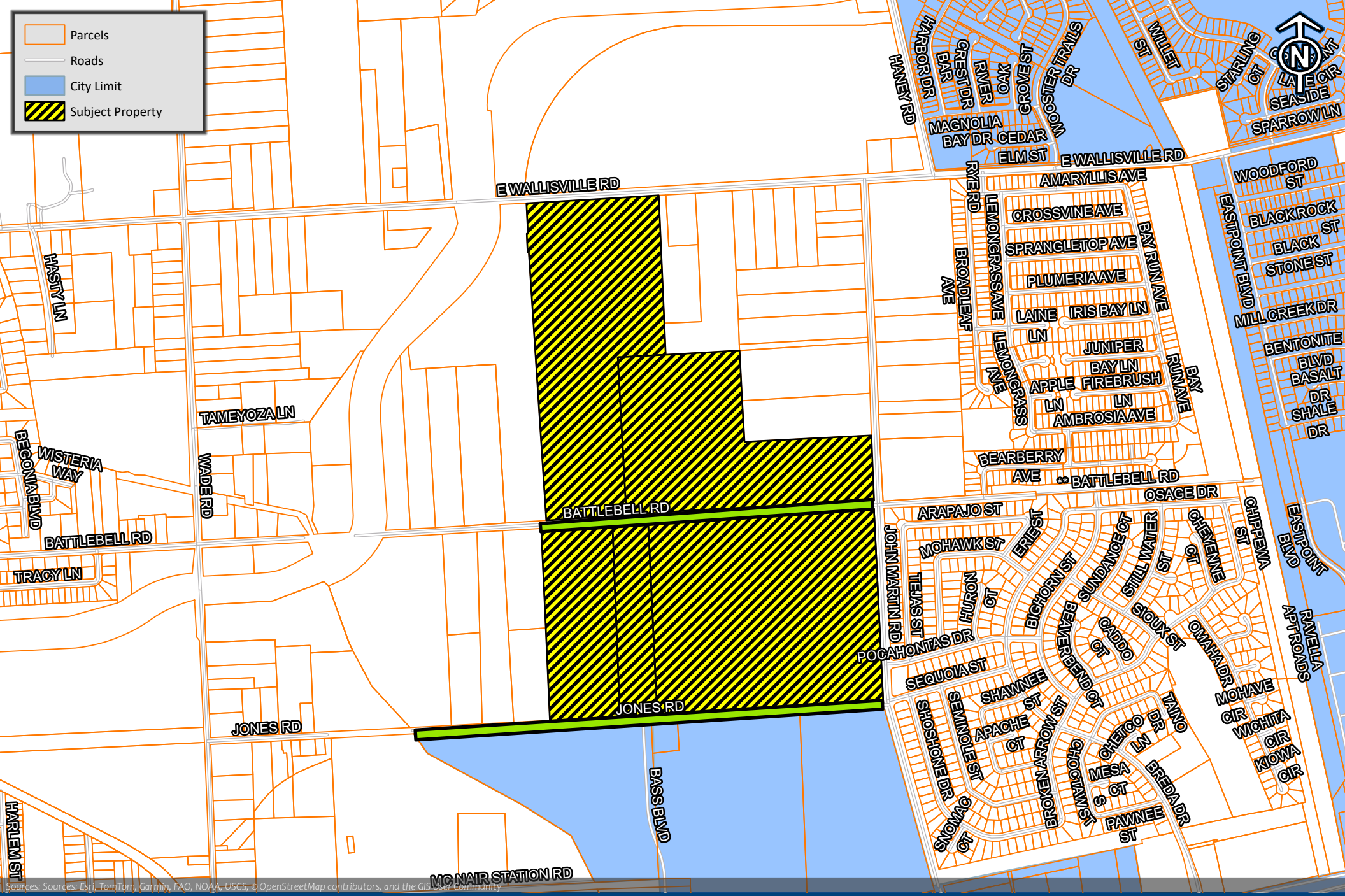
Tracts 26, 26A, 26B, 26C, 27Q, 38B, 43, 43B, 43-I Blocks 25, 26 and 27, Elena Fruit & Cotton Farms and Lots 11 through 30 Block 6, Highland Farms and sections of Battlebell and Jones Roads

HCAD# 0591420000025, 0591420000036, 0591470060007, 0591470060081, 0591470060087

0 250 500 750 1,000 US Feet

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Date: 2/23/2026



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

Voluntary Annexation

North and South of Battlebell Road and sections of Battlebell and Jones Roads

Tracts 26, 26A, 26B, 26C, 27Q, 38B, 43, 43B, 43-I Blocks 25, 26 and 27, Elena Fruit & Cotton Farms and Lots 11 through 30 Block 6, Highland Farms and sections of Battlebell and Jones Roads

HCAD# 0591420000025, 0591420000036, 0591470060007, 0591470060081, 0591470060087

0 250 500 750 1,000 US Feet

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Date: 2/4/2026

CITY COUNCIL MEETING 5. a.

Meeting Date: 05/28/2026
Subject: Consider an ordinance approving the issuance of Certificates of Obligation, Series 2026
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM
Consider an ordinance approving the issuance of Certificates of Obligation, Series 2026.

PREFACE
The approval of this item authorizes the issuance of City of Baytown, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026; levying a tax in payment thereof; setting certain parameters for the sale of the certificates; approving the preparation and distribution of an official statement; enacting other provisions relating thereto; and providing for the effective date thereof.

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

Ordinance
Presentation

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE CERTIFICATES; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

****

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the "Act"), the City of Baytown, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sanitary sewer system (the "System") in an amount not to exceed $1,000 as authorized by the Act and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue from time to time one or more series of certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City's website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed $59,500,000, and the proceeds would be used for the purposes set forth in Section 3.1 hereof; and

WHEREAS, the City Council of the City hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the certificates of obligation on May 28, 2026; and

WHEREAS, no petition of any kind has been filed with the City Clerk, any member of the City Council, or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the City is a home-rule municipality that has adopted a charter under Article XI, Section 5 of the Texas Constitution, has a population in excess of 50,000 and has outstanding indebtedness that is rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long-term obligations; and

WHEREAS, the City has a principal amount of at least $100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an "Issuer" under Chapter 1371 of the Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, pursuant to Chapter 1371, the City desires to delegate the authority to effect the sale of the certificates of obligation to the Authorized Officer (hereinafter defined); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

"Act" means Subchapter C, Chapter 271, Texas Local Government Code, as amended.

"Authorized Officer" means the Mayor, the City Manager or the Director of Finance of the City, who are authorized to act on behalf of the City in selling and delivering the Certificates, or such other officers of the City as designated in writing.

"Bond Counsel" means Bracewell LLP.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Certificates" means the City's certificates of obligation authorized to be issued by Section 3.1 of this Ordinance and designated as "City of Baytown, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026" and such other series or subseries as may be designated in the Pricing Certificate.

"Chapter 1371" has the meaning assigned to such term in the recitals of this Ordinance.

"City" means the City of Baytown, Texas.

"City Council" means the City Council of the City.

"Closing Date" means the date of the initial delivery of and payment for the Certificates designated in the Pricing Certificate.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Dated Date" means the date designated as the dated date of the Certificates in the Pricing Certificate.

"Debt Service" means, collectively, all amounts due and payable with respect to the Certificates representing the principal of the Certificates and the interest, payable at the times and in the manner provided herein and the payment of the costs associated therewith.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate authorized by Section 3.4(d) of this Ordinance.

"Initial Purchaser" means, if the Certificates are sold pursuant to a competitive sale, the

initial purchaser of the Certificates designated in the Pricing Certificate.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.2 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the principal of the Certificates is scheduled to be paid, as designated in the Pricing Certificate.

"Maturity" means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

"Notice of Sale" means, if the Certificates are sold pursuant to a competitive sale, the notice of sale in the form approved by the Authorized Officer and utilized in conjunction with the Preliminary Official Statement in the sale of the Certificates.

"Ordinance" as used herein and in the Certificates means this ordinance authorizing the Certificates.

"Owner" means, initially, the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA or any successor thereto as provided in this Ordinance.

"Paying Agent/Registrar Agreement" means the paying agent/registrar agreement between the Paying Agent/Registrar and the City relating to the Certificates.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of the Certificates under this Ordinance.

"Purchase Contract" means, if the Certificates are sold pursuant to a negotiated sale, the purchase contract or contracts between the City and the Underwriters relating to the sale of the Certificates.

"Record Date" means the fifteenth day of the month next preceding each Interest Payment Date, or such other date as may be specified in the Pricing Certificate.

"Register" means the bond register specified in Section 3.6.(a) of this Ordinance.

"Regulations" means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representative" means, if the Certificates are sold pursuant to a negotiated sale, the representative of the Underwriters designated in the Purchase Contract.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.3(e).

"Special Record Date" means a new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.3(e).

"State" means the State of Texas.

"Stated Maturity" means the respective stated maturity dates of the Certificates specified in the Pricing Certificate.

"System" as used in this Ordinance means the City's waterworks and sanitary sewer system.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for ninety (90) days after the applicable payment or redemption date.

"Underwriters" means, if the Certificates are sold pursuant to a negotiated sale, the Underwriters of the Certificates named in the Purchase Contract.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

(e) The findings and determinations contained in the recitals to this Ordinance are incorporated herein for all purposes.

ARTICLE II

TAX LEVY; INTEREST AND SINKING FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the Debt Service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law; and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates and related fees and expenses when and as due and payable in accordance with their terms and this Ordinance.

(d) To pay Debt Service on the Certificates coming due prior to receipt of the taxes levied to pay such Debt Service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

Section 2.2. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Baytown, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, Interest and Sinking Fund" (the "Interest and Sinking Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed One Thousand Dollars ($1,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any Debt Service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The Certificates are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, specifically the Act and Chapter 1371. The Certificates shall be issued from time to time in the total aggregate principal amount not to exceed $59,500,000 for the costs associated with (i) the design, construction, acquisition, equipment and improvement of the City's waterworks and sanitary sewer system, including lift station improvements, wastewater treatment plant improvements, storage tank improvements, and water and sewer line replacements and rehabilitation, and (ii) the cost of professional services incurred in connection thereto.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date and shall be issued in fully registered

form, without coupons.

(b) The Certificates shall be issued in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of $5,000 principal amount or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(c) The Certificates shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date or the Closing Date, as provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3. Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Certificate shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a Special Record Date will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the Special Payment Date of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust,

uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall (i) have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his his/her duly authorized agent, or (ii) be accompanied by such other form of registration certificate as utilized by the Comptroller of Public Accounts of the State from time to time, executed manually or in electronic format by the Comptroller of Public Accounts of the State or by his/her duly authorized agent, which certificate may be attached to the opinion of the Attorney General of the State, and either such certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates designated in the Pricing Certificate, to be payable in stated installments to the Representative or its designee (if the Certificates are sold pursuant to a negotiated sale) or the Initial Purchaser or its designee (if the Certificates are sold pursuant to a competitive sale), to be executed by the manual or facsimile signatures of the Mayor or Mayor Pro Tem and City Clerk, approved by the Attorney General of the State, and registered by the Comptroller of Public

Accounts of the State, and accompanied by a certificate of registration manually or electronically signed by the Comptroller of Public Accounts of the State, will be delivered to the Representative or its designee (if the Certificates are sold pursuant to a negotiated sale) or the Initial Purchaser or its designee (if the Certificates are sold pursuant to a competitive sale). Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the

Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before Stated Maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or

other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) Unless otherwise specified in the Pricing Certificate, the definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for

all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.2. Optional Redemption.

The Certificates shall be subject to redemption at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated in the Pricing Certificate.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as "Term Certificates" in the Pricing Certificate ("Term Certificates"), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking fund payment within a maturity with respect to Term Certificates, if any) to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.5.(b) of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called of redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such

date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) BOKF, NA, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying

Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The form of Paying Agent/Registrar Agreement is hereby approved. The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the Mayor or the Mayor Pro Tem and the City Clerk of the City, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State (unless accompanied by such other form of registration certificate as then utilized by the Comptroller of Public Accounts of the State as described in Section 3.4(c) of this Ordinance), the Certificate of the Paying Agent/Registrar, the Assignment form, and the Statement of Insurance, if any, to appear on each of the Certificates, (i) shall be substantially in the form set forth in Exhibit A attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typewritten, photocopied, printed lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

Section 6.2. Securities Identification Registration.

The City may secure identification numbers through CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of securities identification numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for securities identification

numbers incorrectly printed on the Certificates.

Section 6.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Clerk of the City, which may be executed in facsimile.

Section 6.4. Bond Insurance.

If bond insurance is obtained by the Initial Purchaser, the Certificates may bear an appropriate legend as provided by the insurer.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The Certificates shall be sold to the Underwriters or the Initial Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City in selling and delivering the Certificates and in carrying out the other procedures specified in this Ordinance from time to time, including determining whether the Certificates will be sold pursuant to a negotiated or competitive sale, determining the price at which each of the Certificates will be sold, the number and designation of each series or subseries of Certificates to be issued, the form in which the Certificates shall be issued, the years and dates on which the Certificates will mature, the principal amount to mature in each of such years, the aggregate principal amount to be issued by the City, the rate of interest to be borne by each maturity of the Certificates, the Interest Payment Dates, the dates, prices and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the defeasance provisions, the selection of Underwriters if the Certificates are sold pursuant to a negotiated sale, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the true interest costs for the Certificates shall not be greater than 6.00%, which amount is less than the maximum interest rate allowed under Section 1204.006, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Certificates authorized to be issued for the purposes described in Section 3.1 shall not exceed the maximum aggregate principal amount described in Section 3.1;

(iii) no Certificate shall mature more than forty (40) years from the date of delivery thereof; and

(iv) the Pricing Certificate shall reflect the remaining authority under Section 3.1 that is being reserved for a subsequent issuance of Certificates under this Ordinance.

(b) If the Certificates are sold pursuant to a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver a Purchase Contract providing for the sale of the Certificates to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approved the final terms and provisions of the Purchase Contract in accordance to the terms of the Pricing Certificate and this Ordinance, which final terms are hereby determined to be the most advantageous reasonably attainable by the City, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer. If the Certificates are sold pursuant to a competitive sale, the Authorized Officer is hereby authorized and directed to approve, in conformity with this Ordinance and the Notice of Sale, the terms, conditions and specifications for the sale of the Certificates, and further authorized to award the sale of the Certificates to the purchaser submitting a bid form conforming to the specifications set forth in the Notice of Sale that produces the lowest interest cost to the City. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall initially be registered in the name of the Representative (if the Certificates are sold pursuant to a negotiated sale) or the Initial Purchaser (if the Certificates are sold pursuant to a competitive sale) or such other entity as may be specified in the bid form.

(c) The authority granted to the Authorized Officer under Sections 7.1(a) and 7.1(b) shall expire at 11:59 p.m. on a date 90 days from the date of this Ordinance, unless otherwise extended by the City by separate action. For purposes of clarity, if the award of sale is made within such 90-day period, the closing on the Certificates may take place after the expiration of such period.

(d) The Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, agreements, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Certificates, pay the costs of issuance of the Certificates, and effectuate the terms and provisions of this Ordinance.

Section 7.2. Official Statement.

The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract (if the Certificates are sold pursuant to a negotiated sale) or the winning bid form (if the Certificates are sold pursuant to a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriters or the Initial Purchaser, as applicable, (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Representative or Initial Purchaser, as applicable) is hereby approved and authorized, and if required, the proper officials of the City are authorized to sign such Official Statement. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

Section 7.3. Deposit of Proceeds.

Proceeds from the sale of the Certificates, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate. Any proceeds remaining after the accomplishment of such purposes, including interest earnings on the investment of such proceeds, shall be deposited to the Interest and Sinking Fund.

Section 7.4. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence any officer of the City, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

ARTICLE VIII

REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable

obligations of the City in accordance with their terms.

(c) It is hereby found and determined that the facilities described in Section 3.1 of this Ordinance constitute public works as such term is defined under Section 271.043(7-a) of the Texas Local Government Code and are eligible to be financed through the issuance of the Certificates.

ARTICLE IX

PROVISIONS CONCERNING FEDERAL INCOME TAX MATTERS

Section 9.1. General.

City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bonds.

Section 9.2. No Private Activity Bonds.

The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

Section 9.3. No Federal Guarantee.

The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 9.4. No Hedge Bonds.

The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be "hedge bonds" within the meaning of section 149(g) of the Code.

Section 9.5. No Arbitrage Bonds.

The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

Section 9.6. Required Rebate.

The City covenants that, if the City does not qualify for an exception to the requirements

of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

Section 9.7. Information Reporting.

The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

Section 9.8. Record Retention.

The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

Section 9.9. Registration.

If the Certificates are "registration-required bonds" under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

Section 9.10. Favorable Opinion of Bond Counsel.

Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

Section 9.11. Continuing Compliance.

Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

Section 9.12. Official Intent.

For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City's official declaration of intent to use proceeds of the Certificates issued in the maximum amount authorized by this Ordinance to reimburse itself for certain capital expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE X

DISCHARGE

Section 10.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in an electronic format, accompanied by identifying information as prescribed by the MSRB (i) within six (6) months after the end of each Fiscal Year of the City ending in and after 2026, financial information and operating data with respect to the City of the general type included in the Official Statement, being the information described in the Pricing Certificate, and including financial statements of the City, if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if they become available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 11.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of the holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement

relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City, in any event, will give notice of any redemption calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN

CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Underwriters or Initial Purchaser, as applicable, of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Changes to Ordinance.

The City Attorney or Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 12.2. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Manager, the Finance Director, the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 12.3. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity, and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.4. Severability and Savings.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12.5. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 12.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Execution Page Follows]

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

[SEAL]

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

FORM OF THE CERTIFICATES

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
$_____

United States of America
State of Texas
Counties of Harris and Chambers

CITY OF BAYTOWN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2026

INTEREST RATE:	MATURITY DATE:	CLOSING DATE:	CUSIP NO.:
_____%	_____	_____[1]	_____

The City of Baytown (the "City"), in the Counties of Harris and Chambers, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____[2] and _____[3] of each year, commencing on _____[4].

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of BOKF, NA, Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying

[1] Insert from Pricing Certificate.

[2] Insert from Pricing Certificate.

[3] Insert from Pricing Certificate.

[4] Insert from Pricing Certificate.

Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated _____[5], and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of $_____[6] (herein referred to as the "Certificates") pursuant to a certain ordinance (the "Certificate Ordinance") adopted by the City Council of the City and a pricing certificate executed pursuant to the Certificate Ordinance (the "Pricing Certificate" and together with the Certificate Ordinance, the "Ordinance") for the costs associated with (i) the design, construction, acquisition, equipment and improvement of the City's waterworks and sanitary sewer system, including lift station improvements, wastewater treatment plant improvements, storage tank improvements, and water and sewer line replacements and rehabilitation, and (ii) the cost of professional services incurred in connection thereto.

The City has reserved the right to redeem the Certificates maturing on and after [_____, in whole or from time to time in part before their respective scheduled maturity dates, on _____][7] or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates

[5] Insert from Pricing Certificate.

[6] Insert from Pricing Certificate.

[7] Insert from Pricing Certificate.

are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking fund payments within a maturity with respect to Term Certificates) to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on _____[8] (the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

$_____[9] Term Certificates Maturing _____[10]

Mandatory Redemption Date	Principal Amount
_____[11]	$_____[12]
_____[13] (maturity)	_____[14]

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection, the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][15]

Not less than thirty (30) days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

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[8] Insert from Pricing Certificate.

[9] Insert from Pricing Certificate.

[10] Insert from Pricing Certificate.

[11] Insert from Pricing Certificate.

[12] Insert from Pricing Certificate.

[13] Insert from Pricing Certificate.

[14] Insert from Pricing Certificate.

[15] Delete if Term Certificates are not issued.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and

principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's waterworks and sanitary sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed $1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal in accordance with law.

City Clerk City of Baytown, Texas	Mayor [Pro Tem] [16] City of Baytown, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

If an alternate form of registration certificate is utilized by the Comptroller of Public Accounts of the State as described in Section 3.4(c) of this Ordinance, such form may be substituted for this Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

[16] Delete if the Mayor executes the Certificates.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon or accompanies the Initial Certificate.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Certificates referred to in the within-mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA,
as Paying Agent/Registrar

Date:_____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

_____

_____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Form of Statement of Insurance.

[Add Statement of Insurance if Initial Purchaser or Underwriters require insurance.]

(f) The Initial Certificate shall be in the form set forth in paragraphs (a), (b), (d) and (e) (if applicable) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NO. _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the maturity date specified above, the sum of _____DOLLARS" shall be deleted and the following will be inserted: "on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Certificate shall be numbered I-1.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the City Council of the City of Baytown, Texas, hereby certify as follows:

1. The City Council of the City of Baytown, Texas, convened in a regular meeting on May 28, 2026, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Charles Johnson	Mayor
Laura Alvarado	Council Member, District 1
Sarah Graham	Council Member, District 2
Ken Griffith	Council Member, District 3
James Franco	Council Member, District 4
Jacob Powell	Council Member, District 5
Mike Lester	Council Member, District 6

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. [___]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE CERTIFICATES; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted “Aye.”

_____ Member(s) of City Council shown present voted “No.”

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 28th day of May, 2026.

[SEAL]

_____

City Clerk
City of Baytown, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2026

Project	Amount
Annual Lift Station Rehabilitation Program	500,000
IH-10 Lift Station #2 Force Main and Gravity System Improvements	33,500,000
Annual Sanitary Sewer Relocation and Oversizing	250,000
Trunk Line Sewer Evaluation and Rehabilitation	350,000
SSO Pipe Replacement - Steinman St.	670,000
SSO Pipe Replacement - W Texas Ave Bridge	770,000
SSO Pipe Replacement - Garth and Northwood	1,400,000
Annual Elevated Storage Tank Painting and Repairs	500,000
Annual Water Line Relocation and Oversizing	250,000
Lead Service Line Replacement	6,000,000
Neighborhood Waterline Area - Morrell Park	6,800,000
Electric Upgrade (MCC) & WDWWTP SCADA	400,000
CDWWTP Equipment and Operations Efficiency Improvements Project	5,500,000
EDWWTP- Digester Building Repairs	66,000
NEDWWTP Improvements	465,000
WDWWTP- Electrical Improvements	106,500
NE-WWTP PEAK FLOW IMPROVEMENTS PROJ	1,950,000
Project Grand Total	**59,477,500**

CITY COUNCIL MEETING 5. b.

Meeting Date: 05/28/2026
Subject: Consider an ordinance approving the issuance of General Obligation Bonds, Series 2026.
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM
Consider an ordinance approving the issuance of General Obligation Bonds, Series 2026.

PREFACE
The approval of this item authorizes the issuance of City of Baytown, Texas General Obligation Bonds, Series 2026; levying a tax in payment thereof; setting certain parameters for the sale of the bonds; enacting other provisions relating thereto; and providing for the effective date thereof.

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

Ordinance
Presentation

ORDINANCE NO. [___]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE BONDS; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

****

WHEREAS, the voters of the City of Baytown, Texas (the "City") approved general obligation bonds voted pursuant to the Constitution and the laws of the State of Texas, including particularly Chapter 1331, Texas Government Code, as amended ("Chapter 1331"), at an election held within the City on November 4, 2025 (the "Election"); and

WHEREAS, at said Election, the voters authorized the amount of general obligation bonds set forth below in the following schedule:

November 4, 2025 Election	Purpose	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
Proposition B	Providing funds for the design, construction, acquisition, improvement and equipment of neighborhood streets and sidewalks, including streetlighting, traffic signals, and related storm drainage and utility improvements, and the acquisition of easements and rights-of-way in connection therewith	$30,450,000	$0	$30,450,000
Proposition D	Providing funds for the design, construction, acquisition and improvement of city fire stations, including the design of Fire Station No. 4 and the acquisition of land in connection therewith	$4,250,000	$0	$4,250,000

WHEREAS, the City Council of the City (the "City Council") has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of general obligation bonds in the principal amounts not to exceed the amount voted and remaining authorized and unissued from the Election, including any premium charged against voted authority (but exclusive of premium used for costs of issuance and other eligible costs), as identified in the Pricing Certificate (as defined herein), should be issued as a portion and installment of such voted authorization; and

WHEREAS, the actual amount issued from Proposition B and Proposition D voted at the Election (collectively, the "Propositions") pursuant to this Order and the balance that remains after the issuance of the bonds authorized in this Order will be indicated in the Pricing Certificate; and

WHEREAS, the general obligation bonds are authorized to be issued pursuant to Chapter 1331; and

WHEREAS, the City is a home-rule municipality that has adopted a charter under Article XI, Section 5 of the Texas Constitution, has a population in excess of 50,000 and has outstanding indebtedness that is rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long-term obligations; and

WHEREAS, the City has a principal amount of at least $100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an "Issuer" under Chapter 1371 of the Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, pursuant to Chapter 1371, the City desires to delegate the authority to effect the sale of the Bonds to the Authorized Officer (hereinafter defined); and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now, therefore

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

"Authorized Denomination" means $5,000 and any integral multiples of $5,000 in excess thereof.

"Authorized Officer" means the Mayor, the City Manager or the Director of Finance of the City, who are authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

"Bond" or "Bonds" means the City's bond or bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Baytown, Texas, General Obligation Bonds,

Series 2026" and such other series or subseries names as may be designated in the Pricing Certificate.

"Bond Counsel" means Bracewell LLP.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Chapter 1331" has the meaning assigned to such term in the recitals of this Ordinance.

"Chapter 1371" has the meaning assigned to such term in the recitals of this Ordinance.

"City" means the City of Baytown, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bond or Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Dated Date" means the date designated as the date of the Bonds in the Pricing Certificate.

"Debt Service" means collectively, all amounts due and payable with respect to the Bonds representing the principal of the Bonds and the interest thereon, payable at the times and in the manner provided herein and in the Pricing Certificate and the payment of the costs associated therewith.

"Debt Service Fund" means the Debt Service Fund established by Section 2.02(a).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar, its corporate trust office or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Election" means the bond election held within the City on November 4, 2025.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year of the City as shall be set from time to time by the City Council.

"Initial Bond" has the meaning set forth in Section 3.04.

"Initial Purchaser" means, if the Bonds are sold pursuant to a competitive sale, the initial purchaser of the Bonds designated in the Pricing Certificate.

"Interest Payment Date" means the date or dates upon which interest on the principal of the Bond or Bonds is scheduled to be paid, as designated in the Pricing Certificate.

"Maturity" means the date on which the principal of the Bond or Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

"MSRB" means the Municipal Securities Rulemaking Board.

"Notice of Sale" means, if the Bonds are sold pursuant to a competitive sale, the notice of sale in the form approved by the Authorized Officer and utilized in conjunction with the Preliminary Official Statement in the sale of the Bonds.

"Ordinance" means this Ordinance.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means BOKF, NA, unless otherwise designated in the Pricing Certificate, or any successor thereto as provided in this Ordinance.

"Paying Agent/Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Bond or Bonds.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer, in substantially the form attached hereto as Exhibit A with such variations, omissions and insertions as are approved by the Authorized Officer as indicated by his/her signature.

"Purchase Contract" means, if the Certificates are sold pursuant to a negotiated sale, the purchase contract or contracts between the City and the Underwriters relating to the sale of the Bonds.

"Record Date" means the fifteenth business day of the month next preceding each Interest Payment Date, unless otherwise designated in the Pricing Certificate.

"Register" means the bond register.

"Regulations" means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representative" means, if the Bonds are sold pursuant to a negotiated sale, the representative of the Underwriters designated in the Purchase Contract.

"Representations Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the date that is 15 days after the Special Record Date.

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter.

"State" means the State of Texas.

"Stated Maturity" means the respective stated maturity dates of the Bond or Bonds specified in the Pricing Certificate.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest, or money set aside for the payment of the Bond or Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bond or Bonds for 90 days after the applicable payment or redemption date.

"Underwriters" means, if the Bonds are sold pursuant to a negotiated sale, the Underwriters of the Bonds named in the Purchase Contract.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II
SECURITY FOR THE BONDS; DEBT SERVICE FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any part of the principal of the Bond or Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on all taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bond or Bonds, being (i) the interest on the Bond or Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all taxable property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bond or Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) To pay debt service on the Bond or Bonds coming due prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.02. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Baytown, Texas General Obligation Bonds, Series 2026, Debt Service Fund" (the "Debt Service

Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City. The taxes levied under Section 2.01 and other funds deposited to the Debt Service Fund shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Bond or Bonds.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Bond or Bonds plus the aggregate amount of interest due and that will become due and payable on such Bond or Bonds, no further deposits to that fund need be made.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with Chapters 1331 and 1371. The Bonds shall be issued from time to time in a total aggregate principal amount not to exceed $34,700,000 for the purpose of providing funds for (i) the design, construction, acquisition, improvement and equipment of neighborhood streets and sidewalks, including streetlighting, traffic signals, and related storm drainage and utility improvements; (ii) the design, construction, acquisition and improvement of city fire stations, including the design of Fire Station No. 4 and the acquisition of land in connection therewith; and (iii) the costs of issuing the Bonds. The allocation of the principal and premium to particular propositions approved by voters at the Election will be as designated in the Pricing Certificate.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate, and shall be issued in fully registered form, without coupons.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in Authorized Denominations and shall be numbered separately from R-1 upward, or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered I-1. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in Authorized Denominations, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Closing Date, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate.

Such interest shall be payable on each Interest Payment Date until Stated Maturity or prior redemption and shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof on the Maturity date thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(d) If the date for the payment of Debt Service is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a Special Record Date will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the Special Payment Date of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk, by their manual or facsimile signatures, and the official seal of the City shall

be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall (i) have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his/her duly authorized agent, or (ii) be accompanied by such other form of registration certificate as utilized by the Comptroller of Public Accounts of the State or by his/her duly authorized agent, which certificate may be attached to the opinion of the Attorney General of the State, and either such certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds designated in the Pricing Certificate, payable in stated installments to the Representative or its designee (if the Bonds are sold pursuant to a negotiated sale) or the Initial Purchaser or its designee (if the Bonds are sold pursuant to a competitive sale), executed by the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Clerk, approved by the Attorney General of the State, registered by the Comptroller of Public Accounts of the State, and accompanied by a certificate of registration manually or electronically signed by the Comptroller of Public Accounts of the State, will be delivered to the Representative or its designee (if the Certificates are sold pursuant to a negotiated sale) or the Initial Purchaser or its designee (if the Certificates are sold pursuant to a competitive sale). Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest on the Bonds is to be paid to the person in whose name

the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in Authorized Denominations, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry Only System.

(a) Unless otherwise specified in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a separate fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, including any notice of redemption, (ii) the delivery to any DTC Participant or any other person, other than an Owner of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of premium, if any, principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest payments being mailed to the Owner as shown on the Register on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City determines that it is in the best interest of the City and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

The Bonds shall be subject to redemption at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar

shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the City shall determine the maturity or maturities and the principal amount thereof (or mandatory sinking fund payment within a maturity with respect to Term Bonds, if any) to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each $5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption

date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Bond called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bond or portion thereof shall cease to accrue.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(c) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(d) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03.(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) BOKF, NA, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions, exchanges and replacements of such Bonds, as provided in this Ordinance.

(d) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the Mayor or the Mayor Pro Tem and the City Clerk of the City, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The City hereby approves the form of Paying Agent/Registrar Agreement.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bond or Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

At all times while the Bond or Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04. Termination.

The City, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated

written notice of such termination, provided that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bond or Bonds.

Section 5.05. Notice of Change.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bond to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bond or Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State (unless accompanied by such other form of registration certificate as then utilized by the Comptroller of Public Accounts of the State as described in Section 3.04(c) of this Ordinance), the Certificate of the Paying Agent/Registrar, the Assignment form, and the Statement of Insurance, if any, to appear on each of the Bonds, (i) shall be substantially in the form set forth in the form of the Pricing Certificate attached hereto as Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Authorized Officer or by the officers executing such Bonds, as evidenced by their execution thereof. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such numbers shall be of no significance or effect in regard to the validity thereof and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

(b) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar

manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. Bond Insurance.

If bond insurance is obtained by the Initial Purchaser or Underwriters, as applicable, the Bonds may bear an appropriate legend as provided by the insurer.

ARTICLE VII
DELEGATION OF AUTHORITY, SALE AND DELIVERY OF THE BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds.

(a) The Bonds shall be sold to the Underwriters or the Initial Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City from time to time in selling and delivering the Bonds and in carrying out the other procedures specified in this Ordinance, including determining whether the Bonds will be sold pursuant to a competitive or negotiated sale, determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds to be issued by the City, the rate of interest to be borne by each maturity of the Bonds, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the final defeasance provisions, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the true interest cost for the Bonds shall not be a rate greater than 6.00%, which amount is less than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the maximum par amount described in Section 3.01;

(iii) no Bond shall mature more than forty (40) years from the date of delivery thereof; and

(iv) the Pricing Certificate shall reflect the remaining authority under Section 3.01 that is being reserved for a subsequent issuance of Bonds under this Ordinance.

(b) If the Bonds are sold pursuant to a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver a Purchase Contract providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approved the final terms and provisions of the Purchase Contract in accordance to the terms of the Pricing Certificate and this Ordinance, which

final terms are hereby determined to be the most advantageous reasonably attainable by the City, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer. If the Bonds are sold pursuant to a competitive sale, the Authorized Officer is authorized to, in conformity with this Ordinance, approve the terms, conditions and specifications for the sale of the Bonds in the Notice of Sale. The Authorized Officer is further authorized to award the sale of the Bonds to the purchaser submitting a bid form conforming to the specification set forth in the Notice of Sale that produces the lowest true interest cost to the City.

(c) The authority granted to the Authorized Officer under Sections 7.01(a) and 7.01(b) shall expire at 11:59 p.m. on a date one year from the date of this Ordinance, unless otherwise extended by the City by separate action. For purposes of clarity, if the award of sale is made within the one-year period, the closing on the Bonds may take place after the expiration of such period.

(d) The Authorized Officer and all officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to consummate the delivery of the Bonds, pay the costs of issuance of the Bonds, and effectuate the terms and provisions of this Ordinance and the Pricing Certificate. Further, in connection with the submission of the record of proceedings for the Bond or Bonds to the Attorney General of the State for examination and approval of such Bond or Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) $9,500, but in no case less than $750).

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor or his designee is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State, delivery of the Bond or Bonds shall be made to the Initial Purchaser or the Representative, as applicable, under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor.

(d) The Initial Bond shall initially be registered in the name of the Representative (if the Bonds are sold pursuant to a negotiated sale) or the Initial Purchaser (if the Bonds are sold pursuant to a competitive sale), or such other entity as may be specified in the Pricing Certificate.

Section 7.03. Official Statement. The City hereby ratifies and approves the form and content and distribution of the Preliminary Official Statement as presented to the City and the designation of the Preliminary Official Statement as having been deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the winning bid form (if the Bonds are sold pursuant to a competitive sale) or the Purchase Contract (if the Bonds are sold pursuant to a negotiated sale) and other relevant information. The use of such final Official Statement by the Initial Purchaser or the Underwriters, as applicable (with such appropriate variations as shall be approved by the Authorized Officer or his designee and the Initial Purchaser or Underwriters, as applicable) is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement and deliver a certificate pertaining to such Official Statement, if necessary.

Section 7.04. Deposit of Proceeds.

(a) Proceeds from the sale of the Bonds, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate. Any proceeds remaining after the accomplishment of such purposes, including interest earnings on the investment of such proceeds, shall be deposited to the Debt Service Fund.

ARTICLE VIII
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bond or Bonds, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in the Bond or Bonds; the City will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond or Bonds; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Bond or Bonds; all action on its part for the creation and issuance of the Bond or Bonds has been duly and effectively taken; and the Bond or Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.03. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bond or Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bond or the Bonds.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Bond or Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bond will not be a "private activity bond" or the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bond to be a "private activity bond" or the Bonds to be "private activity bonds" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Bond or the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bond or the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bond is a "registration-required bond" or if the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bond or the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX
DISCHARGE

Section 9.01. Discharge.

The City reserves the right to defease, discharge or refund the Bonds in any manner permitted by applicable law.

ARTICLE X
CONTINUING DISCLOSURE UNDERTAKING

Section 10.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in and after 2026, financial information and operating data with respect to the City of the general type included in the Official Statement, being the information described in the Pricing Certificate, and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document, including an official statement or other offering document, if it is available to the public on the MSRB's internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 10.02. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of the holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following

occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information in accordance with Section 10.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Article, the City shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment

and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Changes to Ordinance.

Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 11.02. Remedies.

In the event of a default in the payment of the principal of or interest on the Bonds or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of the Bond may pursue all legal remedies afforded by the Constitution and laws of the State to compel the City to remedy such default and to prevent further default or defaults, including by suit for mandamus or otherwise to enforce or compel performance of all duties required to be performed by the City under this Ordinance.

Section 11.03. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the Director of Finance, the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 11.04. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Bond or Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.05. Severability and Savings.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.06. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.07. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

[SEAL]

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

FORM OF PRICING CERTIFICATE

PRICING CERTIFICATE

Re: City of Baytown, Texas, General Obligation Bonds, Series 2026 (the "Bonds")

I, the undersigned Authorized Officer of the City of Baytown, Texas (the "City"), do hereby make and execute this Pricing Certificate pursuant to an ordinance adopted by the City Council of the City on May 28, 2026 (the "Ordinance") authorizing the issuance of the Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Ordinance.

A. As authorized by Section 7.01 of the Ordinance, I have acted on behalf of the District in selling the Bonds to [_____] ([collectively,] the "Underwriters") pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

B. The Bonds shall be designated as the "City of Baytown, Texas General Obligation Bonds, Series 2026" and shall be issued in the aggregate principal amount of $_____ for the purposes specified in Section 3.01 of the Ordinance.

C. The Closing Date of the Bonds is scheduled for _____.

D. The Interest Payment Dates for the Certificates shall be each _____ and _____, commencing _____. The Bonds shall bear interest from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for until stated maturity or prior redemption. The Bonds shall mature on _____ in the years and in the principal amounts and bear interest from the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided at the per annum rates shown in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
20__	$_____	_____%	20__	$_____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

E. The Bonds are subject to optional [and mandatory] redemption as set forth in the form of Bond attached as Exhibit A hereto.

F. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Ordinance.

G. The proceeds of the Bonds [and other available funds of the City] shall be applied as follows:

(i) the amount of $_____, consisting of $_____ principal amount of Bond proceeds, plus $_____ premium received from the sale of the Bonds, [plus available funds from the City in the amount of $_____,] shall be used for the purposes set forth in Section 3.01(i) and (ii) of the Ordinance;

(ii) premium received from the sale of the Bonds in the amount of $_____ shall be used to pay the costs of issuance; and

(iii) any amounts remaining after accomplishing the above-described purposes shall be deposited to the Debt Service Fund.

H. The following schedule shows the amount of voted authorization outstanding after the issuance of the Bonds:

Election	Amount Voted	Amount Previously Issued	Amount Charged Against Voted Authorization	Authorized but Unissued Balance
2025 Election (Proposition B)	$30,450,000	$0	$_____[(1)]	$_____
2025 Election (Proposition D)	$4,250,000	$0	$_____[(2)]	$_____

(1) Includes $_____ in premium counted against voted authorization.
(2) Includes $_____ in premium counted against voted authorization.

I. Following the issuance of the Bonds under the Order, $[_____] in new money bond authority remains under Section 3.01 of the Order.

J. In accordance with Section 11.01 of the Ordinance, the City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in the Official Statement, under Tables __ through __ and Tables __ through __, and including financial statements of the City if audited financial statements of the City are then available.

K. The Purchase Contract between the Underwriters and the City with respect to the Certificates is hereby approved, and the terms of such Purchase Contract are hereby determined to be the most advantageous reasonably attainable by the City.

This Pricing Certificate for the City of Baytown, Texas, General Obligation Bonds, Series 2026, is executed on the _____ day of _____, 2026.

_____
Authorized Officer
City of Baytown, Texas

EXHIBIT A

FORM OF BOND

(a) Form of Bond.

REGISTERED
NO. _____

REGISTERED
$_____

United States of America
State of Texas
Counties of Harris and Chambers

CITY OF BAYTOWN, TEXAS
GENERAL OBLIGATION BOND
SERIES 2026

INTEREST RATE:	MATURITY DATE:	CLOSING DATE:	CUSIP NO.:
_____%	_____	_____[1]	_____

The City of Baytown, Texas (the "City"), in the Counties of Harris and Chambers, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, such interest to be paid semiannually on _____[2] and _____[3] of each year, commencing _____[4].

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated corporate trust office of BOKF, NA (the "Paying Agent/Registrar"), or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"),

[1] Insert from Pricing Certificate.
[2] Insert from Pricing Certificate.
[3] Insert from Pricing Certificate.
[4] Insert from Pricing Certificate.

of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond (or part thereof) appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is dated _____[5] and is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of $_____[6] (herein referred to as the "Bonds") pursuant to a certain ordinance (the "Bond Ordinance") adopted by the City Council of the City and a pricing certificate executed pursuant to the Bond Ordinance (the "Pricing Certificate" and together with the Certificate Ordinance, the "Ordinance")for the purpose of providing funds for (i) the design, construction, acquisition, improvement and equipment of neighborhood streets and sidewalks, including streetlighting, traffic signals, and related storm drainage and utility improvements; (ii) the design, construction, acquisition and improvement of city fire stations, including the design of Fire Station No. 4 and the acquisition of land in connection therewith; and (iii) the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, within the limits prescribed by law, against all taxable property in the City sufficient, together with certain available funds of the City on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Ordinance.

---

[5] Insert from Pricing Certificate.
[6] Insert from Pricing Certificate.

The City has reserved the option to redeem the Bonds maturing on and after _____[7], in whole or from time to time in part before their respective scheduled maturity dates, on _____[8], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amounts with respect to Term Bonds, if any) and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____[9] (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

$_____[10] Term Bonds Maturing _____[11]

Mandatory Redemption Date	Principal Amount
_____[12]	$_____[13]
_____[14] (maturity)	_____[15]

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection, the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][16]

Not less than 30 days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

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[7] Insert from Pricing Certificate.
[8] Insert from Pricing Certificate.
[9] Insert from Pricing Certificate.
[10] Insert from Pricing Certificate.
[11] Insert from Pricing Certificate.
[12] Insert from Pricing Certificate.
[13] Insert from Pricing Certificate.
[14] Insert from Pricing Certificate.
[15] Insert from Pricing Certificate.
[16] Delete if Term Bonds are not issued.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bond subject to conditional redemption for which such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, within the limits prescribed by law, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal in accordance with law.

_____	_____
City Clerk City of Baytown, Texas	Mayor [Pro Tem] [17] City of Baytown, Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within-mentioned Ordinance. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA,
as Paying Agent/Registrar

Date:_____ By:_____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____
_____
_____(Social Security or other identifying number:_____
_____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

[17] Delete if the Mayor executes the Bonds.

(d) Form of Statement of Insurance.

[Add Statement of Insurance if Initial Purchaser or Underwriters require insurance.]

(e) Initial Bond Insertions.

(i) The Initial Bond shall be in the form set forth in paragraphs (a), (c) and (d) (if applicable) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO.: _____" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond shall be numbered I-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO.
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
[Acting] Comptroller of Public Accounts of
the State of Texas

(iii) If an alternate form of registration certificate is utilized by the Comptroller of Public Accounts of the State as described in Section 3.04(c) of this Ordinance, such form may be substituted for the above Form of Comptroller's Registration Certificate.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the City Council of the City of Baytown, Texas, hereby certify as follows:

1. The City Council of the City of Baytown, Texas, convened in a regular meeting on May 28, 2026, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Charles Johnson	Mayor
Laura Alvarado	Council Member, District 1
Sarah Graham	Council Member, District 2
Ken Griffith	Council Member, District 3
James Franco	Council Member, District 4
Jacob Powell	Council Member, District 5
Mike Lester	Council Member, District 6

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. [___]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE BONDS; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above

and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

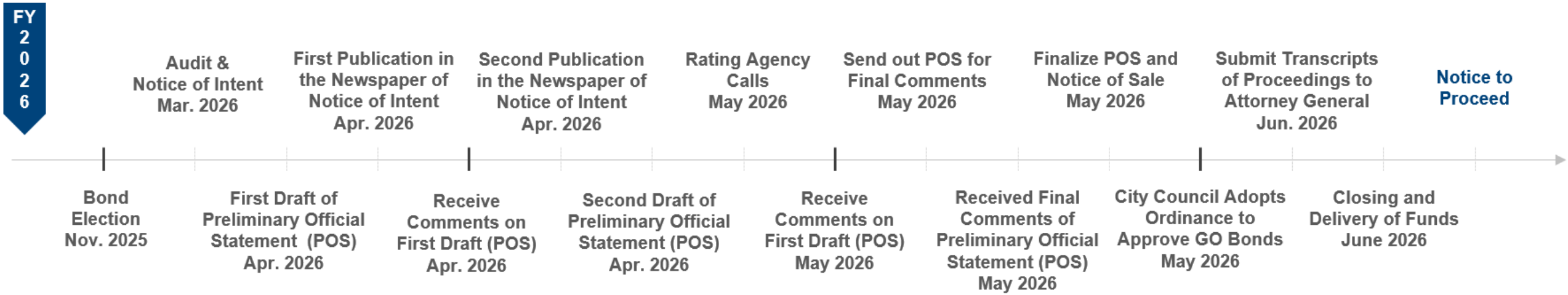
SIGNED AND SEALED this 28th day of May, 2026.

[SEAL]

_____

City Clerk
City of Baytown, Texas

Bond Timeline



General Obligation Bonds, Series 2026

Proposition B / Mobility Projects for Neighborhoods Streets, Sidewalks, and Traffic: Annual Renew of Asphalt

Project	Amount
Mill and overlay asphalt streets (31)	20,000,000
Upgrade sidewalk and intersections to current ADA standards	2,500,000
Replacement and reprogramming of traffic signals along North Alexander	7,499,000
Right-of-way acquisition and address safety and engineering challenges to develop a comprehensive construction plan connecting Jenkins Park to the Goose Creek Trail with an elevated, ADA compliant pedestrian railroad crossing	451,000
Project Grant Total	**30,450,000**

Proposition D / Fire Station #4 Design and Land Acquisition

Project	Amount
Replace aging fire station with new fire station	4,250,000
Project Grant Total	**4,250,000**

CITY COUNCIL MEETING 5. c.

Meeting Date: 05/28/2026
Subject: The Replacement and Installation of Water Meters and Sub Meters GPS Units City of Baytown
Prepared for: Teresa McKenzie, Finance **Prepared by:** Gerald Pierce, Finance
Department: Finance/Purchasing

Information

ITEM

Consider an ordinance authorizing the purchase of replacement and installation services for water meters and sub-meter GPS units from Ameresco, Inc through the Purchasing Cooperative of America, contract #PCA OD-365-22.

PREFACE

This proposed ordinance authorizes the replacement and installation of Water Meters and Sub Meters GPS Units for and on the Behalf of the City of Baytown. The City and Vendor agree that the City intends to purchase certain equipment, including but not limited to water meters ("City-Provided Equipment") for installation by the Vendor as described in the Scope of Work. In addition to the AMI infrastructure and metrology, Ameresco will supply and install Neptune My360 Customer Portal software to allow the Customer's users to access data collected by the AMI system.

Ameresco will also coordinate and perform various integration services to allow the data captured from the new meters and Gateway installed under this Scope of Work to be incorporated into Customers' existing Neptune 360 Software. The amount not to exceed $3,342,933.00.

Fiscal Impact

Fiscal Year: 2025-2026
Acct Code: MULTIPLE
Source of Funds (Operating/Capital/Bonds): bonds
Funds Budgeted Y/N:
Amount Needed: $3,399,363.22
Fiscal Impact (Additional Information):

WATR2303-2024COWATR-METERREPLC-C.O./BONDS	45123163 56943	$1,130,036.00
WATR2303-2025BONDUB-METERREPLC-C.O./BONDS	45141043 56943	$2,269,327.22
Total		$3,399,363.22

Attachments

Ordinance Authorizing Water Meter And Sub-Meter GPS Unit Replacement Services
Ameresco Contract
Affidavit of Ownership
1295
certificate of insurance
CIQ
COOP Letter Purchasing
Ameresco Award Letter PCA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FORTY-TWO THOUSAND NINE HUNDRED THIRTY-THREE AND 00/100 DOLLARS ($3,342,933.00) TO AMERESCO, INC FOR THE PURCHASE OF WATER METER AND SUB-METER GPS REPLACEMENT AND INSTALLATION SERVICES THROUGH THE PURCHASING COOPERATIVE OF AMERICA, CONTRACT #PCA OD-365-22; 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 Purchasing Cooperative of America 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 contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the items and services referenced herein; 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 in the amount not to exceed THREE MILLION THREE HUNDRED FORTY-TWO THOUSAND NINE HUNDRED THIRTY-THREE AND 00/100 DOLLARS ($3,342,933.00) to Ameresco, Inc for the purchase of water meter and sub-meter GPS replacement and installation services through the Purchasing Cooperative of America, contract #PCA OD-365-22.

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 the Agreement for the Replacement and Installation Services of Water Meters and Sub-Meter GPS Units. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3: That 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 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney
R:\Ordinances and Resolutions\Ordinance Drafts\2026-05-28\Ord-Authorizing Water Meter Replacement Services with Ameresco.kh.docx

AGREEMENT FOR THE REPLACEMENT AND INSTALLATION OF WATER METERS AND SUB-METER GPS UNITS ONLY

STATE OF TEXAS §
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Ameresco, 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 the Vendor to perform only Water Meter and Gateway Installation services for Utility Services (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A." The City and Vendor agree that the City intends to purchase certain equipment, including but not limited to water meters ("City-Provided Equipment") for installation by the Vendor as described in the Scope of Work. All other equipment and materials required for the proper completion of the Work shall be provided by the Vendor as described in the Scope of Work.

b. The parties agree that the City may request from time to time that the Vendor procure certain equipment, including additional water meters, not currently included in the Scope of Work, and request other changes to the Work. Upon receipt of a written request from the City for the addition, deletion, or revision to the Work, the Vendor shall promptly prepare and deliver to the City an estimate of the financial, scheduling and performance impact of such change. Upon the City's authorization following an opportunity for City to review the Vendor's estimate, the Vendor shall prepare a written proposal for the change (a "Change Proposal") setting forth (i) a description of the change, (ii) the impact that such change would have on the time schedules and the completion date(s), and (iii) the change to the Vendor's Compensation and Fees. If the City accepts the Vendor's Change Proposal, the parties shall execute a Change Order memorializing the changes to the Work and the Agreement.

c. This Agreement shall commence on the date of execution by the City Manager and, if not terminated in accordance with paragraph 9, shall terminate upon completion of the Work in accordance with this Agreement, including Exhibits;

d. The scope of the Work is detailed in Exhibit "A."

e. The time schedules for the Work are specified in Exhibit "B."

f. Each of these Exhibits "A" through "F" is incorporated into this Agreement by reference for all purposes.

g. This Agreement is a supplemental agreement to PCA Vendor Contract No.: OD-365-22.

2. Compensation and Fees

a. The City shall pay the Vendor monthly progress payments based upon detailed invoices submitted by the Vendor based upon the percentage of Scope of Work construction and equipment procurement completed at the end of each month as defined by the Schedule of Values in Exhibit C monthly

i. Engineering & Design (Project Development ……$166,148.00
ii. Boxes, lids, curb stops, and ancillary materials ……..……...$832,699.00
iii. Installation labor for meters, endpoints and other material …….$1,709,001.00
iv. AMI Network, Software, Cust. Portal & Integrations (Material &Labor)..$153,613.00
v. Payment and Performance Bond ……..$46,429.00
vi. Construction Mgmt, Legal, Contract Admin, Travel, Overhead…….$435,040.00
vii. **Total Not to Exceed…….$3,342,933.00**

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 l(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.

g. If the City fails to pay any amount to Vendor when due, Vendor has the right to suspend its performance of Work upon five (5) days written notice to the City and, if such City event of default is not cured within thirty (30) days after the commencement of such suspension, to terminate this Agreement upon an additional ten (10) days written notice. Vendor shall be entitled to any available legal or equitable remedies.

h. Ownership and title to all City-Provided Equipment shall remain at all times with the City. Ownership and title to the Work or discrete portions thereof shall automatically pass to City upon Vendor's receipt of both (i) the executed Substantial Completion Certificate (including City payment certification) delivered pursuant to this Agreement for the Work or a discrete portion thereof, and (ii) the indefeasible payment in full of all of City's payment obligations to Vendor pursuant to such Substantial Completion Certificate for such Work or portion thereof. The City and Vendor intend for the Work to be performed in discrete packages that align with the City's current billing routes or cycles (each, an "Installation Group") which are more completely described and defined in Exhibit "A" – Scope of Work. Prior to the satisfaction of the conditions set forth in (i) and (ii) above with respect to an Installation Group, title to each Installation Group (excluding any City-Provided Equipment) shall remain in the name of Vendor. Upon completion of all Work under this Agreement, City will acknowledge its receipt and acceptance of all Work described in Exhibit "A" that is complete and in good working condition through the issuance of a Final Completion Certificate.

i. City has provided Vendor with all records heretofore requested by Vendor, to the best of City's knowledge. Any changes to the Scope of Work as a result of inadequate or inaccurate information regarding existing infrastructure may result in a Change Order.

3. Personnel of Vendor

a. Vendor's Project Manager
Vendor shall designate Garrett Luther, to serve as Senior Project Manager for the Work performed under this Agreement. Any change of Senior 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 Finance 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 Water Meter Installation 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.

c. Warranty

i. Vendor warrants to City that the Work and services will be performed in a good and workmanlike manner, will be free from defects in workmanship, and will conform to the specifications, drawings, descriptions and requirements of this Agreement. Except as expressly provided herein to the contrary, Vendor warrants that it shall remedy any defects or deficiencies in the Work or the services which appear prior to the date that is one (1) year from the date of Substantial Completion of each Installation Group (the "Warranty Period"). If City discovers a breach of the warranty during the Warranty Period, the City will notify Vendor in writing of such failure promptly upon discovery. Vendor shall (i) conduct a preliminary investigation and if the Work or services covered under the warranty fails to conform to the warranty as described in such notice from City or as otherwise discovered by Vendor, Vendor shall, at its option, either repair or replace any defective parts at its own expense as promptly as possible.

ii. Vendor's warranties herein do not cover damage, malfunction or services failures caused by: (i) City's failure to follow operation and maintenance manuals, (ii) repair, service or modification by any party other than Vendor or a third party contracted by Vendor; (iii) abuse, neglect, misuse or negligent acts or omissions by someone other than Vendor; (iv) damage or deteriorated performance of the equipment caused by electrical surges, lightning, fire, flood, extreme weather, pest damage, accidental breakage, actions of third parties and other causes not arising under normal operating conditions; (iv) any Force Majeure Event, as defined herein; or (v) normal wear and tear.

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.

c. The Vendor shall execute and deliver to the City a performance and a payment bond, pursuant to Texas Government Code Chapter 2253, each with a value of 100% of the total amount of this Agreement. Once accepted by the City, the bonds shall become a part of this Agreement and attached hereto as Exhibit F. The Work authorized by this Agreement shall not commence unless and until the executed performance and payment bonds are delivered to the City.

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 has proposed to use the following subcontractors: Pinnacle AMI, LLC (2437 East Oak Street, Goliad, TX); Pedal Valve, Inc (13625 River Road, Luling, LA); and if necessary, Second Sight Systems (12949 Maurer Industrial Drive, St. Louis, MO) which subcontractors have been approved by the City. Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors other than those listed here, which approval shall not be unreasonably delayed or withheld. A copy of all proposed contracts with subcontractors shall be given to the City upon request.

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 terminate this Agreement if Vendor breaches this Agreement and (with respect to (a), (b), (e), (f), and (g) below) fails to cure or remedy such breach within thirty (30) days after notice and a written demand is made by the City to Vendor to cure the same. 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 and Venue

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. The parties irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such state and federal courts of competent jurisdiction 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:

AMERESCO
Attn: General Counsel
111 Speen Street, Suite 410
Framingham, MA 01701

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. Dispute Resolution; No Right to Arbitration

In the event that any question, dispute, difference or claim arises out of or is in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either party has notified to the other, senior management personnel from both Vendor and the City shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one party's written request to the other party for such a meeting. If, however, either party refuses or fails to so meet, or the Dispute is not resolved by negotiation, either party may pursue any remedy available either in law or equity. Each party shall continue to perform its obligation under this Agreement during the period of any dispute resolution, provided that, in Vendor's case, such obligation to continue Work is conditioned on Vendor having been paid all undisputed amounts payable to Vendor.

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, inclusive of the terms included in PCA Vendor Contract #OD-365-22, 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. To the extent that any conflict exists between this Agreement and PCA Vendor Contract # OD-365-22, this Agreement shall control. 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.

27. Access to Site

The City shall arrange for Vendor, its employees, subcontractors and agents to have reasonable access

to the site or sites where the Work is to take place to enable Vendor to perform its obligations hereunder. The City shall be responsible for obtaining any necessary rights of access from third parties to permit Vendor to enter onto property not owned by the City and perform the Work.

28. Force Majeure

If either party is rendered wholly or partly unable to perform its obligations under this Agreement because of events beyond the reasonable control of the affected party, including acts of God; natural disasters; fire; flood; earthquake; explosion; declared or undeclared war; acts of terrorism, acts orders, law or regulations of any governmental authority; failure of necessary utilities or telecommunications; or interruption or failure of supply chains (each, a "Force Majeure Event"), that party shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected; provided that:

(a) such party gives the other party written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of the party that arose before the occurrence causing the suspension of performance shall be excused as a result of the occurrence of the Force Majeure Event unless the performance of such obligations is impaired by the Force Majeure Event;

(d) the party uses commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the party is able to resume performance of its obligations under this Agreement, such party shall give the other party written notice to that effect and shall promptly resume performance hereunder.

29. Limitations on Liability

Aggregate Limit of Liability. Notwithstanding any other provision of this Agreement, Vendor's total aggregate liability arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed one hundred percent (100%) of the total compensation paid or payable to Vendor under this Agreement.

No Consequential Damages. To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, in no event, whether as a result of breach of contract, tort liability (including negligence), strict liability or any other cause of action, shall either party (or its affiliates) be liable to the other party (or its affiliates) for special, indirect, exemplary or consequential damages of any nature whatsoever, including losses or damages caused by reason of loss of use, loss of profits or revenue (other than payments expressly required and due under this Agreement), interest charges or cost of capital.

Notwithstanding the foregoing, the obligations and duties relating to claims by third parties described in Section 8 (Indemnification and Release) hereinabove shall not be limited.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which s hall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of _____ 2026, 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:

_____

(Signature)

_____

(Printed Name)

_____

(Title)

VENDOR:

Louis P. Maltezos
(Signature)

Louis P. Maltezos
(Printed Name)

Co-President, Ameresco Inc.
(Title)

STATE OF MASSACHUSETTS §
§
COUNTY OF MIDDLESEX §

Before me on this day personally appeared LOUIS P. MALTEZOS, in his/her capacity as CO-PRESIDENT, on behalf of such AMERESCO, INC.,

- [x] 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 18TH day of MAY, 2026.

John A Abate II
Notary Public in and for the State of MASSACHUSETTS

JOHN ANTHONY ABATE, II
NOTARY PUBLIC
MASSACHUSETTS
My Commission Expires Oct 21, 2027

EXHIBIT A SCOPE OF WORK

WATER METER DATABASE

The following water meter counts are included in the Scope of Services which reflects the meter size and locations as documented in the meter accounts list provided by Customer to Ameresco August 2025, as more particularly set forth in Exhibit D.

The following table shows the quantity of water meters currently installed at the residential and commercial locations in Exhibit D. These meters will be replaced as part of this project.

Meter Size	Qty
3/4"	12,350
1"	**942**
Total	**13,292**

There are additional meters already installed in the system. Ameresco is not responsible for any scope of work associated with these meters, except for collecting sub-meter GPS Coordinates. Should the Customer desire to add any work related to these meters to the Scope of Work, those items and services can be considered under a Change Order.

Meter Size	City Replaced
3/4"	10,076
1"	960
1.5"	423
2"	529
3"	115
4"	57
6"	32
8"	25
10"	14
Total	**12,231**

ATTACHMENT B

SCOPE OF SERVICES

This Attachment sets forth a description of the Meters and related equipment to be installed by Ameresco for the meter count set forth in Attachment A and more specifically defined in Attachment O. Installation of the Meters and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate or as mutually agreed up Customer and Ameresco. Any changes to the installation of the Meters and the included equipment are subject to approval of Customer and issuance of a Change Order, which approval shall not be unreasonably withheld, conditioned or delayed.

AMI System

The Customer has begun the installation of a Neptune Advanced Metering Infrastructure (AMI) system and has already installed Neptune 360 software to allow for remote reading of the water meters' data. The Customer has installed (3) Neptune Gateways and approximately 10,321 meters with AMI radios. This project will complete the conversion of the remaining 12,350 ¾" meters and 942 1" meters from a drive-by system to the AMI system. Sub-meter GPS coordinates will be collected for both new meters to be replaced as well as the 12,231 additional meters in the distribution system listed in the table on the previous page. The GPS coordinates will be delivered to Customer in an electronic flat file.

The Customer provided a list of assets and meter database, which was used to develop a propagation study by Neptune Technologies. Neptune and Customer provided the results of that propagation study, which was dated June 13, 2025, to assist in the development of this Scope of Work. Additionally, a data file / account list dated August 2025 was extracted from the Customer's CIS system and used for the final development of this Scope of Work.

As previously stated, the Customer had previously installed 3 Gateways and the additional 5 Neptune Gateways will be installed in the following locations:

Map	Location	Latitude	Longitude	Collector	Elev(ft)	AntHgt(ft)	Coax Type	Coax(ft)	Antenna
1	4BawayT	29.771065	-95.03115	GPV4	26	150	AVA5	200	MFB9155
1	4MrktStT	29.725325	-94.99586	GPV4	10	169	AVA5	219	MFB9155
1	4NeedleT	29.81141	-94.92198	GPV4	30	169	AVA5	219	MFB9155
1	4NMainT	29.783533	-94.96497	GPV4	30	150	AVA5	200	MFB9155
1	4ParkStT	29.746609	-94.98146	GPV4	16	169	AVA5	219	MFB9155

Ameresco is not responsible for the installation or functionality of the 3 City installed Gateways. These gateways are not part of the scope of work for this project.

Installation of the AMI network infrastructure shall consist of the following:

- Install (5) Neptune 360 Gateways.
    - Gateway, UPS, antennas, and external cellular antenna kits will be provided by Customer and handed over to Ameresco for installation.
    - Ameresco will install and commission Neptune 360 Gateways on each of the existing elevated storage tanks at the above locations
    - Install Gateways including the cabling, antenna, and other necessary equipment as required
- Installation of the Gateways includes the following:
    - Supply and install all standard brackets and material required for AMI equipment installation.
    - Provide electrical wiring and connections for proper operation of the AMI equipment from the equipment to the electrical junction box located near the Gateway.
    - As each site is completed, tests will be performed to ensure all aspects of the installation have been properly completed and consistent with the manufacturer's requirements or industry standards.
    - Configuration and performance testing of Gateways will be completed by Ameresco and the Neptune design team.

Software Installation and Integration

In addition to the AMI infrastructure and metrology, Ameresco will supply and install Neptune My360 Customer Portal software to allow the Customer's users to access data collected by the AMI system. Ameresco will also coordinate and perform various integration services to allow the data captured from the new meters and Gateway installed under this Scope of Work to be incorporated into Customers' existing Neptune 360 Software. The scope of work includes the following:

- Ameresco to provide, set up and install Neptune My360 Consumer Portal.
- Integrate data from a total of 13,292 water meters to the Customer's CIS software, the Neptune 360 software, and the Neptune My360 Consumer Portal.
- Backhaul communication from the Gateways to the remote Neptune 360 server will be performed via cellular communication. The City must activate the cellular backhaul communication service for the data to be transmitted from the Gateways to the Neptune 360 platform.

- Ameresco's meter installs will be tracked through the Work Order Management system, via address, and meter serial number.
- All previously installed meters by the Customer will be called out by address, and serial number. You can find this in attachment (E). Ameresco is not responsible for the reading of these meters.

Water Meters

The City will provide 12.350 new 5/8" x ¾" meters (MACH 10 or T10) for installation by Ameresco. Deviations, additions, and substitutions will be handled on a case-by-case basis. Ameresco will provide 942 1" Neptune Mach 10 meters and endpoints.

Water Meters	Meter Replacement
5/8" x 3/4" Mach 10 / T10	12,350
1" Mach 10	942
Total:	13,292

- All new replacement meters provided by Ameresco will be Neptune Mach 10 meters. All are solid-state water meters with a R900 endpoint/radio.
- All endpoints will be wired for through-the-lid antenna installation.
- General scope for the meter replacement is as follows:
  - Clean debris and dirt from the meter and piping inside the pit as necessary.
  - Pump water out of the pit as needed
  - Observe status of service shut-off valve prior to work.
  - Check for indication of flow.
  - Attempt occupant notification.
  - Shut off water service at service shut-off valve.
  - Remove existing meter.
  - Install new meter.
  - Turn on water service at service shut-off valve.
  - Clear air from the line and verify operation by opening downstream valve.
  - Verify the meter is not leaking and there is an indication of flow.
  - Restore service shut-off valve to the original position.

- Provide miscellaneous material and labor required to install the new meter.
- If Customer reasonably determines that a line break within two feet upstream and two feet downstream of the replaced meter is the result of Ameresco's workmanship and not due to accident, vandalism, or other casualty, Customer shall contact Ameresco to repair the leak. Notwithstanding any provision herein to the contrary, Ameresco will be responsible for repairing line breaks two feet upstream and two feet downstream of the replaced meter resulting from Ameresco's workmanship for up to 90 days from installation. Measurement will be pulled from the meter coupling on the compromised side of the line.
- Ameresco will turn over the existing water meters to the Customer for salvage.
- Ameresco will collect required installation data for uploading to the Customer's billing system.

- When replacing the meters, Ameresco will collect the following data for existing and replacement equipment:
  - Date and time of service
  - Account number
  - Service address
  - Meter ID number
  - Radio ID number
  - Meter size
  - Meter brand
  - Meter type
  - Register reading
  - Pre- and post-installation photo documentation
  - Sub-meter GPS Coordinates
- Non-functioning service shut-off/curb-stop valves for small water meters (5/8"x3/4") will be replaced as field conditions require.

Small and Intermediate Meter Box/Lid Replacements

- The scope includes replacing structurally damaged boxes and/or lids for the small meters (size 5/8"x3/4" and 1") with AMI-ready meter lid and/or box.
  - Replacement lids/boxes shall be DFW Anti-float compression molded lids model DFW1200 for the 5/8"x3/4" and 1" meters

- Model: DFW1200-12-EAF1T-DEEPbox/lid)
- Model: DFW1200-1T DEEP-LID (lid only)

Individual meter box installation will require the following:

- Meter box replacement will be concurrent with site meter replacement.
- General scope for the meter box replacement is as follows:
  - Dig and demolish existing meter box.
  - New meter box will be installed in a 'like for like' manner to match existing conditions.
  - Set new box, ensuring meter and shutoff valves are centered in box for ease of service.
  - Backfill around box to grade.

General Clarifications, Inclusions & Exclusions

The following additional clarifications, exclusions, and Customer responsibilities are applicable to this measure:

- A successful and complete meter installation is defined as any meter installed to manufacturer specifications where the data has been accurately transferred into the utility billing database and read one or more times electronically over the AMI network.
- At the point of a successful and complete meter installation, the installation labor warranty begins, and system benefits may be realized.
- A completed and functional AMI system is defined as the meters being installed and capable of sending signals to the antenna, these devices receiving those signals and transmitting the information to the Neptune meter data management system, and the Neptune meter data management system accurately sending the information to the Customer's utility billing system.
- Due to external conditions, not all meters will read in the Neptune meter data management system every day, therefore not all data will be uploaded into the customer portal daily.
- Customer will contract separately with Neptune and will be financially responsible for any annual software hosting fees or any Gateway maintenance fees associated with this Project.
- Customer will allow Ameresco to install Neptune Gateways at the identified locations on an existing asset at no charge.
- Ameresco assumes the existing asset where a Gateway will be installed is structurally safe, provides adequate facilities for mounting the required brackets and antennas, and those facilities / assets are readily accessible via integrated structures (ladders, catwalks, etc.).

- Customer will allow Ameresco to connect to and use existing, onsite 120VAC electrical supply to power the Gateways at no charge.
- All Gateway sites will use cellular services for data communication backhaul. The cellular backhaul communication service must be active for the data to be transmitted.
- Customer will contract separately with the cellular communication provider for ongoing cellular data backhaul services. Customer will be responsible for all ongoing fees to maintain cellular services.
- If for any reason Ameresco cannot install a Gateway at the planned asset location for the planned height, Ameresco will attempt to find an alternate location during construction.
- For all work associated with Gateways or related assets, the following exclusions apply:
    - Correction of any deficiencies in the existing utility infrastructure and assets are not included.
    - Any deficiencies in existing electrical systems at sites chosen for the base stations, including proper grounding and bonding, are not included.
    - Removal and trimming of trees or plant material related to antenna or Gateways installation is not included.
    - Replacement or addition of trees, shrubs, grass, or mulch is not included.
    - Removal, reinstallation, or addition of fencing is not included.
- Ameresco will be providing and distributing post-installation door hangers.
- Ameresco will provide storage containers (Conex boxes – up to 40 foot long) for meters and boxes/lids inventory. Customer will allow Ameresco to set Conex boxes at Customer's site located at 2123 Market Street, Baytown, TX. Ameresco plans to use up to 2 Conex boxes during construction.
- Customer will provide a container for existing meters that will be salvaged or recycled. Container will be located at 1601 W. Main Street, Baytown, TX.
- Customer will provide a trash dumpster for use by Ameresco.
- Customer will provide an area for disposal of spoils/dirt/debris from this scope of work during the construction phase of this project, which is to be located at 3030 Ferry Road, Baytown, TX.
- Customer provide gateway materials must be in new condition, and factory packaging. Ameresco is not responsible for none working equipment, and the RMA process will be handled by the Customer.
- Ameresco will be responsible for inventory control of meters and boxes/lids.

- Customer will transfer 12,350 5/8 x 3/4 Neptune meters previously purchased by Customer to be installed under this Scope of Work over to Ameresco as requested by Ameresco. Meters will be in new condition, not used.
- Customer/Ameresco will track the inventory transfer with a material transfer form populated by Ameresco and signed off on by both parties, for each transfer.
- Monthly material transfer quantity 2000 meters, along with the digital serial number files.
- If Customer's new meter material isn't at the same laydown yard as Ameresco containers, Customer will delivery meters to Ameresco's laydown yard.
- Customer will assist Ameresco in unloading pallets off delivery trucks using Customer's forklift or other machines required to unload materials for this project off delivery trucks. Ameresco will attempt to provide at least 24-hour notice of any deliveries.
- For all meter gaskets and washers, customer prefers rubber.
- Generally, when doing repairs on pipes and fittings, Ameresco will use like for like materials. No galvanized fittings or piping to be used.
- If applicable, Customer to assist in identification of any underground utility services in the area around the meter box or vault locations when requested by Ameresco. Relocation or rerouting of utility lines is not included.
- Any deficiencies in existing utility infrastructure that are identified are excluded but will be reported to the Customer.
- Any existing water leaks found prior to beginning the meter replacement or retrofit will be reported to the Customer for future repair by Customer.
- Following a meter replacement, Customer shall investigate any leaks that are reported to or discovered by Customer. If Customer reasonably determines that a leak is the result of Ameresco's workmanship and not due to accident, vandalism, or other casualty, Customer shall contact Ameresco to repair the leak. Notwithstanding any provision herein to the contrary, Ameresco will be responsible for repairing leaks at the meter that are the result of Ameresco's workmanship and are reported to Ameresco within 90 days following the meter replacement.
- Repair of line breaks beyond two feet upstream and two feet downstream of the replaced meter are not included. Measurement will be pulled from the meter coupling on the compromised side of the line.
- Lowering or relocating water service lines associated with water meters is not included.
- Any repositioning or leveling of existing meter boxes for cosmetic appearance different than as-found condition is not included.
- Installation of meter re-setters or risers with the new meters is not included.

- Installation of check valves or other backflow prevention devices with the new meters is not included.
- Additional repairs, replacements, or any modifications to existing meter pits or vaults not already listed and defined above or in the meter box or vault replacement scope of works are not included.
- Concrete, asphalt, and sidewalk repairs due to meter access, rework of meter boxes, repair of leaks, or replacement of meters is not included.
- Any cutting or removal of tree roots or shrubbery so that meter can be replaced or to gain access to the meter is not included. The cost for any arborist or specialist required for this work will be provided by the Customer.
- Abatement of any hazardous materials or hazardous material testing is excluded.
- Return to Utility (RTU) is a classification given to specific water meters during construction that requires action from the Customer before the project scope can be finished. The RTU will clearly define the required action the Customer will need to address. To maintain the defined construction schedule by Installation Group, the Customer will make reasonable efforts to address all RTUs within a 2-week period from the date each specific meter or issue was classified as RTU. Throughout the construction period, Ameresco will maintain a log of all RTUs that has at a minimum date issued, date cleared, and specific action required and will review this log at the weekly construction meeting with the Customer.

CUSTOMER MAINTENANCE RESPONSIBILITIES

General Responsibilities

Customer, at its own expense, will keep and maintain, or cause to be kept and maintained, the Meters and all equipment in as good operating condition as when delivered to the Customer hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to each Meter and related ancillary systems and equipment, including related expenses, shall transfer to the Customer on an Installation Group basis on the date of "Substantial Completion" of each Installation Group as such date is determined in accordance with the definition of Substantial Completion set forth in Section 1 of the Agreement. The Customer will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals (O&M Manuals) will be provided to the Customer, by Ameresco. Included with the O&M manuals will be a list of maintenance responsibilities and tasks for the Customer.

Operations

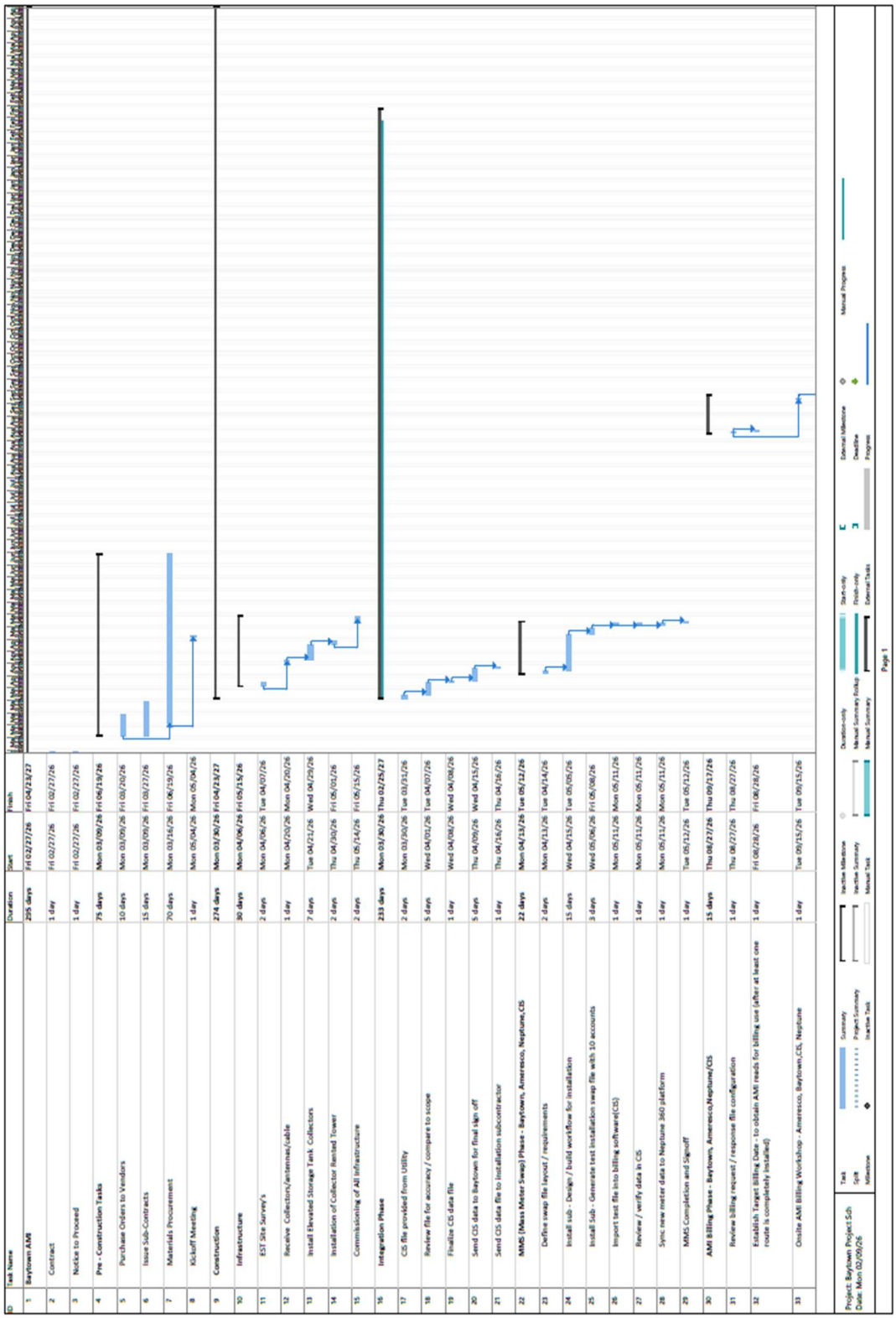
The Customer shall operate the equipment installed hereunder in accordance with parameters noted in

the manufacturers' recommendations, and any supplemental procedures supplied to the Customer by Ameresco, including those set forth in the O&M manuals.

Maintenance

The Customer's maintenance responsibilities include the proper operation and prompt repair and maintenance of the Meters and related ancillary systems and equipment such that they are maintained in good working order during the Term. The Customer shall repair and maintain (i) the Meters and all related equipment and other components which comprise the Meters installed hereunder and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the Meters, including performance of the maintenance tasks, manufacturer's recommendations and supplemental procedures included in the O&M Manuals. Maintenance also refers to performing required maintenance of ancillary systems.

EXHIBIT B – SCHEDULE



ID	Task Name	Duration	Start	Finish
1	**Baytown AMI**	**295 days**	**Fri 02/27/26**	**Fri 04/23/27**
2	Contract	1 day	Fri 02/27/26	Fri 02/27/26
3	Notice to Proceed	1 day	Fri 02/27/26	Fri 02/27/26
4	**Pre - Construction Tasks**	**75 days**	**Mon 03/09/26**	**Fri 06/19/26**
5	Purchase Orders to Vendors	10 days	Mon 03/09/26	Fri 03/20/26
6	Issue Sub-Contracts	15 days	Mon 03/09/26	Fri 03/27/26
7	Materials Procurement	70 days	Mon 03/16/26	Fri 06/19/26
8	Kickoff Meeting	1 day	Mon 05/04/26	Mon 05/04/26
9	**Construction**	**274 days**	**Mon 03/30/26**	**Fri 04/23/27**
10	**Infrastructure**	**30 days**	**Mon 04/06/26**	**Fri 05/15/26**
11	EST Site Survey's	2 days	Mon 04/06/26	Tue 04/07/26
12	Receive Collectors/antennas/cable	1 day	Mon 04/20/26	Mon 04/20/26
13	Install Elevated Storage Tank Collectors	7 days	Tue 04/21/26	Wed 04/29/26
14	Installation of Collector Rented Tower	2 days	Thu 04/30/26	Fri 05/01/26
15	Commissioning of AMI infrastructure	2 days	Thu 05/14/26	Fri 05/15/26
16	**Integration Phase**	**233 days**	**Mon 03/30/26**	**Thu 02/25/27**
17	CIS file provided from Utility	2 days	Mon 03/30/26	Tue 03/31/26
18	Review file for accuracy / compare to scope	5 days	Wed 04/01/26	Tue 04/07/26
19	Finalize CIS data file	1 day	Wed 04/08/26	Wed 04/08/26
20	Send CIS data to Baytown for final sign off	5 days	Thu 04/09/26	Wed 04/15/26
21	Send CIS data file to Installation subcontractor	1 day	Thu 04/16/26	Thu 04/16/26
22	**MMS (Mass Meter Sweep) Phase - Baytown, Ameresco, Neptune,CIS**	**22 days**	**Mon 04/13/26**	**Tue 05/12/26**
23	Define swap file layout / requirements	2 days	Mon 04/13/26	Tue 04/14/26
24	Install sub - Design / build workflow for installation	15 days	Wed 04/15/26	Tue 05/05/26
25	Install Sub - Generate test installation swap file with 10 accounts	3 days	Wed 05/06/26	Fri 05/08/26
26	Import test file into billing software(CIS)	1 day	Mon 05/11/26	Mon 05/11/26
27	Review / verify data in CIS	1 day	Mon 05/11/26	Mon 05/11/26
28	Sync new meter data to Neptune 360 platform	1 day	Mon 05/11/26	Mon 05/11/26
29	MMS Completion and Signoff	1 day	Tue 05/12/26	Tue 05/12/26
30	**AMI Billing Phase - Baytown, Ameresco,Neptune/CIS**	**15 days**	**Thu 08/27/26**	**Thu 09/17/26**
31	Review billing request / response file configuration	1 day	Thu 08/27/26	Thu 08/27/26
32	Establish Target Billing Date - to obtain AMI reads for billing use (after at least one route is completely installed)	1 day	Fri 08/28/26	Fri 08/28/26
33	Onsite AMI Billing Workshop - Ameresco, Baytown,CIS, Neptune	1 day	Tue 09/15/26	Tue 09/15/26

ID	Task Name	Duration	Start	Finish
34	Generate billing request file CIS	1 day	Wed 09/16/26	Wed 09/16/26
35	Transfer Request file to Neptune my 360/ Generate billing response file My 360	1 day	Wed 09/16/26	Wed 09/16/26
36	Import AMI reads into CIS	1 day	Wed 09/16/26	Wed 09/16/26
37	Verify data for accuracy	1 day	Wed 09/16/26	Wed 09/16/26
38	AMI Billing Completion and Process Signoff	1 day	Thu 09/17/26	Thu 09/17/26
39	**Customer Portal Phase - Baytown, Ameresco,CIS,**	**94 days**	**Mon 10/05/26**	**Thu 02/18/27**
40	Introductory onboarding call	1 day	Mon 10/05/26	Mon 10/05/26
41	Complete data survey	30 days	Tue 10/06/26	Wed 11/18/26
42	Development of dashboard	5 days	Thu 11/19/26	Wed 11/25/26
43	Verify data accuracy	10 days	Mon 11/30/26	Fri 12/11/26
44	Coordinate and execute initial training	1 day	Tue 12/01/26	Tue 12/01/26
45	Backfill of data (ongoing throughout deployment)	94 days	Mon 10/05/26	Thu 02/18/27
46	Coordinate onsite training before Go Live	1 day	Tue 01/12/27	Tue 01/12/27
47	Go Live	1 day	Wed 01/13/27	Wed 01/13/27
48	Customer Portal Completion and Signoff	1 day	Thu 01/14/27	Thu 01/14/27
49	**Deployment Phase (Executing, Monitoring, Controlling)**	**197 days**	**Tue 06/02/26**	**Thu 03/11/27**
50	Meter Deployment Construction Kickoff Meeting	1 day	Tue 06/02/26	Tue 06/02/26
51	Installation Contractor Mobilization	3 days	Wed 06/03/26	Fri 06/05/26
52	Meter / Transmitter Installation Training for Installers	1 day	Mon 06/08/26	Mon 06/08/26
53	Initial Customer Training (Ameresco PM to train Baytown)	1 day	Tue 06/09/26	Tue 06/09/26
54	Meter Installation	165 days	Tue 06/09/26	Tue 02/02/27
55	Validate Meter Read Performance	190 days	Tue 06/09/26	Tue 03/09/27
56	Meters Installation Substantial Completion	1 day	Wed 03/10/27	Wed 03/10/27
57	Software and Hardware Training Review for Field Equipment	1 day	Thu 03/11/27	Thu 03/11/27
58	**Closing Phase**	**32 days**	**Thu 03/11/27**	**Fri 04/23/27**
59	**Systems Delivery**	**32 days**	**Thu 03/11/27**	**Fri 04/23/27**
60	Punchlist Clean-Up & Data Verification (All Cycles and Routes)	10 days	Thu 03/11/27	Wed 03/24/27
61	Final Cleanup and Punch List Sign off	1 day	Thu 03/25/27	Thu 03/25/27
62	Project Closure Phase (Closing)	20 days	Fri 03/26/27	Thu 04/22/27
63	Final Acceptance and M&V Handoff	1 day	Fri 04/23/27	Fri 04/23/27

EXHIBIT C
SCHEDULE OF VALUES

CONTINUATION SHEET

City of Baytown Procurement and Construction Project for AMI & Meters
Project # 1004627

APPLICATION DATE: 6/1/2026
PERIOD TO: 06/01/26
PURCHASE ORDER NO:

$CHEDULE OF VALUE$

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK (E&M)	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION(S)	WORK COMPLETED THIS PERIOD	MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	(%)	BALANCE TO FINISH (C - G)	RETAINAGE (IF APPLICABLE) 6%
1	Project Development	$ 188,148.00		$ -		$ -		$ 188,148.00	$ -
2	Meters, Endpoints, Curb Stops, Boxes, Lids, ancillary equipment (Materials)	$ 832,889.00		$ -		$ -		$ 832,889.00	$ -
3	Meters, Endpoints, Curb Stops, Boxes, Lids, ancillary equipment (Labor)	$ 1,708,001.00		$ -		$ -		$ 1,708,001.00	$ -
4	AMI Software, Customer Portal & Integrations (Material & Labor)	$ 163,813.00		$ -		$ -		$ 163,813.00	$ -
5	Project Mgmt, Construction Management, Legal, Contract Admin, Travel	$ 436,040.00		$ -		$ -		$ 436,040.00	$ -
6	P&P Bond	$ 48,429.00		$ -		$ -		$ 48,429.00	$ -
	ORIGINAL CONTRACT TOTAL:	$ 3,342,800.00	$ -	$ -	$ -	$ -		$ 3,342,800.00	$ -

EXHIBIT D

SCOPE OF WORK – METER ACCOUNT LIST TO BE REPLACED

EXHIBIT E

METER ACCOUNT LIST FOR SUB-METER GPS COORDINATES
NO OTHER WORK RELATED TO THESE ACCOUNTS

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF Washington §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF Snohomish §

BEFORE ME, the undersigned authority, on this day personally appeared Elissa M. Martino [**FULL NAME**] (hereinafter "Affiant"), Operations Manager [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of Ameresco, Inc. [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with Water Meter Systems [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
☐ SOLE PROPRIETORSHIP	☐ NON-PROFIT CORPORATION
☑ CORPORATION	☐ UNINCORPORATED ASSN.
☐ PARTNERSHIP	
☐ LIMITED PARTNERSHIP	
☐ JOINT VENTURE	
☐ LIMITED LIABILITY COMPANY	
☐ OTHER (Specify type in space below):	

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Ameresco, Inc.,

Business Address [NO./STREET] 111 Speen Street, Suite 410

[CITY/STATE/ZIP CODE] Framingham, MA 01701

Telephone Number (206) 708-2834

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: none

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information
Contracting Entity and/or
_____ [NAME OF

Orig. Dept.: _____ File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this 15th day of May, 2026.

(Seal)

Notary Public in and for the State of Washington

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

R:\Karen\Files\Contracts\Affidiavit of Ownership or Control.doc

Notary Public
State of Washington
SCOTT OSHMAN
License # 25013677
Commission Expires
April 2, 2029

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Elissa M. Martino, Operations Manager, the undersigned representative of Ameresco, Inc. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company 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 Company 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 Company 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.

In making this verification, I understand that the following definitions apply:

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

2. "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).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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.

EXECUTED this the 15th day of May, 2026

Notary Public
State of Washington
SCOTT OSHMAN
License # 25013677
Commission Expires
April 2, 2029

Ameresco, Inc.
Company Name

Elissa M. Martino
Signature

Elissa M. Martino, Operations Manager
Printed Name/Title

STATE OF Washington §
COUNTY OF Snohomish §

Before me, Scott Oshman, the undersigned notary public, on this day personally appeared Elissa M. Martino, the Operations Manager (Title) of Ameresco, Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 15th day of May, 2026

Scott Oshman
Notary Public in and for the State of Washington

CCO 2023 V1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2026

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

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

PRODUCER	CONTACT NAME: Hunter Araujo
Arthur J. Gallagher Risk Management Services, LLC 115 Federal Street Boston MA 02110	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: hunter_araujo1@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Steadfast Insurance Company	26387
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ameresco, Inc.
111 Speen Street
Suite 410
Framingham MA 01701

COVERAGES **CERTIFICATE NUMBER:** 1985348513 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	30CSF WQ 0269	1/31/2026	1/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 50,000 $ 1,000,000 $ 1,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	30UEL WQ 0268	1/31/2026	1/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	30WV WQ 0267	1/31/2026	1/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability	N	Y	EOC-6692743-15	1/31/2026	1/31/2027	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its officers, agents and employees are included as Additional Insured as respects the General liability and Auto liability policy(ies), pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General liability and Auto liability policy(ies) is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to The City, its officers, agents and employees, as respects the General liability, Auto liability, Worker's Compensation and Professional liability policy(ies), pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER

City of Baytown, Texas
2401 Market Street
Baytown TX 77522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Endorsement # 07

Amendment To Waiver Of Subrogation Clients and Others Where Required By Contract

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 6692743-15	01/31/2026	01/31/2027	01/31/2026	18615000	----------	----------

Named Insured and Mailing Address:

AMERESCO, INC.
111 SPEEN STREET
SUITE 410
FRAMINGHAM, MA 01701-2090

Producer:

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
470 ATLANTIC AVE
BOSTON, MA 02210-2208

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Contractor's Protective Professional Indemnity and Liability Insurance Policy

In consideration of the premium charged, it is hereby understood and agreed that Section **VII. CONDITIONS**, paragraph N. is deleted and replaced by the following:

N. SUBROGATION AND TRANSFER OF RIGHTS OF RECOVERY

If we make any payment under this policy, we shall be subrogated to all your rights against any person or organization, including the right to participate with the “Insured” in the exercise of all the “Insured’s” rights of recovery. You shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights. With respect to a “Protective Indemnity Claim", this includes a written transfer to us of any assignment(s) of rights obtained under Section **V. CLAIM PROVISIONS**, **B. PROTECTIVE INDEMNITY CLAIM PROVISIONS**, paragraph 1.B. if the “Insured” has elected not to pursue same in furtherance of its “Protective Indemnity Claim". An “Insured” shall do nothing to prejudice such rights as described in this paragraph.

We shall not exercise any such rights against any persons, firms, or corporations included in the definition of an “Insured” or against any entity other than a “Design Professional” if, prior to a “Claim”, a waiver of subrogation was so required and accepted under a specific contractual undertaking by you.

Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:

1. First, to any interest who has paid any amount in excess of the Limit of Liability provided under this policy;
2. next, to us; and
3. then to any interest as are entitled to claim the remainder, if any.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
As required by written contract	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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(Includes copyrighted material of Insurance Services Office, Inc., with its permission.)

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 30 WV WQ0267 **Endorsement Number:** 53
Effective Date: 01/31/2026 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: AMERESCO, INC.
111 SPEEN ST, SUITE 410
FRAMINGHAM, MA 01701

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.
ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

Countersigned by Susan L. Castaneda
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

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.**

Ameresco, Inc.

2 [X] **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.**

Not Applicable

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 **Not Applicable**

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 **Not Applicable**

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.**

Not Applicable

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

Louis P. Maltezos, Co-President of Ameresco, Inc.

Signature of vendor doing business with the governmental entity

May 18, 2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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 Ameresco, Inc. (vendor) and the City of Baytown

Ameresco, Inc. (vendor), using Cooperative Contract

PCA OD-365-22 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Water Meter Systems/Items

at the prices listed: As per attached listing
(please include separate list, if required)

Ameresco, Inc.
Vendor (company)

Louis P. Maltezos, Co-Presi
Vendor representative printed Name

Representative Signature

May 18, 2026
Date

615 8th Street • O'Donnell, TX 79351

Ofc: 806-428-3239 • Fax: 806-428-3440

May 11, 2022

Ameresco, Inc.
Robert Georgeoff, Exec VP
7929 Brookriver Dr., Ste 250
Dallas, TX 75247
rGeorgeoff@ameresco.com

Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA OD-365-22 Water Meter Systems & Related Items

Dear Mr. Georgeoff,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA OD-OD-365-22. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Kim Parker

Kim Parker, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page
- Instructions for Monthly Report and Administrative Fee Tab 3
- Monthly Report Form & Instructions
- Welcome to PCA!

CITY COUNCIL MEETING 5. d.

Meeting Date: 05/28/2026
Subject: Authorizing a Chapter 380 Economic Development Agreement with Vida Mariscos VII Inc.
Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing a Chapter 380 Economic Development Agreement with Vida Mariscos VII Inc. for the development a new restaurant facility.

PREFACE

The proposed ordinance authorizes a Chapter 380 Economic Development Agreement with Vida Mariscos VII Inc. to facilitate the construction and rehabilitation of a new restaurant facility located on a 1.86-acre tract at 4717 Interstate 10 East. Under the terms of the agreement, the company is required to make a minimum capital investment of $3,500,000 and create at least 70 full-time equivalent jobs. The term of the EDA is for five (5) years.

Upon meeting these performance requirements, the company will be eligible for the following incentives:

- Construction Sales Tax Rebate: A one-time reimbursement on sales and use tax for building materials, not to exceed $15,000.
- Operational Sales Tax Rebate: An annual rebate of local sales tax capped at $60,000 per year, with a total project cap of $300,000.
- Economic Redevelopment Grant: A total grant of $100,000 paid in two equal tranches: $50,000 within 60 days of the grand opening, and $50,000 within 60 days of the first anniversary of operations.

To remain eligible for these performance-based rebates, the company must submit an annual compliance report to the City and provide supporting documentation from the Texas Comptroller to the City of Baytown. Reimbursements are issued only following the City's review of supporting documentation.

This project will revitalize a key commercial site along the I-10 corridor, expand the local tax base, increase property values, and provide new employment opportunities.

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 - 380 Agt Mariscos
Economic Development Agreement
Government Code
Indebtedness Certification

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 CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH VUELVE A LA VIDA MARISCOS, INC. TO FACILITATE THE CONSTRUCTION AND REHABILITATION OF A NEW RESTAURANT FACILITY LOCATED ON A 1.86-ACRE TRACT AT 4717 INTERSTATE 10 EAST; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID 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, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Chapter 380 Economic Development Agreement with Vuelve a la Vida Mariscos, Inc. to facilitate the construction and rehabilitation of a new restaurant facility located on a 1.86-acre tract at 4717 Interstate 10 East. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased by more than twenty-five percent (25%).

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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BAYTOWN, TEXAS
AND
VIDA MARISCOS VII INC.

This Chapter 380 Economic Development Agreement ("Agreement") is made and entered into as of May_____ 2026 (the "Effective Date") by Vida Mariscos VII Inc., a Texas corporation, (the "Company"), and the City of Baytown, Texas (the "City"), a Texas home rule municipality. The City is authorized by Chapter 380 of the Texas Local Government Code to create programs for the grant of public money to promote state and local economic development and to stimulate local business and commercial activity.

The City has authorized the creation of an economic development program under Chapter 380 of the Texas Local Government Code and has authorized the City Manager to make a grant of money to the Company to (i) construct a facility on the property (the "Property"), and (ii) create New Full-Time Jobs at the Facility ((i) and (ii) together are the "Project").

The location of the Company's Facility in the City of Baytown will further state and local economic development and stimulate business and commercial activity in the City of Baytown. The Company accepts the City's grant and agrees to carry out the Project, the terms of which are the subject of this Agreement.

The City and the Company agree as follows:

AGREEMENT

I. Company's Obligations

1.01 Construction of the Facility. The Company shall construct the Facility at the Property as follows:

(a) The Company will renovate and redevelop a [9,051] square foot Facility in accordance with all applicable requirements, laws, rules, regulations, and ordinances and in accordance with the following additional construction requirements for exterior building façades (other than accessory use buildings with less than 500 square feet of surface area):

i. All walls facing Interstate 10 will be covered at least 80% with brick stone, word, or fiber cement; and
ii. All walls adjacent to the walls in Section 1.01(a)(i) will be covered at least 50% with brick, stone, wood, or fiber cement.
iii. The building's exterior and interior will feature the Vida Mariscos branding and finishes as featured at their Webster location.

(b) The attached illustration of the Property as depicted in Exhibit A is an example of a facility meeting the requirements of Section 1.01(a)(i) and (ii).

(c) The Company shall comply with the following deadlines, including the dates provided for Commencement of Construction and Commercial Operations:

i. "Commencement of Construction" of the Project means the first date on which all of the following have occurred, such date being no later than August 1, 2026 (i) Company has received all necessary licenses, permits and clearances as, in each case, Company reasonably considers necessary so that physical construction of the Project may begin, and (ii) physical work of a significant nature has started on the construction of the Project (including, at a minimum, the installation or erection of fixed improvements to real property); provided, however, that such physical work of a significant nature shall not include any preliminary activities such as, but not limited to, pre-construction planning, engineering or design, clearing any portion of the land, dismantling and/or removing any existing facility on the land, testing or drilling to determine soil conditions, grading or excavation to change the contour of any portion of the land (as distinguished from excavation for footings and foundations), erecting fences, and construction of temporary roads to provide access to the site or used solely for employee, contractor and visitor vehicles (as distinguished from permanent roads integral to the operation or maintenance of the Project upon the completion of construction).

ii. "Commercial Operations Date" means the date Company receives it certificate of occupancy from the City of Baytown, Texas, whichever occurs later but in no event shall be later than October 31, 2027.

1.02 Investment in the Facility. Company or its lessor, or landlord, or owner of the real property at which the Facility is located must add a minimum taxable value of $[3,000,000.00] in improvements to the Property ("Added Taxable Value") and maintain a minimum taxable value of $[3,476,238.000] for at least [5] years from the Commercial Operations date.

1.03 Creation and Retention of New Full-Time Jobs. Company must create and retain [70] additional full-time equivalent (FTE) employment positions, of which said position means a person whose employment is permanent, nonseasonal and who is employed for a minimum of [2080] hours per week, for at least [5] years beginning on the Commercial Operations Date.

1.04 Compliance with City Requirements. The Company must maintain compliance with all City requirements, including payment of taxes and fees owed to the City.

1.05 Valuation Protest. The Company agrees that it will not protest or challenge the property valuations determined by the Harris County Appraisal District (HCAD) for the Property during the term of this Agreement.

II. City's Obligations

2.01 Economic Development Incentive. As consideration for the Company's performance of its obligations under this Agreement, the City will provide the Sales Tax Rebate in 2.02-2.04. The Sales Tax Rebate is subject to the Company's compliance with all terms and conditions herein, including but not limited to Section 1.05. The City's obligation to pay the Reimbursement is conditioned on the following requirements:

(a) The Company has paid property taxes on the Property].
(b) The Company has made a minimum project/capital investment of $[3,000,000].
(c) The Company has maintained an increased taxable value, potentially equal to or greater than $[3,476,238.000].
(d) The Company remains operational throughout the term of the Agreement.
(e) The Company has submitted annual compliance reports to the City, including the following information:
    1. The number of jobs created and/or retained.
    2. General employee pay ranges and benefits offered.
(f) The Company has complied with its obligations regarding Added Taxable Value.
(g) The Company is in compliance with all applicable requirements.
(h) The Company has certified in writing on the form provided by the City that it is in compliance with the terms and conditions of this Agreement, and the City has verified such compliance.
(i) The Company has provided the City with the following documents for reimbursement:
    1. A comprehensive list of all permits and fees, copies of all paid permits and fees, detailed description of improvements with itemized costs, and paid receipts for completed improvements.
    2. The Harris Central Appraisal District assessment records for the year the Company is applying for as well as the previous year to verify that the cost of improvements equals an increase in appraised taxable value for the City of Baytown.
    3. Proof that taxes have been paid for the year applying.
    4. Any other information reasonably required by the City to confirm compliance.

2.02 Construction Phase Sales Tax Rebate. During the construction phase, the Company shall be eligible to receive a rebate equal to 100% of the sales and use tax collected on eligible building and construction materials purchased and delivered within the City's jurisdiction, based on the 2.0% local option sales tax (1.0% City, not to exceed $[15,000.00].

2.03 Operational Phase Sales Tax Rebate. Upon receipt of a Certificate of Occupancy, the Company shall be eligible for a rebate equal to 75% of the City's 1% local sales tax collected from the Company's operations, subject to an annual cap of $[60,000.00] and a total cap of $[300,000.00] over [five] ([5]) years.

2.04 Subject to the Company's continued compliance with the terms of this Agreement, the City shall provide a one-time Economic Development Grant to the Company in the amount of $100,000. For Year 1 Fifty Thousand Dollars ($50,000.00) will be paid to Company 60

days after opening and for year 2 Fifty Thousand Dollars ($50,000.00) will be paid to Company 60 days after first anniversary of opening date.

2.05 The Sales Tax Rebate may be made annually, based on sales tax receipts submitted by the Company, provided that the Company has provided the City with the following documents for reimbursement:

1. Copies of sales tax returns filed with the Texas Comptroller of Public Accounts.
2. Proof of payment of sales tax for the period applying.
3. Any other information reasonably required by the City to confirm compliance with this Agreement.

III. Documentation Supporting the Economic Development Grant

3.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Company authorizes the Grantor to receive all sales and use tax and Texas Mixed Beverage Grose Receipts Tax and Beverage Sales Tax. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

(a) A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

(b) Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

3.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

3.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

3.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which shall be kept in full force and effect throughout the term of the Agreement.

3.05 Company or the City shall not have an uncured material breach or default of this Agreement.

IV. General Terms

4.01 Term. The term of this Agreement will begin on the Effective Date and continue for [five ([5]) years except as agreed to in writing by both Parties or as otherwise provided in this Agreement.

4.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to the Company.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payment(s) to be made to the Company, or other expenditure(s) under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, or any other economic development or financing program authorized by statute or home-rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in a given fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to the Company for such payments or expenditures unless and until appropriation of the necessary funds is made; provided, however, that the Company, in its sole discretion, shall have the right, but not the obligation, to terminate this Agreement and shall have no obligations under this Agreement for the year in which the City does not appropriate the necessary funds.

(d) To the extent there is a conflict between this Section 4.02 and any other language or covenant in this Agreement, this Section 4.02 shall control.

4.03 Representations and Warranties. The City represents and warrants to the Company that the economic development program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the economic development program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the City that it has the requisite corporate authority to enter into this Agreement.

4.04 Event of Default. If either the City or the Company should fail in the performance of any of its obligations under this Agreement, such failure or omission to perform shall constitute an "Event of Default" under this Agreement. When an Event of Default occurs, the non-defaulting party shall provide the defaulting party with written notice of the alleged Event of Default (pursuant to Section 3.09, below), and allow the defaulting party a minimum period of ninety (90) calendar days after the receipt of this notice to cure such Event of Default, prior to terminating this Agreement, instituting an action for breach of contract or pursuing any other remedy for the event of default.

4.05 Entire Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating to the Parties' obligations are superseded by this Agreement. This Agreement may only be modified, altered or revoked by written amendment signed by the City and the Company.

4.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

4.07 Assignment. Except as provided below, the Company may not assign its rights or obligations under this Agreement to a third party without prior written approval of the City.

4.08 Termination.

(a) Termination by the Company for convenience. In the event the Company elects not to proceed with the Project as contemplated by this Agreement, the Company shall notify the City in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

(b) Termination for Cause. If either Party to this Agreement fails to meet its obligations under this Agreement, and the non-defaulting party provides notice of the Event of Default as set forth in Section 3.04, above, and the Event of Default is not cured within the ninety (90) calendar day cure period, this Agreement may be terminated by the non-defaulting party after expiration of the ninety (90) calendar day cure period.

4.09 No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder will operate to or be deemed

to waive any immunity or defense of any City trustee, officer, employee, volunteer, representative, or agent or any Company trustee, officer, employee, volunteer, representative, or agent may be entitled under law.

4.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

To the Company:

VIDA MARISCOS VII INC.
Attn: Sergio Pineda
Address: 16522 HUFSMITH-[redacted] Kohrville Rd Houston TX 77070
Email: Sergiop@eloscucos.com

with a copy to:

VIDA MARISCOS VII INC.
Attn: Guillermo Cabrera
Address: 16522 HUFSMITH Kohrville Rd. Houston TX 77070
Email: Guillermo@eloscucos.com.

To the City:

City of Baytown
Attn: City Manager
Address: 2401 Market Street, Baytown, TX 77520
Email: jason.reynolds@baytown.org

with a copy to:

City of Baytown
Attn: City Attorney
Address: 2401 Market Street, Baytown, TX 77520
Email: scott.lemond@baytown.org

Any such notices will be either (a) sent by certified mail, return receipt requested, in which case such notice will be deemed delivered three (3) business days after the deposit thereof, postage prepaid, in the United States mail, or (b) sent by a nationally recognized overnight courier, in which case such notice will be deemed delivered upon actual receipt, or (c) delivered by hand delivery, in which case such notice will be deemed delivered upon receipt, or (d) sent by email transmission, in which case such notice will be deemed delivered upon actual receipt. The above address and email may be changed by written notice to the other party; provided, however, that a notice of a change of address will not be effective until actual receipt of such notice. Copies of notices are for informational

purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. If any notice, letter or information herein requires "actual receipt," such notice, letter, or information will not be deemed received until the party entitled to receive the same has physical possession of such notice, letter or information.

The term "business day" as used in this Agreement will mean a day that is not a Saturday, Sunday, or legal holiday in Houston, Texas.

4.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall be interpreted as being drafted by both Parties in conjunction with the other, neither more strongly for, nor against any party.

4.12 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie in the state courts of Harris County, Texas.

4.13 Severability. In the event any provision(s) of this Agreement is deemed illegal, invalid or unenforceable under present or future law(s) by a court of competent jurisdiction, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision will be substituted by written amendment to this Agreement which is legal, valid or enforceable and similar in terms to the provision deemed to be illegal, invalid or unenforceable.

4.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, current and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Facility or the design, construction or operation of any portion thereof.

4.17 Public and Confidential Information. All records and information provided to the City and its representatives to verify compliance with this Agreement, including monthly and annual reports shall be considered public information, and shall be available for public inspection, and may be posted on the City's website without further advance notice to the Company. Other information provided by or on behalf of the Company under or pursuant to this Agreement that the Company considers as proprietary shall be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act (the "Act"), the City shall follow the standards set

out in the Act and under the Texas Attorney General's procedures for such requests, and the Company shall be responsible for defending the confidentiality of such information. The City has the right to conduct on-site inspections of documents to establish compliance, including but not limited to payroll records reflecting the names, hire dates, salaries and number of hours compensated of all individuals in New Full-Time Jobs.

4.18 Limitation of Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages.

4.19 Counterparts. This Agreement may be executed in several identical counterparts by the Parties on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts combined shall constitute one (1) original agreement.

Signatures on next page

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

VIDA MARISCOS VII INC.

By: SERGIO CABRERA
[Name] SERGIO CABRERA
[Title] OWNER

Date: 5-7-26, 2026

CITY OF BAYTOWN, TEXAS

By: _____
Jason Reynolds
City Manager

Date: _____, 2026

Approved as to form:

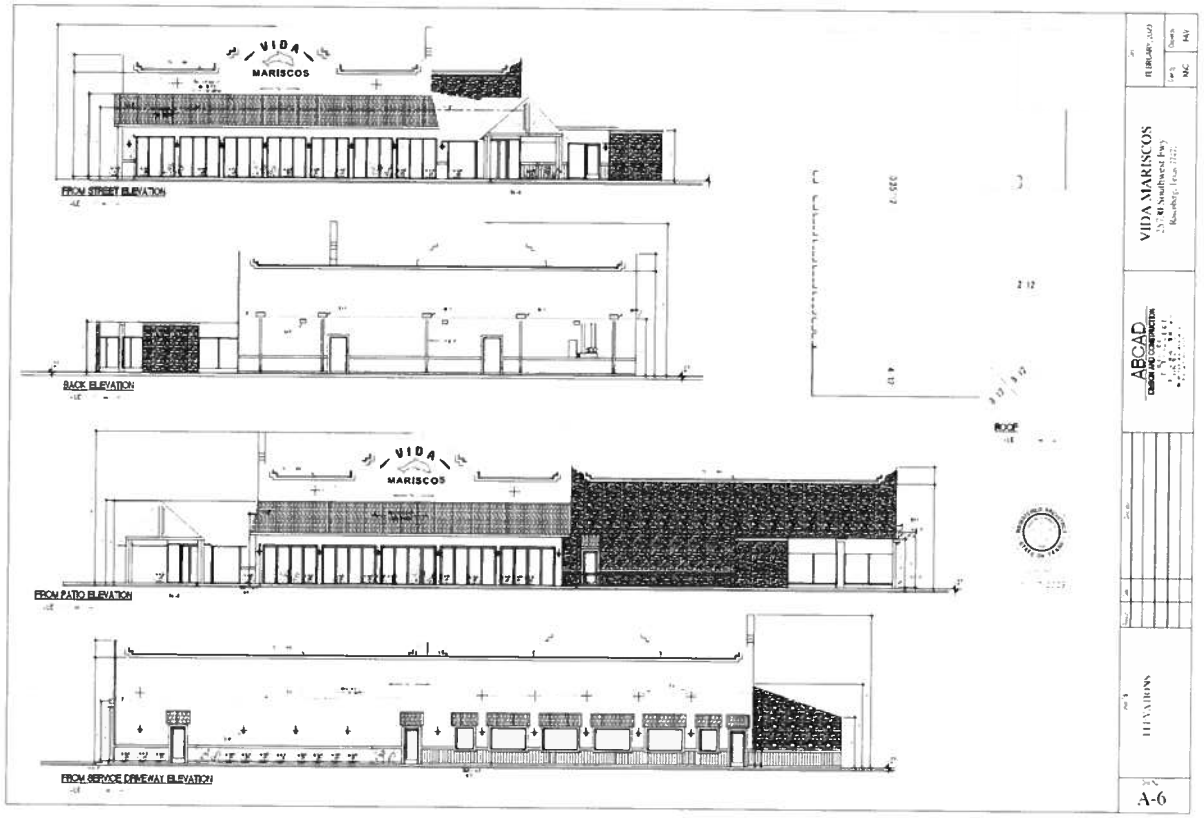
_____
Scott Lemond, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

BEING A 1.866 ACRE TRACT OF LAND, MORE OR LESS, LYING IN THE TALCOTT PATCHING SURVEY, ABSTRAT 620, AND BEING A PORTION OF RESERVE "O", BEING A PARTIAL REPLAT OF EASTPOINT SUBDIVISION, SECTION ONE, (1), AS RECORDED IN VOLUME 319, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

PROPERTY ILLUSTRATION



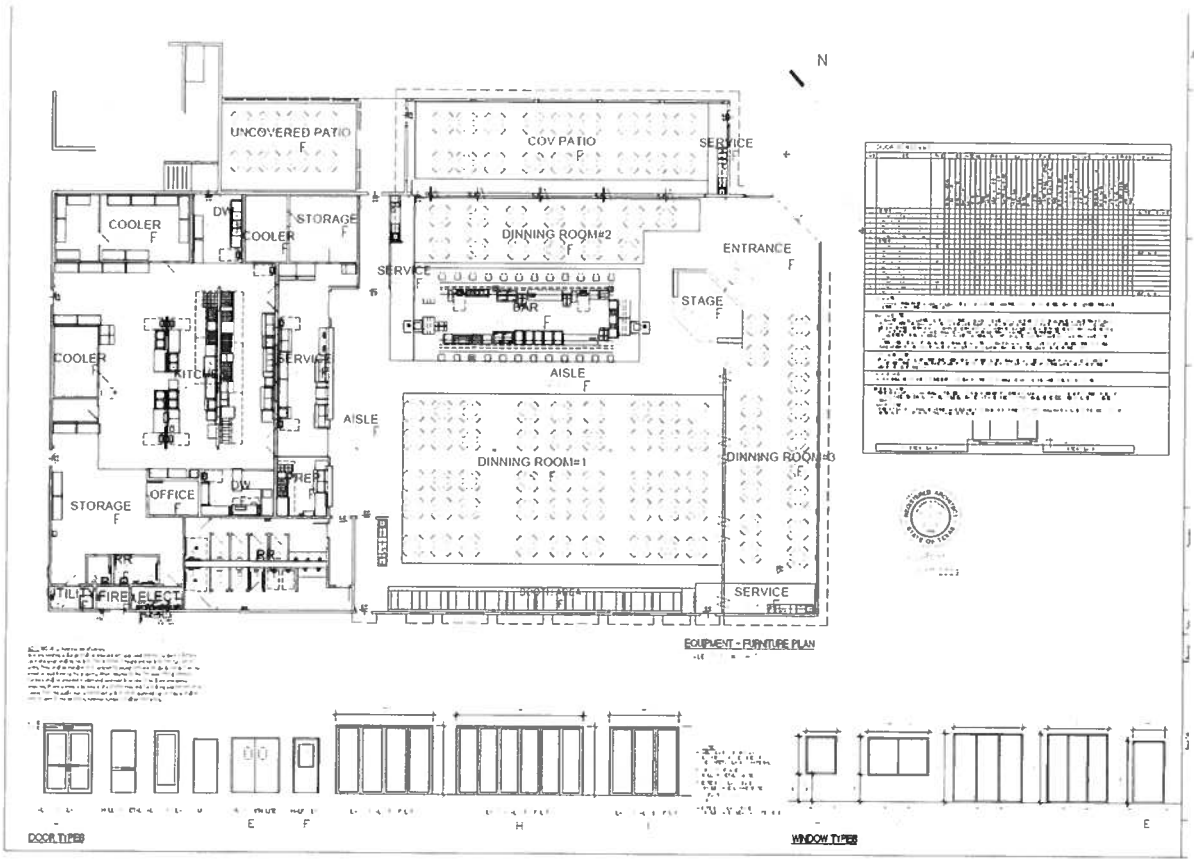

N
UNCOVERED PATIO
F
COV PATIO
P
SERVICE
COOLER
F
DW
COOLER
STORAGE
F
DINNING ROOM#2
F
ENTRANCE
F
SERVICE
F
BAR
F
STAGE
F
COOLER
F
KITCH
SERVICE
AISLE
F
AISLE
F
DINNING ROOM#1
F
DINNING ROOM#3
F
STORAGE
F
OFFICE
F
DW
RR
RR
UTIL
FIRE
ELECT
SERVICE
F
EQUIPMENT - FURNITURE PLAN
DOOR TYPES
E
F
H
I
WINDOW TYPES
E

EXHIBIT B

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

COMPLIANCE REPORT

Reporting Period: _____

I. Business Information

- **Company Name: VIDA MARISCOS VII INC.**
- **Facility Name:** Vida Mariscos Restaurant & Sports Bar
- **Facility Address:** [Insert Property Address], Baytown, Texas 77521
- **Contact Person:** _____
- **Phone Number:** _____
- **Email Address:** _____

II. Facility Construction Compliance

1. **Project Status**
   - **Commencement of Construction Date:** _____
   - **Commercial Operations Date:** _____
2. **Compliance with Construction Requirements**
   - **Total square footage renovated:** _____
   - **Compliance with exterior building façade requirements:** YES / NO
3. **Required Permits:** Attach copies of all paid permits and fees.

III. Investment Compliance

1. **Added Taxable Value**
   - **Minimum Required Investment: $3,500,000.00**
   - **Actual Added Value:** $_____
   - **HCAD Assessment Records:** Attach Previous and Current Year records.
2. **Proof of Paid Ad Valorem Taxes**
   - **Are taxes current?** YES / NO
   - **Note:** Company agrees not to protest valuation if it meets the Minimum Required Valuation.

IV. Employment Compliance

1. **Job Creation & Retention**
   - **Required New FTE Jobs: 70**
   - **FTE Definition:** Permanent, non-seasonal, minimum **40 hours/week**.
   - **Actual FTEs hired/retained:** _____

- **Supporting Docs:** Attach payroll records showing employee names, hire dates, salaries, and hours worked.

2. **Compliance Period:** Have all required jobs been maintained throughout the Tax Year? YES / NO.

V. Sales Tax Rebate Compliance

1. **Total Annual Sales Tax Remitted to Texas Comptroller:** $_____
2. **Requested Rebate Amount:** $_____
3. **Supporting Documentation:**
   - Copies of sales tax returns filed with the Texas Comptroller.
   - Use Tax Certificate relating to Use Tax Receipts paid during the Tax Year.

VI. Certification and Signature

I certify that the information provided in this compliance report is accurate and that Vida Mariscos is in full compliance with the terms and conditions of the Chapter 380 Economic Development Agreement with the City of Baytown, Texas.

Authorized Representative: SERGIO CABEZA

Title: Owner **Date:** 5/7/26

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, SERGIO CABRERA, the undersigned representative of VIDA MARISCOS (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company 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 Company 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 Company 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.

In making this verification, I understand that the following definitions apply:

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

2. "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).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

but does not include:

a. 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

b. 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:
   (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
   (2) 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.

EXECUTED this the 28TH day of APRIL, 2026

VIDA MARISCOS
Company Name

SERGIO CABRERA
Signature

SERGIO CABRERA
Printed Name/Title

JORGELINA BELEN AHUALLI
Notary ID #131071590
My Commission Expires
May 27, 2029

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Jorgelina B. Ahualli, the undersigned notary public, on this day personally appeared SERGIO CABRERA, the owner (Title) of Vida Mariscos (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 28th day of April, 2026

Notary Public in and for the State of Texas

R:\Karen Horner\Documents\Files\Purchasing\GovernmentCodeVerificationsClean.docx

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Authorizing a Chapter 380 Economic Development Agreement with Vuelvea la Vida Mariscos, Inc for the development of a restaurant

Company Name: Cabrera Construction, LLC

Department: Administration

Date: 05/06/2026 **Council Date:** 05/28/2026

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.

Teresa McKenzie — Director of Finance

05/06/2026 — 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 6. a.

Meeting Date: 05/28/2026
Subject: Consider an ordinance authorizing the purchase of Envisio Software with Carahsoft Technology Corp through the OMNIA contract R240303.
Prepared for: Jason Reynolds, City Management
Prepared by: Sabrina Martin, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing the purchase of Envisio Software from Carahsoft Technology Corp through the OMNIA cooperative contract R240303.

PREFACE

This proposed ordinance authorizes the purchase of Envisio Software from Carahsoft Technology Corp, in the amount of $49,504.08, for year one of a three-year software subscription, utilizing the OMNIA cooperative contract R240303. The software is used by the City of Baytown for performance metrics and project management tracking.

Fiscal Impact

Fiscal Year: 2027
Acct Code: 10001071 56600
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: 148,512.24
Fiscal Impact (Additional Information):
Budget available is $948,976.17 as of May 6, 2026.

Attachments

Ordinance Authorizing Purchase of Envisio Software
Carahsoft Affidavit of Ownership
Carahsoft Code Verification
Form 1295
Quotation
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF THE ENVISIO SOFTWARE PLATFORM WITH CARAHSOFT TECHNOLOGY CORP., THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS REGION 4 EDUCATION SERVICE CENTER (ESC) CONTRACT #R240303, AND AUTHORIZING PAYMENT IN AN AMOUNT OF FORTY-NINE THOUSAND FIVE HUNDRED FOUR DOLLARS AND 08/100 ($49,504.08) FOR YEAR ONE OF A THREE-YEAR SOFTWARE SUBSCRIPTION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City Council of the City of Baytown has approved Interlocal Agreements for cooperative purchasing with Omnia Partners; and

WHEREAS, pursuant to such agreements, the City may make purchases based upon the bids received by Omnia Partners; and

WHEREAS, Omnia Partners have taken bids and entered into a contract for the purchase of the Envisio Software from Carahsoft Technology Corp. through Region 4 Education Service Center (ESC) Contract #R240303; 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 the Envisio Software Platform with Carahsoft Technology Corp., through a cooperative purchasing agreement with Omnia Partners Region 4 Education Service Center (ESC) contract #R240303, and authorizes payment in an amount of FORTY-NINE THOUSAND FIVE HUNDRED FOUR DOLLARS AND 08/100 DOLLARS ($49,504.08) for year one of a three-year software subscription.

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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF VA §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF Fairfax §

BEFORE ME, the undersigned authority, on this day personally appeared Natalie LeMay [**FULL NAME**] (hereinafter "Affiant"), Contracts Manager [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of Carahsoft Technology Corp [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with Enviso licensing [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP	[ ] NON-PROFIT CORPORATION
[X] CORPORATION	[ ] UNINCORPORATED ASSN.
[ ] PARTNERSHIP	
[ ] LIMITED PARTNERSHIP	
[ ] JOINT VENTURE	
[ ] LIMITED LIABILITY COMPANY	
[ ] OTHER (Specify type in space below):	

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Carahsoft Technology Corp

Business Address [**NO./STREET**] 11493 Sunset Hills Rd Suite 100

[**CITY/STATE/ZIP CODE**] Reston VA 20190

Telephone Number (703) 871-/8500

Email Address [**OPTIONAL**] sales@carahsoft.com

Residence Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number [**OPTIONAL**] (_____) _____

Email Address [**OPTIONAL**] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number (_____) _____

Email Address [**OPTIONAL**] _____

Residence Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number [**OPTIONAL**] (_____) _____

Email Address [**OPTIONAL**] _____

6. Optional Information
Contracting Entity and/or
_____ [**NAME OF**

Orig. Dept.: _____ File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Natalie L May
Affiant Signature

PRIYA SINGH NOTARY PUBLIC MY COMMISSION NUMBER 00340514 COMMONWEALTH OF VIRGINIA

SWORN TO AND SUBSCRIBED before me this 29 day of April, 2026

(Seal)

Priya Singh
Notary Public Signature for the State of Virginia

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

R:\Karen\Files\Contracts\Affidiavit of Ownership or Control.doc

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Natalie LeMay, the undersigned representative of Carahsoft Technology Corp (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company 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 Company 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 Company 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.

In making this verification, I understand that the following definitions apply:

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

2. "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).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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.

EXECUTED this the 29 day of April, 20 26.

(Seal)

PRIYA SINGH NOTARY PUBLIC MY COMMISSION NUMBER 00340514 COMMONWEALTH OF VIRGINIA

Carahsoft Technology Corp
Company Name

Natalie LeMay
Signature

Natalie LeMay Contracts Manager
Printed Name/Title

STATE OF Virginia §
COUNTY OF Fairfax §

Before me, Priya Singh, the undersigned notary public, on this day personally appeared Natalie LeMay, the SLG Contracts Manager (Title) of Carahsoft Technology Corp. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 29 day of April, 20 26.

Priya Singh
Notary Public in and for the State of Virginia

CCO 2023 V1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1455793

Date Filed:
05/01/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

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

City of Baytown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Carahsoft/Envisio
Envisio Licensing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Abod, Craig	Reston, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sean Hiebert, and my date of birth is 08/20/1981.

My address is 11493 Sunset Hills Rd Suite 100, Reston (city), VA (state), 20190 (zip code), USA (country).

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

Executed in Fairfax County, State of VA, on the 1 day of May (month), 20 26 (year).

Sean Hiebert

Signature of authorized agent of contracting business entity
(Declarant)

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

TO: Sabrina Martin
Assistant to the City Manager
City of Baytown
2401 Market St
Baytown, TX 77520 USA

EMAIL: Sabrina.Martin@baytown.org

PHONE: (281) 420-6690

FROM: Sydney Blackburn
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Sydney.Blackburn@carahsoft.com

PHONE: (571) 662-3127

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	64514925
QUOTE DATE:	04/24/2026
QUOTE EXPIRES:	08/06/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$49,504.08
TOTAL QUOTE:	$49,504.08

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1				
1	ENV-ENTP-100-249M-1195	Enterprise Software Subscription: Envisio Bundle including unlimited Plans, Analytics, Public Dashboards and Projects - Annual Subscription with Unlimited Licenses - ENV-ENTP -100-249M Envisio Solutions, Inc - ENV-ENTP-100-249M Start Date: 10/01/2026 End Date: 09/30/2027	$49,504.08	COOP	1	$49,504.08
		YEAR 1 SUBTOTAL:				$49,504.08
		SUBTOTAL:				$49,504.08
		TOTAL PRICE:				**$49,504.08**
		TOTAL QUOTE:				**$49,504.08**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 2				
2	ENV-ENTP-100-249M-1195	Enterprise Software Subscription: Envisio Bundle including unlimited Plans, Analytics, Public Dashboards and Projects - Annual Subscription with Unlimited Licenses - ENV-ENTP -100-249M Envisio Solutions, Inc - ENV-ENTP-100-249M Start Date: 10/01/2027 End Date: 09/30/2028	$49,504.08	COOP	1	$49,504.08
		YEAR 2 SUBTOTAL:				$49,504.08

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 3				
3	ENV-ENTP-100-249M-1195	Enterprise Software Subscription: Envisio Bundle including unlimited Plans, Analytics, Public Dashboards and Projects - Annual Subscription with Unlimited Licenses - ENV-ENTP -100-249M Envisio Solutions, Inc - ENV-ENTP-100-249M Start Date: 10/01/2028 End Date: 09/30/2029	$49,504.08	COOP	1	$49,504.08
		YEAR 3 SUBTOTAL:				$49,504.08
		SUGGESTED OPTIONS SUBTOTAL:				$99,008.16

1. Prices set forth in this quote are valid for the period stated. All prices are quoted in US Dollars and are exclusive of applicable taxes. Customer is responsible for any sales, use, excise, or similar taxes imposed on amounts payable under this Agreement. If Carahsoft is required by law to collect such taxes, they will be added to the invoice unless Customer provides a valid tax-exemption certificate.
2. Travel and other reasonable business expenses will be reimbursed when incurred at Customers' request. Such expenses must be approved in advance by Customer.
3. Acceptance of this quote is acceptance of the accompanying Master Services Agreement (MSA) or a previously signed MSA in the event of renewal/upsell.

QUOTE DATE: 04/24/2026
QUOTE NO: 64514925

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the annual renewal of Envisio Software with Carahsoft Technology Corp through the OMNIA contract R240303

Company Name: Envisio Solutions, Inc

Department: Administration

Date: 05/05/2026 **Council Date:** 05/28/2026

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 — Date: 05/05/2026

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 6. b.

Meeting Date: 05/28/2026
Subject: Consider an ordinance amending the Lease Agreement with Bay Area Heritage Society
Prepared for: Carol Flynt, City Management **Prepared by:** Carol Flynt, City Management
Department: City Management

Information

ITEM
Consider an ordinance amending the Lease Agreement with Bay Area Heritage Society.

PREFACE
This item amends the Lease Agreement with Bay Area Heritage Society (BAHS) to change the location and number of dedicated parking spaces for use by BAHS and to extend the term of the lease. Currently, the agreement states ten spaces behind the building will be designated for BAHS use. These spaces are utilized by City of Baytown staff who work in the Health Department in the same building. BAHS requested the designated spaces be changed to off-street parking along Galliard Street. Due to the renovations on the City occupied portion of the building, including replacement of the HVAC for the whole building, BAHS had to close operations for 6 months. BAHS is also completing renovations on their portion of the building and would like to extend the lease agreement in consideration of the improvements being made.

Fiscal Impact

Fiscal Year: 2026
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed: 0
Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing 1st Amendment to Lease Agreement with BAHS
BAHS Lease amendment
BAHS lease agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF BAYTOWN AND THE BAYTOWN AREA HERITAGE SOCIETY REGARDING THE PROPERTY LOCATED AT 220 WEST DEFEEE STREET, BAYTOWN TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown and the Bay Area Heritage Society entered into a Lease Agreement concerning property owned by the City and located at 220 West Defee Street, Baytown, Harris County, dated January 23, 2004; and

WHEREAS, Section 7.06 of the Lease Agreement allows for amendment to the terms and conditions of the Lease Agreement only by written instrument agreed to by the Parties and by authority of an ordinance adopted by the City Council; and

WHEREAS, the City of Baytown and the Baytown Area Heritage Society now desire to amend certain terms of the Lease Agreement; 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, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Lease Agreement between the City of Baytown and the Baytown Area Heritage Society. A copy of said amendment 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE BAY AREA HERITAGE SOCIETY AND THE CITY OF BAYTOWN

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This First Amendment to the Lease Agreement between the City of Baytown, Texas and Bay Area Heritage Society of Baytown, Texas ("First Amendment") is entered into on this the ____ day of _____, 2026, by and between the City of Baytown, Texas, a municipal corporation located in Harris and Chambers Counties, Texas (hereinafter referred to as the "City" or "Lessor") and Bay Area Heritage Society of Baytown, Texas, a Texas non-profit corporation, ("Bay Area" or "Lessee").

W I T N E S S E T H

WHEREAS, the City and Bay Area entered into a Lease Agreement concerning property owned by the City and located at 220 West Defee Street, Baytown, Harris County, Texas. Said Lease Agreement is dated January 23, 2004, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference for all intents and purposes (the "Lease Agreement"); and

WHEREAS, Section 7.06 of the Lease Agreement allows for amendment to the terms and conditions of the Lease only by written instrument executed on behalf of the Lessor (by authority of an ordinance adopted by the Lessor's Council) and Lessee; and

WHEREAS, Lessor and Lessee now desire to amend certain terms of the Lease Agreement;

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto mutually agree as follows:

Section 1.01 of the Lease Agreement is hereby amended to read as follows:

> "TERM
> The term of this lease is for 27 years and 6 months, beginning on the date that the Agreement is signed by the Lessor's City Manager (the "Term"). The term shall expire on the 23rd day of January 2031, unless terminated sooner or extended as provided in this Lease."

Section 7.01 of the Lease Agreement is hereby amended to read as follows:

> "PARKING
> Lessee shall have the exclusive use of five (5) off-street parking spaces along North Galliard Street, on the east side of the Premises. If Special Events requiring additional parking are hosted by the Lessee at the Premises, the Lessee may designate the remaining off-street parking spaces along North Gaillard Street for

exclusive use by the Lessee, but only for the duration of the Special Event. Said parking spaces may be marked as “Reserved for BAHS” by Lessee or Lessor.”

No other terms of the Lease Agreement are altered by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment 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 _____, 2026, 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 LEMOND, City Attorney

Bay Area Heritage Society of Baytown, Texas

_____
Name

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, _____, the undersigned notary public, on this day personally appeared _____ of Bay Area Heritage Society of Baytown, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

LEASE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Lease Agreement (this "Agreement" or "Lease") is made and entered into between the City of Baytown, Texas, a municipal corporation, hereinafter referred to as "Lessor," and The Bay Area Heritage Society of Baytown, Texas, a Texas non-profit corporation, hereinafter referred to as "Lessee. " In consideration of the mutual covenants and agreements of this Agreement, Lessor leases to Lessee and Lessee leases from Lessor the right to use and occupy the following described property located at 220 West Defee, Baytown, Harris County Texas:

> Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and the west five feet of Lot 20, Block 9, Goose Creek Townsite, also known as Pruett First Addition, Harris County, Texas, being the building commonly known as the old Post Office constructed in 1936, excluding the Federal Building constructed in 1960 and including the grounds immediately adjacent to the south and west of the old Post Office Building. The demised premises are depicted and marked with cross-hatching on a plat of the building contained in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

hereinafter referred to in this Lease as the "Premises."

I.
TERM

1.01 TERM.
The term of this lease is for 25 years, beginning on the date this Agreement is signed by the Lessor's City Manager (the "Term"), unless terminated sooner or extended as provided in this Lease.

1.02 HOLDING OVER.
If Lessee holds over and continues in possession of the Premises after the Term or any extension of it expires, the holding over may be considered by the Lessor and at the Lessor's option a month-to-month tenancy binding Lessee to all terms and conditions as set forth in this lease with the following exceptions: The rental payments due Lessor shall be $500.00 per month, payable on the first day of each month thereafter until the tenancy is terminated in a manner provided by law or as a remedy elected by Lessor under the terms of this lease.

1.03 DAMAGE OR DESTRUCTION OF PREMISES BY FIRE OR OTHER CASUALTY.

1.03.01 NOTICE TO LESSOR.
If the Premises or any structures or improvements on them are damaged or destroyed by fire, tornado, or other casualty, regardless of its cause, Lessee must immediately give Lessor written notice of the damage or destruction.

1.03.02 TOTAL DESTRUCTION.
If a fire, tornado, or other casualty or occurrence not caused in whole or in part by the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent totally destroys the Premises or so damages the Premises that rebuilding or repairs are determined by the Lessor not in its best interest, this Lease upon written notice from Lessor will terminate.

1.03.03 PARTIAL DESTRUCTION.
If the Premises are damaged by fire, tornado, or other casualty or occurrence not caused in whole or in part by the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent, and the damage does not amount to a total destruction as set out in Section 1.03.02 and as determined by Lessor, Lessor may, at its sole option, proceed immediately to rebuild or repair the Premises to substantially the condition they were in before the damage. If the damage renders the Premises untenantable in whole or in part as determined by the Lessor, the services to be performed as consideration for the use of the premises during the period in which the Premises are untenantable may be curtailed to the extent authorized by the Lessor. If the Lessor determines not to rebuild or repair the Premises, the Lessor may terminate this Lease.

1.04 CONDEMNATION BY EMINENT DOMAIN.

1.04.01 TOTAL TAKING.
If, during the Term or any extension or renewal of the Lease, all of the Premises are taken as determined by the Lessor for a public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate and the services to be performed will be terminated for the unexpired portion of this Lease, effective as of the date the condemning authority takes possession of the Premises.

1.04.02 PARTIAL TAKING.
If less than all but more than fifty percent (50%) of the Premises is taken as determined by the Lessor for any public or quasi-public use under any

governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Lessor may terminate the Lease by giving written notice to the other within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion. If the Premises are partially taken and Lessor elects not to terminate this Lease, or if less than fifty percent (50%) of the Premises is condemned as determined by the Lessor, this Lease will not terminate, but Lessee's services will be adjusted equitably as determined in the sole discretion of the Lessor during the unexpired portion of this Lease.

II.
RENTAL PAYMENTS

2.01 BASIC RENT.
Lessee promises and agrees as compensation for using and occupying the Premises it shall provide museum services to the citizens, convention delegates and tourists of the City of Baytown under the terms specified herein.

2.02 PERFORMANCE OF SERVICES AND PROMPT PAYMENT OF REQUIRED FEES.
Lessee's right to possession and all of Lessor's obligations hereunder are expressly contingent upon Lessee's performance of services required herein as well as the prompt payment of monies required to be paid by Lessee herein, and the use of the Premises by Lessee is obtained only on the condition that services are rendered and all fees required herein are paid on time. Performance of services and payment fees required herein shall be independent covenants. At any time after Lessor's receipt of a check from Lessee for other fees, such check is not honored by the drawing financial institution due to insufficient funds or is otherwise dishonored twice for any reason, Lessor may at any time thereafter, at Lessor's sole option, require that all fees and other sums due from Lessee hereunder be paid either by cashier's check or money order. Failure to pay any fees required herein as and when required will not only be considered a breach of this Lease but also result in interest, as specified in Section 2.03, being charged on the delinquent payment commencing on the date the payment first becomes overdue.

2.03 INTEREST ON DELINQUENT PAYMENTS.
Delinquent payments shall bear interest. Interest shall be determined by the prime interest rate as promulgated by Southwest Bank of Texas or its successor or twelve percent (12%) per annum, whichever is greater. Such interest shall commence on the date the payment first becomes overdue and continuing until the delinquent payment is paid in full.

2.04 REAL ESTATE TAXES.
In addition to the basic rent specified above, Lessee will pay to Lessor all real property taxes, special assessments, and governmental charges of any kind, if any, imposed on the Premises during the term, including any special assessments imposed on or against the

Premises for constructing or improving public works. This additional rent will be in the amount stated in a written notice sent by Lessor to Lessee and will be due within fifteen (15) days of receipt of the notice.

2.05 UTILITIES.

2.05.01 TELEPHONE.
Lessee agrees to pay for telephone services furnished on the Premise for the Term of the Lease.

2.05.02 ELECTRICITY, NATURAL GAS AND WATER TO BE PAID BY LESSEE.
Except as provided in Section 2.05.03, Lessee shall pay as additional rent a portion of the electric, natural gas and water charges. Such portion of the expense shall be determined on a pro rata basis of the square footage of the interior floor area of the Premises as it relates to the total square footage of the Post Office – Federal Building Complex located at 220 West Defee, Baytown, Harris County, Texas.

2.05.03 EXCEPTION.
The Lessor may pay the expenses referenced in 2.05.02, if the funds are budgeted by the City Council; provided the following terms and conditions are satisfied by the Lessee, as determined in the sole discretion of the Lessor:

1. REPORT.
Lessee, at least annually and more often if requested in writing by the City Manager of the City of Baytown, shall make written and/or oral reports as determined by the Lessor to the City Council of the City of Baytown concerning:

a. Lessee's activities, which shall include:

i. historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums located in the municipality that would be frequented by tourists and convention delegates; and/or

ii. the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures radio, television, tape and sound recording, and

other arts related to the presentation performance, execution and exhibition of these major art forms;

b. participation in Lessee's programs and activities,

c. description of the programs and activities,

d. how the programs and activities were advertised to encourage tourists and convention delegates to visit;

e. number of tours guided by Lessee,

f. special exhibits of the Lessee at the Premises, and

g. Lessee's activities for a one-year period.

2. RECORDS.
Accurate records of all receipts and disbursements shall be kept by the Lessee and all accounts may be audited in accordance with Section 7.13. Lessee will disclose in these records the amount of funds that it raised from whatever sources, including the sums derived from anonymous donations, private contributions, and concession revenues. These records shall also show the names of operating personnel, salaries and amounts necessary for supplies and other incidental items as may be necessary and proper for the operation of the museum.

3. BUDGET.
Lessee agrees to provide a copy of each budget adopted by Lessee within 30 days of its passage.

2.05.04 RECAPTURE.
In the event that the Lessee determines that the conditions stated in Section 2.05.03 are not satisfied, the utility expenses paid by the Lessor for the period during which the Lessee did not satisfy the conditions as determined at the sole discretion of the Lessor shall be recaptured, together with interest as prescribed in Section 2.03 by the Lessor. The utilities paid by the Lessor pursuant to Section 2.05.03 shall be paid by Lessee to the Lessor within thirty (30) days from the date of the notice of noncompliance sent by Lessor to the Lessee.

III.
USES

3.01 USE OF PREMISES.

3.01.01 MUSEUM.

The Premises will be used for the continuing development, organization, supervision, and management of the museum and museum programs, including, but not limited to, conducting and promoting guided tours for schools, churches, clubs and senior citizens, preparing and publicly displaying exhibits, publications, postcards and films, conducting lectures and study courses, demonstration of crafts common to Baytown's ancestors, providing professional and staff personnel, maintaining and operating adequate facilities and the performance of all other acts necessary to ensure a successful operation of such civic enterprise.

3.01.01.01 MUSEUM CURATOR.

In furtherance of the purpose of the Premises, the Lessee agrees that it will make all reasonable efforts to employ a professional curator to staff the museum on at least a part-time basis. Lessee shall provide information to Lessor upon request.

3.01.01.02 HOURS OF OPERATION.

Lessee covenants and agrees that it will keep the museum open to the public for a minimum average of twenty (20) hours a week and on such other occasions as public demand may justify.

3.01.01.03 NO FEE TO PUBLIC.

The Lessee shall operate the museum free of charge. This provision, however, shall not be construed to prohibit the Lessee from soliciting donations, dues or other funds from any person or from any sponsoring fundraising events. All money collected by the Lessee, and all income or revenues derived from the operation of the museum shall be set aside to be used by the Society solely in such a manner as to develop, operate and maintain this museum and its programs.

3.01.01.04 STANDARD OF CARE.

The Lessee agrees it shall exercise appropriate care, prudence and diligence in the selection of its members and the election of directors for the purpose of assuring broad representation of the community interest and to act always in accordance with community goals and in the highest public interest. Lessee hereby expressly agrees to supply the names of those persons selected as Directors for filing as a public record. Such directors shall faithfully and diligently exercise its authority in conformity with

the provisions of this Agreement. The Board of Directors of the Lessee shall conform in principle and, where applicable, with the procedures adopted by the Lessor's City Council in the conduct of its meetings and the Directors shall adopt appropriate and reasonable regulations to this end.

3.02 LIMITATIONS ON USE.

Notwithstanding the foregoing Section 3.01 describing Lessee's permissible use of the Premises, Lessee, without having first obtained Lessor's written consent, shall not:

i. Display, stock, offer to sell, or sell, or permit the displaying, stocking, offering for sale, or sale of any alcoholic beverages, including beer and wine, in, on, or from the Premises.

ii. Allow any livestock, pets, or other live animal of any kind in or on the Premises.

iii. Place or maintain or permit the placing or maintaining of any sign or advertising device of any kind on the exterior walls or roof of the Premises, without obtaining the prior written consent of the Lessor.

iv. Commit or permit any act or acts in or on the Premises or use them or suffer them to be used in any manner that will increase the existing fire, liability, and other insurance rates on the Premises and its contents or that will cause a cancellation of any insurance policy covering the improvements on the Premises. Lessee shall not keep, hold, store, use, or sell in or on the Premises any product or article prohibited by the standard fire insurance policy, as it now exists or may later provide, covering the improvements on the property or permit or suffer any such product or article to be kept, held, stored, used, or sold in or on the Premises. Lessee will, at its sole expense, comply with all requirements of Lessor's insurance carriers necessary for the continued maintenance of reasonable fire and liability insurance covering the Premises.

v. Permit any objectionable or unpleasant odors to emanate from the Premises; permit smoking, drugs, alcohol, or concealed weapons on any portion of the Premises; place or permit any loud speaker or amplifier or otherwise allow any objectionable noises or vibrations to emanate from the Premises; or take or permit any other conduct that in the exclusive judgment of Lessor would constitute a nuisance or would disturb or endanger other tenants or neighbors or unreasonably interfere with their use of their respective premises.

3.03 DISCLAIMER OF WARRANTIES.

LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE, KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY,

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND LESSEE ACCEPTS SUCH PREMISES IN AN "AS IS" CONDITION, WITH ALL FAULTS.

LESSEE, BY ITS ACCEPTANCE OF THIS LEASE EXPRESSLY WAIVES ANY RIGHT OR CLAIM AGAINST LESSOR FOR DAMAGES, RESCISSION OR OTHER REMEDY AT LAW OR IN EQUITY WITH RESPECT TO OR RESULTING FROM THE PHYSICAL CONDITION OF THE PREMISES AND THE IMPROVEMENTS, IF ANY THEREON, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PREMISES AND THE FACT THAT PORTIONS OF THE PREMISES MAY BE LOCATED WITHIN THE 100 YEAR FLOOD PLAIN. THE WAIVER AND EXCULPATION PROVIDED ABOVE SHALL BE BINDING ON ALL SUCCESSORS AND ASSIGNS OF LESSEE AND ALL OPERATORS OF THE PREMISES.

IV.
REPAIRS AND MAINTENANCE

4.01 LESSEE'S OBLIGATION FOR REPAIRS AND MAINTENANCE.
Lessee will, throughout the term of this Lease, at its own expense and risk, maintain the Premises and all improvements on the Premises in good order, appearance, and condition, including, but not limited to, making all repairs and replacements necessary to keep the Premises and improvements in that condition. Specifically, Lessee, at its expense, shall maintain and keep the Premises, including without limitation, windows, doors, skylights, storefront, interior walls, building roof and exterior walls in good repair. Lessee shall maintain the lawn and shrubbery on the Premises north, south and west of the Post Office Building. The Lessee shall be responsible for ensuring that all fire fighting systems and equipment are regularly inspected and remain in the highest degree of readiness. Lessee shall also comply with all applicable statutes, ordinances and regulations affecting access by persons with disabilities. All maintenance, repairs, and replacements required by this section must be performed promptly when required as determined by either the Lessee or the Lessor. If repairs are requested by the Lessor, such repairs must be made within the time period specified in the notice to repair or maintain sent to the Lessee.

4.02 LESSEE'S FAILURE TO REPAIR OR MAINTAIN.
If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth above, within a reasonable time after notice from Lessor of the need for the repair, replacement, or maintenance, Lessor may enter the Premises and make the repairs or replacements or perform the maintenance or Lessor may have the repairs or replacements made or maintenance performed by another. In either event, Lessor will thereafter inform Lessee of the cost of any such maintenance, repairs, or replacements and Lessee shall reimburse

Lessor for that amount, plus interest as provided in Section 2.03 from the date of Lessor's outlay until paid.

4.03 NO ALTERATIONS, IMPROVEMENTS, OR ADDITION OF FIXTURES WITHOUT CONSENT.

Lessee will not alter or improve the Premises or install or affix any machinery, equipment, appliance, or other fixture without submitting to Lessor detailed plans and designs for such alteration, improvement, or installation and obtaining Lessor's written consent to perform all acts necessary to so alter, improve, or install. When this Lease expires or sooner terminates, all such alterations, additions, improvements, and fixtures made or placed in or on the Premises at Lessee's expense and with Lessor's consent shall belong to Lessor without compensation to Lessee; provided, however, Lessor has the option, exercisable when the Lease expires or sooner terminates, to require Lessee to remove any such addition, improvements, or fixture at Lessee's cost and to restore the Premises to the same or better conditions it was in prior to any such addition, improvement or fixture.

4.04 MURAL.

Lessee understands and agrees that the mural entitled "Texas Progress" by artist Barse Miller is the property of the U.S. Postal Service and that Lessee shall be responsible for its care, maintenance and protection during the Term of this Lease. Maintenance of the mural shall include, but not be limited to, cleaning as necessary. The National Collection of Fine Arts, Smithsonian Institution, may be contacted for advice and assistance by authority of an agreement between the U.S. Postal Service and the Smithsonian Institution dated October 10, 1975. The mural shall not be removed without the prior written consent from the Lessor and the U.S. Postal Service. Nothing herein shall be construed as a guarantee that the Mural will remain, for the US. Postal Service has loaned the mural to the Lessor for an indefinite period of time pursuant to the agreement, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

4.05 SURRENDER OF PREMISES.

The Lessee shall surrender the Premises to the Lessor at the end of the Term in the same or better condition as when it took possession under this Lease, allowing for reasonable wear and tear as determined by the Lessor.

V.
DEFAULT AND TERMINATION

5.01 ACTS OR OMISSIONS CONSTITUTING DEFAULT; GRACE PERIOD.

The following events shall be deemed to be events of default by Lessee under this Lease:

i. Lessee's failure to make any required payment when due and when that failure continues for a period of ten (10) days after written notice of the failure is given by Lessor to Lessee.

ii. Lessee's failure to perform or comply with any other term, provision, covenant, or other obligation imposed by this Lease or implied in law and fails to cure or remedy that failure within fifteen (15) days after written notice of the failure is given by Lessor to Lessee.

5.02 LESSOR'S REMEDIES FOR DEFAULT.

In the event of default by Lessee as set out in the preceding section, Lessor shall have the option to pursue any one or more of the remedies provided in this Lease or afforded Lessor by law, without further notice or demand and without prejudice to any other remedy:

i. Lessor may enter into and upon the Premises and retake possession, by legal proceedings or otherwise, expel Lessee and anyone claiming through or under Lessee, remove Lessee's or a claimant's goods and effects, forcibly, if necessary, and store the goods in the name and at the expense of Lessee.

ii. After retaking possession as set out above, or upon abandonment of the Premises by Lessee, Lessor may at Lessor's option relet the Premises or any part of the Premises, in the name of Lessor or otherwise, for a term or terms that may be less than or exceed the period that would otherwise constitute the balance of the term of this Lease. The Lessee shall be liable to the Lessor for the value of the services which should have been performed along other charges due under this Lease for the balance of its term. Nothing contained herein shall, however, require Lessor to relet or otherwise mitigate its damages.

5.03 NO WAIVER.

Failure of Lessor to declare any default upon its occurrence as provided in this article defining default, or delay action in connection with a matter that may constitute a default, shall not waive the default or breach. Rather, Lessor shall have the right to declare a default as a result of a breach or failure to perform on Lessee's part at any time and take such action in response as may be lawful or authorized under this lease. Moreover, Lessor's conduct with regard to a lapse, breach, or default by Lessee at one time or in one respect shall not be construed as a waiver of any subsequent or other lapse, breach, or default of any term, condition or covenant of this lease.

VI.
RELEASE; INSURANCE; INDEMNIFICATION

6.01 RELEASE.

By this Agreement, the Lessor 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. The Lessee releases, relinquishes, and discharges the Lessor, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any death, damage or loss to persons or property (whether to third

persons, the Lessee, or employees of either of the parties) sustained in connection with or incidental to this Lease, even if the injury, death or damage or loss is caused by the Lessor's sole or concurrent negligence and/or the Lessor's strict products liability or strict statutory liability. This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with this Lease whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

6.02 INSURANCE.

6.02.01 GENERAL.

Throughout the term of this Agreement, the Lessee at its own expense shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the Lessee's operations and/or performance of the work under this Agreement, whether such operations and/or performance be by the Lessee, its agents, representatives, volunteers, employees or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Lessee's insurance coverage shall be primary insurance with respect to the Lessor and his volunteers and agents. Any insurance or self-insurance maintained by the Lessor, its officials, employees or volunteers shall be considered in excess of the Lessee's insurance and shall not contribute to it.

6.02.02 COVERAGES AND MINIMUM LIMITS.

The following is the insurance required under this Lease along with its minimum coverage amounts required in this Lease:

Commercial General Liability Policy

- General aggregate of $1,000,000
- Owners' and Contractors' Protective Liability of $500,000
- Products and Completed Operations of $1,000,000
- Personal and Advertising Injury of $1,000,000
- Minimum of $500,000 per occurrence
- Coverage shall be at least as broad as ISO CG 00 01 10 93.
- No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

6.02.03 CERTIFICATES OF INSURANCE FILED.

Prior to or upon the execution of this Agreement and before commencing any of the work, Lessee shall file with the LESSOR valid a Certificate of Insurance and endorsements acceptable to the Lessor. Such certificate shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the Lessor via certified mail, return receipt requested. Prior to the end of each coverage period during the Term of this Lease, new Certificates of Insurance must be filed with the Lessor evidencing continuation of coverage.

6.02.04 ADDITIONAL REQUIREMENTS.

6.02.04.01 General Liability insurance shall be written by a carrier with an A.M. Best Rating of A or higher in accordance with the current Best Key Rating Guide.

6.02.04.02 Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.

6.02.04.03 Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.

6.02.04.04 Claims-made policies will not be accepted.

6.02.04.05 The Lessor, its officials, employees and volunteers, are to be added as "Additional Insureds" to all liability policies. The coverage shall contain no special limitation on the scope of protection afforded to the Lessor, its officials, employees or volunteers.

6.02.04.06 Upon request, certified copies of the insurance policy and/or certificate of insurance shall be furnished to the Lessor at no cost to the Lessor.

6.02.04.08 A certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

1. All endorsements and insurance coverages according to requirements and instructions contained herein.

2. The form of the notice of cancellation, termination or change in coverage provisions to the Lessor.

3. Original endorsements affecting coverage required by this Section 6.02 shall be furnished with the certificates of insurance.

4. Upon request of and without cost to the Lessor, insurance policies shall be furnished to Lessor.

5. Upon request of and without cost to the Lessor, loss runs (claims listing) of the insurance coverage shall be furnished to Lessor.

6.02.04.09 The amounts of all required insurance shall be reviewed by the Lessor on the fifth (5^{th}) anniversary date of this Lease and each fifth (5^{th}) year thereafter and shall be increased, if necessary, so that the amount of such coverage is at all times generally equal to the limits described herein measured in year 2004 dollars.

6.03 INDEMNIFICATION.

6.03.01 LESSEE'S INDEMNIFICATION.

THE LESSEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, THE LESSOR, ITS OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 6.03 AND ALL SECTIONS HEREUNDER COLLECTIVELY REFERRED TO AS "LESSOR"), 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 ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT,

WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE LESSEE OR THE JOINT NEGLIGENCE OF THE LESSOR AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE LESSEE AND THE LESSOR, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE LESSEE TO INDEMNIFY, PROTECT AND DEFEND THE LESSOR FROM THE CONSEQUENCES OF THE LESSOR'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE LESSEE'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE LESSOR FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE LESSOR, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE LESSOR FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE LESSOR, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

6.03.02 DEFENSE.
IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE LESSOR BY REASON OF ANY OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS LEASE, THE LESSEE FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE LESSOR.

6.03.03 SURVIVAL.
The indemnities provided for herein, including, but not limited to, those elsewhere in this Lease, will survive the expiration or termination of this Lease.

VII.
MISCELLANEOUS

7.01 PARKING.
Lessee shall have the exclusive use of ten parking spaces along the west and south portion of the parking lot in the rear of the Premises. Said parking spaces may be marked by the Lessee.

7.02 INDEPENDENT CONTRACTOR.
Lessee shall perform its obligations under this Lease as an independent contractor and not as an employee of the Lessor.

7.03 FORCE MAJEURE.

7.03.01 GENERAL.
Timely performance by both parties is essential to this Lease. However, neither party is liable for reasonable delay in performing its obligations under this Lease to the extent the delay is caused by Force Majeure that directly impacts the Lessor or Lessee. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Lease.

7.03.02 APPLICABILITY.
This relief is not applicable unless the affected party does the following:

1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

2. provides the other party with prompt written notice of the cause and its anticipated effect.

7.03.03 PROCESS.

7.03.03.01 The Lessor will review claims that a Force Majeure that directly impacts the Lessor or Lessee has occurred and render a written decision within fourteen (14) days. The decision of the Lessor is final.

7.03.03.02 The Lessor may perform contract functions itself or contracts them out during periods of Force Majeure. Such performance is not a default or breach of this Lease by the Lessor.

7.03.03.03 If the Force Majeure continues for more than ten (10) days from the date performance is affected, the Lessor may terminate this Lease by giving seven (7) days' written notice to Lessee. This termination is not a default or breach of this Lease. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO THE FORCE MAJEURE.

7.04 SEVERABILITY.
If any part of this Lease is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

7.05 ENTIRE AGREEMENT.
This Lease merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Lease.

7.06 WRITTEN AMENDMENT.
Unless otherwise specified elsewhere in this Lease, this Lease may be amended only by written instrument executed on behalf of the Lessor (by authority of an ordinance adopted by the Lessor's Council) and Lessee. The Lessor is only authorized to perform the functions specifically delegated to it in this Lease.

7.07 APPLICABLE LAWS.

This Lease is interpreted with and subject to the laws of the State of Texas, the Lessor Charter and ordinances, the laws of the federal government of the United States and all rules and regulations of any regulatory body or officer having jurisdiction.

7.08 VENUE.

Venue for any litigation relating to this Lease is Baytown, Harris County, Texas.

7.09 COMPLIANCE WITH LAWS.

Lessee shall comply with applicable state and federal laws and regulations and the Lessor's Charter and the Code of Ordinances.

7.10 NOTICES.

All notices required to be given hereunder shall be given in writing either by telecopier, overnight, or facsimile transmission, certified or registered mail at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

LESSEE

The Bay Area Heritage Society of Baytown, Texas
Attn: Ms. Wanda S. Mitchell
220 W. Defee Street
Baytown, TX 77520

LESSOR

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

7.11 CAPTIONS.

Captions contained in this Lease are for reference only, and therefore, have no effect in construing this Lease. The captions are not restrictive of the subject matter of any section in this Lease.

7.12 NON-WAIVER.

7.11.01 PERFORMANCE.

If either party fails to require the other party to perform a term of this Lease, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Lease. An approval by

the Lessor or by any other employee or agent of the Lessor or any part of the Lessee's performance does not waive compliance with this Lease or establish as standard of performance other than that required by this Lease and by law. The Lessor is not authorized to vary the terms of this Lease.

7.11.02 SOVEREIGN IMMUNITY.

Nothing contained in this Lease shall be deemed to limit or waive the sovereign immunity of the Lessor.

7.13 AUDITS.

Lessor has the right to perform, or have performed audits of the Lessee's books and records, related to this Lease. Lessee shall keep its books and records available for this purpose for at least three years after this Lease terminates. This provision does not affect the applicable statute of limitations. Inspections may be performed

7.14 INSPECTIONS.

Lessor has the right to perform, or have performed inspections of the Premises at any time. Additionally, Lessor, may make additions or alterations to any part of the Premises and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to Lessee and without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises of loss of occupation thereof. Lessee will provide Lessor with access to the Premises. Such access may be provided by tendering the Lessor with the names, addresses and telephone numbers of persons possessing a key to the Premise and available to respond to Lessor's request for entry.

7.15 ENFORCEMENT.

The Lessor may enforce all legal rights and obligations under this Lease without further authorization. Lessee shall provide to the Lessor all documents and records that the Lessor requests to assist in determining Lessee's compliance with this Lease, with the exception of those documents made confidential by federal or state law or regulation.

7.16 AMBIGUITIES.

If any term of this Lease is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

7.17 SURVIVAL.

Lessee shall remain obligated to the Lessor under all clauses of this Lease that expressly or by their nature extend beyond the expiration or termination of this Lease, including, but not limited to, the indemnity provisions.

7.18 PARTIES IN INTEREST.

This Lease does not bestow any rights upon any third party, but binds and benefits the Lessor and Lessee only.

7.19 SUCCEESSORS AND ASSIGNS.
This Lease binds and benefits the Parties and their legal successors, permitees and assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Lease does not create any personal liability on the part of any officer or agent of the Lessor.

7.20 ASSIGMENTS.
Lessee shall not assign this Lease without the Lessor's prior written consent. Lessee shall not delegate any portion of any of its performance under this Lease without the Lessor's prior written consent.

7.21 REMEDIES CUMULATIVE.
Unless otherwise specified elsewhere in this Lease, the rights and remedies contained in this Lease are not exclusive but are cumulative of all rights and remedies, which exist now or in the future. Neither party may terminate its duties under this Lease except in accordance with its provisions.

7.22 GENDER AND NUMBER.
Words of any gender used in this Lease 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.

7.23 AUTHORITY TO ENTER CONTRACT.
Each party has the full power and authority to enter into and perform this Lease, and the person signing this Lease on behalf of each party has been properly authorized and empowered to enter into this Lease. The persons executing this Lease hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.

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

7.25 MULTIPLE ORIGINALS.
It is understood and agreed that this Lease may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the

same Lease on the 23rd day of January, 2004, the date of execution by the City Manager of the City of Baytown.

THE BAY AREA HERITAGE SOCIETY OF BAYTOWN, TEXAS

Ramona Hill
(Signature)

RAMONA HILL
(Printed Name)

PRESIDENT
(Title)

CITY OF BAYTOWN

GARY JACKSON, City Manager

ATTEST:

GARY W. SMITH, City Clerk

APPROVED AS TO FORM:

IGNACIO RAMIREZ, SR., City Attorney

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me on this day personally appeared Ramona Hill, in his/her capacity as President of Bay Area Heritage Society of Baytown, Texas, on behalf of such non-profit corporation,

✓ 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)

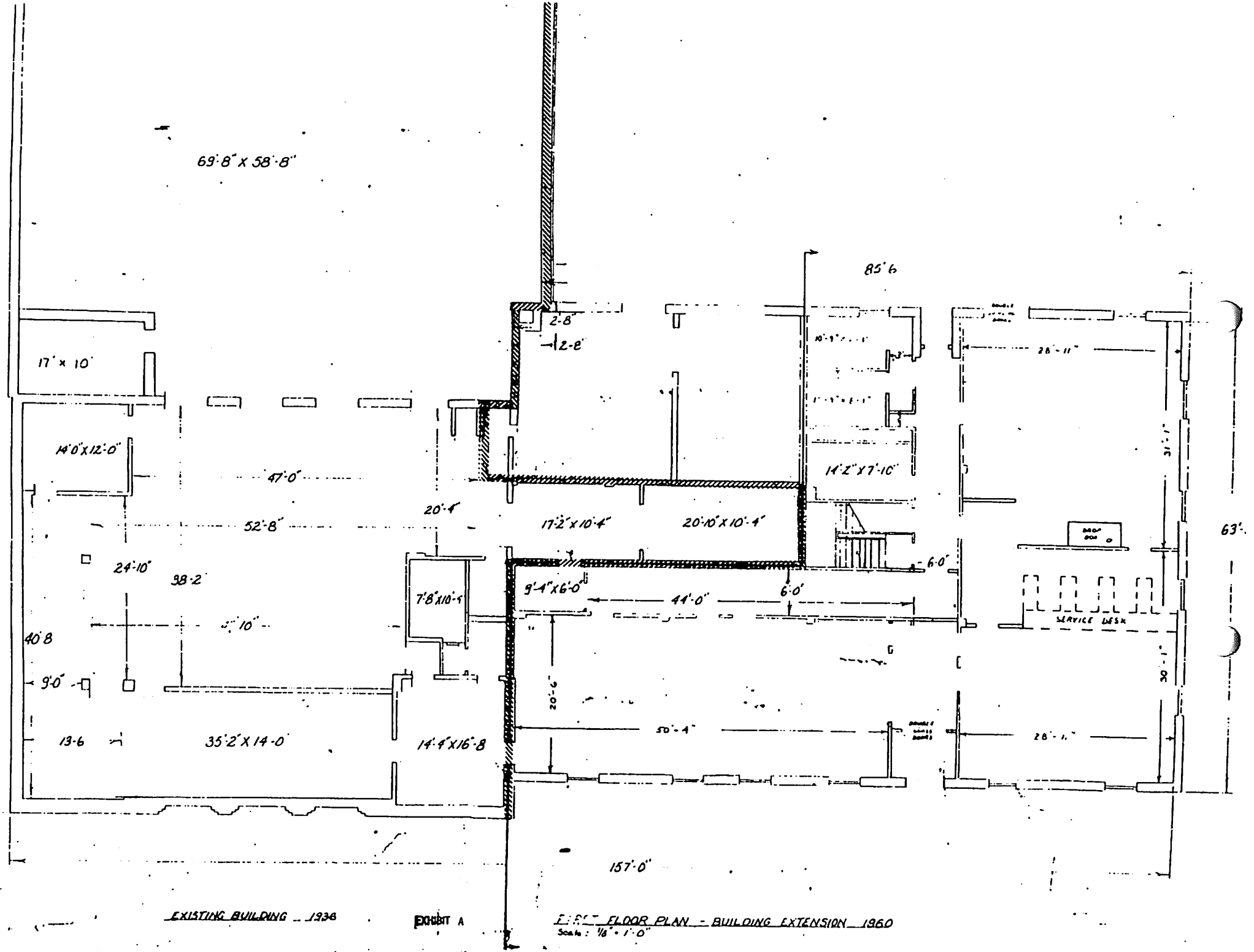
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31st day of January, 2003/4 ak

Angela Marie Fehring
Notary Public in and for the State of Texas

ANGELA MARIE FEHRING
Notary Public, State of Texas
My Commission Expires
January 31, 2007

My commission expires: 1/31/07



EXISTING BUILDING - 1938

EXHIBIT A

FIRST FLOOR PLAN - BUILDING EXTENSION 1960

Scale: 1/8" = 1'-0"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
JAN 9 04

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
HARRIS COUNTY INSURANCE CENTER 608 ROLLINGBROOK DRIVE PO BOX 1219 BAYTOWN TX 77521 PHONE: 281-427-8511 FAX: 281-422-0554 Agency Lic#: 3664	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: American States Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
INSURED BAY AREA HERITAGE SOCIETY 220 W. DEFEE ST. BAYTOWN TX 77520	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	C4CC1411325	OCT 11 03	OCT 11 04	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED. EXP (Any One Person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	$ 1,000,000 $ 200,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY: EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER:					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CITY OF BAYTOWN, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
CITY OF BAYTOWN ITS OFFICIALS, EMPLOYEES & VOLUNTEERS P. O. BOX 424 BAYTOWN TX 77522 Attention:		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Robert J. Kallus

ACORD 25 (2001/08) Certificate # 51638

ACORD™ **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YY): JAN 9 04

THIS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER | PHONE 281-427-6511

HARRIS COUNTY INSURANCE CENTER
608 ROLLINGBROOK DRIVE
PO BOX 1219
BAYTOWN TX 77521
PHONE: 281-427-6511
FAX: 281-422-0554

CODE: | SUB CODE:

AGENCY CUSTOMER ID. 20025

INSURED
BAY AREA HERITAGE SOCIETY
220 W. DEFEE ST.
BAYTOWN TX 77520

COMPANY
American States Insurance Company
P.O. Box 833960
Richardson Tx 75083-3960

LOAN NUMBER | POLICY NUMBER: 04CC1411325

EFFECTIVE DATE: OCT 11 03 | EXPIRATION DATE: OCT 11 04 | [ ] CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED

PROPERTY INFORMATION

LOCATION/DESCRIPTION

220 W DEFEE BAYTOWN TX 77520

5200C NORTH MAIN BAYTOWN TX 77520

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDING		
BUILDING	45600	250
	45600	250

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

CITY OF BAYTOWN
P. O. BOX 424
BAYTOWN, TEXAS 77521

[ ] MORTGAGEE
[ ] LOSS PAYEE
[X] ADDITIONAL INSURED
[ ]

LOAN #

AUTHORIZED REPRESENTATIVE

Robert J. Kallus

ACORD 27-S53 Certificate #: 51843

ACORD CORPORATION 1993

CITY COUNCIL MEETING 6. c.

Meeting Date: 05/28/2026
Subject: Maintenance agreement with KFT Fire Trainer, LLC for fire training props for FY 2026
Prepared for: Kenneth Dobson, Fire **Prepared by:** Margaret Vargas, Fire
Department: Fire

Information

ITEM

Consider an ordinance authorizing a professional service agreement with KFT Fire Trainer, LLC for preventative and corrective maintenance on certain fire training props at the Baytown Fire Training Field for Fiscal Year 2026.

PREFACE

This proposed ordinance authorizes payment in the amount of $13,562.00 to KFT Fire Trainer, LLC for a one-year agreement in accordance with the attached Maintenance Contract Proposal. KFT Fire Trainer, LLC will provide preventative and corrective maintenance services for equipment/props supplied and installed by KFT within the two-story burn building at the Baytown Fire Training Field. This agreement allows for two on-site preventative maintenance visits and additional unplanned corrective maintenance as needed for the contract period of May 1, 2026 through April 30, 2027.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10002024-53005
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$13,562.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance to Authorize KFT Fire Trainer Contract.vh
KFT Fire Trainer, LLC Maint Contract 2026 - Signed
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE CONTRACT WITH KFT FIRE TRAINING, LLC, FOR PREVENTATIVE MAINTENANCE ON CERTAIN FIRE TRAINING PROPS AT THE BAYTOWN FIRE TRAINING FIELD, AUTHORIZING PAYMENT THEREFOR IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND FIVE HUNDRED SIXTY-TWO AND NO/100 ($13,562.00); 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 approves the contract with KFT Fire Training, LLC, for preventative maintenance on certain fire training props at the Baytown Fire Training Field, under terms and conditions in the attached contract in Exhibit "A" which is incorporated by reference as if fully set forth herein.

Section 2: That the City Council of the City of Baytown, Texas, authorizes payment to KFT Fire Training, LLC in an amount not to exceed THIRTEEN THOUSAND FIVE HUNDRED SIXTY-TWO AND NO/100 ($13,562.00), pursuant to the agreement identified in Section 1 hereof.

Section 3: 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 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

KFT Fire Trainer, LLC
5 Pearl **Court**, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
info-us@kft.firetrainer.com

3 December 2025

Baytown Fire Department
7022 Baytown Drive
Baytown, TX 77520

Provider (Please see address change):

KFT Fire Trainer, LLC.
5 Pearl Court, Unit D
Allendale, NJ 07401

KFT is pleased to provide this contract proposal which includes costing options for both preventative maintenance (PM) and preventative/corrective maintenance. KFT's maintenance focus is to augment the operator maintenance currently being performed by your team. Subject to all terms and conditions, the following services are provided:

1. Preventative Maintenance Only. This plan includes up to two (2) scheduled visits per year by a factory-certified technician. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. This does not include unplanned corrective maintenance required due to inoperable or damaged equipment. Corrective maintenance is quoted separately.

2. Preventative/Corrective Maintenance Service. This plan includes up to two (2) preventative maintenance visits per year including unplanned corrective maintenance work to KFT supplied and installed equipment. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. At time of PM, training is available either for new instructors or to refresh the current training team. This plan does not include system upgrades due to obsolete or unsupported hardware and/or software components.

KFT Fire Trainer, LLC
5 Pearl **Court**, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
info-us@kft.firetrainer.com

Service	PM	Preventative/Corrective Maintenance
On-site support - KFT employs a first available tech strategy to arrive, troubleshoot and correct any issues with the trainer subject to parts availability. If parts are required but not available, the tech will return at such time when the parts have arrived on site for installation.	NA	X
Replacement parts, and labor for all repairs (upgrades are not considered repairs)	NA	X
Check the operating performance of all fireplaces and adjust as required. Flame height at all levels and agent detection responses	X	X
Clean and/or replace all filter elements	X	X
Inspect all fans and blowers and lubricate all bearings (Repairs only for KFT installed equipment)	X	X
Inspect all pilot spark igniters and replace as required	X	X
Inspect and clean all pilot spark flame rods, replace as necessary	X	X
Inspect the fuel control station and adjust as required. Confirm sensor settings and adjust as required	X	X
Clean the fuel control station inlet strainer	X	X
Inspect and calibrate all gas detection assemblies	X	X
Inspect and adjust all smoke generators	X	X
Inspect the Programmable Logic Controller battery and replace as required	X	X
Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)	X	X
Clean all equipment cabinets	X	X
Service report provided	X	X
On Call Phone Support - KFT provides return call service by a KFT Technician within 12-24 hours of receiving the customers initial call for assistance.	X	X
Discounted parts from KFT	X	All replacement parts included
Remote access support (must have Ewon)	X	X

KFT Fire Trainer, LLC
5 Pearl **Court**, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
info-us@kft.firetrainer.com

1. KFT Equipment included in contract proposal:

T500 two (2) fireplaces
• Bed fire w/flashover
Car fire

2. Pricing structure:

Plan Choice	**1 year**	**3 year***	**5 year***
PM/Corrective Maintenance	$ 13,562.00	$ 40,686.00	$ 67,810.00

*Customers can save when selecting multi-year plans.

3. Customers must provide agent to trainer equipment during preventative maintenance visits.

4. Additional items that are optional: Smoke Fluid, Span Gas, Annual 1402 inspection.

5. KFT Secure Remote Monitoring Device (EWON): Optional device available to the customer to ease KFT technician assistance during the troubleshooting process. Equipment price is $2,200 and installed during the first preventative maintenance session. (Customer required to provide a permanent hotspot).

6. KFT is not responsible for the following areas:

   a. Tank Farms, Supply Lines and all components not supplied and installed by KFT.
   b. Exhaust ventilation system (unless originally installed by KFT). If originally installed, service only covers fan belts, motors and gear box.
   c. System hardware that has been abused or damaged.
   d. System hardware that has been repaired, modified, or replaced by third parties while under contract with KFT.
   e. Loss of owner's ability to train because of conditions beyond KFT's control.

7. Time and Material pricing structure. Unplanned (Corrective) Support (without coverage) Cost are billed at the following rates:

Labor	$190.00 per hour
Travel time	$140.00 per hour
Parts and materials	List minus 10%
Airfare	Actual cost

KFT Fire Trainer, LLC
5 Pearl **Court**, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
info-us@kft.firetrainer.com

8. Please refer all questions to Valerie Arsen Valerie.arsen@kft.firetrainer.com 201-741-7319.

9. Please sign the signature page of this proposal indicating your plan selection, number of years, planned start date and PO Number.

    a. If you do not supply formal PO documents, KFT can supply an Order Acknowledgement form for your signature.
    b. If you choose to pay by credit card, a fee of 4% will be added to the payment amount.

KFT Fire Trainer, LLC
5 Pearl **Court**, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
info-us@kft.firetrainer.com

Signature Page

Accepted by:

Customer Signature | **Print Name & Title**

Plan Choice: Preventative/Corrective Maintenance **Number of years**: 1

PO #: _____ **Start Date:** 5/1/2026

PO Amount $ $13,562.00

KFT Fire Trainer Signature | Mirza Lane, Executive Director

Print Name&Title

Billing Address:	**Shipping Address:**
7022 Bayway Drive Baytown, TX 77520	7022 Bayway Drive Baytown, TX 77520
Contact: Margaret Vargas	**Contact Email:** Margaret.Vargas@baytown.org FireAcctsPayable@baytown.org
Phone: (281) 691-6712	**Fax:** N/A

KFT Fire Trainer, LLC
5 Pearl Court, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
Fax. 1+201+300+8101
info-us@kft.firetrainer.com

KFT Terms and Conditions-Maintenance Contracts

ARTICLE 1: WORK KFT Fire Trainer shall provide the equipment data, services and/or training listed in accordance with KFT Fire Trainer formal quotation, statement of work and specifications.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost to KFT Fire Trainer, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for KFT Fire Trainer to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for KFT Fire Trainer to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for KFT Fire Trainer personnel including but not limited to:

(a) Buyer will provide us with an overview of the known site hazards prior to work beginning.
(b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of KFT Fire Trainer personnel.
(c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by KFT Fire Trainer personnel is occurring; and
(d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.
(e) Buyer agrees to complete all required maintenance of KFT equipment as specified in the Operation and Maintenance Manual or other documentation provided at time of delivery. Buyer shall maintain accessible records documenting all maintenance performed. .Any improper handling of the equipment provided requiring KFT corrective maintenance may result in KFT invoicing said work; provided KFT has the written consent of the buyer.

ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.
All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:
Buyer To Provide Name and Address In Writing

SELLER:
Contracts Program Manager
KFT Fire Trainer, LLC
5 Pearl Court, Unit D
Allendale, NJ 07401 USA

ARTICLE 4: TIME OF COMPLETION KFT Fire Trainer will deliver the equipment data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME
Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect fault or default of others not under the control of KFT Fire Trainer. The additional time allowed shall be, at a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS The price to be paid by Buyer to KFT Fire Trainer for the performance of the work specified in Article 1 hereof shall be as set forth in KFT Fire Trainer quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on KFT Fire Trainer payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when KFT Fire Trainer begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors The cost of additional mobilizations shall be set forth in KFT Fire Trainer' quotation.
Payments shall be made to KFT Fire Trainer at a frequency as set forth in KFT Fire Trainer quotation pursuant to buyer procurement policies and requirements. Payment with respect to goods ordered is due 30 days following receipt of goods or receipt of invoice, whichever is later.

ARTICLE 7: ENTIRE CONTRACT

(a) These terms and conditions along with KFT Fire Trainer quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.
(b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
(c) No agreement or understanding in any way modifying these terms and conditions will be binding upon KFT Fire Trainer unless made in writing and signed by an authorized employee of Buyer and KFT Fire Trainer.
(d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.
(e) This contract will not auto renew. At the conclusion of the term agreed upon by the buyer and seller, the buyer must sign a new contract. This process shall begin no less than 60 days prior date of expiration of the current contract.

ARTICLE 8: INCREASE IN COST If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the KFT Fire Trainer reserves the right to increase the contract price by 3%.

ARTICLE 9: INSPECTION AND ACCEPTANCE
a) INSPECTION - During the progress of the work and up to the

KFT Fire Trainer, LLC
5 Pearl Court, Unit D Allendale, NJ 07401 USA
Tel. +1 201+300+8100
Fax. 1+201+300+8101
info-us@kft.firetrainer.com

date of equipment acceptance, KFT Fire Trainer shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done.

b) ACCEPTANCE - Within five (5) days of completion of the maintenance services, KFT Fire Trainer shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.

ARTICLE 10: WARRANTY

(a) KFT Fire Trainer warrants to Buyer that any part will be free from defects in materials or workmanship for a period of twelve (12) months (but not longer than its useful life) from the date of part shipment.

(b) Warranty adjustment
   1. If any defect appears within the warranty period, Buyer shall provide KFT Fire Trainer written notice.
   2. Buyer's sole and exclusive remedy shall be for KFT Fire Trainer to repair or furnish a replacement part for any part, which, upon test and examination by KFT Fire Trainer, proves defective within the above warranty.

(c) Exclusions from Warranty
   1. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KFT FIRE TRAINER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KFT FIRE TRAINER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
   2. The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any KFT Fire Trainer' operator's manual.

3. The warranty does not extend or apply to any part of which the part or equipment has been repaired, altered, or disconnected by any party other than KFT Fire Trainer unless under the direction of KFT Fire Trainer.

ARTICLE 11: INSURANCE KFT Fire Trainer shall carry Commercial General Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request. Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism, or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment, due to fire or other perils, after acceptance, however caused.

ARTICLE 12: FORCE MAJEURE: Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief, or act of God.

ARTICLE 13: PROPRIETARY INFORMATION "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from KFT Fire Trainer, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work) required by law unless the Buyer has received KFT Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer, unless otherwise required by law, and shall be provided together with the legend below. The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

Notwithstanding the foregoing, it is expressly understood and agreed that should the Customer receive a request for information that KFT claims is proprietary, the Customer shall notify KFT in writing of the request and KFT shall have the sole responsibility to make arguments to the New Jersey Attorney General (the "AG") why such information should not be disclosed. The parties agree that the City shall be entitled to rely on the decision of the AG without being in default hereof of liable to KFT.

ARTICLE 14: GOVERNING LAWS The laws of the state of New Jersey USA excluding its conflict of laws or provisions, shall govern the terms of this Agreement and all rights and obligations hereunder No conflict of laws or provisions will be applicable. Any disputes arising from this agreement shall venue in the Courts of New Jersey.

ARTICLE 15: ASSIGNMENT: Notwithstanding anything in this agreement KFT Fire Trainer reserves their right to assign the duties under this agreement to an affiliate or subsidiary

ARTICLE 16: EXPORT CONTROL Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by KFT Fire Trainer, shall be deemed a material breach of this Contract.

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Tel. +1 201+300+8100
Fax. 1+201+300+8101
info-us@kft.firetrainer.com

ARTICLE 17: COMPLIANCE WITH LAWS Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

ARTICLE 18: FEDERAL ACQUISITION REGULATIONS The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under $3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

ARTICLE 19: EARLY TERMINATION For each Service Contract terminated by Customer after the Service Commencement Date, but before the end of the then-current Service Term, Customer guarantees to provide 60 day written notice of termination of contract. Customer will compensate KFT for all open invoices and work performed up to the termination date. KFT may choose to discontinue the Service because of a default by Customer. KFT shall likewise provide 60 day written notice to the Customer and shall complete all scheduled work promised up to the date of termination.

ARTICLE 20: PERIOD OF PERFORMANCE KFT Fire Trainer will initiate Technical Support at the buyer/owner's facility following the receipt and subsequent acceptance of a formal maintenance contract or purchase order. All equipment to be included in this agreement shall be listed on this agreement and is subject to inspection by KFT Fire Trainer, prior to commencement date. KFT shall conduct an operability inspection of all the equipment. Any noted deficiencies shall be corrected and billed to the customer at the stated rates for time and material.

Attachment A: Limited Rights Legend

Contract
No. Buyer:
Contractor: KFT Fire Trainer, LLC

Acceptance of the attached or enclosed proprietary information shall indicate your agreement to the following:
Unless required by law or unless the recipient of this Proprietary Information has received KFT Fire Trainer's express written consent to the contrary, the recipient shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (including, without limitation, designing manufacturing or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and {d) not reverse engineer, disassemble, or decompile the Proprietary Information.

All Proprietary Information property of KFT Fire Trainer, LLC

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Maintenance agreement with KFT Fire Trainer, LLC for fire training props at Fire Training Field for FY2026

Company Name: KFT Fire Trainer, LLC

Department: Fire

Date: 05/05/2026 **Council Date:** 05/28/2026

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 — Date: 05/05/2026

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 6. d.

Meeting Date: 05/28/2026

Subject: Consider an ordinance approving an agreement between City of Baytown and Pyro Shows of Texas for fireworks displays during Juneteenth and July 4 celebrations.

Prepared for: Tracey Prothro, Parks and Recreation

Prepared by: Tracey Prothro, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

The proposed ordinance authorizes an agreement between City of Baytown and Pyro Shows of Texas for fireworks displays during the City's Juneteenth and July 4th celebrations.

PREFACE

The proposed ordinance authorizes an agreement between City of Baytown and Pyro Shows of Texas for fireworks displays during the City's Juneteenth and July 4th celebrations.

Professional Fees: Juneteenth Celebration $8,085.00 July 4 Celebration $43,890.00 TOTAL AGREEMENT PRICE $51,975.00

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10005010 54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	51,975.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Pyro Shows TX
Pyro Shows Final Contract

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT WITH PYRO SHOWS OF TEXAS, INC. TO PROVIDE FIREWORKS DISPLAYS FOR THE CITY OF BAYTOWN'S JUNETEENTH AND FOURTH OF JULY CELEBRATIONS IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND, NINE-HUNDRED, SEVENTY-FIVE DOLLARS ($51,975.00); 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 City Manager to execute, and the City Clerk to attest to, a professional services agreement with Pyro Shows of Texas, Inc. fireworks displays for the City of Baytown's Juneteenth and Fourth of July celebrations.

Section 2: That the City Council of the City of Baytown hereby authorizes a payment not to exceed the total of FIFTY-ONE THOUSAND, NINE-HUNDRED, SEVENTY-FIVE DOLLARS ($51,975.00) to Pyro Shows of Texas, Inc. as described in Section 1.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs of FIFTY THOUSAND DOLLARS ($50,000.00) or less.

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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
Scott Lemond, City Attorney

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform Fireworks services for Juneteenth and 4th of July Celebrations at Bicentennial Park and Goose Creek Park (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;

☐ 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;

☐ 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. Exhibit "A" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i. Juneteenth Deposit.....$4042.50
ii. Juneteenth Final Payment.....$4042.50
iii. 4th of July Deposit.....$21945.00
iv. 4th of July Final Payment.....$21945.00

v. $0.00
vi. **Total Not to Exceed**.....**$51975.00**

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
- (b) Postage;
- (c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
- (d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
- (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant's offices outside of Harris or Chambers Counties.

e. Consultant 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. Consultant 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 Consultant's invoice being denied.

f. 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.

3. Personnel of Consultant

a. Consultant's Project Manager

Consultant shall designate Kyle Wooten, 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. Licensed and Registered Fireworks Show Director
Consultant shall keep full-time registered Pyrotechnician licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

a. The Parks, Recreation and Tourism Director or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant 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. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant 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 Consultant 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. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified Pyrotechnician will reflect the professional standards, procedures and performances common in the industry for this project. Consultant 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 contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant 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

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

7. Insurance

Consultant 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 Consultant, its agents, representatives, volunteers, employees or subconsultants.

a. Consultant'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 Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, 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 subconsultants 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 Consultant. Consultant 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

CONSULTANT 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 PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE

INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'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 CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT 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 Contract 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. Consultant 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 Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors and Subconsultants

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

10. Termination of Consultant

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 Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant 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 Consultant 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 Consultant;
(d) the dissolution of Consultant;
(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 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, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant 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, Consultant shall also tender to the City's Representative all of Consultant'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 Consultant 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, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant'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 Consultant

Consultant is 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.

13. Billing

The City shall have thirty (30) days to pay Consultant'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. Consultant 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 Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (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 Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the 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 Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant 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 Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

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

a. the Consultant 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 Consultant 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 Consultant 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 Consultant:

Kyle Wooten
Pyro Shows of Texas
6601 Nine Mile Azle Road
Fort Worth, Texas 76135

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 Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant 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, Consultant consents to be joined in the arbitration proceeding if Consultant'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 Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either 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 Consultant accept and agree to these terms.

22. No Assignment
Consultant 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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

CONSULTANT:

Chad Stanley

(Signature)

Chad Stanley

(Printed Name)

Vice President

(Title)

STATE OF Texas §

§

COUNTY OF Tarrant §

Before me on this day personally appeared Chad Stanley, in his/her capacity as Vice President, on behalf of such [Add Consultant's Legal Name], Pyro Shows of Texas, Inc

☐ known to me;
☐ proved to me on the oath of _____; or
☒ proved to me through his/her current TX State Drivers License {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 14th day of May, 2026.

KAYLI WEATHERBY
My Notary ID # 134678428
Expires December 12, 2027

Kayli Weatherby
Notary Public in and for the State of Texas

Exhibit A

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **112** dated **Mar 9, 2026.** The Show(s) will be given on **June 13, 2026.** Rain date/postponement date: **June 14 2026**

I.a. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **26 TX 07-04-Custom-41800-000111** dated **Mar 9, 2026.** The Show(s) will be given on **July 4, 2026.** Rain date/postponement date: **July 5 2026**

III. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the documented actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion. Should Customer cancel the Show for any reason other than for weather as described above, fires, riots, labor disputes, war, terrorism, acts of god, epidemics, and/or other circumstances or events outside the reasonable control or responsibility of Customer, Customer shall remit the documented actual additional expenses incurred by PYRO SHOWS up to the date of cancellation.

IV. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

V. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.

VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and
conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. PERMITS AND LICENSES: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise.

XI. ADVERTISEMENT AND PROMOTIONS: when promoting fireworks performed by PYRO SHOWS, Customer may name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.

CITY COUNCIL MEETING 6. e.

Meeting Date: 05/28/2026

Subject: Jenkins Park Facility Use and Lease Agreement between City of Baytown and Baytown Baseball, LLC

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 Jenkins Park Facility Use and Lease Agreement between the City of Baytown, Texas and Baytown Baseball, LLC to bring the Baytown Bulkheads Collegiate Summer Baseball League to Baytown.

PREFACE

Baytown Baseball, LLC (Players League, LLC) ("Association") requests to lease City Colt Baseball Fields at Jenkins Park and facilities located therein in order to host the Baytown Bulkheads collegiate baseball games during the summer of 2026. The association agrees to pay City of Baytown $10,000.00 per season for lease of the facilities. The association shall maintain the infields from June 1st to August 31st of each year of the agreement.

Fiscal Impact

Fiscal Year: 2026

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N: N

Amount Needed:

Fiscal Impact (Additional Information):

Fiscal impact is a $10K revenue paid to the City.

Attachments

Ordinance Authorizing Jenkins Park Lease Agreement with Baytown Baseball
Exhibit A--Lease Agreement
Insurance

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 JENKINS PARK FACILITY USE AND LEASE AGREEMENT WITH BAYTOWN BASEBALL, LLC; 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 and directs the City Manager to execute and the City Clerk to attest to the Jenkins Park Facility Use and Lease Agreement with Baytown Baseball, LLC. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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JENKINS PARK FACILITY USE AND LEASE AGREEMENT
BETWEEN THE CITY OF BAYTOWN, TEXAS AND BAYTOWN BASEBALL, LLC

This Facility Lease and User Agreement ("Agreement") is made by and between the **City of Baytown**, a Texas home-rule municipal corporation ("City") and **Baytown Baseball, LLC**, a Texas Association ("Association"), collectively referred to as "Parties." The Effective Date of this agreement shall be the date of the last signature below.

RECITALS

WHEREAS, the City owns Jenkins Park, located at 4334 Crosby Cedar Bayou Road Baytown, Texas in the City of Baytown, Texas; and

WHEREAS, the City desires that the baseball fields at Jenkins Park be put to the best use in order to benefit the citizens of Baytown, Texas; and

WHEREAS, the Association is a Collegiate summer baseball league; and

WHEREAS, the Association desires to lease from City Colt Baseball Fields at Jenkins Park and use of the facilities located therein; and

WHEREAS, City determines that it is in the best interest of its citizens and patrons of Jenkins Park to enter into this Agreement to set forth the terms and conditions for use of Jenkins Park; and

NOW, THEREFORE, for the reasons stated in the Recitals and in consideration of the mutual covenants herein, City and Association agree as follows:

ARTICLE I.

LEASED PREMISES

1.1 City leases to Association the use of Colt Field at Jenkins Park, property located at 4334 Crosby Cedar Bayou Road Baytown, Texas, together with all improvements and fixtures, including but not limited to the grounds, dugouts, outbuildings, maintenance sheds, bleachers, reasonable parking and concession stand, as more particularly described in the attached **Exhibit "A"** ("Leased Premises") for the term and use as set forth herein.

1.2 Association leases and accepts the Leased Premises in their current condition as they now exist and agrees to surrender the Leased Premises at the end of the term of this Agreement clean and free of trash and in the same condition and free of all claims, allowing for reasonable wear and tear.

1.3 Association acknowledges and agrees that neither City nor any affiliate or related party of City makes or has made any warranty or representation, express or implied, and City hereby disclaims and Association waives any warranty or

representation, express or implied, concerning the physical condition of the Leased Premises or the suitability of Leased Premises or fitness for a particular purpose as to any uses or activities that Association may make thereof or conduct thereon at any time during the Term. Association's acceptance of Leased Premises will be strictly on an "AS IS, WHERE IS" basis.

ARTICLE II.

TERM AND TERMINATION

2.1 Term. The term of this Agreement shall be for three (3) years ("Term"). The Term begins on June 1, 2026 ("Effective Date") and ends on August 31, 2029, unless terminated sooner as provided in this Agreement. During each year of the Term, the lease shall be active and grant Association the rights set forth herein solely from June 1st through August 31st (each such period, a "Lease Period").

2.2 Renewal Periods.

(a) Association shall have the option to extend the Agreement for two (2) consecutive additional periods of one (1) year each (each option is referred to as "Renewal Option" and each such period is referred to as "Renewal Option Period"), as mutual agreed in writing between the Parties. Each Renewal Option Period shall commence at 12:00 a.m. on the day immediately following the expiration of the Term or previous Renewal Option Period, as applicable. In no event shall a Renewal Option Period extend the Agreement beyond five (5) years from Commencement Date.

(b) Association's ability to exercise each Renewal Option shall be subject to Association delivering to City a written request to discuss the terms and conditions of the Agreement for the upcoming Renewal Option Period on or before ninety (90) days prior to the expiration of the Term or sixty (60) days prior to the expiration of previous Renewal Option Period. After the exercise of a Renewal Option, City and Association shall enter into good faith negotiations to determine terms for the Renewal Option Period. In the event that Association does not timely provide notice of its request to exercise a Renewal Option, or in the event that Association provides such notice, but the Parties fail to agree upon the terms of a renewal on or before the then current Term or Renewal Option Period expiration date, as applicable, then City shall be free to negotiate with, make offers to, entertain offers from, have discussions and communications with and enter into any agreement with any individual, entity, or organization regarding Leased Premises. In the event that Association is in default under the provisions of the Agreement, then Association shall not be entitled to exercise its Renewal Option.

2.3 Holdover. If Association holds over and continues in possession of Leased Premises after the Term expires, other than as provided in Section 2.2, Association will be considered to

be occupying the Leased Premises as a tenant at sufferance and will be subject to, at City's option, immediate eviction and removal. Association will be subject to all the conditions, provisions, and obligations of this Agreement insofar as the conditions, provisions, and obligations are applicable to a month-to-month tenancy.

2.4 Termination. In addition to any other remedies that may be specified herein, Association's failure to comply with this Agreement is grounds for termination of this Agreement by City if Association continues not to comply with the Agreement after City provides written notice to Association of the breach and a reasonable opportunity to cure.

ARTICLE III.

RENT AND PAYMENT OBLIGATIONS

3.1 Rent. In consideration of the use and occupancy of Leased Premises by Association, beginning on Effective Date and during each year of the Term thereafter, Association shall pay City TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) per Lease Period ("Rent").

3.2 Payment of Rent. Rent shall be due and payable annually in advance on January 1st without notice, demand, set off, or counterclaim. However, during the first year of the term, the initial rent payment shall be due upon execution of this lease agreement and prior to any use of the Lease Premises by the Association.

3.3 Deposit. In addition to Rent, the Association shall pay the City a deposit of **ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($1,600.00)** annually. Such deposit shall cover annual incidentals incurred by the City if the Association does not properly maintain the fields and surrounding areas as determined in the sole discretion of the Director of the Parks, Recreation and Tourism Department. The City shall draw down the deposit for maintenance issues at the field that the City undertakes as a result of the Association's failure to do so. Such maintenance issues, which may be performed by the City and for which the City may draw on the Association's deposit, include, but are not limited to, the following:

1. Pre-season field preparation of infield, which shall include, but not be limited to, removing grass from the infield, cleaning dugouts;
2. Addition of infield dirt (upon the prior approval by the Director);
3. Watering infield;
4. Dragging infield;
5. Marking field on game days and practices if necessary;
6. Filling holes around bases prior to play;
7. Working field on / after rain days to make playable (Only designated members of the Association may operate heavy machinery such as a dragger);
8. Cleaning all concession stand(s) and restrooms;
9. Picking up trash at the fields, including, but not limited to, the spectator

areas and parking lots; and

10. Emptying the trash cans immediately following an event.

The City shall notify the Association in writing if it draws down its deposit, and the Association shall be required within thirty (30) days of such notice to remit payment to the City equal to the amount drawn by the City for maintenance issues. Should the deposit be insufficient to cover the work performed by the City for maintenance issues, the Association understands and agrees that it must reimburse the City for such expenses within thirty (30) days of receipt of an invoice therefor. If such payment is not timely paid, the Association forfeits its right to use the fields, and the City shall have first priority use thereof. If an invoice is not timely paid, the amount due and owing will accrue interest pursuant to Section 2251.025 of the Texas Government Code. Within thirty (30) days of the expiration or termination of this Contract, any deposit held by the City shall be refunded to the Association unless the Association directs otherwise. Nothing contained in this Item shall be construed to relieve the Association of its obligation to maintain the fields. Failure to maintain the fields and the surrounding area is an event of default for which the CITY may terminate this Contract.

3.4 Additional Expenses. Association shall be responsible for any and all reasonable expenses incurred by City in support of or as a result of the Association's lease and use of the Leased Property ("Additional Expenses") provided Association has been notified in writing in advance of an estimate of the Additional Expenses. Association shall remit payment for all Additional Expenses within thirty (30) days of receipt of an invoice from City.

3.5 Food and Beverage Sales. Subject to section 4.3 of this Agreement, Association shall have the exclusive right to control all food sales at the Leased Property during Association games and events, and shall have the ability to utilize concession facilities therein. All proceeds from concession sales will be used for the operation of the Association.

3.6 Souvenir and Merchandise Sales. Subject to Section 4.5 of this Agreement, Association shall the right to sale souvenirs and merchandise at the Leased Property during Association games and events. All proceeds from such sales will be used for the operation of the Association.

3.7 Utilities. City shall pay the cost for all utilities consumed or provided to Leased Premises, including water, gas, heat, light, power, sewer, and trash collection. The Parties shall use reasonable efforts to avoid waste in the use of utilities.

3.8 Gate Revenue. Association shall have the exclusive right to all gate receipts, and other revenue generated as a result of any Activity, as Activity is defined in Section 4.1 below, unless otherwise agreed to by the Parties.

3.9 No City Obligations. Except for costs that City has specifically agreed to pay pursuant to the express terms of this Agreement, City shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Agreement.

ARTICLE IV.

USE OF LEASED PROPERTY (USER AGREEMENT)

4.1 Permitted Uses. This Agreement permits Association the non-exclusive, but priority, right to use the Leased Property for any and all activities (each an "Activity") during each Lease Period; provided, however, that Association shall have the ability to play at least twenty (20) regular season games during the Term. City will make all reasonable efforts to accommodate playoff games if Association's team qualifies for playoffs. Activities other than regular season games, playoff games, associated practices, or other baseball related events, require written approval by the City thirty (30) days in advance of such Activity.

Association shall be responsible, at its sole expense, for all costs associated with conducting each Activity at and upon the Leased Property. Association shall coordinate with City on use of the Leased Property by City should City wish to hold an Activity on the Leased Property during the Lease Period.

4.2 Schedule. The Association shall provide to City a schedule indicating the dates and times when the Leased Premises will be used for each game, each practice, and each tournament, or other baseball related event for the upcoming season ('the Schedule"). The schedule shall be provided to the City no later than three (3) weeks prior to the first scheduled game for each season of the term of this Agreement. Association's permitted uses of the Leased Premises shall be limited to those times set forth in the schedule. Aside from those times detailed in the schedule, the City, as the owner of Leased Premises, shall have the exclusive right to use the Leased Premises during times when the Association has no user rights thereto.

4.3 Concessions. Association shall have the exclusive right to sell food and beverage concessions at the Leased Property during Association's games and events, and shall have the ability to utilize concession facilities therein. If there is another tenant that uses the concession stand on other days, Association, City, and such will make all reasonable efforts to section off inventory so there is no confusion.

Prior to the sale of any food, beverage, or other item to be sold by the Association, the Parks, Recreation and Tourism Department of the City of Baytown must approve in writing such food and beverage items.

All concession stands must comply with the City's Health Department standards and state law, including obtaining proper permits, proper equipment, and all other related inspection materials.

4.4 Consumption of Alcohol on Leased Property. Prior to any sales of alcoholic beverages on the premises, the Association must meet all required Texas Alcoholic Beverage Commission ("TABC"), City of Baytown, and Director licenses, permits, and policies to be the sole seller of alcohol on the premises, third party alcohol sales are prohibited. The City shall take reasonable steps to assist Association in obtaining all necessary permits for the sale and consumption of beer and wine on the Leased Property by invitees and licensees of Association, provided such sale and consumption is contained to the Leased Property. Association shall be responsible for following all state and local laws and assumes all responsibility for obtaining permits and any associated liability.

4.5 Souvenir and Merchandise Sales. Association shall have the right, subject to the terms and conditions of this lease, to sell souvenirs, apparel, memorabilia merchandise, and related retail items (collectively "Merchandise") during Association games and events. All Merchandise shall be of professional quality and Association shall comply with all applicable federal, state and local laws, ordinances, regulations, licensing requirements, tax obligations and health and safety standards relating to the sale of Merchandise.

Merchandise sales shall be conducted solely within the Leased Premises at locations designated in attached Exhibit A and shall not obstruct or block entrances, exits, or common areas. No signage or displays shall be installed without City's prior written approval.

4.6 Promotion and Marketing

(a) Advertising and Signage. Association shall have the right to and at its sole expense, create, install, and maintain signs and other advertising at Leased Premises that (i) do not materially or adversely affect structure or design integrity where installed, (ii) comply with all applicable laws and regulations, and (iii) are not expressly prohibited by applicable laws, ordinances, rules, or regulations. City shall have the right to approve the content, size and location of all advertising and signs located on the baseball fields and elsewhere on Leased Premises, which approval shall not be unreasonably withheld.

Any existing advertisements on the Leased Property prior to a Lease Period must be removed by the City prior to the start of such Lease Period, and may be reinstalled by City after Association removes its signage at the end of such Lease Period. Advertising shall not include the name of another political subdivision or governmental authority.

All signage on the ball field fences must be banners no larger than 4' in height x 8' in width and may not be erected or constructed to heights exceeding 6' above the ground

level. No other signs shall be allowed. Any signs erected in accordance with this section must be intended to be viewed only by those persons on the premises to view a ballgame and must not be legibly visible to persons other than those located on the premises to view a game. No signs facing away from the field which the fence surrounds may be erected. Any signs that show wear and tear, as determined in the sole discretion of the Director of Parks and Recreation, must be taken down by the Association and removed from the City's property.

Association understands and agrees that it will be responsible for promptly removing any and all signage in the event of an impending emergency weather event, as determined by the Director of the Parks, Recreation and Tourism Department.

(b) Logos and Marks. Association shall not use the logos, marks, or names of the City for any purpose without the prior written approval of the City.

4.7 Use of Additional Equipment and Facilities. Association shall have the right to use the pressbox, batting cage area, and any field equipment including but limited to rakes, mats, batting turtle, screens, and platforms.

4.8 Prohibited Uses. Association shall use Leased Premises only for the Permitted Uses or as may be otherwise mutually agreed in writing with City. Association shall not (collectively, "Prohibited Uses"):

(a) Create, cause, maintain, or permit any public or private nuisance in, on, or about the Leased Premises;

(b) Use or allow the Leased Premises to be used for the sale or display of any pornographic material or material that is obscene under standards set forth in applicable laws;

(c) Use or allow Leased Premises to be used for the sale of paraphernalia or other apparatus that is used primarily in connection with illicit substances;

(d) Use or allow Leased Premises to be used for any purpose that violates any applicable state or federal laws, or ordinances, policies and procedures, rules or regulations of the City of Baytown;

(e) Use or allow tobacco products to be used on the field, in the dugouts or on the Leased Premises;

(f) Use or allow glass bottles to be used on the Leased Premises;

(g) Deny access to City of Baytown Parks and Recreation Department personnel to any part of the Leased Premises or facilities at any time.

(h) Use the Leased Premises in any manner that violates any state or federal laws, local ordinances, rules policies and procedures of the City of Baytown

Further,

(i) The Association shall not lease, rent, or allow a third party to use any portion of the Leased Premises.

(j) The Association agrees that it shall not permit any person under the age of seventeen (17) to operate power machinery or carts on City property.

(k) The Association agrees that it will not drive or allow vehicles to be driven or parked on non-designated areas without prior approval and proper identification.

(l) The Association agrees and understands that all Activity at the Leased Premises must conclude prior to midnight. Use of the Leased Premises outside of these hours requires written pre-approval by City.

4.9 Improvements and Maintenance.

(a) Association shall keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the Leased Premises in the same state of appearance and repair as they now exist (except for reasonable wear and tear) at Association's own expense. Association shall clean, or cause to be cleaned, Leased Premises, including, but not limited to concession stands and restrooms, litter control throughout the Leased Premises, during Leased Period at Association's sole expense.

(b) The Association will be responsible for the maintenance of the infields from June 1 to August 31st each year of this Agreement. Such maintenance will include, but not be limited, to the following:

i Pre-season field preparation of infield, which shall include, but not be limited to, removing grass from the infield, cleaning dugouts;

ii Addition of infield dirt (upon the prior approval by the Director);

iii Watering infield;

iv Dragging infield;

v Marking field on game days and practices if necessary;

vi Filling holes around bases prior to play;

vii Working field on / after rain days to make playable (Only approved members of the Association may operate heavy machinery such as a dragger);

viii Cleaning all concession stand(s) and restrooms;

ix Picking up trash at the fields, including, but not limited to, the spectator areas and parking lots; and

x Emptying the trash cans immediately following an event.

(c) City shall mow the Leased Property as necessary to allow for the use of the Lease Property as detailed herein.

(d) **The Association understand and agrees that neither the Association nor any representative thereof shall administer herbicide or insecticide or unapproved drying agents on City property at any time.**

(e) No repairs and/or alterations shall be made to existing structures and improvements on the Leased Premises without prior approval and written agreement of the City and compliance with Section 2252.909 of the Texas Government Code, as applicable.

(f) No building or other improvements may be constructed on Leased Premises without prior approval and written agreement of City and compliance with Section 2252.909 of the Texas Government Code, as applicable.

(g) Any improvements, additions, alterations, and fixtures constructed, placed, or maintained on any part of the Leased Premises during the Term are considered part of the real property of Leased Premises and must remain on the Leased Premises and become City's property when the Agreement terminates.

(h) The City will be responsible for repairs to major fencing, electrical service, plumbing repairs, and plus field light fixtures, aiming/adjusting and replacement of ball field lamps. The Association shall notify the City of any necessary repairs previously stated as soon as possible.

(i) Should the Association wish to use temporary fencing, the Association shall first obtain the approval of the Director of Parks, Recreation and Tourism Department. Fencing shall be provided and installed by the Association, utilizing a vendor approved by the Director.

4.8 Obstructions. All portions of driveways, entrances, exits, sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to

public utilities, law enforcement or emergency responders, of the Leased Premises shall be kept unobstructed by Association and shall not be used by Association for any purpose other than ingress to or egress from the Leased Premises.

4.9 Inspection of Premises. City may enter upon the Leased Premises at any time during the Term, without notice to Association, for the purpose of determining whether or not Association is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of City, and/or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Leased Property which the City, in its sole discretion, determines to make or for any other purpose which City deems appropriate as it relates to the physical facility and equipment.

4.10 Liens. Association agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become a lien on the Leased Premises.

4.11 Keys. The Baytown Parks, Recreation and Tourism Department will provide locks for the Association to utilize for fields and facilities. The Baytown Parks, Recreation, and Tourism Department retains the right to cut any lock that has been replaced on the above-mentioned locations, in the event that the Baytown Parks and Recreation Department needs to gain access, and a replacement key has not been provided beforehand. The Association shall not cut any City locks without prior approval. The Association will be responsible for the expense and resulting damages. If the facilities are left unlocked, the Association shall be responsible for all damages resulting therefrom.

4.12 Activity with Minor Participants. If any portion of the Activity involves the participation of minors (those under the age of eighteen (18)) on the playing field, Association shall require a parent or guardian to sign a waiver prior to entering the playing field. If any portion of the Activity involves the participation of minors outside of the playing field, Association shall provide adequate adult supervision to ensure safety of all participant as and perform, at no cost to City, a criminal background check on all adult supervisors. Adult supervisors shall remain at the Leased Property for the duration of the off-field Activity.

4.13 Quiet Enjoyment. City agrees that Association, upon observing and keeping each of the covenants of this Agreement on the part of Association to be observed and kept, will lawfully and quietly hold, occupy and enjoy the Leased Premises, equipment, furniture, and fixtures during the Term of this Agreement.

4.14 Parking. Association agrees that usage of the Jenkins Park parking lots is dependent on the need for regular park goers. Activities with one hundred (100) or more expected attendees must utilize a shuttle service that accesses offsite parking areas to alleviate congestion at the park. Designated grass areas, when accessible, will be available for players and staff.

ARTICLE V.

INSURANCE AND INDEMNIFICATION

5.1 Indemnification and Release.

THE ASSOCIATION 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 ASSOCIATION OR THE ASSOCIATION'S AGENTS OR ANY OTHER ENTITY OVER WHICH THE ASSOCIATION EXERCISES CONTROL (COLLECTIVELY, THE ASSOCIATION'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE ASSOCIATION AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE ASSOCIATION TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE ASSOCIATION'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE ASSOCIATION'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 ASSOCIATION'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE ASSOCIATION

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. The Association 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 the Associations services to be performed hereunder and use of City's property. This release shall apply with respect to the Association services and use of City property regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

5.2 Insurance.

The Association 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 service and use of property hereunder by the Association, its agents, representatives, volunteers, employees or subcontractors.

(a) The Association'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 the Association's insurance and shall not contribute to it. Further, the Association 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 $300,000
- 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. Concessionaire shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

5.3 Safety. It is agreed that the Association shall have the responsibility and authority for protection of all game officials, players, coaches, and spectators and will have the authority to take whatever action deemed necessary at the time by the officers and/or authorized representative of the Association.

(a) The Association must retain security services for the fields and facilities used by the Association, the Association will be responsible for the cost thereof. The Association shall secure the services of at least one (1) licensed peace officer for duty during each Activity. Association must provide City documentation that security services have been secured at least one prior to each scheduled Activity.

(b) If alcohol is to be served at an Activity, the Association must comply with any all security and/or law enforcement requirements of the Texas Alcoholic Beverage Commission, City of Baytown ordinances and polices, and all other applicable law and authority.

(c) The Association must have all security measures cleared though the City of Baytown Parks, Recreation and Tourism Advisory Board and approved by the Parks, Recreation and Tourism Director to include:

1. Overall League Play Site;

2. Entry & Exits of League Play Site;

3. Parking Lots and Traffic Areas of Park; and

ARTICLE VI.

CAMERAS, LIGHTING, AND TECHNOLOGY

6.1 Cameras and Technology. Subject to prior written approval of the City, the Association shall be permitted to install cameras, poles, related equipment, technology, live streaming cameras and hardware, player development cameras, and player development

systems/sensors ("Cameras and Technology") at the Leased Property on behalf of The Players League LLC ("TPL"), which Cameras and Technology shall remain the property of TPL and may be removed after the conclusion of the Term. TPL shall be the sole owner of the Cameras and Technology and no ownership, license, use, or other rights are conferred upon any other party, including the City, through this Agreement. In the event the City or any other party desires to use the Cameras and Technology, a separate agreement must first be entered into with TPL.

6.2 Internet Access. The City will make all reasonable efforts to grant Association access to internet ports for cameras and player development equipment, and for the Association's operating systems. The City will make all reasonable efforts to ensure that internet is reachable for those systems to connect into, and that there is enough upload and download speed to run these systems. The City makes no guarantee as to the availability or speed of internet connectivity at the Leased Premises.

6.3 Lighting System. The City will be responsible for the installation and maintenance of the Musco Control Link Lighting System on the field lights, if applicable. The City will provide the Association with an account and password to operate the field lights through telephone or internet access. Upon installation, the Association will be responsible for the operation, control and monitoring of this system. The City will also provide the Association with a monthly report of all light usage. The Association will be responsible for the ongoing scheduling and monitoring of the lighting system, and must contact the City immediately with any access problems. The Association shall pay its pro rata share of the monthly electrical costs if the Association fails to turn off lights after its usage. Such payment shall be due and payable to the City on a monthly basis no later than fifteen (15) days following the end of each month for which payment is due. Payments made after the due date shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code.

ARTICLE VII.

DEFAULT AND REMEDIES

7.1 A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify in writing the defaulting party upon becoming aware of any condition or event constituting a default. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

7.2 If default shall occur and continue after thirty (30) days' notice of the same, the non defaulting party may, at its option, pursue any remedies it may be entitled to, at law or in equity, in accordance with the law, without the necessity of future notice to or demand upon the defaulting party.

ARTICLE VIII.

GENERAL PROVISIONS

8.1 Governing Law and Venue. This Agreement has been made under and shall be governed by and construed and enforced according to the laws of the State of Texas, without regard to the principles of conflicts of law. This Agreement is performable in Harris County, Texas, and venue for any suit arising this Agreement shall be in Harris County, Texas.

8.2 Waiver. The failure of a party to enforce the strict performance of any of the covenants, agreements, terms, provisions, or conditions of this Agreement shall not be construed as a waiver or relinquishment of any subsequent default or breach of any of the covenants, agreements, terms, provisions, or conditions of this Agreement, which shall continue and remain in full force and effect. The payment of sums due and payable hereunder, with knowledge of the default or breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of such default or breach.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

8.4 Payment and Notices.

(a) Notices. All notices provided for herein must be in writing. Any notice permitted or required to be given will be effective if hand delivered or mailed certified, Federal Express, UPS or Courier, return receipt requested to the following addresses:

Association: Baytown Baseball LLC
606 Rollingbrook Dr.
Baytown, Texas 77521

City: Director of Parks Recreation and Tourism
City of Baytown
2407 Market Street
Baytown, Texas 77521

With copies of all notices to City relating to defaults, remedies, or indemnification sent to:

City Attorney
City of Baytown
2401 Market Street

(b) Contact Information. The Association will provide the City with a direct contact person with authority to make decisions and speak on behalf of the Association. All communications with the Association will be made through the direct contract and/or his designee.

8.5 Assignment, Sublease, Amendment. Neither party may assign this Agreement, collaterally, or otherwise, or any of its rights under it without the prior, written consent of the other party. Association may not enter into a sublease without the prior, written consent of City. Such consent shall not unreasonably be withheld. In the event of any assignment or sublease that is consented to by City, Association shall remain primarily liable for the payment and performance of all of the obligations of the Agreement. The Parties may modify the Agreement only by a separate writing that expressly amends the Agreement.

8.6 Successors and Assigns. This Agreement binds and insures to the benefit of the Parties to the Agreement and their respective legal representatives, successors, and assigns.

8.7 No Third-Party Beneficiary. This Agreement shall not create any claim or right of action in or on behalf of any third-party or entity or individual whatsoever. Enforcement of such terms and conditions of this Agreement, and all claims or rights of action relating to such enforcement, shall be strictly reserved to the City and Association, or to the successors or assigns of City and Association.

8.8 Relationship of the Parties. The relationship of City and Association under this Agreement is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, no aspect of this Agreement shall create or evidence, nor is intended to create or evidence, a partnership, joint venture, or other business relationship or enterprise between City and Association. City shall have no direct supervision of or obligation to the employees or Association and any communication of employee matters shall be through representatives of City and Association as the Parties may delegate.

8.9 Headings. Titles, headings, and captions in this Agreement are included for convenience and reference only and will not be deemed to constitute a part of or affect the construction of this Agreement.

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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

BAYTOWN BASEBALL LLC:

(Signature)

Alec Allred
(Printed Name)

Manager
(Title)

STATE OF North Carolina
§
COUNTY OF Brunswick §

Before me on this day personally appeared Alec Allred, in his/her capacity as Manager, on behalf of such Baytown Baseball LLC

- ☐ known to me;
- ☐ proved to me on the oath of _____; or
- ☒ proved to me through his/her current NC Driver License {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)

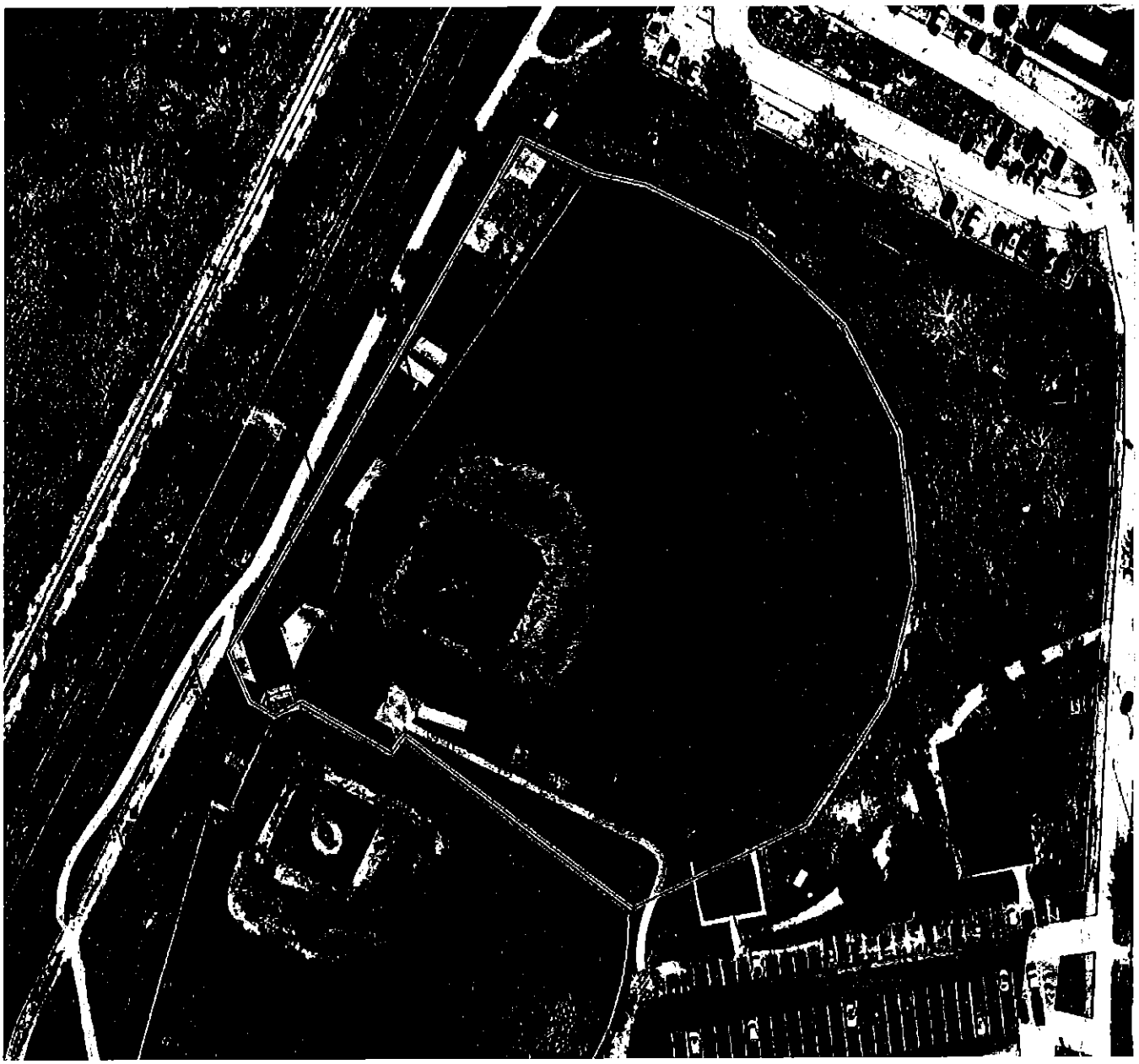
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 21 day of May, 2026

BARBARA R. ALLEN My Comm Expires NOTARY PUBLIC DECEMBER 30 2029 BRUNSWICK COUNTY NC

Notary Public in and for the State of NC

Exhibit A
Leased Premises



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2026

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

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

PRODUCER
K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, IN 46801-2338

CONTACT NAME: MM - Amateur Sports - Teams, Leagues and Associations
PHONE (A/C, No, Ext): 1-800-426-2889 **FAX (A/C, No):** 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIG Specialty Insurance Company	26883
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Baytown Baseball LLC
DBA: Baytown Baseball
606 Rollingbrook Dr.
Baytown, TX 77521
A Member of the Sports, Leisure & Entertainment RPG

COVERAGES **CERTIFICATE NUMBER:** U00194439 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			9YAPG0001334486102	05/12/2026 05:32 PM EDT	05/12/2027 12:01 AM	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PROFESSIONAL LIABILITY	$1,000,000
	[ ] OTHER:						Legal Liability to Participants	$1,000,000
A	**AUTOMOBILE LIABILITY**			9YAPG0001334486102	05/12/2026 05:32 PM EDT	05/12/2027 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] NOT PROVIDED WHILE IN HAWAII							
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	**N/A**					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	**MEDICAL PAYMENTS FOR PARTICIPANTS**			9YAPG0001334486102	05/12/2026 05:32 PM EDT	05/12/2027 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sport(s): Baseball Age(s): 16-19, Over 19

CERTIFICATE HOLDER
Evidence of Coverage

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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CITY COUNCIL MEETING 6. f.

Meeting Date: 05/28/2026

Subject: Consider an Ordinance amending Chapter 98, Article VII, Section 98-703 of the City of Baytown Code of Ordinances to remove references to Texas Commission on Environmental Quality approval of, and records related to, bonds or notes for which the agency has not adopted rules requiring review and approval

Prepared for: Scott Lemond, Legal **Prepared by:** Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider an ordinance amending Chapter 98, Article VII, Section 98-703(17) of the City of Baytown Code of Ordinances to remove references to Texas Commission on Environmental Quality approval of, and records related to, bonds or notes for which the agency has not adopted rules requiring review and approval.

PREFACE

Consider an ordinance amending Chapter 98, Article VII sec. 98-703 (17) of the City of Baytown Code of Ordinances. Without exception, § 98-703(17) requires all In-City MUDs to provide the City with a Texas Commission on Environmental Quality (TCEQ) application and staff report prior to the issuance of bonds. TCEQ, however, has never issued any regulations requiring an application or issuance of a staff report when it comes to the issuance of non-water system bonds (road bonds, for instance). As a result, In-City MUDs cannot comply with § 98-703 (17) when it comes to the issuance of bonds or notes for projects for which the agency has not adopted rules requiring review and approval.

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

ord-In-City MUDs-SL

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE VII, "IN-CITY MUNICIPAL UTILITY DISTRICTS," SECTION 98-703, "CONDITIONS TO CREATION," SUBSECTION 17, OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REMOVE REFERENCES TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY APPROVAL OF, AND RECORDS RELATED TO, BONDS OR NOTES FOR WHICH THE AGENCY HAS NOT ADOPTED RULES REQUIRING REVIEW AND APPROVAL; PROVIDING FOR A PENALTY NOT EXCEEDING FIVE HUNDRED AND NO/100 DOLLARS ($500.00); 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 Chapter 98 "Utilities," Article VII "In-City Municipal Utility Districts," Section 98-703, "Conditions to Creation," Subsection 17 is hereby amended to read as follows:

CHAPTER 98. UTILITIES

. . . .

ARTICLE VII. IN-CITY MUNICIPAL UTILITY DISTRICTS

. . . .

Sec. 98-703. - Conditions to Creation.

. . . .

(17) Unless otherwise agreed to by ordinance or resolution of the city:

a. no bonds or notes of the municipal utility district shall be issued or sold unless:

1. for issuances subject to review and approval by the Texas Commission on Environmental Quality, not less than 20 days following the filing of an application with the Texas Commission on Environmental Quality for the approval of projects and bonds, the municipal utility district provides the city with a copy of such application and not less than 30 days prior to publication of notice of sale, the municipal utility district provides the city with a copy of the staff memorandum of Texas Commission on Environmental Quality approving the projects and bonds;

2. not less than 30 days prior to the sale, the municipal utility district provides the city with a copy of its proposed bond order, preliminary official statement, bid form and notice of sale; and

3. the criteria in subsection (b), below, are met.

b. Unless otherwise agreed to by ordinance or resolution by the city, the municipal utility district shall not issue bonds unless the following conditions have been satisfied:

1. The municipal utility district shall not issue any bonds, other than refunding bonds, unless the purpose for which the proceeds of such bonds may be used is limited to one or more of the following and no others:

   (a) Designing, purchasing and/or constructing or otherwise acquiring:

      (i) Waterworks facilities to provide water supply for municipal, domestic, and commercial uses, excluding industrial uses;

      (ii) Wastewater facilities to collect, transport, process, dispose of and control all domestic or communal wastes, excluding industrial waste, whether in fluid, solid or composite state;

      (iii) Stormwater drainage and detention facilities to gather, conduct, divert and control local stormwater or other local harmful excesses of water in the municipal utility district;

      (iv) Roads or improvements thereto, including storm drainage, in aid of those roads; or

      (v) Recreational facilities or improvements thereto;

   (b) Purchasing, constructing, owning, operating, repairing, improving, extending or otherwise acquiring interests in real property, improvements, facilities, appliances, equipment, buildings, plants or structures necessary or incidental to the operation of waterworks facilities, wastewater facilities, or stormwater drainage facilities, roads, or recreational facilities, including contingencies;

   (c) Payment of administrative and organization expenses, operation expenses during construction, creation costs, interest during construction, capitalized interest and developer interest. Proceeds of the bonds for costs of operations of the municipal utility district shall not exceed ten percent of the issuance amount; and

   (d) All costs of issuance of the bonds (including but not limited to legal fees, financial advisory fees, administrative fees and expenses, printing expenses, and publication expenses).

2. The municipal utility district shall not sell or issue any bonds unless:

   (a) The terms of such bonds expressly provide that the municipal utility district reserves and shall have the right to redeem the bonds not later than the 15th anniversary of the date of issuance, without premium;

   (b) The bonds, except refunding bonds, are sold after the taking of public bids therefor;

   (c) None of such bonds and bonds sold to a federal or state agency, other than refunding bonds, is sold for less than 95 percent of par;

(d) The net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, does not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than 45 days after notice of sale of the bonds is given;

(e) The maximum term of any debt issuance shall be no greater than 25 years;

(f) The minimum par amount of any bonds issued, except a final issue, shall be $1,000,000.00;

(g) Each issue of bonds shall be structured to achieve either level principal payments or level debt service payments, excluding the first two years of debt service;

(h) The municipal utility district shall submit to the city pro forma cash flows prepared in a manner consistent with the financial feasibility rules of the Texas Commission on Environmental Quality evidencing a municipal utility district tax rate (both maintenance and operations rate and interest and sinking rate combined) not to exceed $1.50 per $100.00 assessed valuation; and

(i) Each bond issue shall not include more than two years of capitalized interest.

c. The city staff shall review the documents required to be provided hereunder and the evidence of compliance with the foregoing criteria within 15 days following receipt of same. If the city staff gives a favorable approval of the bonds, an item will be placed on the next available regular or special council meeting agenda for consideration by the city council. The issuance of bonds by the municipal utility district must be approved by the city council of the city, or its designee. Any costs incurred by the city in connection with review of the issuance of bonds shall be paid by the municipal utility district, in an amount not to exceed $2,500.00;

d. For bonds secured by a pledge of the municipal utility district’s revenues from its water and sewer and /or drainage system, the municipal utility district's resolution authorizing the issuance of the municipal utility district's bonds must contain a provision that the pledge of the revenues from the operation of the municipal utility district's water and sewer and/or drainage system to the payment of the municipal utility district's bonds will terminate when and if the city takes over the assets of the municipal utility district and assumes all of the obligations of the municipal utility district.

Section 2: Every person convicted of a violation of any provision of this ordinance herein shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS ($500.00). 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 the 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 6. g.

Meeting Date: 05/28/2026
Subject: Consider an ordinance authorizing the renewal of the Cityworks Asset Management Software from Azteca Systems, LLC.
Prepared for: Kevin Boatswain, Information Technology Services
Prepared by: Alex Garza, Information Technology Services
Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing the renewal of the Cityworks Asset Management Software from Azteca Systems, LLC.

PREFACE

This proposed ordinance authorizes the annual renewal of the Cityworks software from Azteca Systems, LLC, in the amount of $84,739. Cityworks is the application used to manage, track, and analyze all City infrastructure assets. This application is used by all City Departments.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10001071 56600
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$84,738.15
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Cityworks - Azteca
Quotation
ILA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE CITYWORKS SOFTWARE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR THE SOFTWARE USED TO MANAGE, TRACK, AND ANALYZE ALL CITY INFRASTRUCTURE ASSETS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED EIGHTY-FOUR, THOUSAND, SEVEN-HUNDRED, THIRTY-NINE DOLLARS ($84,739.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Azteca Systems, LLC, was awarded a software contract for managing, tracking and analyzing all infrastructure assets on March 23, 2017, pursuant to a cooperative purchasing agreement with the City of Richardson; which software contract included options to renew; and

WHEREAS, such contract was renewed on June 27, 2019; June 11, 2020; June 24, 2021; June 23, 2022, July 27, 2023, July 11, 2024, and June 12, 2025, and may be renewed again; and

WHEREAS, renewal is 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 Cityworks software contract for managing, tracking and analyzing all infrastructure assets with Azteca Systems, LLC, in an amount not to exceed EIGHTY-FOUR, THOUSAND, SEVEN-HUNDRED, THIRTY-NINE DOLLARS ($84,739.00) 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-43780-1
Created Date 5/12/2026

Contact Information

Contact Name:	Trey Alexander	Prepared By Name:	Kristi Ross
Customer:	Baytown (TX), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	2401 Market Street P.O. Box 424 Baytown, TX 77522-0424	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Custom	1.00	USD 68,167.58
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 9,294.08
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Inspection API	1.00	USD 3,638.24
Work Order API - Basic	1.00	USD 3,638.25
	TOTAL:	USD 84,738.15

Notes

Year 1 Dollar Value	USD 84,738.15	Year 1 Date Range	8/1/2026 - 7/31/2027

Maintenance Start Date: 8/1/2026 **Maintenance End Date:** 7/31/2027

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to

add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Richardson, Texas ("Richardson"), and the City of Baytown acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II
TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV
PURCHASING

The City Manager, Superintendent or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V
MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law**: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of

the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **Entire Agreement**: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals**: The recitals to this Agreement are incorporated herein.

5.8 **Counterparts**: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 8th day of APRIL, ~~2016~~ 2017

CITY OF RICHARDSON, TEXAS

By: _____
DAN JOHNSON, CITY MANAGER
411 W. Arapaho Road
P.O. Box 830309
Richardson, Texas 75083

ATTEST:

By: Peter G Smith
CITY ATTORNEY

EXECUTED this 29th day of March, ~~2016.~~ 2017

_____

By: R. Davis

Name: Richard L. Davis

Title: City Manager

Address: 2401 Market St

Baytown TX 77520

_____

CITY OF BAYTOWN, TEXAS
STATE OF TEXAS

63149

April 10, 2017

APR 12 2017 PM1:53

Sylvia Aguilar
Office of the City Clerk
P.O. Box 424
Baytown, TX 77522-0424

RE: INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING

Dear Ms. Aguilar:

Enclosed is one (1) signed copy of the interlocal agreement between your entity and the City of Richardson for cooperative purchasing. This agreement will allow the City of Richardson to piggyback on any of your bids or proposals and vice versa.

Thank you for this opportunity to share information and services and please let me know if we can assist you in the future. We look forward to future endeavors. Please feel free to contact me at 972-744-4135 if you have any questions.

Respectfully,

Todd Gastorf
Purchasing Manager
City of Richardson, Texas

ATTACHMENTS

CITY COUNCIL MEETING 6. h.

Meeting Date: 05/28/2026
Subject: ArcGIS Enterprise Renewal
Prepared for: Kevin Boatswain, Information Technology Services
Prepared by: Kevin Boatswain, Information Technology Services
Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing the annual renewal of ArcGIS Enterprise Agreement (EA) from Environmental Systems Research Institute, Inc (ESRI).

PREFACE

This proposed ordinance authorizes a payment of $58,500.00 to Environmental Systems Research Institute, Inc (ESRI) for the annual renewal of the ArcGIS software maintenance agreement. Council originally authorized this purchase on June 13, 2024 for a (3) three-year period, at a cost of $58,500 per year, for a total not to exceed $175,500 over the (3) three years. This software suite directly supports all GIS activities and services of the City.

Fiscal Impact

Fiscal Year:	FY26
Acct Code:	10001071-56600
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$58,500
Fiscal Impact (Additional Information):	

Attachments

Ordinance - ArcGIS
ESRI EA Agt
Sole Source Letter
Quotation
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT FOR YEAR THREE (3) OF THE THREE-YEAR ARCGIS ENTERPRISE LICENSE AGREEMENT TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND, FIVE-HUNDRED AND NO/100 DOLLARS ($58,500.00); 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 authorizes the payment for year three (3) of the three-year ArcGIS Enterprise License Agreement to Environmental Systems Research Institute, Inc., in an amount not to exceed FIFTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($58,500.00).

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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing User Type Extension (Enterprise)
50 ArcGIS Location Sharing User Type Extension (Online)
12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Baytown
(Customer)

By: Carol Flynt
Authorized Signature

Printed Name: Carol Flynt

Title: Assistant City Manager

Date: June 24, 2024

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

Legal

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Tamisa Greening, Director, Contracts & Legal, the undersigned representative of Environmental Systems Research Institute, Inc. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company 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 Company 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 Company 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.

In making this verification, I understand that the following definitions apply:

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

2. "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).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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.

EXECUTED this the 8 day of May, 2024.

Environmental Systems Research Institute, Inc
Company Name

Signature

Tamisa Greening, Director, Contracts & Legal
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Fernando J. Frias, the undersigned notary public, on this day personally appeared Tamisa Greening, the Director, Contracts & Legal (Title) of Environmental Systems Research Institute, Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 8 day of May, 2024.

See attached, per CA State Law.
Notary Public in and for the State of Texas

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On May 8, 2024 *Date* before me, Fernando J. Frias, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Tamisa Greening *Name(s) of Signer(s)*,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

FERNANDO J. FRIAS
Notary Public - California
San Bernardino County
Commission # 2339206
My Comm. Expires Dec 5, 2024

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF CALIFORNIA §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF SAN BERNARDINO §

BEFORE ME, the undersigned authority, on this day personally appeared Tamisa Greening [**FULL NAME**] (hereinafter "Affiant"), Director, Contracts & Legal [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of Environmental Systems Research Institute, Inc. [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with Small Government Enterprise Agreement [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP	[ ] NON-PROFIT CORPORATION
[X] CORPORATION	[ ] UNINCORPORATED ASSN.
[ ] PARTNERSHIP	
[ ] LIMITED PARTNERSHIP	
[ ] JOINT VENTURE	
[ ] LIMITED LIABILITY COMPANY	
[ ] OTHER (Specify type in space below):	

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: The Jack and Laura Dangermond Trust, established under the laws of the State of California on October 7, 2000, owns 100% of the outstanding voting and equity securities of Environmental Systems Research Institute, Inc. Jack and Laura Dangermond are the trustees and sole beficiares of the trust.

Business Address [NO./STREET] 380 New York Street

[CITY/STATE/ZIP CODE] Redlands, CA 92373-8100

Telephone Number (909) 793-2853

Email Address [OPTIONAL] info@esri.com

Residence Address [NO./STREET] As a privately owned corporation, this information is confidential.

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: N/A

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information
Contracting Entity and/or
_____ [NAME OF

Orig. Dept.: _____ File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 8 day of May, 2024.

(Seal)

See attached, per CA State Law.
Notary Public in and for the State of

_____

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

R:\Karen\Files\Contracts\Affidiavit of Ownership or Control.doc

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

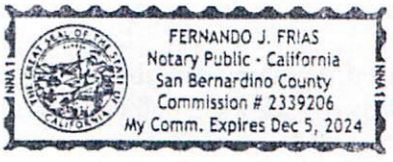
Subscribed and sworn to (or affirmed) before me on

this 8 (Date) day of May (Month), 2024 (Year), by

(1) Tamisa Greening

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: ArcGIS Enterprise Agreement

Company Name: Environmental Systems Research Institue, Inc

Department: Information Technology Service (ITS)

Date: 05/29/2024 **Council Date:** 06/13/2024

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.

Teresa Kerr — Director of Finance

05/29/2024 — 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

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373

DATE: April 30, 2024

TO: City of Baytown, TX

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: **Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

J.Ricks
Jackie Ricks

Esri 380 New York St., Redlands, CA 92373-8100, USA • TEL 909-793-2853 • FAX 909-793-5953 • E-MAIL info@esri.com • WEB www.esri.com

Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 03/24/2026
To: Trey Alexander
Organization: City of Baytown
Information Technology Dept
Fax #: 281-420-6586 **Phone #:** 281-420-5817

From: Josh Sianez
Fax #: 909-307-3083 **Phone #:** + 19093693697 Ext. 3697
Email: jsianez@esri.com

Number of pages transmitted (including this cover sheet): 4

Quotation #26343718
Document Date: 03/24/2026

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
https://www.esri.com/en-us/cp/maintenance

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York St
Redlands, CA 92373-8118
Phone: + 190936936973697
Fax #: 909-307-3083

Quotation

Date: 03/24/2026 **Quotation Number:** 26343718 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Josh Sianez

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Baytown
Information Technology Dept
PO Box 424
Baytown TX 77522-0424
Attn: Trey Alexander
Email: Trey.Alexander@baytown.org
Phone: 281-420-5812
Customer Number: 236858

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price

Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ea_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	168179	58,500.00	58,500.00

Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)
Start Date: 06/25/2026
End Date: 06/24/2027
Subscription ID: 4571624141

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York St
Redlands, CA 92373-8118
Phone: + 190936936973697
Fax #: 909-307-3083

Quotation

Date: 03/24/2026 **Quotation Number:** 26343718 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Item Subtotal		58,500.00
Estimated Tax		0.00
Total	**USD**	**58,500.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York St
Redlands, CA 92373-8118
Phone: + 190936936973697
Fax #: 909-307-3083

Quotation

Date: 03/24/2026 **Quotation No:** 26343718 **Customer No:** 236858 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

To expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

ArcGIS Enterprise Renewal

Project Name:

Company Name: Environmental Systems Research Institute, Inc

Department: Information Technology Service (ITS)

Date: 05/05/2026 **Council Date:** 05/28/2026

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.

Teresa McKee 05/05/2026

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 6. i.

Meeting Date: 05/28/2026
Subject: Annual Fittings Valves and Meter Boxes
Prepared for: Teresa McKenzie, Finance **Prepared by:** Gerald Pierce, Finance
Department: Finance

Information

ITEM

Consider an ordinance awarding the renewal of Annual Fittings Valves and Meter Boxes contract to Ferguson Enterprises LLC.

PREFACE

The proposed ordinance awards the second renewal of Annual Fittings, Valves & Meters Box Contract to Ferguson Enterprises LLC.

Supplies provided under this contract will be used for the underground installation and repair of service lines and small mains in the water distribution system. This contract supports the City's vision for quality services and fiscal responsibility by providing cost-effective commodity supplies needed for water projects, such as water rehabilitation, water distribution, water taps, and other miscellaneous utility projects.
The contract amount is not to exceed $158,688.88.

Fiscal Impact

Fiscal Year:	2026-2027
Acct Code:	6200-16102
Source of Funds (Operating/Capital/Bonds):	OPERATING
Funds Budgeted Y/N:	Y
Amount Needed:	$158,688.88

Fiscal Impact (Additional Information):
Warehouse stock for fitting, valves, meter boxes, covers, and lids in the amount of 158.688.88

Attachments

Ordinance Authorizing 2nd renewal of Annual Fitting Valves and Meter Boxes Supply Contract
renewal letter Ferguson
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SECOND RENEWAL OF THE ANNUAL FITTINGS VALVES AND METER BOXES SUPPLY SERVICES CONTRACT WITH FERGUSON ENTERPRISES, LLC; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-EIGHT THOUSAND SIXTY HUNDRED EIGHTY-EIGHT AND 88/100 DOLLARS ($158,688.88); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown contracted with Ferguson Enterprises LLC for the Annual Fittings, Valves, and Meter Boxes Supply Services Agreement;

WHEREAS, the Annual Fittings, Valves, and Meter Boxes Supply Services Agreement included an option by the parties to renew for additional one-year periods; and

WHEREAS, such Agreement can now be renewed for an additional one-year term; and

WHEREAS, Ferguson Enterprises, LLC has indicated its willingness to renew the Agreement for an additional year; 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 approves the second renewal of the contract with Ferguson Enterprises, LLC, for the Annual Fittings, Valves, and Meter Boxes Supply in an amount not to exceed ONE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-EIGHT AND 88/100 DOLLARS ($158,688.88), 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN

FINANCE DEPARTMENT
PURCHASING DIVISION

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6526 • (281) 420-6586 Fax

Ferguson Enterprises and Subsidiaries
15711 Eastex Freeway
Humble, TX 77396
Attn: Trey Goodman

May 5, 2026

RE: Annual Fitting, Valves and Meter Boxes Contract 4250019

Dear Supplier:

This letter is to inform you that the City of Baytown has renewed the contract for Annual Fitting, Valves and Meter Boxes Contract 4250019 with your company. This contract will be in effect from 5/01/2026 to 4/30/2027. The corresponding Ordinance will be forwarded to your attention once complete. Please contact the Purchasing Department at 281-420-6526 if you have any questions.

Sincerely,

Gerald Pierce

Gerald Pierce
Contract Coordinator
281-420-6526
Gerald Pierce

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Annual Fittings Valves and Meter Boxes

Project Name:

Company Name: Ferguson Waterworks

Department: Finance

Date:05/18/2026 **Council Date:05/28/2026**

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.

_____ 05/18/2026

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 6. j.

Meeting Date: 05/28/2026

Subject: Consider an ordinance authorizing a professional services agreement for construction materials testing services for the IH-10 Lift Station Rehabilitation Project

Prepared for: Sharon Valiante, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a professional services agreement for construction materials testing services with Terracon Consultants, Inc. for the IH-10 Lift Station Rehabilitation Project.

PREFACE

This proposed ordinance authorizes a professional services agreement with Terracon Consultants, Inc., to perform construction materials testing services for the I-10 Lift Station Rehabilitation Project for an amount not to exceed $53,619.00.

The scope of services includes observation, sampling, testing, and documentation of construction activities to verify compliance with project plans and specifications. Services include earthwork and pavement subgrade testing, inspection of drilled pier foundations and reinforcing steel, sampling and testing of concrete and masonry materials, and inspection of structural steel bolted and welded connections.

Terracon will attend construction meetings, coordinate field and laboratory testing, and communicate with field technicians, contractors, subcontractors, and the City's onsite representative. Responsibilities include reviewing laboratory and field reports, monitoring invoices and the assigned budget. The proposed ordinance authorizes an agreement for professional services for a total amount not to exceed $53,619.00.

The duration of the construction contract that was awarded to LEM Construction Company, Inc, is four hundred and fifty (450) calendar days from the Notice to Proceed, with an additional thirty (30) days to achieve final completion. This agreement with Terracon Consultants, Inc., is structured to provide construction materials testing services throughout the duration of the project.

Fiscal Impact

Fiscal Year: 2026

Acct Code: 45143172-56937

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

Funds Budgeted Y/N: Y

Amount Needed: $53,619.00

Fiscal Impact (Additional Information):

LFST2001-2025COSEWR-CONSTRUCTI-C.O./BONDS

Attachments

Ordinance - Terracon

Exhibit A - Agreement - Terracon Consultants, Inc.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR MATERIAL TESTING SERVICES FOR THE IH-10 LIFT STATION REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND, SIX-HUNDRED, NINETEEN DOLLARS ($53,619.00); 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 and directs the City Manager to execute and the City Clerk to attest to a Professional Services Agreement with Terracon Consultants, Inc., for material testing services for the IH-10 Lift Station Rehabilitation Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Terracon Consultants, Inc., in an amount not to exceed FIFTY-THREE THOUSAND, SIX-HUNDRED, NINETEEN DOLLARS ($53,619.00) in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less.

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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform Construction Materials Testing Services services for the I-10 Lift Station Rehabilitation Project (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;

☐ 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;

☐ 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 compensation and professional fess are detailed in Exhibit "B."

e. The time schedules for the Work are specified in Exhibit "C."

f. Each of these Exhibits "A" through "C" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i.	Construction Materials Testing	$53,619.00
ii.	N/A	$0.00
iii.	N/A	$0.00
iv.	N/A	$0.00
v.	N/A	$0.00
vi.	**Total Not to Exceed**	$53,619.00

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
- (b) Postage;
- (c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
- (d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
- (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant's offices outside of Harris or Chambers Counties.

e. Consultant 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. Consultant 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 Consultant's invoice being denied.

f. 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.

3. Personnel of Consultant

a. Consultant's Project Manager
Consultant shall designate Blaine Harvey, 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. Licensed and Registered Engineers
Consultant shall keep full-time registered engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

a. The Director of Public Works and Engineering or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant 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. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant 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 Consultant 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. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified engineers will reflect the professional standards, procedures and performances common in the industry for this project. Consultant 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 contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant 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

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

7. Insurance

Consultant 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 Consultant, its agents, representatives, volunteers, employees or subconsultants.

a. Consultant'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 Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, 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 subconsultants 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 Consultant. Consultant 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

CONSULTANT 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 PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S

PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'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 CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT 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 Contract 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. Consultant 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 Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors and Subconsultants

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

10. Termination of Consultant

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 Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant 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 Consultant 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 Consultant;
(d) the dissolution of Consultant;
(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 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, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant 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, Consultant shall also tender to the City's Representative all of Consultant'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 Consultant 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, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant'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 Consultant

Consultant is 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.

13. Billing

The City shall have thirty (30) days to pay Consultant'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. Consultant 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 Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (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 Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the 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 Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant 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 Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

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

a. the Consultant 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 Consultant 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 Consultant 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 Consultant:

Terracon Consultants, Inc
551 W League City Parkway
Suite F
League City, Texas 77573

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 Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant 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, Consultant consents to be joined in the arbitration proceeding if Consultant'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 Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either 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 Consultant accept and agree to these terms.

22. No Assignment

Consultant 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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

CONSULTANT:

TERRACON CONSULTANTS, INC.

Jason L. Mills
(Signature)

Jason Mills
(Printed Name)

Senior Principal
(Title)

STATE OF Texas §
§
COUNTY OF Galveston §

Before me on this day personally appeared Jason Mills, in his/her capacity as Senior Principal, on behalf of such Terracon Consultants, Inc.,

(check one)

- [x] 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}

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 14 day of May, 2026

KATHERINE S TAYLOR
Notary ID #126771484
My Commission Expires
April 1, 2029

Kathe S. Taylor
Notary Public in and for the State of Texas

EXHIBIT "A"
SCOPE OF WORK

PROJECT INFORMATION

The project involves the rehabilitation of an existing Lift Station Located at 3911 East Freeway, in Baytown Texas.

The improvements to the Lift Station will include:

a. Installation of 24" diameter wet well, valve pad, pumps, and piping.
b. Installation of 30" force main via open cut and trenchless methods including valves, fittings, vaults, and other appurtenances.
c. Installation of 12" water line via open cut including valves, fittings, and other appurtenances.
d. Installation of electrical building platform, generator platform, and concrete driveway.
e. Installation of electrical prefabricated buildings, electrical equipment, and electrical service.
f. Site improvements include grading and roadway improvements.

Terracon was provided with the following construction documents for preparation of this proposal:

- Design drawings prepared by Kimley-Horn, dated October 3, 2025.
- Project specifications prepared by Kimley-Horn, dated October 2025.

SCOPE OF SERVICES

Terracon will provide the following services when scheduled by the Contractor or the City's representative.

1. Earthwork

- Sample select fill, base, utility backfill, subgrade, and chemically treated subgrade soils. Prepare and test the samples for Atterberg limits and moisture-density relationship.
- Sample cement stabilized sand for utility backfill, prepare test specimens, and test samples for moisture-density relationship and compressive strength.
- It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that random samples of select fill be obtained to verify that the soil meets the requirements for Atterberg Limits and if required, percent fines. Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as

early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.

- Observe proofrolling operations of the pavement subgrade.
- Evaluate the pavement subgrade for chemical treatment.
- Observe the chemical treatment process for the pavement subgrade.
- Perform field gradation tests on the treated subgrade.
- Perform field density tests of the utility backfill when proper trench safety is provided by contractor, select fill, base, subgrade, and chemically treated pavement subgrade using the nuclear method to determine the moisture content and percent compaction of the soil materials.

2. Foundation – Drilled Underreamed Piers

- Observe the installation of drilled straight shaft pier foundations. For each pier observed, information regarding shaft depth, auger diameter and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
- Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
- Record dimensions and the number, size and length of vertical reinforcing bars used in the piers prior to concrete placement.
- Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens. Terracon will make every attempt to cure specimens. However, the contractor shall provide a secure area, along with a source of water and electricity for Terracon to maintain the initial curing temperature of concrete test specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting.
- Perform compressive strength tests of concrete test cylinders cast in the field.
- Within 48 hours of concrete placement, travel to the project site to collect and transport hardened test cylinders to Terracon League City office laboratory for curing and testing.

3. Cast-in-Place Concrete

- Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing, and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.
- Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens. Terracon will make every attempt

to cure specimens. However, the contractor shall provide a secure area, along with a source of water and electricity for Terracon to maintain the initial curing temperature of concrete test specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting.

- Within 48 hours of concrete placement, travel to the project site to collect and transport hardened test cylinders to Terracon League City office laboratory for curing and testing.
- Perform compressive strength tests of concrete test cylinders cast in the field.

4. Masonry

- Sample the fresh mortar during construction and cast mortar cubes or cylinders for compressive strength tests.
- Sample the fresh grout during construction and cast grout prisms or cubes for compressive strength tests.

5. Structural Steel Welded and Bolted Connections

Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence review welding and bolting requirements and to review welder certification records.

Provide a Certified Welding Inspector (CWI) to:

- Visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications. The approved shop drawings will be required for this inspection.
- Perform visual inspections of metal framing for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

6. Project Management

- Attend construction meetings, if requested.
- Coordinate field and laboratory testing.
- Communicate with Terracon field technicians, contractor, and owner's site representative.
- Review field and laboratory test reports prior to submittal.
- Monitor the project budget and invoice.

EXHIBIT "B"
LEVEL OF EFFORT

COMPENSATION

Based upon our understanding of the site, the project as summarized in Section 1.0, and our planned Scope of Services outlined in Section 2.0, our estimated fee is shown in the following table:

Fee Estimate
Materials Services
I-10 Lift Station Rehabilitation
Terracon Proposal No. P91261047

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Earthwork				**$ 20,415.00**
Soils Technician	$ 75.00	150	hours	$ 11,250.00
Soils Technician, Overtime	$ 112.50	10	hours	$ 1,125.00
Using pH to Estimate Soil-Lime Proportion	$ 450.00	1	tests	$ 450.00
Atterberg Limits (3pt.)	$ 85.00	4	tests	$ 340.00
Laboratory Compaction Characteristics (Stabilized)	$ 200.00	1	tests	$ 200.00
Laboratory Compaction Characteristics (Standard)	$ 190.00	4	tests	$ 760.00
Wash #200 Sieve (Aggregate)	$ 85.00	4	tests	$ 340.00
Trip Charge	$ 85.00	35	trips	$ 2,975.00
Special Equipment Charge (Daily) - Nuclear Density Gauge	$ 85.00	35	day	$ 2,975.00
Foundations				**$ 1,586.00**
Foundation Inspector	$ 75.00	16	hours	$ 1,200.00
Compressive Strength (Concrete)	$ 27.00	8	tests	$ 216.00
Trip Charge	$ 85.00	2	trips	$ 170.00
Cast-in-Place Concrete				**$ 16,113.00**
Concrete Technician	$ 75.00	150	hours	$ 11,250.00
Concrete Technician, Overtime	$ 112.50	10	hours	$ 1,125.00
Compressive Strength (Concrete)	$ 27.00	44	tests	$ 1,188.00
Trip Charge	$ 85.00	30	trips	$ 2,550.00
Masonry				**$ 4,270.00**
Masonry Technician	$ 75.00	40	hours	$ 3,000.00
Masonry Technician, Overtime	$ 112.50	4	hours	$ 450.00
Compressive Strength (2-in. cubes)	$ 30.00	6	tests	$ 180.00
Compressive Strength (Grout Prisms)	$ 50.00	6	tests	$ 300.00
Trip Charge	$ 85.00	4	trips	$ 340.00
Structural Steel				**$ 5,310.00**
Welding Inspector	$ 150.00	32	hours	$ 4,800.00
Trip Charge	$ 85.00	6	trips	$ 510.00
Project Management				**$ 5,925.00**
Staff Level Engineer	$ 200.00	1	hours	$ 200.00
Billing Coordinator	$ 90.00	10	hours	$ 900.00
Administration	$ 90.00	10	hours	$ 900.00
Project Management	$ 140.00	25	hours	$ 3,500.00
Trip Charge	$ 85.00	5	trips	$ 425.00
Total				$ 53,619.00

- An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day, night shift (after 8:00 pm and before 6:00 am), as well as for services provided on Saturday. An overtime premium of 2 times the hourly rate will apply for services provided on Sunday and Terracon recognized Holidays.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample or cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.
- For same day requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

EXHIBIT "C"
SCHEDULING SERVICES

Field testing services will be provided on an "call-out" basis when scheduled by the contractor or client's representative. A minimum of 24 hours' notice is required to properly schedule our services, although we will attempt to meet request in a shorter time frame. To schedule our services please contact our dispatcher at (281) 557-2900. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon will only provide testing when called by the contractor or your representative. The extent of our observations and documentation will be limited to the items observed during the site visits. It is the responsibility of the client's or contractor's representative to schedule retests in a similar manner to scheduling our original services. Terracon shall not be held responsible for tests not performed because of a failure to schedule our services or any subsequent damage caused due to a lack of testing.

REPORTING

Results of field tests will be reported verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. **Please provide Terracon with a distribution list prior to the beginning of the project.** The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

ADDITIONAL SERVICES

If work beyond the scope of services listed above is requested, Terracon will issue a supplement to the Agreement, or supplemental proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the supplemental Agreement.

SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

CITY COUNCIL MEETING 6. k.

Meeting Date: 05/28/2026
Subject: Consider an ordinance authorizing a professional services agreement for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project with HR Green, Inc.
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a professional services agreement for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project with HR Green, Inc.

PREFACE

This proposed ordinance authorizes a professional services agreement for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project with HR Green, Inc., in the amount of $129,140.00.

HR Green will provide preliminary engineering services that will evaluate existing infrastructure conditions within the Morrell Park Subdivision and develop a technical report identifying recommended improvements. The evaluation includes water distribution lines, sanitary sewer lines, storm sewer facilities, pavement conditions, and associated appurtenances. Water and wastewater improvements are the primary focus of the project, with drainage and pavement improvements evaluated in areas affected by utility replacement.

The scope of services includes site visits; review of available record drawings and previous studies; evaluation of existing utility conditions; hydraulic analysis of the drainage system; development of improvement alternatives; preparation of planning-level cost estimates; and preparation of exhibits and supporting technical documentation. The final deliverable will be a technical report presenting recommended improvements and estimated construction costs to support future design and implementation.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 45143160-56936
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $129,140.00
Fiscal Impact (Additional Information):
WATR2801-2025COWATR-ENGINEERIN-C.O./BONDS

Attachments

Ordinance - HR Green
Exhibit A - Agreement - HR Green, Inc.
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC. FOR PRELIMINARY ENGINEERING SERVICES FOR THE FOR THE NEIGHBORHOOD WATERLINE AREA - MORRELL PARK PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED, TWENTY-NINE THOUSAND, ONE-HUNDRED, FORTY DOLLARS ($129,140.00); 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 and directs the City Manager to execute and the City Clerk to attest to a Professional Services Agreement with HR Green, Inc., for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to HR Green, Inc., in an amount not to exceed ONE-HUNDRED, TWENTY-NINE THOUSAND, ONE-HUNDRED, FORTY DOLLARS ($129,140.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less.

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 24th day of April, 2025.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project (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;

☐ 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;

☐ 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 compensation and professional fees are detailed in Exhibit "B."

e. The time schedules for the Work are specified in Exhibit "C."

f. Each of these Exhibits "A" through "C" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i. Basic Services $9,380.00
ii. Public Utility Improvement Analysis $35,270.00
iii. Drainage Analysis.....$27,020.00
iv. Private Utility Engineering Investigation …….... $17,810.00
v. Project Management, Cost Estimates, and Documentation …..... $39,660.00
vi. **Total Not to Exceed.....$**129,140.00

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
(a) Hard copy reproductions, copies, and/or binding costs;
(b) Postage;
(c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
(d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
(e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant’s offices outside of Harris or Chambers Counties.

e. Consultant 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. Consultant 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 Consultant's invoice being denied.

f. 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.

3. Personnel of Consultant

a. Consultant's Project Manager
Consultant shall designate Matthew Zeve, P.E, CFM, 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. Licensed and Registered Professional Engineer
Consultant shall keep full-time registered professional engineer licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

a. The Director of Public Works and Engineering or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant 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. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering

deficiencies therein. Consultant 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 Consultant 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. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant 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 contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant 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

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

7. Insurance

Consultant 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 Consultant, its agents, representatives, volunteers, employees or subconsultants.

a. Consultant'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 Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, 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 subconsultants 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 Consultant. Consultant 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

CONSULTANT 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 PROFESSIONAL OR THE

CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'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 CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT 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 Contract 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. Consultant 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 Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors and Subconsultants

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

10. Termination of Consultant

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 Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant 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 Consultant 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 Consultant;
(d) the dissolution of Consultant;
(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 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, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant 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, Consultant shall also tender to the City's Representative all of Consultant'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 Consultant 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, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant'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 Consultant

Consultant is 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.

13. Billing

The City shall have thirty (30) days to pay Consultant'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. Consultant 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 Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (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 Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the 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 Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant 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 Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

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

a. the Consultant 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 Consultant 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 Consultant 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 Consultant:

HR Green, Inc
Attn: Matthew Zeve, P.E. CFM
11750 Katy Freeway, Suite 400
Houston, TX 77079

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 Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant 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, Consultant consents to be joined in the arbitration proceeding if Consultant'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 Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either 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 Consultant accept and agree to these terms.

22. No Assignment
Consultant 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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

CONSULTANT:

HR GREEN, INC.

(Signature)

Matt Zeve
(Printed Name)

Director of Business Development
(Title)

STATE OF TX §
§
COUNTY OF Harris §

Before me on this day personally appeared Matt Zeve, in his/her capacity as Director of Business Development, on behalf of such HR Green, LLC,

- [X] 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 6 day of May, 2026.

DAKOTA ANN LEWIS PACAY
Notary ID #134854674
My Commission Expires
April 16, 2028

Notary Public in and for the State of TEXAS

R:\Scott\Contracts\Professional Services Template-Non Grant.docx

HRGreen

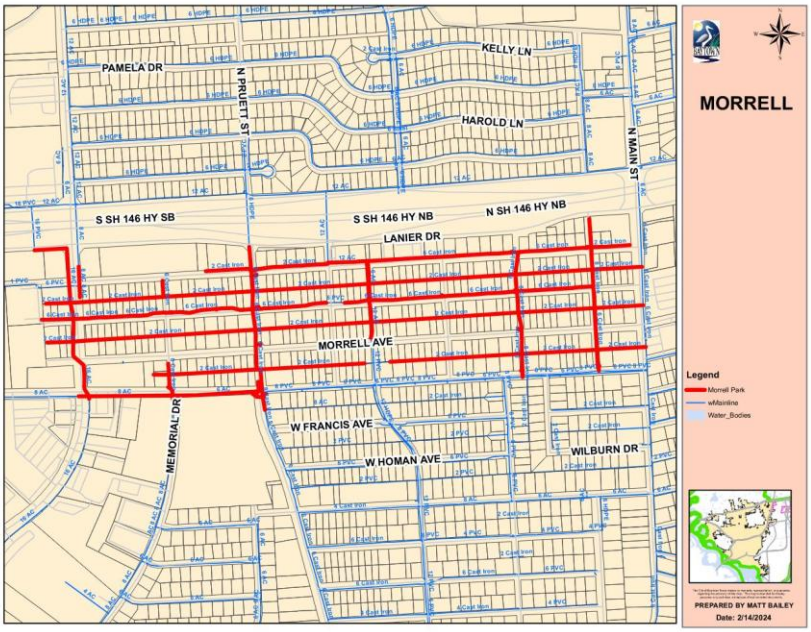
11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832.318.8800 + **Fax** 713.965.0044
TBPE Firm F-11278

HRGREEN.COM

March 17, 2026

Exhibit A - Scope of Services

Figure 1: Project Location



This proposal is to provide preliminary engineering services for the Morrell Park subdivision in Baytown. This effort will include replacement of water distribution lines, sanitary sewer pipes, storm sewer pipes and appurtenances where required, and pavement replacement where required. Water and wastewater pipes are the priority of the project with drainage and street improvements focused on roadway corridors that require replacement related to the water and wastewater pipe replacement.

Non-plastic waterlines will be replaced with polyvinyl chloride (PVC) pipe with the same diameter as the existing pipes. Sanitary sewers include plastic and non-plastic pipes.

The non-plastic sanitary sewer pipes will be replaced with PVC or high-density polyethylene (HDPE) pipes with the same diameter as the existing pipes, unless instructed otherwise by the City.

The existing storm sewer system has not been analyzed to determine the current level of service. This effort includes a detailed hydraulic analysis of the storm sewer system and will determine if improvements are needed to meet current City criteria. All efforts completed in this preliminary engineering phase will be directly applicable to the final design phase to prevent any loss of design time.

The project scope includes the following:

- Develop a technical report for the project limits to fully scope out the project based on current conditions and standards to present to the City of Baytown Public Works and Engineering Department.
- Build on all previous analysis and design efforts.
- Conduct a drainage analysis to determine the drainage system level of service and if improvements are needed to meet current standards.
- Develop multiple alternatives for project implementation and complete an alternatives analysis to identify the most cost effective project plan.
- Develop a detailed cost estimate of the recommended alternative.

The technical report will be the first phase of the Morrell Park project and is the focus of this proposal. Phase 2, which will be contracted following the completion of Phase 1, will include preparation of construction plans, specifications, and cost estimates for letting and construction. The details of the scope are as follows:

A. BASIC SERVICES

1. Site Visits and Data Collection

a. Site visits are necessary to account for current site conditions and identify features that could impact the project. Survey needs for detailed design will be identified and documented. Photographs and field verification of existing features will be completed during the field visit.

b. Previously completed reports and studies will be obtained and reviewed for relevant information regarding the existing utilities and roadways.

c. All available record drawings and information on the project area will be collected, reviewed, and used to the maximum degree possible. This includes preparing detailed information on the location of existing water distribution lines, sanitary sewer lines, and storm sewer lines.

d. The City of Baytown will conduct closed circuit television (CCTV) inspections of select sanitary sewer and drainage systems. The videos will be obtained from the City and fully reviewed to better understand the condition of the identified sanitary sewer and storm sewer pipes.

B. PUBLIC UTILITY IMPROVEMENT ANALYSIS

The existing water distribution system uses cast iron and PVC pipes. This project will evaluate the replacement of the cast iron pipes with PVC or HDPE pipes. According to data provided by the City, there is 22,396 linear feet (LF) of six-inch cast iron pipe and 3,036 LF of eight-inch cast iron pipe. Exhibit 1 shows the water lines considered for this project. Some water lines are located under the streets and some are located in backyard easements.

According to City data, the existing sanitary sewer system consists of 22,114 LF of pipes of various diameters. Exhibit 2 shows the sanitary sewer system considered for this project. Non-plastic sanitary sewer lines make up 9,159 LF of the system and will be replaced with PVC or HDPE pipes. The remaining sanitary sewer pipes will be evaluated for replacement. Some sanitary sewer lines are located under the streets and some are located in backyard easements.

The Morrell Park project area has 16,896 LF of asphalt pavement and 7,077 LF of concrete pavement. The table below provides the pavement condition index for the streets in the study area.

Condition	FT
Very Poor	962
Poor	3,322
Fair	6,657
Good	5,656
Satisfactory	7,375

1. Water Distribution System Upgrades

HR Green will prepare exhibits and cost estimates for replacement of cast iron pipes with plastic pipes in the project area. This task will include an analysis of different pipe materials and construction methods to determine the most cost-effective way to complete the water distribution system project. Pipes will be replaced with the same diameter as the existing pipes, unless upsizing is instructed by the City.

2. Sanitary Sewer System Upgrades
HR Green will prepare exhibits and cost estimates for replacement of all non-plastic sanitary sewer pipes in the project area. This task will include an analysis of different pipe materials and construction methods to determine the most cost-effective way to complete the water distribution system project. Additionally, this task will include recommendations for plastic sewer pipes that require replacement based on the CCTV review in Task A.1.d. Pipes will be replaced with the same diameter as the existing pipes, unless upsizing is instructed by the City.

3. Pavement Evaluation and Replacement
Based on the results of tasks 1 and 2 above, HR Green will determine the pavement that will be replaced as part of the water distribution, sanitary sewer, and drainage system (discussed below) upgrades. Additionally, HR Green will recommend other areas for pavement replacement based on the review of the pavement condition index and field visits.

4. Public Utilities Upgrade Documentation
HR Green will prepare exhibits to clearly illustrate the proposed improvements and impacted areas. The exhibits will show potential encroachment locations and document locations that could be challenging to complete construction. The documentation will include detailed cost estimates.

C. DRAINAGE DESIGN / ANALYSIS

The City of Baytown drainage master plan did not study the Morrell Park subdivision. HR Green will complete an existing conditions level of service analysis of the drainage system. The results of the analysis will be used to determine if drainage system improvements are required to meet current drainage criteria. Areas with deficient levels of service will be overlaid with pavement that is to be replaced to identify drainage systems that will be upgraded. We will coordinate with the City if drainage improvements are necessary beyond the limits of the proposed pavement replacement to determine if those improvements should be included in the design project. Exhibit 3 shows the existing storm sewer network.

1. Prepare and Evaluate Existing Drainage Area Maps
Existing conditions drainage area maps will be developed for the project area. Inlet/manhole level drainage areas will be developed for any storm sewers within the project limits. Trunkline analysis point drainage areas will be delineated for storm sewer systems outside the project limits. The existing conditions drainage area boundaries will be based on the best available data. Means for determining drainage area boundaries include but are not limited to as-built information, LiDAR, field visits, and City of Baytown GIS data. Extreme event and offsite drainage areas developed and included as part of the existing drainage area map.

2. Develop Hydraulic Model of Storm Sewer System
HR Green will develop a hydraulic model of the existing storm sewer system based on information collected. The hydraulic model will be used to determine the drainage level of service and be the baseline for proposed drainage system improvement alternatives.

3. Drainage System Improvement Recommendations
HR Green will determine the existing conditions level of service for the drainage system and determine areas that do not meet current City criteria. HR Green will develop drainage improvement alternatives including the sizing, location, elevation, and cover requirements for new or replacement storm sewers. The inlets and laterals will be refined as necessary to ensure sufficient intake and conduit capacity to meet current City drainage standards.

D. PRIVATE UTILITY ENGINEERING INVESTIGATION

Existing private utilities such as communication service lines, gas distribution lines, overhead power and communication lines and poles will all be compiled, investigated, evaluated, and depicted in exhibits per City's requirements.

Preliminary private utility exhibits will be prepared to assist with identifying the key utility relocation impacts, as the design is developed.

i. An exhibit drawing showing existing conditions of private utilities, based on records received from utility owners, will be laid out on current aerial photography.
ii. A table exhibit cataloging impacts to existing private utilities based on proposed design recommendation or new requirement considerations.

E. PROJECT MANAGEMENT, COST ESTIMATES, and DOCUMENTATION

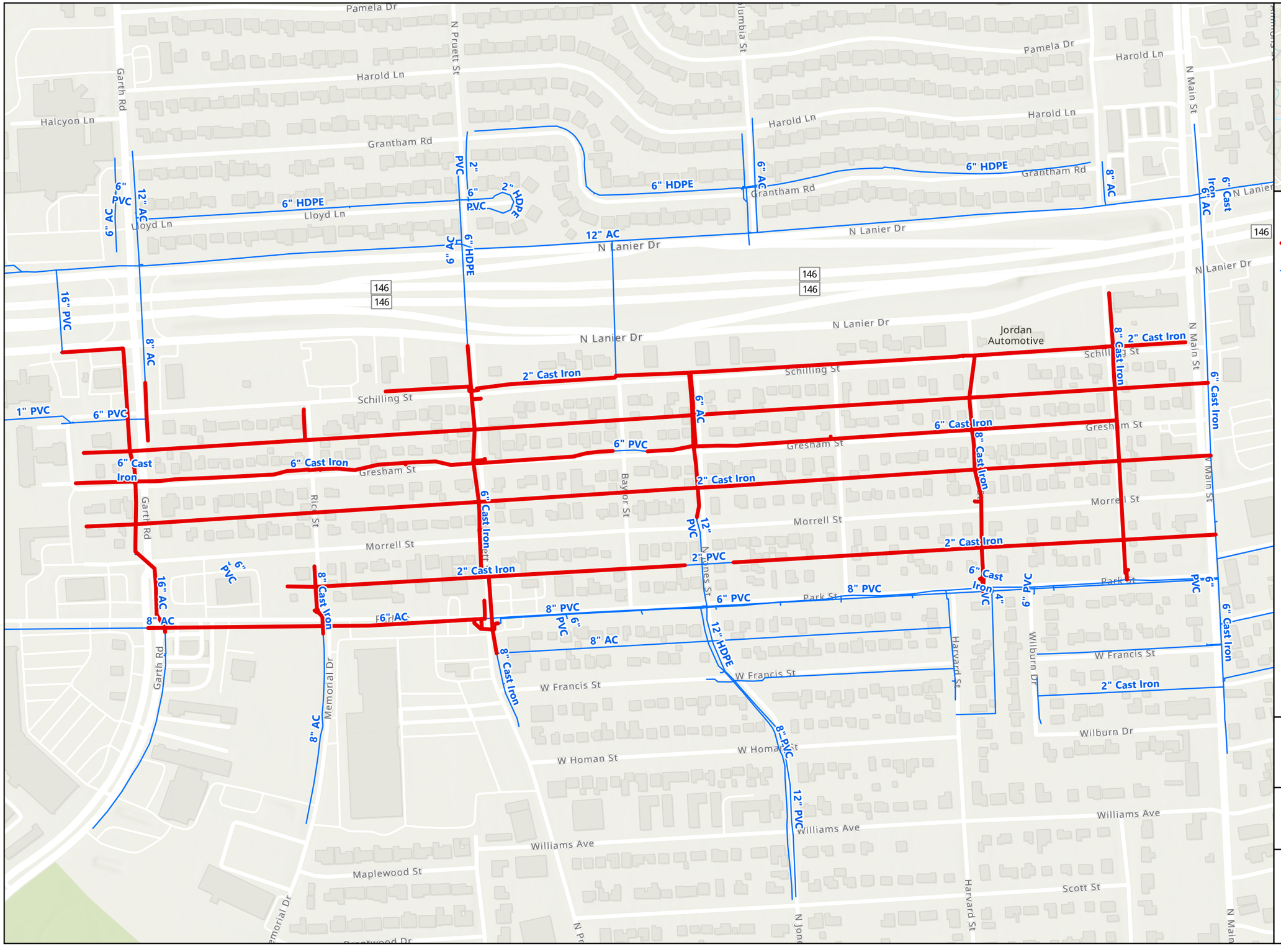
1. Project Management and Coordination
Project management activities are ongoing throughout the period of the contract and include items such as internal project management, kickoff meeting, monthly progress reports, invoices, and coordination with client and all relevant agencies.

2. Cost Estimates
Cost estimates will be prepared for each of the proposed improvement alternatives for water distribution system, sanitary sewer system, storm drainage system, and pavement modifications.

3. Documentation
HR Green will document the results of the various investigations and analyses in a technical report that includes exhibits and appendices. HR Green will prepare GIS files that can be used by the City's GIS department. The report will include cost estimate backup and all data collected.

4. Meetings/Presentation
HR Green will present the proposed improvements to the different City departments for comment and approval. A presentation will be prepared and will include alternatives, recommendations, and estimated cost of construction.

5. Documentation of Comments and Incorporating City Comments
HR Green will develop a letter report to document all the decisions, comments, and action items to be included in the technical report.





Legend

- Morrell Park
- Water Lines

Exhibit 1

HRGreen

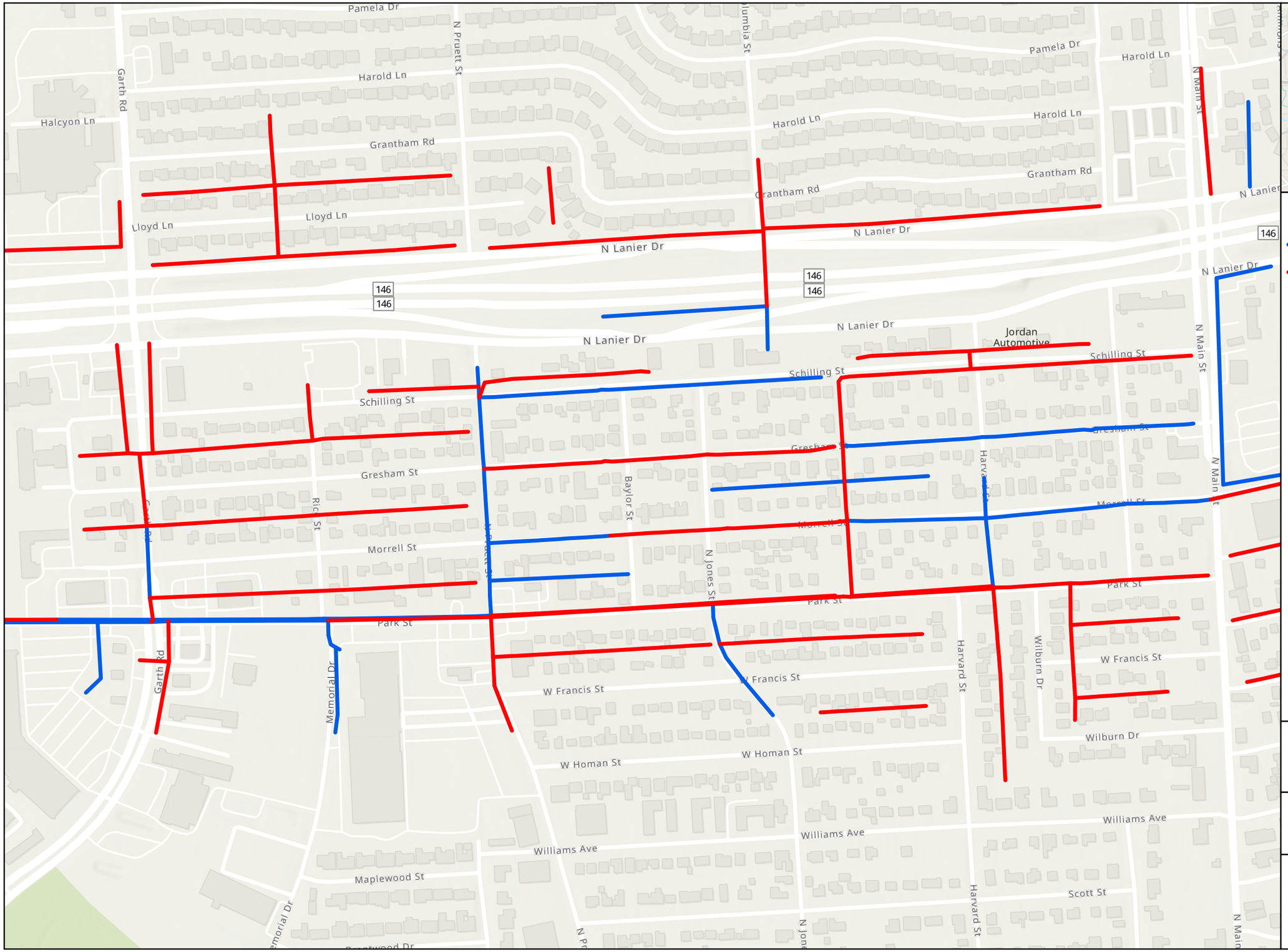
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Feet

Morrell Park

Water Lines





Legend

- Morrell Sewers Non Plastic
- Morrel Sewers (Plastic)

Exhibit 2

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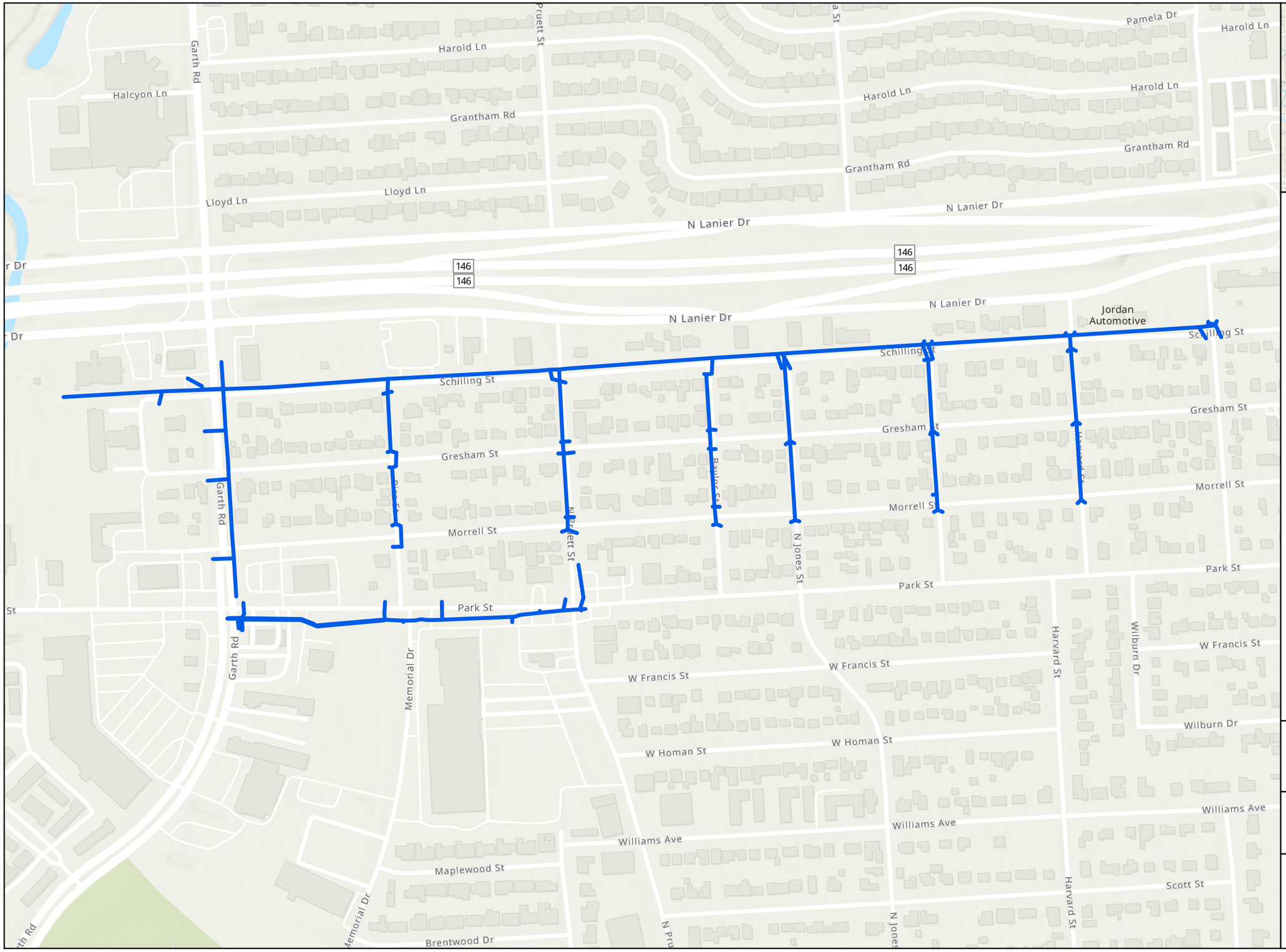
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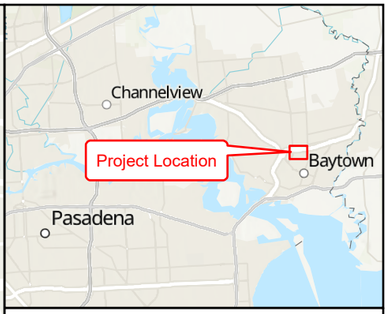
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Feet

Morrell Park

Wastewater Lines





Legend

Stormwater Pipes

Exhibit 3

HRGreen

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Feet

Morrell Park

Stormwater Lines

Exhibit B - Compensation and Professional Fees

MORRELL PARK SUBDIVISION INFRASTRUCTURE IMPROVEMENTS
PRELIMINARY ENGINEERING - LEVEL OF EFFORT

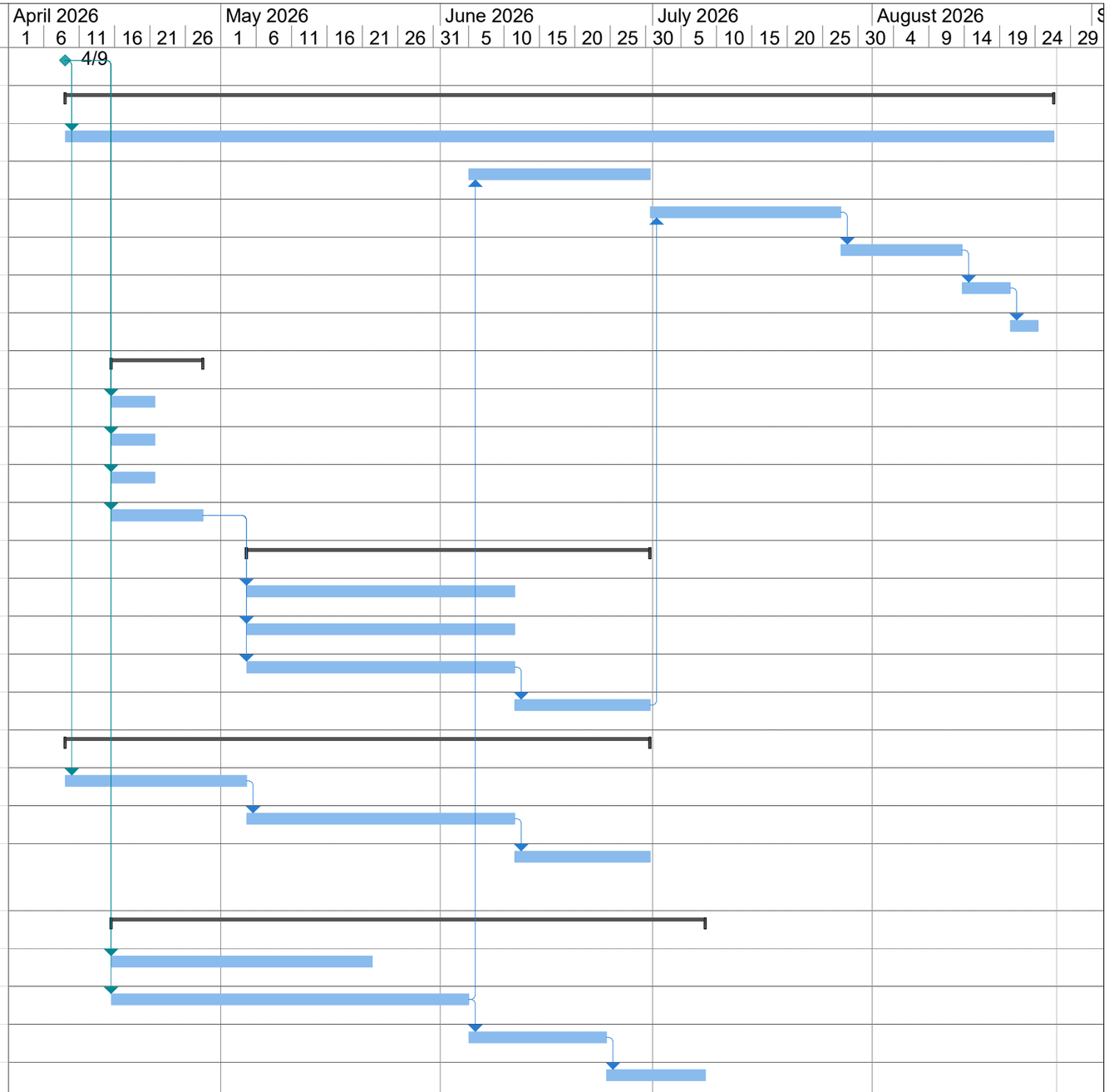
HRGreen

I. DESIGN CONCEPT REPORT/PRELIMINARY ENGINEERING

	DESCRIPTION OF WORK TASKS	PROJECT MANAGER	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH/GIS TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A.	**Basic Services**							
1	Site Visits and Data Collection		8	8			16	$2,280.00
2	Review Previous Studies and Reports		4	4			8	$1,140.00
3	Review Record Drawings		8	8			16	$2,280.00
4	Review CCTV Videos Provided by the City			16	16		32	$3,680.00
	Total	**0**	**20**	**36**	**16**	**0**	**72**	**$9,380.00**
B.	**PUBLIC UTILITY IMPROVEMENT ANALYSIS**							
1	Water Distribution System Upgrades	6	16	16	24		62	$8,550.00
2	Sanitary Sewer System Upgrades	2	16	16	24		58	$7,650.00
3	Pavement Evaluation and Replacement	4	16	16	24		60	$8,100.00
4	Public Utilities Upgrade Documentation	2	8	40	40		90	$10,970.00
	Total	**14**	**56**	**88**	**112**	**0**	**270**	**$35,270.00**
C.	**DRAINAGE ANALYSIS**							
1	Prepare and Evaluate Existing Drainage Area Maps	1	2	8	24		35	$4,155.00
2	Develop Hydraulic Model	4	36	60	16		116	$15,800.00
3	Drainage System Improvement Recommendations	1	8	24	24		57	$7,065.00
	Total	**6**	**46**	**92**	**64**	**0**	**208**	**$27,020.00**
D.	**PRIVATE UTILITY ENGINEERING INVESTIGATION**							
1	Gather and document Quality Level C & D	2	4	12			18	$2,550.00
2	Compile as-built information provided by the utility owners		8	18			26	$3,480.00
3	Private Utility Exhibit drawings	2	8	16	40		66	$8,090.00
4	Private Utility Coordination - Table exhibit	2	8	16			26	$3,690.00
	Total	**6**	**28**	**62**	**40**	**0**	**136**	**$17,810.00**
E.	**Project Management, Cost Estimates, and Documentation**							
1	Project Management	40	16	8		16	80	$13,640.00
2	Cost Estimates	2	8	24			34	$4,650.00
3	Technical Report	2	24	40	40		106	$13,610.00
4	Meetings/Presentation	8	8	24	16		56	$7,760.00
	Total	**52**	**56**	**96**	**56**	**16**	**276**	**$39,660.00**
	TOTAL HOURS	**78**	**206**	**374**	**288**	**16**	**962**	
	Contract Labor Rate	$225.00	$165.00	$120.00	$110.00	$65.00		
	TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	**$17,550.00**	**$33,990.00**	**$44,880.00**	**$31,680.00**	**$1,040.00**		**$129,140.00**

Exhibit C - Time Schedules

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Thu 4/9/26	Thu 4/9/26
2	**Project Management and Coordination**	110 days	Thu 4/9/26	Wed 8/26/26
3	Project Management	110 days	Thu 4/9/26	Wed 8/26/26
4	Cost Estimates	20 days	Fri 6/5/26	Tue 6/30/26
5	Techincal Report	20 days	Tue 6/30/26	Mon 7/27/26
6	City Review and Comment	15 days	Mon 7/27/26	Thu 8/13/26
7	Final Report	5 days	Thu 8/13/26	Thu 8/20/26
8	Meetings / Presentation	2 days	Thu 8/20/26	Mon 8/24/26
9	**Basic Services**	10 days	Wed 4/15/26	Tue 4/28/26
10	Site Visits	5 days	Wed 4/15/26	Tue 4/21/26
11	Review Previous Studies and Reports	5 days	Wed 4/15/26	Tue 4/21/26
12	Review Previous Plans and Record Drawings	5 days	Wed 4/15/26	Tue 4/21/26
13	Review CCTV Provided by the City	10 days	Wed 4/15/26	Tue 4/28/26
14	**Public Utility Improvement Analysis**	45 days	Mon 5/4/26	Tue 6/30/26
15	Water Distribution System Upgrades	30 days	Mon 5/4/26	Thu 6/11/26
16	Sanitary Sewer System Upgrades	30 days	Mon 5/4/26	Thu 6/11/26
17	Pavement Evaluation and Replacement	30 days	Mon 5/4/26	Thu 6/11/26
18	Documentation	15 days	Thu 6/11/26	Tue 6/30/26
19	**Drainage Analysis**	65 days	Thu 4/9/26	Tue 6/30/26
20	Prepare and Evaluate Existing Drainage Areas	20 days	Thu 4/9/26	Mon 5/4/26
21	Develop Hydraulic Model	30 days	Mon 5/4/26	Thu 6/11/26
22	Drainage System Improvement Recommendations	15 days	Thu 6/11/26	Tue 6/30/26
23	**Private Utility Investigation**	65 days	Wed 4/15/26	Wed 7/8/26
24	Gather and Document Quality Level C & D	30 days	Wed 4/15/26	Fri 5/22/26
25	Compile as-built information provided by utilities	40 days	Wed 4/15/26	Thu 6/4/26
26	Private Utility Exhibits	15 days	Fri 6/5/26	Wed 6/24/26
27	Private Utility Coordination - Table Exhibit	10 days	Wed 6/24/26	Wed 7/8/26



Morrell Park Improvements
Date: Mon 3/9/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Neighborhood Waterline Area - Morrell Park (WATR2801)

Project Name:

Company Name: HR Green, Inc.

Department: Public Works/Engineering/BAWA

Date: 05/14/2026 **Council Date:** 05/28/2026

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.

_____ 05/14/2026

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 6. 1.

Meeting Date: 05/28/2026
Subject: Consider an ordinance authorizing Change Order No. 3 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing Change Order No. 3 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.

PREFACE

This proposed ordinance authorizes Change Order No. 3 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc., in the amount of $36,860.08.

This change order is being requested to address design-related omissions and coordination conflicts identified during construction. As work progressed, it was determined that certain components required for a complete and compliant facility were not included in the original construction documents.

The project required the addition of a Thermostatic Mixing Valve (TMV) system to meet applicable plumbing and safety standards, which was not originally specified. In addition, conflicts between structural framing and plumbing systems for wall-mounted toilet installations required revisions to the framing layout to accommodate proper installation. A required elevator hoistway guide rail component was identified as missing from the original plans and has since been incorporated following review and approval by the design team.

The items were identified through the Request for Information (RFI) process and addressed in coordination with the design consultant to ensure the facility meets all operational and regulatory requirements. These costs were not included in the original contract and are necessary to complete the project as intended.

The original agreement was for $4,997,777.00. Change Order No. 1 was for $75,742.00. Change Order No. 2 was for $44,255.12. Change Order No. 3 is for $36,860.08. This brings the total of the project to $5,154,634.20.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 45123170-56938
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $36,860.08
Fiscal Impact (Additional Information):
WWTP2304-2024COWAST-CONSTRUCTI-C.O./BONDS

Attachments

Ordinance - Tegrity Change Order
Exhibit A - Change Order No. 3 - Tegrity Contractors, Inc. - West Dist. WWTP Operations Building
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 3 IN THE AMOUNT OF THIRTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY AND 08/100 DOLLARS ($36,860.08) FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT OPERATIONS BUILDING PROJECT WITH TEGRITY CONTRACTORS, INC,; 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 does hereby authorize Change Order No. 2 in the amount of THIRTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY AND 08/100 DOLLARS ($36,860.08) for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.,. A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING
2123 Market St.
Baytown, Texas 77520

CHANGE ORDER

West District Wastewater Treatment Plant Operations Building

Date of Issuance:	4/22/2026	**Change Order No.:**	3
Contractor:	Tegrity Contractors, Inc	**CoB Project No.:**	WWTP2304
Designer:	Huitt Zollar	**Contract No.:**	4250148

Explanation:

This change order addresses scope modifications required to resolve design omissions and conflicts identified during construction. The original construction documents did not include a specification for the Thermostatic Mixing Valve (TMV) system, which was later determined to be necessary to meet applicable plumbing and safety standards, resulting in additional material costs (RFI#51). Conflicts between the framing layout and plumbing requirements for restroom carrier installations on the first and second floors were identified, requiring design revisions and associated material and labor adjustments (RFI #72 and #73). A required elevator hoistway guide rail was not included in the original plans, and was subsequently addressed through a design-team approved solution (RFI#71). These items were not included in the original bid documents and are necessary to provide a complete and functional facility.

Description of Work	**Cost**	**Time**
1 Thermostatic Mixing Valve System (RFI#51)	$ 2,943.43	0 Days
2 Framing Layout for Wall Mount Toilets (RFI#72 & 73)	$ 2,941.65	0 Days
3 Elevator Hoistway Guide Rail (RFI#71)	$ 30,975.00	20 Days

Please attach back-up documentation

Cost & Time Change Summary		**Cost**	**Time**
Original Contract:		$ 4,997,777.00	450 Days
Previous Change Order(s):		$ 119,997.12	0 Days
Contract prior to this change order:		$ 5,117,774.12	0 Days
Net increase (decrease) from this change order		$ 36,860.08	20 Days
Revised Contract:		**$ 5,154,634.20**	**470** Days
Percent increase (decrease) this Change Order	+ 0.74%		
Percent increase (decrease) all Change Orders	+ 3.1%		

RECOMMENDED:
By: _____ Date: 5/12/2026
Design Engineer

RECOMMENDED:
By: Sharon.Valiente Digitally signed by Sharon.Valiente DN: E=Sharon.Valiente@baytown.org, CN=Sharon.Valiente, OU=Public Works Users, OU=Public Works Dept., DC=baytown, DC=net Date: 2026.05.13 15:54:56-05'00' Date:
Sharon Valiante, Interim Director, Public Works & Engineering

ACCEPTED*:
By: _____ Date: 5/12/2026
Contractor

FINANCE APPROVAL:
By Teresa McKenzie Date: 05/20/2026
Teresa McKenzie, Chief Financial Officer

RECOMMENDED:
By: _____ Date: 05/12/2026
Project Manager

APPROVED:
By _____ Date: _____
Jason E. Reynolds, City Manager

VERIFIED:
By: _____ Date: 5/12/26
Business Asset Team Member

*Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes included all costs associated with this Change Order.

No work is to be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in the change order until the Contractor's pay estimate is updated.

Revise the project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the following changes identified for the contract value and/or contract time shown, are made part of the contract.

PCCO #08

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013
Phone: (972) 562-6060

Project: 24-150 - WWTP Operations Building
1510 East Freeway
Baytown, Texas 77521

Prime Contract Change Order #08: PCO #08 - TMV-1

TO:	**City of Baytown**	**FROM:**	**Tegrity Contractors, Inc.** 202 N. Allen Drive, Suite E Allen, Texas 75013
DATE CREATED:	12/08/2025	**CREATED BY:**	Corinna Garcia **(Tegrity Contractors, Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	02/11/2026
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Prime Contract
		TOTAL AMOUNT:	$2,943.43

DESCRIPTION:
The TMV spec was not provided. We have now been provided a spec and material has increased.

ATTACHMENTS:
Baytown WWTP TMV change order .docx, RFI 051_TMV_HZ Response_250916 (1).pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	22 0000.S Plumbing Misc.	TMV-1	$2,803.27
		Subtotal:	**$2,803.27**
		CG/ Fees (12.00% Applies to all line item types) (5.00%):	$140.16
		Grand Total:	**$2,943.43**

The original (Contract Sum)	$4,997,777.00
Net change by previously authorized Change Orders	$48,829.82
The contract sum prior to this Change Order was	$5,046,606.82
The contract sum will be increased by this Change Order in the amount of	$2,943.43
The new contract sum including this Change Order will be	$5,049,550.25

The contract time will not be changed by this Change Order.

City of Baytown

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

Public Works & Engineering
2123 Market St
Baytown, Texas 77520
P: (281) 420-7154

Project: WW2304 West District Wastewater Treatment Plant
Operations Building
1510 E IH 10
Baytown, Texas 77521

RFI #51: TMV-1

Revision	0	**Status**	Open
To	Johana Campos (City of Baytown)	**From**	Corinna Garcia (Tegrity Contractors)
Date Initiated	Sep 10, 2025	**Due Date**	Sep 15, 2025
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	TW Mechanical
Linked Drawings			
Received From			
Copies To	Brett Allen (Tegrity Contractors), Johana Campos (City of Baytown), Monica Cisneros (City of Baytown), Rafael Errisuriz (City of Baytown), Corinna Garcia (Tegrity Contractors), Daniel Garduno (Huitt-Zollars), Patrick Hearne (Raba Kistner), Ryan Napitupulu (Huitt-Zollars), Rusty Robinson (Tegrity Contractors), Roger Roulette Jr (Tegrity Contractors), Faisal Saeed (City of Baytown) , Leon Westerbeck (Huitt-Zollars)		

Activity

Question

Question from Corinna Garcia Tegrity Contractors *on Thursday, Sep 4, 2025 at 04:01 PM CDT*

We are in need of description and model number for the TMV-1. There is no information given. Shown on a detailed drawing P-502.

Attachments
tmv-1.pdf

Awaiting an Official Response

RFI Transmittal

Denver, CO

PROJECT:	City of Baytown WDWWTP Ops Bldg Phase 2 R315027.02	DATE SENT:	9/11/2025
SUBJECT:	RFI 051_TMV-1	RFI ID:	51
TYPE:	RFI	TRANSMITTAL ID:	00170
ACTION:	Answered	VIA:	Client CM System

FROM

NAME	COMPANY	EMAIL	PHONE
Paul DiGiovanni		pdigiovanni@Huitt-Zollars.com	303.740.7325

TO

NAME	COMPANY	EMAIL	PHONE
Ryan Napitupulu		rnapitupulu@Huitt-Zollars.com	713.622.1180

REMARKS: Provide Leonard Next Generation ECO-MIX Model TM-1520B-LF-DT-IT-TC or approved equal.
Response by: Paul DiGiovanni, PE (CO, TX), HZI, 9/11/2025

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE
1	6/2/2016	1017 Leonard TM-1520B-LF-DT.pdf			

TW MECHANICAL
1005 Airline Dr, Ste A
Katy, TX 77943
(P) 281.371.3388
(F) 281.599.3338
MPL# M-42141 TACLA104079C

October 17, 2025

202 N Allen Drive, Suite E
Allen, TX 75013
Attn: Brett Allen

Ref: Baytown West District WWTP

Brett,

We are issuing a change order in the amount of $2803.27 dollars for the new TMV thaw was specked.

- The budget for the original TMV was $2,500
- The new TMV that they specked is 4,821.15
- The 10 percent markup is $482.12

Thermostatic Mixing Valve (TMV)

Calculation
$4,821.15 - new TMV
+ $482.12 - 10% markup
sum =$5,303.27

$5,303.27 - Sum of New TMV
- $2,500.00 - Reduction of amount previously budgeted
SUM= $2,803.27

Sincerely,

Jonathan Parker

Jonathan Parker
Project Manager
TW MECHANICAL
Jonathan@twmechanical.com

PCCO #09

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013
Phone: (972) 562-6060

Project: 24-150 - WWTP Operations Building
1510 East Freeway
Baytown, Texas 77521

Prime Contract Change Order #09: PCO #09 - Framing Change Order

TO:	**City of Baytown**	**FROM:**	**Tegrity Contractors, Inc.** 202 N. Allen Drive, Suite E Allen, Texas 75013
DATE CREATED:	1/22/2026	**CREATED BY:**	Corinna Garcia **(Tegrity Contractors, Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	02/12/2026
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Prime Contract
		TOTAL AMOUNT:	$2,491.65

DESCRIPTION:

Materials and labor associated with added framing and reworking framing as needed per RFI #72 & #73 for 1st floor and 2nd floor restrooms

ATTACHMENTS:
WWTP Baytown - RFI 72 and 73 Framing Change Order Breakdown.xlsm, RFI 072_WC Carriers In Chase FLoor 1_HZ Response_260116 (1).pdf, RFI 073_Restroom 204A_HZ Response_260116 (1).pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	09 2000.S Framing and Drywall	Framing Change Order	$2,373.00
		Subtotal:	**$2,373.00**
		CG/ Fees (5.00% Applies to all line item types) (5.00%):	$118.65
		Grand Total:	**$2,491.65**

The original (Contract Sum)	$4,997,777.00
Net change by previously authorized Change Orders	$51,773.25
The contract sum prior to this Change Order was	$5,049,550.25
The contract sum will be increased by this Change Order in the amount of	$2,491.65
The new contract sum including this Change Order will be	$5,052,041.90
The contract time will not be changed by this Change Order.	

PCCO #09

City of Baytown

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

Millard Drywall

COP Subcontractor Breakdown Summary

Customer: Tegrity Contractors
Project Name: WWTP Baytown
Project #: TCI0125
Reference Doc: RFI #72 & RFI #73

COP No. 3
Date: 1/20/26

Description: **Materials and labor associated with added framing and reworking framing as needed per RFI #72 & #73 for 1st floor and 2nd floor restrooms. Excludes* Any other areas or scopes of work not noted in these RFI's.**

1. CRAFT LABOR COSTS		$ 1,850
2. MATERIALS COSTS		$ 213
3. EQUIPMENT COSTS		$ -
	SUBTOTAL 1,2,& 3	$ 2,063
4. OVERHEAD	**15%**	$ 310
5. ALLOWANCE FOR PROFIT	**0%**	$ -
6. SUBCONTRACTORS		
a. Subcontractor 1	**$ -**	
b. Subcontractor 2	**$ -**	
c.	**$ -**	
d.	**$ -**	
	SUBCONTRACT SUBTOTAL 6	$ -
7. OVERHEAD ON SUB	**10%**	$ -
8. ALLOWANCE FOR PROFIT ON SUB	**5%**	$ -
	TOTAL COST 1 THRU 8	$ 2,373

Public Works & Engineering
2123 Market St
Baytown, Texas 77520
P: (281) 420-7154

Project: WW2304 West District Wastewater Treatment Plant
Operations Building
1510 E IH 10
Baytown, Texas 77521

RFI #72: WC CARRIERS IN CHASE FLOOR 1

Revision	0	**Status**	Open
To	Leon Westerbeck (Huitt-Zollars) Ryan Napitupulu (Huitt-Zollars)	**From**	Corinna Garcia (Tegrity Contractors)
Date Initiated	Jan 14, 2026	**Due Date**	Jan 28, 2026
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To	Brett Allen (Tegrity Contractors), Johana Campos (City of Baytown), Monica Cisneros (City of Baytown), Rafael Errisuriz (City of Baytown), Corinna Garcia (Tegrity Contractors), Daniel Garduno (Huitt-Zollars), Patrick Hearne (Raba Kistner), Ryan Napitupulu (Huitt-Zollars), Rusty Robinson (Tegrity Contractors), Roger Roulette Jr (Tegrity Contractors), Faisal Saeed (City of Baytown) , Leon Westerbeck (Huitt-Zollars)		

Activity

Question

Question from Corinna Garcia Tegrity Contractors *on Wednesday, Jan 14, 2026 at 01:22 PM CST*

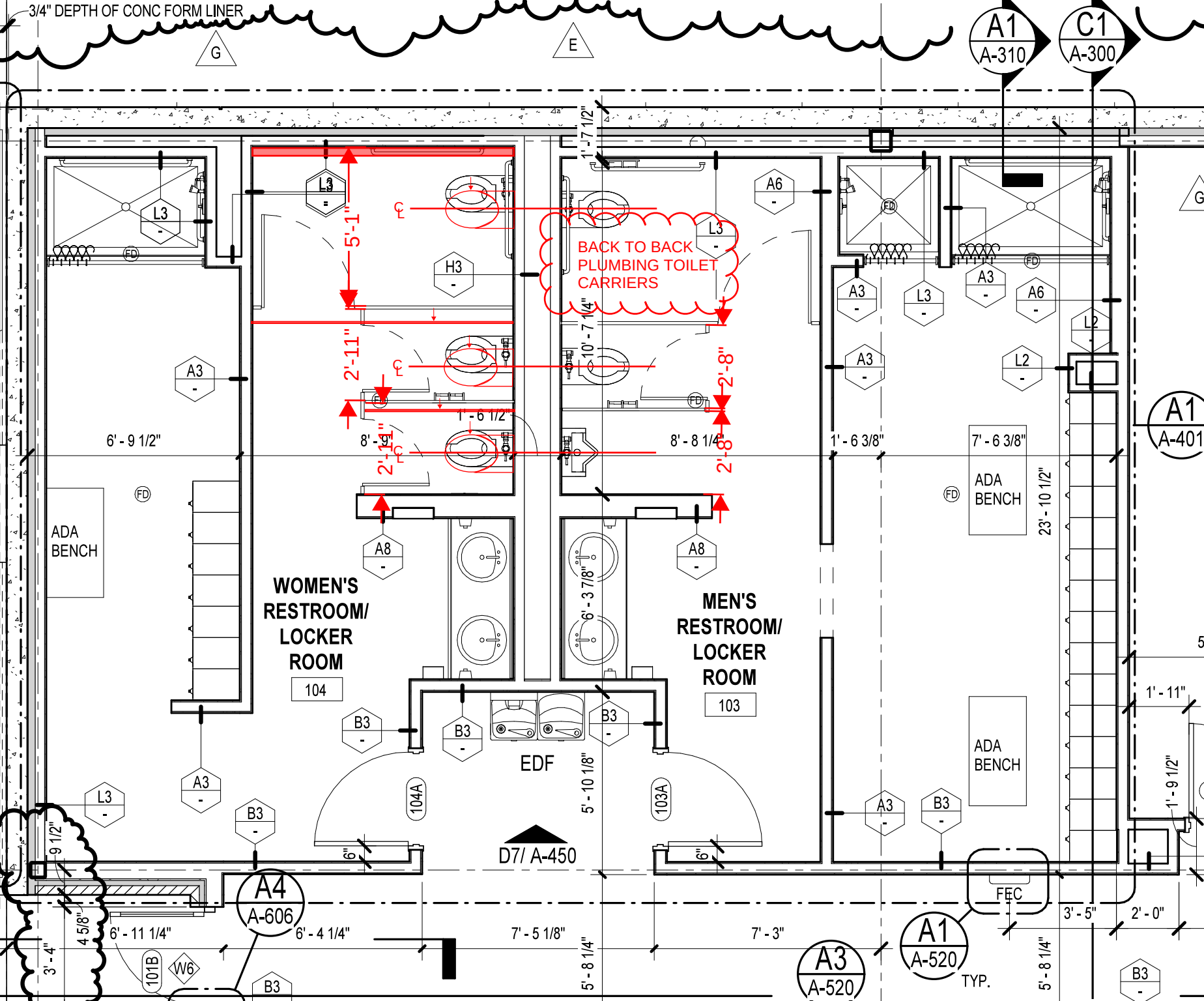
There is currently not enough space on the first floor in the plumbing chase for the Men's (103) and Women's (104) Restrooms to fit the waste main in the chase since the plumbing toilet fixtures are offset. We recommend adding a furring out wall at the north wall of the Women's Restroom to match the north wall as shown in the Men's Restroom and shift the carriers so that they are back-to-back (see attached sketch RED markups). Another option would be to widen the entire plumbing chase 24" inches but this would significantly affect the adjacent rooms.

Attachments
RFI BAYTOWN WWTP WC CARRIERS IN CHASE FLOOR 1.docx, Men 103 and Women 104 Restrooms.pdf

Awaiting an Official Response

Proposed solution to add a furr out wall at the north wall of the Women's Restroom to match the north wall of the Men's Restroom is acceptable.

Ryan Napitupulu
Huitt-Zollars Inc.
1/16/26


3/4" DEPTH OF CONC FORM LINER
G
E
A1
A-310
C1
A-300
BACK TO BACK
PLUMBING TOILET
CARRIERS
5'-1"
2'-11"
2'-11"
2'-8"
2'-8"
1' - 7 1/2"
10' - 7 1/4"
1' - 6 1/2"
8' - 9"
8' - 8 1/4"
6' - 9 1/2"
1' - 6 3/8"
7' - 6 3/8"
ADA
BENCH
ADA
BENCH
ADA
BENCH
23' - 10 1/2"
WOMEN'S
RESTROOM/
LOCKER
ROOM
104
MEN'S
RESTROOM/
LOCKER
ROOM
103
6' - 3 7/8"
EDF
104A
103A
5' - 10 1/8"
D7/ A-450
A4
A-606
A1
A-520
TYP.
A3
A-520
A1
A-401
FEC
6' - 11 1/4"
6' - 4 1/4"
7' - 5 1/8"
7' - 3"
3' - 5"
2' - 0"
5' - 8 1/4"
5' - 8 1/4"
3' - 4"
4 5/8"
9 1/2"
1' - 11"
1' - 9 1/2"
101B
W6
6"
6"
L3
H3
A3
A6
A8
B3
L2
FD

Public Works & Engineering
2123 Market St
Baytown, Texas 77520
P: (281) 420-7154

Project: WW2304 West District Wastewater Treatment Plant
Operations Building
1510 E IH 10
Baytown, Texas 77521

RFI #73: Restroom 204 A

Revision	0	**Status**	Open
To	Leon Westerbeck (Huitt-Zollars) Ryan Napitupulu (Huitt-Zollars)	**From**	Corinna Garcia (Tegrity Contractors)
Date Initiated	Jan 14, 2026	**Due Date**	Jan 28, 2026
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To	Brett Allen (Tegrity Contractors), Johana Campos (City of Baytown), Monica Cisneros (City of Baytown), Lionel Elder (Tegrity Contractors), Rafael Errisuriz (City of Baytown), Corinna Garcia (Tegrity Contractors), Patrick Hearne (Raba Kistner), Ryan Napitupulu (Huitt-Zollars), Rusty Robinson (Tegrity Contractors), Roger Roulette Jr (Tegrity Contractors) , Faisal Saeed (City of Baytown), Jonathon Traigle (City of Baytown), Leon Westerbeck (Huitt-Zollars)		

Activity

Question

Question from Corinna Garcia Tegrity Contractors *on Wednesday, Jan 14, 2026 at 11:52 AM CST*

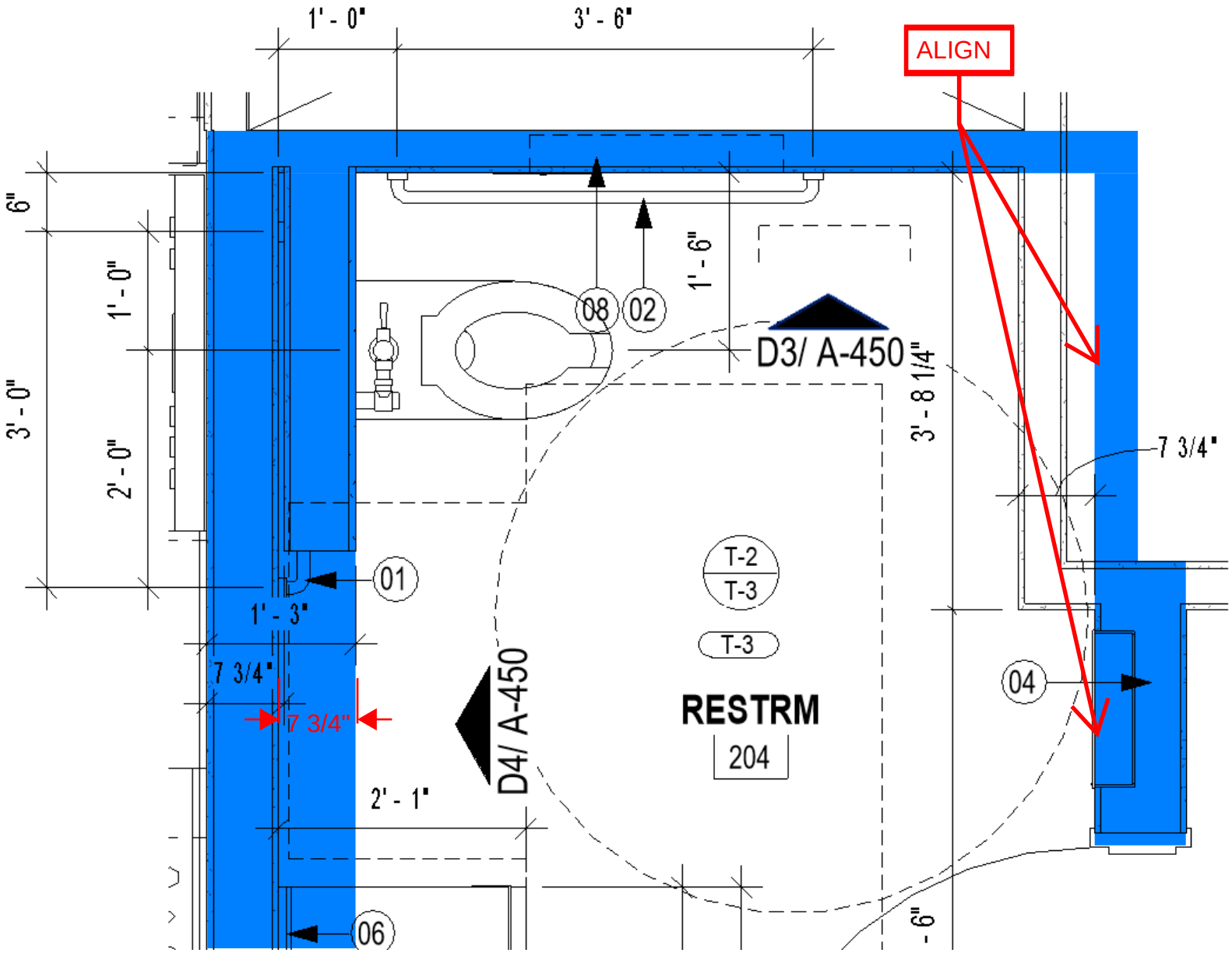
The current 6" metal stud wall does not permit sufficient space for the new toilet carrier. Please see the attached sketch (blue) with the proposed plumbing chase and relocation of east wall as an acceptable solution for the new plumbing toilet carrier with the intent to maintain the ADA requirements for the 5'-0" circular clearance.
In addition, the door frame with 5-3/4" jamb depth for door no. 204A has been approved, ordered, and expected to be delivered on Friday, 01/16/26. The drawings call out an 8" metal stud frame. Is it acceptable to relocate the entry door at Restroom 204 to the south wall so that we do not have to reorder, repurchase, and wait on extended long lead time to fit A8 wall partition. See markups in red on the attached sketch.

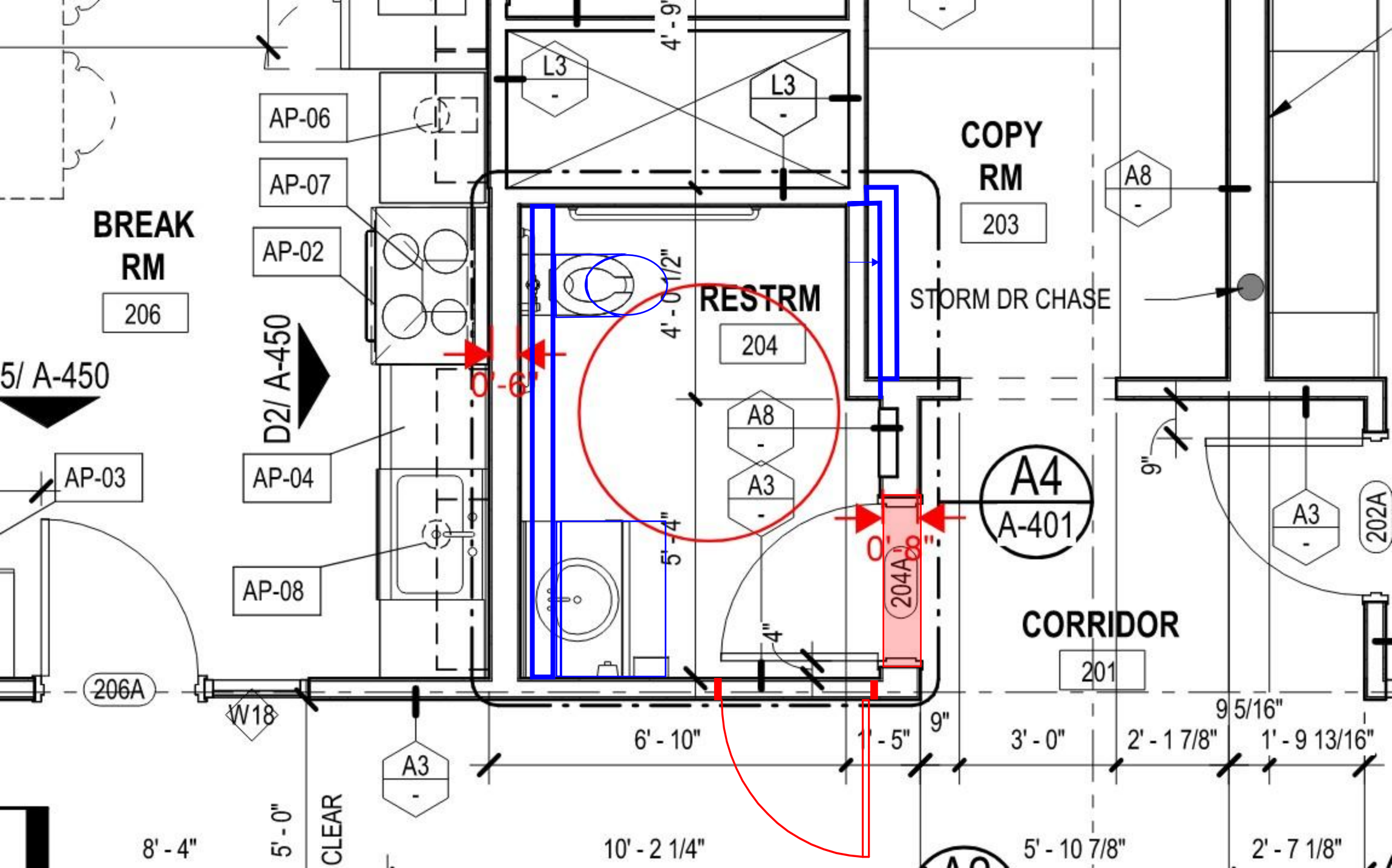
Attachments
Restroom 204A.pdf

Awaiting an Official Response

Proposed solution is acceptable. Refer to attached sketch. New RR plan west wall finish face will be 7-3/4" from previous finish face. Plan west wall to align with adjacent wall. Entry door relocation to plan south wall is acceptable.

Ryan Napitupulu
Huitt-Zollars Inc.
1/16/26


ALIGN
1' - 0"
3' - 6"
6"
1' - 0"
3' - 0"
2' - 0"
1' - 6"
08
02
D3/ A-450
3' - 8 1/4"
7 3/4"
01
1' - 3"
7 3/4"
7 3/4"
T-2
T-3
T-3
RESTRM
204
04
D4/ A-450
2' - 1"
06
-6"


BREAK RM
206
COPY RM
203
RESTRM
204
CORRIDOR
201
STORM DR CHASE
AP-02
AP-03
AP-04
AP-06
AP-07
AP-08
L3
A8
A3
A4
A-401
D2/ A-450
5/ A-450
206A
W18
202A
204A
0'-6"
0'-8"
4' - 0 1/2"
5' - 4"
4' - 9"
4"
9"
6' - 10"
1' - 5"
9"
3' - 0"
2' - 1 7/8"
1' - 9 13/16"
9 5/16"
8' - 4"
5' - 0"
CLEAR
10' - 2 1/4"
5' - 10 7/8"
2' - 7 1/8"

PCCO #13

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013
Phone: (972) 562-6060

Project: 24-150 - WWTP Operations Building
1510 East Freeway
Baytown, Texas 77521

Prime Contract Change Order #13: PCO #13 - Guardrail Additions/ Elevator Hoistway

TO:	**City of Baytown**	**FROM:**	**Tegrity Contractors, Inc.** 202 N. Allen Drive, Suite E Allen, Texas 75013
DATE CREATED:	2/23/2026	**CREATED BY:**	Corinna Garcia **(Tegrity Contractors, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	20 days
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Prime Contract
		TOTAL AMOUNT:	$30,975.00

DESCRIPTION:

Guardrail addition and Elevator Hostway correction. RFI 70

ATTACHMENTS:
BWTP Price Change - TC.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	05 0501.S Structural Steel Erection	Guardrail Additions	$22,500.00
2	05 0000.S Structural Steel Fabrication	Elevator Hoistway	$7,000.00
		Subtotal:	**$29,500.00**
		CG/ Fees (12.00% Applies to all line item types) (5.00%):	$1,475.00
		Grand Total:	**$30,975.00**

The original (Contract Sum)	$4,997,777.00
Net change by previously authorized Change Orders	$54,887.55
The contract sum prior to this Change Order was	$5,052,664.55
The contract sum would be changed by this Change Order in the amount of	$30,975.00
The new contract sum including this Change Order will be	$5,083,639.55

The contract time will be increased by this Change Order by 20 days.

PCCO #13

City of Baytown

Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

Public Works & Engineering
2123 Market St
Baytown, Texas 77520
P: (281) 420-7154

Project: WW2304 West District Wastewater Treatment Plant
Operations Building
1510 E IH 10
Baytown, Texas 77521

RFI #71: Elevator Guide Rail

Revision	0	**Status**	Open
To	Leon Westerbeck (Huitt-Zollars) Ryan Napitupulu (Huitt-Zollars)	**From**	Corinna Garcia (Tegrity Contractors)
Date Initiated	Jan 12, 2026	**Due Date**	Jan 26, 2026
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To	Brett Allen (Tegrity Contractors), Johana Campos (City of Baytown), Monica Cisneros (City of Baytown), Rafael Errisuriz (City of Baytown), Corinna Garcia (Tegrity Contractors), Ryan Napitupulu (Huitt-Zollars), Rusty Robinson (Tegrity Contractors), Roger Roulette Jr (Tegrity Contractors) , Faisal Saeed (City of Baytown), Leon Westerbeck (Huitt-Zollars)		

Activity

Question

Question from Corinna Garcia Tegrity Contractors *on Friday, Jan 9, 2026 at 01:19 PM CST*

After elevator installer inspections the structural steel needed for the guide rails was insufficient. there is a total of 3 needed per the elevator installer. The steel for the 3rd column will match the steel originally design but in moving this steel please provide a detail of how to anchor the bottom into the concrete slab.

Suggestion: Steel angels that will be wedge anchored into the slab and then angle size and required weld for base connection. Upper connection will match previous connection detail.

Attachments
24-150 - RFI # ___ - Elevator Guide Rail addition.pdf

Awaiting an Official Response

Please provide angles and anchors similar to RFI 60.

Thanks,

Daniel Garduno, Structural E.I.T.
Concept Engineers Inc.
01.15.2026

CHANGE ORDER / PRICE ADJUSTMENT

Project/Job: Baytown Water Treatment Plant

Change Description: Guardrail addition.

Description	Hours	Rate	Amount
Guardrail addition – labor & equipment (summary)	16	See breakdown	$6,880.00
Breakdown (16 hours): 1 Foreman @ $90/hr = $1,440.00; 4 Iron Workers @ $70/hr = $4,480.00; 2 Welding Machines @ $35/hr = $1,120.00.			$6,880.00

Labor: $6,880
Material: $15,620

Total: $22,500

CHANGE ORDER / PRICE ADJUSTMENT

Project/Job: Baytown Water Treatment Plant

Change Description: Elevator hoistway conflict correction

Description	Hours	Rate	Amount
Elevator hoistway conflict correction		See breakdown	$7,000.00
Breakdown: 16 hours: 1 Foreman @ $90/hr = $1,440.00; 4 Iron Workers @ $70/hr = $4,480.00; 2 Welding Machines @ $35/hr = $1,120.00. Torch: 8 hours @ $15/hr = $120.00.	16 (+8)		$7,000.00

Subtotal: $7,000.00

Total: $7,000.00

Amount Due: $7,000.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: West District Wastewater Treatment Plant Operations Building (WWPT2304)

Company Name: Tegrity Contractors, Inc.

Department: Public Works/Engineering/BAWA

Date: 05/14/2026 **Council Date:** 05/28/2026

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 — Date: 05/14/2026

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 6. m.

Meeting Date: 05/28/2026
Subject: Consider an ordinance granting a pipeline permit to Targa Gulf Coast NGL Pipeline LLC., for one 30-inch Natural Gas Liquids Pipeline
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance granting a pipeline permit to Targa Gulf Coast NGL Pipeline LLC., for one 30-inch Natural Gas Liquids Pipeline within the Extra-Territorial Jurisdiction ("ETJ") of the City of Baytown, Harris County, Texas.

PREFACE

This proposed ordinance approves granting a pipeline permit (EO26020001) to Targa Gulf Coast NGL Pipeline LLC., for one 30-inch Natural Gas Liquids ("NGL") Pipeline within the Extra-Territorial Jurisdiction ("E.T.J.") of the City of Baytown, Harris County, Texas. Approximately 10.9 miles in length, at a minimum typical depth of 4 feet.

The pipeline will cross: The Costal Water Authority Canal, Harris County Flood Control District ("HCFCD") Unit Q100-00-00 Cedar Bayou, Hadden Road, HCFCD Unit Q119-00-00 Ash Gully, North Main Street, Barbers Hill Road, Garth Road, Glenwood Drive, Fairview Drive, Danek Road, Sralla Road, HCFCD Unit O200-00-00 Spring Gully, and Eagleton Lane. This pipeline will carry natural gas liquids and have a maximum allowable operating pressure of 1440 pound per square inch gauge.(psig).

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

Ordinance - Pipeline Permit
Exhibit A - Pipeline Permit Application- Targa Gulf Coast NGL Pipeline, LLC
Exhibit B - Site Map
Permit Report - Targa Gulf Coast NGL Pipeline, LLC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE APPLICATION FOR PIPELINE PERMIT OF TARGA GULF COAST NGL PIPELINE LLC, TO INSTALL A THIRTY-INCH NATURAL GAS LIQUIDS PIPELINE IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BAYTOWN, TEXAS; ESTABLISHING THE AMOUNT OF THE BOND; AUTHORIZING AND DIRECTING THE DIRECTOR OF ENGINEERING TO ISSUE THE PERMIT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Targa Gulf Coast NGL Pipeline LLC ("Targa"), has submitted a pipeline application to install a thirty-inch natural gas liquids pipeline in the extraterritorial jurisdiction of the City of Baytown ("Pipeline"); and

WHEREAS, the Director of Engineering/Director of Public Works, based upon the assessment of the Director of Planning and Community Development, the Fire Chief, and the Emergency Management and Preparedness Coordinator as to compliance with Article V of Chapter 34 of the Code of Ordinances of the City of Baytown, Texas, and based upon her examination of the applications and plans for the Pipeline, has issued a report to the City Council recommending granting the permit for the Pipeline; and

WHEREAS, the City Council has received such report and has determined that, based upon the representations of Targa, the application meets all applicable provisions of Article V of Chapter 34 of the Code of Ordinances of the City of Baytown, Texas, as well as all federal and state regulations; NOW THEREFORE,

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

Section 1: That, subject to receipt of the bond specified in Section 3 hereof, the City Council of the City of Baytown hereby approves the application for pipeline permit, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to Targa, for the Pipeline described therein, and authorizes and directs the Director of Engineering to execute such permit.

Section 2: That, Targa shall construct the Pipeline as referenced in the Site Map attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

Section 3: That, subject to receipt of the bond specified in Section 3 hereof, the City Council of the City of Baytown hereby authorizes and directs the City Manager and the City Clerk to execute and attest to an indemnity agreement with Targa NGL Pipeline Company, LLC, corresponding to the Pipeline.

Section 4: That the City Council of the City of Baytown hereby establishes ONE-MILLION AND NO/100 DOLLARS ($1,000,000.00) as the amount of the bond or other form of security satisfactory to the City, which shall be tendered prior to any construction, repair, adjustment, relocation or replacement of the pipeline pursuant to Section 34-233 of the Code of Ordinances, Baytown, Texas.

Section 5: 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

Permit No. EO26020001

PIPELINE APPLICATION

Company Name: Targa Gulf Coast NGL Pipeline LLC		Principal Contact for Submittal Information: Norman Winter : NWinter@targaresources.com	
Address: 811 Louisiana Street, Suite 2100, Houston, TX 77002		Title of Principal Contact: VP of Land and Right of Way	
City: Houston	State: Texas	Principal Contact's Phone Number: 713-584-1559	Principal Contact's Facsimile Number: N/A
Company's Phone Number: 713-584-1559	Company's Facsimile Number: N/A	Twenty-Four Hour Emergency Contact: Pipeline Control Center	
Person Submitting Application: David Turnbo: david.turnbo@transgloballlc.com		Title of Twenty-Four- Hour Emergency Contact: Pipeline Control Center	
Tille of Person Submitting Application: Right-of-Way Agent		Emergency Contact's Phone Number: 713-584-1000 1-800-483-9568	Emergency Contact's Facsimile Number: N/A
Applicant's Phone Number: 713-252-2151	Applicant's Facsimile Number: N/A		

Origin Point: Targa Facility, Mont Belvieu, Texas	Destination Point: Targa Facility, Federal Road, Houston, Texas
Maximum Allowable Operating Pressure: 1440 psig	Nominal Operating Pressure: 1350 psig
Maximum Allowable Temperature (if applicable): N/A	Design Strength for Unregulated Pipelines: N/A

- Attach a description of the substance(s) to be transported and include any applicable Material Safety Data Sheets.
- Attach engineering plans, drawings and/or maps with summarized specifications showing the horizontal pipeline location, pipeline covering depths, and location of shutoff valves. (To the extent that information can be reasonably obtained, drawings must show the location of other pipelines and utilities which will be crossed or paralleled within five feet(5')).
- Attach a description of the consideration given to API, ANSI and all other applicable public safety standards and the avoidance of existing inhabited structures and congregated areas.
- Attach a summary description of the time, location, manner, means and methods of the proposed construction, including, but not limited to, the following:

  (i) Detailed cross section/profile drawings for all public way crossings if requested by the director or emergency management and preparedness coordinator.

  (ii) A plan accurately showing the location, course and alignment of the proposed pipeline and all public ways in which the proposed pipeline shall be laid using the attached map; and

  (iii) The design criteria as it applies to existing infrastructure, under which the pipeline will be constructed.

- Identify each pipeline as regulated under interstate or intrastate safety rules/regulations. (Where a pipeline is unregulated as to either or both intrastate or interstate safety rules/regulations, please specify and identify (a) the exculpatory rules or regulations governing the pipeline and (b) the operating conditions of the pipeline, which give rise to such unregulated status).

I, as the applicant herein, acting in my capacity for the above-referenced company, hereby avow that the pipeline for which this application is made will comply with the applicable standards required by Article V of Chapter 34 of the Code of Ordinances of the City of Baytown, Texas as well as all applicable federal, state and local laws and regulations.

David Turnbo

Applicant's Signature

The Director of Engineering and Inspections has the right to require the submission of additional information.

Targa Gulf Coast NGL Pipeline LLC
811 Louisiana, Suite 2100
Houston, TX 77002
713.584.1000
www.targaresources.com

February 16, 2026

Juan Macias
Engineering Department
City of Baytown
2123 Market
Baytown, Texas 77520
281-420-3869

RE: Permit Application package for pipeline permit for Targa Gulf Coast NGL Pipeline LLC to install one 30" pipeline within the E.T.J. of the City of Baytown, Harris County, Texas.

Dear Mr. Macias:

Targa Gulf Coast NGL Pipeline LLC whose address is 811 Louisiana Suite 2100, Houston, Texas 77002, is hereby requesting a pipeline permit.

The pipeline will be used to transport NGL's (MSDS sheet attached) from Targa's Facility in Mont Belvieu to Targa's Facility in Galena Park. The route will go through the E.T.J. of the City of Baytown as shown on the map attached. The route will cross Hadden Road, N. Main Street, Barbers Hill Road/FM1942(TXDOT), Garth Road, Glenwood Road, Fairview Drive, Danek Road, Sralla Road, and Eagleton Road (see the attached- detail plans & profiles).

There will be a mainline valve located at Barbers Hill Road within the E.T.J. of the City of Baytown, other valves outside the City's jurisdiction will be located near Winfree Road and Crosby Lynchburg Road shown on the cover sheet.

The pipe will be 30.000" outside diameter with a 0.593" wall thickness and will be API 5L X-65 HSAW pipe, PSL2 with 14-16 MILS a fusion bond epoxy coating & 30 MILS ARO Coating under the roads.

The pipeline will operate at a maximum operating pressure of 1440 PSIG, will be tested to a minimum 1800 PSIG, and have minimum yield strength of 65,000 PSI.

The pipeline will be regulated by the Texas Railroad Commission as an Intrastate Pipeline. All design, materials and construction will, as a minimum, comply with the following codes and standards as applicable:

- The Department of Transportation ("DOT") Standard CFR Title 49, Part 192 "Transportation of Hazardous Natural and other Gas by Pipeline", and the "Railroad Commission of Texas, Pipeline Safety Rules, Part IV,

- ASME B31.8. "Gas Transmission and Distribution Piping Systems,

Targa Gulf Coast NGL Pipeline LLC
811 Louisiana, Suite 2100
Houston, TX 77002
713.584.1000
www.targaresources.com

- U.S. Department of Labor Regulations Title 29, CFR 1910 and 1925, "Occupational Safety and Health Standards",

- API 1104, "Standard for Welding Pipelines and Related Facilities".

The construction start date is scheduled to begin by June 1, 2026.

Also enclosed herewith, pipeline application, indemnity agreement, and a copy of the appropriate insurance certificate, material safety data sheets, and related drawings of the proposed pipeline. If additional information is required, please contact me.

Thank you in advance for your prompt attention to this matter.

Sincerely,

David Turnbo

David Turnbo
Contract Permits Supervisor
Representing Targa Gulf Coast NGL Pipeline LLC
Email: David.Turnbo@transgloballlc.com
Phone: 713-252-2151

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2026

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

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

PRODUCER	CONTACT NAME: WTW Certificate Center	
Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's Syndicate 1301	B9870
INSURER B : ACE American Insurance Company	22667
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Targa Gulf Coast NGL Pipeline LLC
811 LOUISIANA ST STE 2100
Houston, TX 77002

COVERAGES **CERTIFICATE NUMBER:** W45500071 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	B0180ME2627735	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		ISA H10752413	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C7280885A	05/01/2026	05/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pipeline Permit Checklist

General Liability:
Certificate Holder is included as Additional Insured (except workers' compensation) where required by written agreement.
This insurance is Primary and Non-contributory over any existing insurance and limited to liability arising out of the

CERTIFICATE HOLDER

City of Baytown
2123 Market Street
Baytown, TX 77520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 29801435 BATCH: 4419108

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.	NAMED INSURED Targa Gulf Coast NGL Pipeline LLC 811 LOUISIANA ST STE 2100 Houston, TX 77002
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

operations of the named insured and where required by written agreement.
Waiver of Subrogation is applicable where required by written agreement.

Auto policy includes MCS-90 and CA-9948 endorsements as required by written agreement.

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Permit Number: EO26020001

INDEMNITY AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

For and in consideration of the City of Baytown issuing a permit in accordance with Chapter 34 "Environment," Article V "Hazardous Substances, Liquids and Gas Pipelines" of the Code of Ordinances of the City of Baytown, which consideration and sufficiency thereof is hereby acknowledged and received, Targa Gulf Coast NGL Pipeline LLC, a Delaware Limited Liability Company authorized to do business in the State of Texas, hereinafter "Permittee," hereby agrees as follows:

PERMITTEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, COLLECTIVELY REFERRED TO AS "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 ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR, REPLACEMENT, ADJUSTMENT OR REMOVAL OF ANY PART OR ALL OF THE PIPELINE PERMITTED HEREIN, WHERE SUCH INJURIES, DEATHS OR DAMAGES ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE CITY AND PERMITTEE AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF THE PERMITTEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH PERMITTEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY PERMITTEE TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE AND PERMITTEE'S NEGLIGENCE ARE CONCURRING CAUSES OF THE INJURY, DEATH OR DAMAGE; AND/OR (II) PERMITTEE'S JOINT AND SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

Failure of either party hereto to insist on the strict performance of any of the above-referenced ordinance requirements or of the indemnity contained hereinabove 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.

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, 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.

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.

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.

Permit Number: EO26020001

SIGNED this 18th day of September, 2025.

PERMITTEE

Targa Gulf Coast NGL Pipeline LLC
Company Name

Signature of Authorized Officer

Norman Winter
Printed Name

VP of Land and Right-of-Way
Title

CITY OF BAYTOWN

JASON E. REYNOLDS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Clerk

Permit Number: EO26020001

STATE OF TEXAS §
§
COUNTY OF **HARRIS** §

Before me, **Kimberly Nichole Nieto**, the undersigned notary public, on this day personally appeared **Norman L. Winter**, in his/her capacity as **VP - Land & ROW** of **Targa Gulf Coast NGL Pipeline LLC**, on behalf of such LLC,

__X__ 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 **18th** day of **September**, 2025

NOTARY PUBLIC STATE OF TEXAS
KIMBERLY NICHOLE NIETO
Notary ID #131475624
My Commission Expires
March 5, 2026

Notary Public in and for the State of Texas

LICENSE OR PERMIT BOND

BOND NO. 612407514

KNOW ALL MEN BY THESE PRESENTS:

That we, Targa Gulf Coast NGL Pipeline LLC ,as Principal(s)

and United States Fire Insurance Company a Delaware corporation

authorized to transact surety business in the State of Texas as Surety, are held and firmly

bound unto City of Baytown

as Obligee, in the penal sum of One Million Five Hundred Thousand and 00/100 ($ 1,500,000.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has applied to the Obligee for a license or permit to do business as
For 30" Pipeline to be installed in the City of Baytown ETJ

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal(s) shall comply with all applicable Ordinances, Rules and Regulations, and any Amendments thereto, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond shall continue in
force until:

1. _____ „ or until the expiration date of any Continuation Certificate executed by Surety, at its sole option.

OR

2. Cancelled by Surety giving 30 days written notice to Obligee and Principal of its intention to terminate its liability hereunder.

SIGNED AND SEALED THIS 24th DAY OF April 2026

Targa Gulf Coast NGL Pipeline LLC

By: _____
Principal Jessica Harris, VP RM

United States Fire Insurance Company

By: _____
Surety Kala Kelly, Attorney-in-Fact

Surety Phone No. (973) 490-6600

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Timothy F. Kelly; Robert F. Bobo; Teresa D. Kelly; Craig C. Payne; Aaron P. Clark; Kala Kelly; Tami Jones; Daisy Greathouse; Ivette Bustos; Walker Wilks; Erica Kneitz; Allison Howell; Rachel Richardson; Laura Kneitz** each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24th day of April 2026

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact (phone number) or email: patricia.taber @amyntagroup.com

CRUM & FORSTER
A FAIRFAX COMPANY

HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Crum & Forster[1]

To get information or file a complaint with your insurance company or HMO:

Call: Mr. Mark Scheetz, VP at our toll-free number

Toll-free:	**1-888-890-1500**
Online:	www.cfins.com
Email:	info@cfins.com
Mail:	305 Madison Avenue Morristown, NJ 07960

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question:	1-800-252-3439
File a complaint:	www.tdi.texas.gov
Email:	ConsumerProtection@tdi.texas.gov
Mail:	Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

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[1]Crum & Forster is a registered trademark of United States Fire Insurance Company.

Crum & Forster policies may be written in the following insurance companies: United States Fire Insurance Company, The North River Insurance Company and Crum & Forster Indemnity Company. Please refer to your Policy Declarations for the name of the insurance company that issued your policy, bond or certificate.

Low-Ethane Propane

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Revision Date: 08/26/24 Date of Issue: 10/09/2014 Supersedes Date: 06/02/2023 Version: 3.1

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Substance

Product Name: Low-Ethane Propane

CAS-No.: 74-98-6

1.2. Intended Use of the Product

Use Of The Substance/Mixture: No use is specified.

1.3. Name, Address, and Telephone of the Responsible Party

Company

Targa Resources LLC
811 Louisiana, Suite 2100
Houston, TX 77002
(713) 584-1000

1.4. Emergency Telephone Number

Emergency Number : 24hr Emergency Telephone Number: (800)-451-8346
For Hazardous Materials Incident
Spill, Leak, Fire, Exposure, or Accident
Call CHEMTREC
1-800-424-9300 / +1 703-527-3887

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

GHS-US/CA Classification

Flammable gases Category 1	H220
Gases under pressure Liquefied gas	H280
Germ cell mutagenicity Category 1B	H340
Carcinogenicity Category 1A	H350
Simple Asphyxiant	

2.2. Label Elements

GHS-US/CA Labeling

Hazard Pictograms (GHS-US/CA) :



GHS02 GHS04 GHS08

Signal Word (GHS-US/CA) : Danger

Hazard Statements (GHS-US/CA) : H220 - Extremely flammable gas.
H280 - Contains gas under pressure; may explode if heated.
H340 - May cause genetic defects (inhalation).
H350 - May cause cancer (inhalation).
May displace oxygen and cause rapid suffocation.

Precautionary Statements (GHS-US/CA) : P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P280 - Wear protective gloves, protective clothing, and eye protection.
P308+P313 - If exposed or concerned: Get medical advice/attention.
P377 - Leaking gas fire: Do not extinguish, unless leak can be stopped safely.
P381 - In case of leakage, eliminate all ignition sources.
P403 - Store in a well-ventilated place.
P405 - Store locked up.

P410+P403 - Protect from sunlight. Store in a well-ventilated place.
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

2.3. Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions. Contact with gas escaping the container can cause frostbite.

2.4. Unknown Acute Toxicity (GHS-US/CA)

No additional information available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Name : Low-Ethane Propane
CAS-No. : 74-98-6

Name	Synonyms	Product Identifier	% *	GHS Ingredient Classification
Propane	Normal propane / PROPANE / n-Propane / R290	(CAS-No.) 74-98-6	> 97	Flam. Gas 1, H220 Press. Gas (Liq.), H280 Simple Asphy

Contains	Synonyms	Product Identifier	% *	GHS Ingredient Classification
Ethane	Ethyl hydride / ETHANE	(CAS-No.) 74-84-0	< 2	Flam. Gas 1, H220 Press. Gas (Liq.), H280 Simple Asphy
Radon	Radon-222 and its decay products	(CAS-No.) 10043-92-2	< 1	Muta. 1B, H340 Carc. 1A, H350
Hydrocarbons, C>3	Hydrocarbons, C≥4 / Hydrocarbons	(CAS-No.) 68476-44-8	< 1	Flam. Liq. 1, H224 Asp. Tox. 1, H304

Full text of H-statements: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

3.2. Mixture

Not applicable

SECTION 4: FIRST AID MEASURES

4.1. Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Obtain medical attention if breathing difficulty persists. First, take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate respiratory protective equipment, use the buddy system), then remove the exposed person to fresh air. Keep at rest in a position comfortable for breathing.

Skin Contact: Remove contaminated clothing. Drench affected area with water and soap for at least 5 minutes. For brief contact with a small amount: Rewarm with body heat. Get immediate medical advice/attention. For extensive contact or a large amount: Immediately call a poison center/doctor and follow their advice. Specific treatment is urgent, incorrect first-aid practices will aggravate the injury. Protect affected area with a loose cover until proper medical treatment is received. If exposed or concerned: Get medical advice/attention.

Eye Contact: Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

4.2. Most Important Symptoms and Effects Both Acute and Delayed

General: May cause frostbite on contact with the liquid. May cause cancer (inhalation). May cause genetic defects (inhalation). Asphyxia by lack of oxygen: risk of death.

Inhalation: In elevated concentrations may cause asphyxiation, central nervous system effects, and increased breathing rate. Symptoms of asphyxiation include headache, dizziness, rapid breathing, increased pulse, mood changes, tremors, cyanosis, muscular weakness, narcosis, numbness of the extremities, unconsciousness and death.

Skin Contact: Contact with gas/liquid escaping the container can cause frostbite and freeze burns.

Eye Contact: Contact with gas/liquid escaping the container can cause frostbite, freeze burns, and permanent eye damage.

Ingestion: Not considered a potential route of exposure, but contact with gas/liquid escaping the container can cause freeze burns and frostbite.

Chronic Symptoms: May cause cancer (inhalation). May cause genetic defects (inhalation).

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Do not extinguish burning gas if flow cannot be shut off immediately. Extinguish secondary FIRES with appropriate materials.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Extremely flammable gas.

Explosion Hazard: May form flammable/explosive vapor-air mixture. Container may explode in heat of fire.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Eliminate all ignition sources if safe to do so. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Under fire conditions this material may produce hazardous carbon dioxide (CO2), carbon monoxide (CO), various low molecular weight hydrocarbons, and smoke.

Other Information: Use water spray to disperse vapors.

5.4. Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Eliminate every possible source of ignition. Do not breathe gas. Do not get in eyes, on skin, or on clothing. Do not handle until all safety precautions have been read and understood.

6.1.1. For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Evacuate unnecessary personnel, isolate, and ventilate area. Ventilate area.

6.2. Environmental Precautions

Prevent entry to sewers and public waters.

6.3. Methods and Materials for Containment and Cleaning Up

For Containment: Stop leak, if possible without risk. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Stop the source of the release, if safe to do so. Consider the use of water spray to disperse vapors. Isolate the area until gas has dispersed. Ventilate and gas test area before entering.

6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Handle empty containers with care because residual vapors are flammable. Ruptured cylinders may rocket. Do not pressurize, cut, or weld containers. Asphyxiating gas at high concentrations.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe gas. Do not get in eyes, on skin, or on clothing.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Proper grounding procedures to avoid static electricity should be followed.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep in fireproof place. Cylinders should be stored upright with valve protection cap in place and firmly secured to prevent falling. Store locked up/in a secure area.

Incompatible Materials: Oxidizers. Acids.

7.3. Specific End Use(s)

No use is specified.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

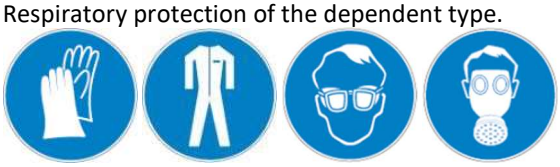
Propane (74-98-6)		
USA ACGIH	ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content
USA OSHA	OSHA PEL (TWA) [1]	1800 mg/m³
USA OSHA	OSHA PEL (TWA) [2]	1000 ppm
USA NIOSH	NIOSH REL (TWA)	1800 mg/m³
USA NIOSH	NIOSH REL TWA [ppm]	1000 ppm
USA IDLH	IDLH [ppm]	2100 ppm (10% LEL)
Alberta	OEL TWA [ppm]	1000 ppm
Nunavut	OEL STEL [ppm]	1250 ppm
Nunavut	OEL TWA [ppm]	1000 ppm
Northwest Territories	OEL STEL [ppm]	1250 ppm
Northwest Territories	OEL TWA [ppm]	1000 ppm
Québec	VEMP (OEL TWA)	1800 mg/m³
Québec	VEMP (OEL TWA) [ppm]	1000 ppm
Saskatchewan	OEL STEL [ppm]	1250 ppm
Saskatchewan	OEL TWA [ppm]	1000 ppm

Ethane (74-84-0)		
USA ACGIH	ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content
Alberta	OEL TWA [ppm]	1000 ppm
Nunavut	OEL STEL [ppm]	1250 ppm
Nunavut	OEL TWA [ppm]	1000 ppm
Northwest Territories	OEL STEL [ppm]	1250 ppm
Northwest Territories	OEL TWA [ppm]	1000 ppm
Saskatchewan	OEL STEL [ppm]	1250 ppm
Saskatchewan	OEL TWA [ppm]	1000 ppm

8.2. Exposure Controls

Appropriate Engineering Controls: Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Use explosion-proof equipment. Proper grounding procedures to avoid static electricity should be followed. Gas detectors should be used when flammable gases or vapors may be released. Oxygen detectors should be used when asphixiating gases may be released.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Insufficient ventilation: wear respiratory protection. Respiratory protection of the dependent type.



Materials for Protective Clothing: Chemically resistant materials and fabrics. Wear fire/flame resistant/retardant clothing.

Hand Protection: Wear protective gloves. If material is cold, wear thermally resistant protective gloves.

Eye and Face Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use a NIOSH-approved self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits.

Thermal Hazard Protection: Wear thermally resistant protective clothing.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	:	Gas
Appearance	:	Colorless
Odor	:	Commercial natural gas.
Odor Threshold	:	No data available
pH	:	No data available
Evaporation Rate	:	No data available
Melting Point	:	No data available
Freezing Point	:	No data available
Boiling Point	:	-42.8 °C (-45 °F)
Flash Point	:	-185 °C (-301 °F)
Auto-ignition Temperature	:	450 °C (842 °F)
Decomposition Temperature	:	No data available
Flammability (solid, gas)	:	Extremely flammable gas
Lower Flammable Limit	:	2.1 %
Upper Flammable Limit	:	9.5 %
Vapor Pressure	:	9107 mm Hg at 37.8°C (100°F)
Relative Vapor Density at 20°C	:	1.6 (Air = 1)
Relative Density	:	No data available
Specific Gravity	:	0.506 at 15.6°C (60.1°F)
Solubility	:	Water: Insoluble Ethanol: Soluble Ether: Soluble Acetone: Soluble Organic solvent: Soluble
Partition Coefficient: N-Octanol/Water	:	No data available
Viscosity	:	No data available
Explosive Properties	:	Contains gas under pressure; may explode if heated

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity:

Hazardous reactions will not occur under normal conditions.

10.2. Chemical Stability:

Contains gas under pressure; may explode if heated.

10.3. Possibility of Hazardous Reactions:

Hazardous polymerization will not occur.

10.4. Conditions to Avoid:

Direct sunlight, extremely high or low temperatures, open flames, sources of ignition and incompatible materials.

10.5. Incompatible Materials:

Oxidizers. Acids.

10.6. Hazardous Decomposition Products:

Not expected to decompose under ambient conditions.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data:

No additional information available

Skin Corrosion/Irritation: Not classified

Eye Damage/Irritation: Not classified

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: May cause genetic defects (inhalation).

Carcinogenicity: May cause cancer (inhalation).

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: In elevated concentrations may cause asphyxiation, central nervous system effects, and increased breathing rate. Symptoms of asphyxiation include headache, dizziness, rapid breathing, increased pulse, mood changes, tremors, cyanosis, muscular weakness, narcosis, numbness of the extremities, unconsciousness and death.

Symptoms/Injuries After Skin Contact: Contact with gas/liquid escaping the container can cause frostbite and freeze burns.

Symptoms/Injuries After Eye Contact: Contact with gas/liquid escaping the container can cause frostbite, freeze burns, and permanent eye damage.

Symptoms/Injuries After Ingestion: Not considered a potential route of exposure, but contact with gas/liquid escaping the container can cause freeze burns and frostbite.

Chronic Symptoms: May cause cancer (inhalation). May cause genetic defects (inhalation).

Potential Adverse human health effects and symptoms: Based on available data, the classification criteria are not met.

11.2. Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Propane (74-98-6)	
LC50 Inhalation Rat	> 800000 ppm (Exposure time: 15 min)

Ethane (74-84-0)	
LC50 Inhalation Rat	> 800000 ppm/4h

Radon (10043-92-2)	
IARC Group	1
National Toxicology Program (NTP) Status	Known Human Carcinogens.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General: Not classified.

12.2. Persistence and Degradability

Low-Ethane Propane (74-98-6)	
Persistence and Degradability	Not established.

12.3. Bioaccumulative Potential

Low-Ethane Propane (74-98-6)	
Bioaccumulative Potential	Not established.

Propane (74-98-6)	
Partition coefficient n-octanol/water (Log Pow)	1.09 (at 20 °C (at pH 7)

Ethane (74-84-0)	
Partition coefficient n-octanol/water (Log Pow)	1.09 – 2.8 (at 20 °C (at pH 7)

12.4. Mobility in Soil

No additional information available

12.5. Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable. Empty gas cylinders should be returned to the vendor for recycling or refilling. Do not puncture or incinerate container.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT

Proper Shipping Name : PROPANE
Hazard Class : 2.1
Identification Number : UN1978
Label Codes : 2.1
ERG Number : 115



14.2. In Accordance with IMDG

Proper Shipping Name : PROPANE
Hazard Class : 2.1
Identification Number : UN1978
Label Codes : 2.1
EmS-No. (Fire) : F-D
EmS-No. (Spillage) : S-U



14.3. In Accordance with IATA

Proper Shipping Name : PROPANE
Hazard Class : 2.1
Identification Number : UN1978
Label Codes : 2.1
ERG Code (IATA) : 10L



14.4. In Accordance with TDG

Proper Shipping Name : PROPANE
Hazard Class : 2.1
Identification Number : UN1978
Label Codes : 2.1



SECTION 15: REGULATORY INFORMATION

15.1. US Federal Regulations

Low-Ethane Propane (74-98-6)	
SARA Section 311/312 Hazard Classes	Physical hazard - Flammable (gases, aerosols, liquids, or solids) Physical hazard - Gas under pressure Health hazard - Carcinogenicity Health hazard - Germ cell mutagenicity Health hazard - Simple asphyxiant

Propane (74-98-6)
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active

Ethane (74-84-0)
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active

Hydrocarbons, C>3 (68476-44-8)
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active

15.2. US State Regulations

Propane (74-98-6)
U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List

Ethane (74-84-0)
U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List

Radon (10043-92-2)
U.S. - New Jersey - Right to Know Hazardous Substance List

15.3. Canadian Regulations

Propane (74-98-6)
Listed on the Canadian DSL (Domestic Substances List)

Ethane (74-84-0)
Listed on the Canadian DSL (Domestic Substances List)

Hydrocarbons, C>3 (68476-44-8)
Listed on the Canadian DSL (Domestic Substances List)

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 10/09/2023

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

GHS Full Text Phrases:

H220	Extremely flammable gas
H224	Extremely flammable liquid and vapor
H280	Contains gas under pressure; may explode if heated
H304	May be fatal if swallowed and enters airways
H340	May cause genetic defects
H350	May cause cancer

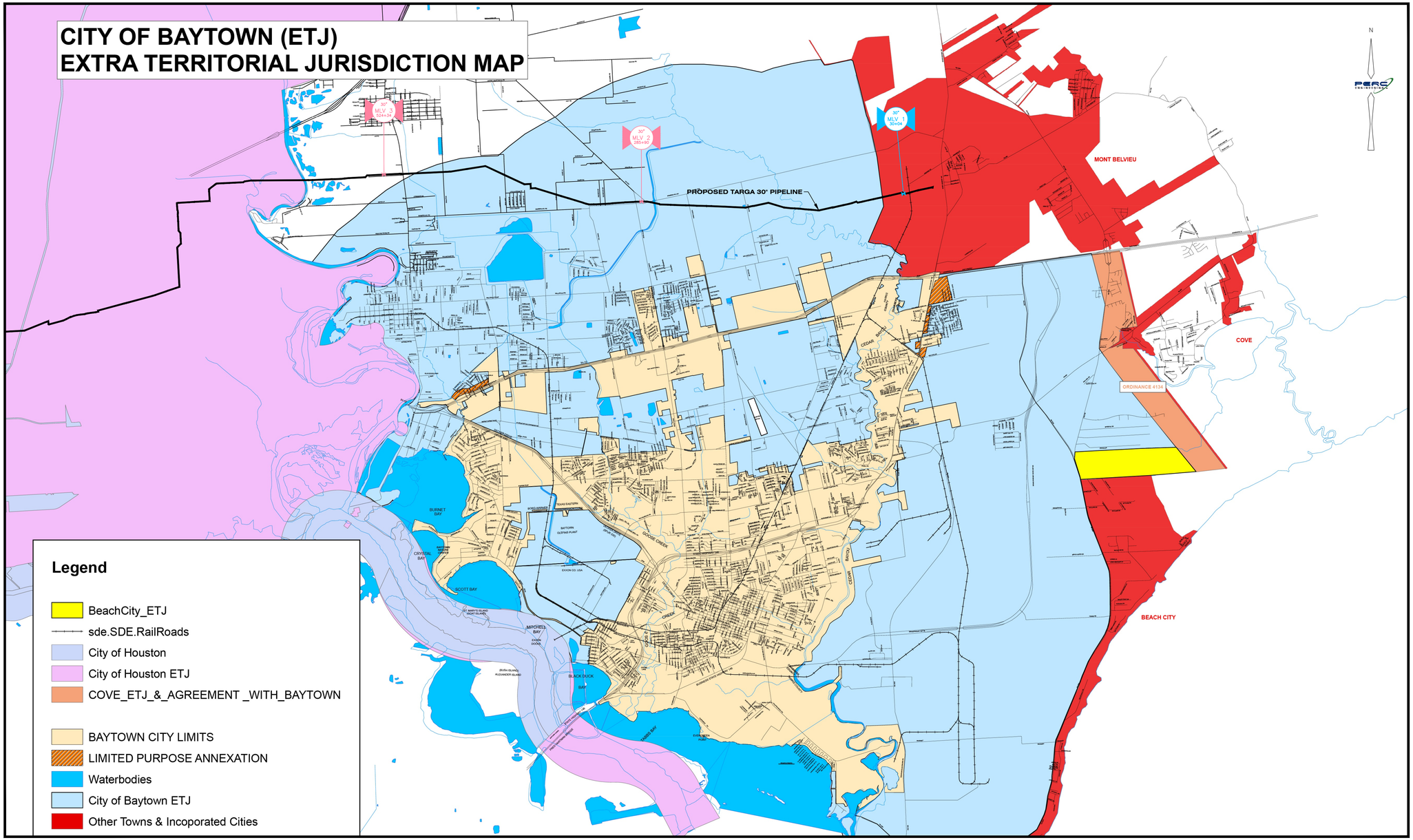
This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

NA GHS SDS 2015 (Can, US)

EXHIBIT B

TARGA

PROPOSED 30" PIPELINE
MONT BELVIEU TO GALENA PARK
CITY OF BAYTOWN



HARRIS & CHAMBERS COUNTY, TEXAS

PLOT DATE: 4/15/2026

FILE DATE: 4/15/2026 9:44 AM Eric.Soda 1" = 1,000'

CITY OF BAYTOWN

PUBLIC WORKS & ENGINEERING DEPARTMENT

2123 Market Street
Baytown, Texas 77520
(281) 420-5300

April 29, 2026

SUBJECT: Pipeline Application Report on Conformance with City Ordinances
Targa Gulf Coast NGL Pipeline LLC.

The City received a permit application from Targa Gulf Coast NGL Pipeline LLC.to install 30-inch NGL pipeline within the E.T.J of the City of Baytown, approximately 10.9 miles in length, at a minimum typical depth of 4 feet. The pipeline will cross: CWA Canal, HCFCD Unit Q100-00-00 Cedar Bayou, Hadden Rd., HCFCD Unit Q119-00-00 Ash Gully, N. Main St., Barbers Hill Rd., Garth Rd., Glenwood Dr., Fairview Dr., Danek Rd., Sralla Rd., HCFCD Unit O200-00-00 Spring Gully, Eagleton Ln.

This pipeline will carry NGL natural gas liquids and have a maximum allowable operating pressure of 1440 psig. City Staff has examined the application, plans and supporting documents to confirm compliance and consistency with Chapter 34 of the City's Ordinances including existing and probable future developments, streets, sanitary sewer, and storm limes. Based on our review City staff recommends granting approval.

Respectfully,

Sharon.Valiente

Digitally signed by Sharon.Valiente
DN: E=Sharon.Valiente@baytown.org, CN=Sharon.Valiente, OU=Public Works Users, OU=Public Works Dept., DC=cibaytown, DC=net
Date: 2026.05.04 14:54:20-05'00'

Sharon Valiante,
Interim Director Public Works and Engineering

CITY COUNCIL MEETING **6. n.**

Meeting Date: 05/28/2026

Subject: Consider an ordinance authorizing a Sidewalk Easement with Zechariah – Baytown, Limited Liability Company

Prepared for: Sharon Valiante, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a Sidewalk Easement with Zechariah – Baytown, Limited Liability Company.

PREFACE

This proposed ordinance authorizes a sidewalk easement with Zechariah – Baytown, Limited Liability Company, for McDonald's located at 6026 North SH146, Baytown, Texas, 77523. This easement will grant the City of Baytown its successors and assigns, a perpetual, non-exclusive easement for the purpose of accessing, inspecting, and maintaining public sidewalk located within the said easement, including the right of ingress and egress over the easement for such purposes. The said easement being more particularly defined in the metes and bounds included in 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.

Attachments

Ordinance Authorizing Sidewalk Easement Agreement
Exhibit A - Sidewalk Easement Agreement - Zechariah - Baytown, LLC
Warranty Deed

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A SIDEWALK EASEMENT AGREEMENT WITH ZECHARIAH BAYTOWN, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; 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 accepts a Sidewalk Easement Agreement with Zechariah Baytown, LLC, and authorizes the City Manager to execute and the City Clerk to attest to the same. Such easement is attached hereto as Exhibit "A," and is 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

SIDEWALK EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

That **ZECHARIAH – BAYTOWN, LIMITED LIABILITY COMPANY**, a Texas Limited Liability company, hereinafter called "**Grantor**" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, sell, assign and convey unto **THE CITY OF BAYTOWN, TEXAS**, a municipal corporation organized under the laws of the State of Texas, having an address of 2401 Market Street, Baytown, TX 77522-0424, and to its successors and/or assigns, hereinafter called "**Grantee**," an exclusive and perpetual easement and right-of-way (the "**Easement**"), as described in Exhibit A and depicted on Exhibit B, along, over, under and across the following described property (the "**Property**"):

A **0.019** of an acre, or 818 square feet more or less, out of Commercial Reserve "B", Amending Plat of Devinwood Subdivision, Phase I, as recorded in Volume "A", Pages 263 and 264 of the Plat Records, and conveyed to J. Wade Sinclair and Kathryn Sinclair, as described in a deed recorded in Clerk's File No. 2019-142395 of the Official Public Records, situated in the Jacob Armstrong Survey, Abstract No. 2, in the City of Baytown, Chambers County, Texas. Said 0.019 of an acre being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

Grantor(s) being the owner(s) in fee simple of the Property located in Baytown, Chambers County, Texas, in consideration of the sum of One Dollar ($1.00) to Grantor(s) in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, sell and convey unto Grantee, its successors and assigns, an easement for Grantee's operation and maintenance, and repair of sidewalks thereon for the use and benefit of the public pursuant hereto, said easement being in, upon, under, over, across and along the Property.

Grantee's rights in and to the Easement shall include, without limitation, access to, across, along, under and upon the Easement, to enter upon such Easement at any time to engage in such activities as may be necessary, requisite, or appropriate in connection therewith, and to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which this Easement is granted.

Grantor(s) does hereby agree, bind, and obligate Grantor(s) and Grantors' heirs, successors, and assigns, that no structures, buildings or other improvements shall be placed in, on or along said Easement, save and except that Grantor reserves the right to use the Easement in a manner that does not unreasonably interfere with Grantee's use thereof, including, without limitation, the right to construct and maintain pavement, parking, sidewalks, curb-cuts, lighting systems, landscaping and fences ("**Improvements**") upon the surface of the Easement, provided, however, that Grantee and/or its agent shall and will be released from any and all liability as a

result of any damage to any Improvements occasioned by and in reasonable exercise of Grantee's rights.

Grantor does hereby covenant with Grantee that it is the owner of record and lawfully seized and possessed of the property above described; that it has a good and lawful right to convey said property or any part thereof; that said property is free from all encumbrances; and that Grantor will forever warrant and defend title thereto against the lawful claims of any persons whomsoever.

TO HAVE AND TO HOLD the Easement in and to the Property for said purposes, together with all the rights and appurtenances thereto in anywise belonging to the Grantee, its successors and assigns forever. However, if said easement or any part thereof is ever discontinued for said purposes, the title thereto (or to the part so discontinued) shall revert to the owners of said property.

This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Signature Pages to Follow]

EXECUTED the 13 day of May, 2026.

GRANTOR(S):
ZECHARIAH – BAYTOWN, LIMITED LIABILITY COMPANY
a Texas Limited Liability Company

By: _____
Name: George Ang
Title: Member

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, the _____ of **ZECHARIAH – BAYTOWN, LIMITED LIABILITY COMPANY**, a Texas Limited Liability Company, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument and who acknowledged to me that s/he executed the same for the purposes and consideration expressed and in the capacity therein stated on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of MAY, 2026.

SEE ATTACHED NOTARY CERTIFICATE

_____
Notary Public, State of Texas
DANIEL HAAG
Notary's Name Printed

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles } s.s

On MAY 13, 2026 before me, DANIEL HAAG, NOTARY PUBLIC,

personally appeared GEORGE MARTIN ANG

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

DANIEL HAAG
Notary Public - California
Los Angeles County
Commission # 2414600
My Comm. Expires Sep 3, 2026

Seal

----------OPTIONAL INFORMATION----------

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of SIDEWALK EASEMENT AGREEMENT,

Containing 1 pages, and dated 05/13/2026

GRANTEE:

THE CITY OF BAYTOWN,
a municipal corporation organized under
the laws of the State of Texas

By:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the _____day of _____, 2026, by **THE CITY OF BAYTOWN**, a municipal corporation organized under the laws of the State of Texas.

_____
Notary Public, State of Texas

After recording, return to:
City of Baytown City Clerk's Office
2401 Market Street,
Baytown, Texas 77520

EXHIBIT A

PAPE-DAWSON ENGINEERS

METES AND BOUNDS DESCRIPTION
FOR
THE EASEMENT

A 0.019 of an acre, or 818 square feet more or less, out of Commercial Reserve "B", Amending Plat of Devinwood Subdivision, Phase I, as recorded in Volume "A", Pages 263 and 264 of the Plat Records of Chambers County, Texas, and conveyed to J. Wade Sinclair and Kathryn Sinclair, as described in a deed recorded in Chambers County Clerk's File No. 2019-142395 of the Official Public Records of Chambers County, Texas, situated in the Jacob Armstrong Survey, Abstract No. 2, in the City of Baytown, Chambers County, Texas. Said 0.019 of an acre being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At a 5/8 inch iron rod with a cap stamped "Wilson" found for the southwest corner of said Commercial Reserve "B" being on the northerly cut-back corner of Devinwood Drive (60-foot right-of-way), as recorded in Volume "A", Pages 263 and 264 of the Map Records of Chambers County, Texas and located on the east right-of-way line of State Highway No. 146 (120-foot right-of-way) and southwest corner of the herein described easement;

THENCE: Departing the said northerly cut-back corner, over and across said Commercial Reserve "B, the following courses and distances:

N 11°39'02" E, a distance of 0.99 feet to a point;

Northeasterly, along a tangent curve to the right, having a radius of 5.00 feet, a central angle of 47°58'10", a chord bearing and distance of N 35°38'07" E, 4.06 feet, for an arc length of 4.19 feet to a point;

N 59°37'12" E, a distance of 2.29 feet to a point;

Northeasterly, along a non-tangent curve to the left, a radius of 20.07 feet, a central angle of 88°31'01", a chord bearing and distance of N 15°24'48" E, 28.01 feet, for an arc length of 31.00 feet to a point;

N 23°47'05" W, a distance of 7.23 feet to a point;

N 06°55'04" W, a distance of 2.90 feet to a point on west line of said Commercial Reserve "B" and east right-of-way line of State Highway No. 146;

THENCE: Northeasterly, along and with the west line of Commercial Reserve "B and east right-of-way line of said of State Highway No. 146, along a non-tangent curve to the right, having a radius of 11399.16 feet, a central angle of 00°31'22", a chord bearing and distance of N 12°07'37" E, 104.03 feet, for an arc length of 104.03 feet to a 5/8 inch iron rod with a cap stamped "Pape-Dawson" set for the northwest corner of the herein described easement;

telephone: 713-428-2400 address: 2107 CITYWEST BOULEVARD, THIRD FLOOR HOUSTON, TX 77042 website: PAPE-DAWSON.COM
Texas Engineering Firm #470 Texas Surveying Firm #10028800

THENCE: N 78°29'23" E, departing the east right-of-way line of said of State Highway No. 146, over and across said Commercial Reserve "B, a distance of 5.47 feet to a point for the northeast corner of the herein described easement;

THENCE: Continuing over and across said Commercial Reserve "B, the following courses and distances:

Southwesterly, along a non-tangent curve to the left, having a radius of 11394.16 feet, a central angle of 00°31'31", a chord bearing and distance of S 12°08'13" W, 104.44 feet, for an arc length of 104.44 feet to a point;

S 06°00'09" E, a distance of 3.04 feet to a point;

S 23°47'05" E, a distance of 5.46 feet to a point;

Southwesterly, along a non-tangent curve to the right, having a radius of 25.07 feet, a central angle of 88°10'43", a chord bearing and distance of S 15°53'27" W, 34.89 feet, for an arc length of 38.59 feet to a point;

Southwesterly, along a non-tangent curve to the left, having a radius of 5.00 feet, a central angle of 44°40'56", a chord bearing and distance of S 37°16'44" W, 3.80 feet, for an arc length of 3.90 feet to a point;

Southwesterly, along a tangent curve to the left, having a radius of 137.76 feet, a central angle of 05°45'40", a chord bearing and distance of S 12°03'26" W, 13.85 feet, for an arc length of 13.85 feet to a point on west line of said Commercial Reserve "B" and east right-of-way line of said State Highway No. 146;

THENCE: Northwesterly, along the west line of said Commercial Reserve "B and east right-of-way line of said of State Highway No. 146, along a non-tangent curve to the right, a radius of 25.00 feet, a central angle of 36°24'14", a chord bearing and distance of N 06°26'48" W, 15.62 feet, for an arc length of 15.88 feet to the POINT OF BEGINNING, and containing 0.019 of an acre in the City of Baytown, Chambers County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 4, 2025
Job No.: 49281-24
DOC. ID. K:\survey\Survey24\49281-24\Word\FN49281-24_0.019AC S.W.E.docx
Texas Registered Engineering Firm # 470
Texas Registered Surveying Firm # 10028800

James B. McAllister



EXHIBIT B

DEPICTION OF THE EASEMENT

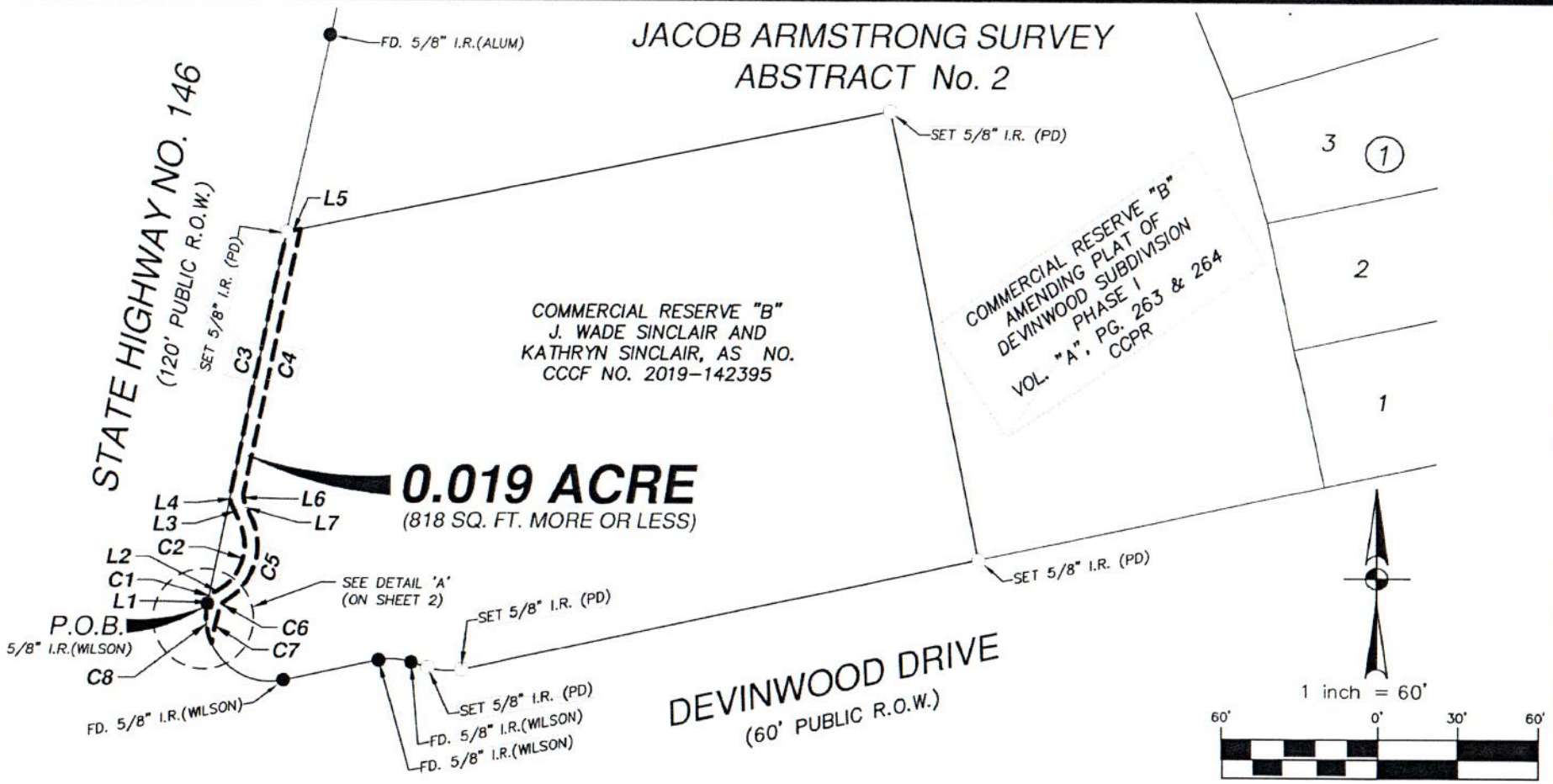


EXHIBIT OF A

5-FOOT WIDE
SIDEWALK EASEMENT
0.019 ACRE, (818 SQ. FT.)
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
2107 CITYWEST BLVD, 3RD FLR I HOUSTON, TX 77042 I 713.426.2400
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM # 10028800

SHEET 1 OF 2
MAY 2025 ~ JOB No.: 49281-24

Date: May 04, 2025, 6:09pm User ID: bmcallister
Files: K:\Survey\Survey24\49281-24\Drawing\EX49281-24_0.00AC S.W.E.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°39'02"E	0.99'
L2	N59°37'12"E	2.29'
L3	N23°47'05"W	7.23'
L4	N06°55'04"W	2.90'
L5	N78°29'23"E	5.47'
L6	S06°00'09"E	3.04'
L7	S23°47'05"E	5.46'

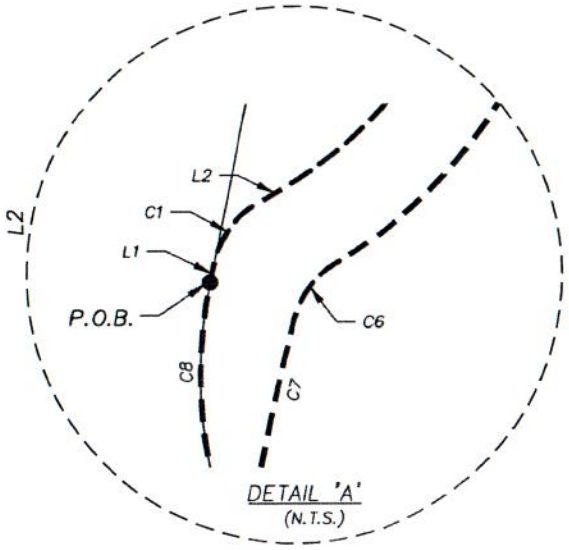
CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5.00'	47°58'10"	N35°38'07"E	4.06'	4.19'
C2	20.07'	88°31'01"	N15°24'48"E	28.01'	31.00'
C3	11399.16'	0°31'22"	N12°07'37"E	104.03'	104.03'
C4	11394.16'	0°31'31"	S12°08'13"W	104.44'	104.44'
C5	25.07'	88°10'43"	S15°53'27"W	34.89'	38.59'
C6	5.00'	44°40'56"	S37°16'44"W	3.80'	3.90'
C7	137.76'	5°45'40"	S12°03'26"W	13.85'	13.85'
C8	25.00'	36°24'14"	N06°26'48"W	15.62'	15.88'

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) epoch 2010.00.

LEGEND:

CCCF NO.	CHAMBERS COUNTY CLERK'S FILE NUMBER
CCDR	CHAMBERS COUNTY DEED RECORDS
CCMR	CHAMBERS COUNTY MAP RECORDS
FD.	FOUND
I.R.	IRON ROD
P.O.B.	POINT OF BEGINNING
NO.	NUMBER
R.O.W.	RIGHT -OF -WAY



DETAIL 'A'
(N.T.S.)

EXHIBIT OF A

5-FOOT WIDE SIDEWALK EASEMENT

0.019 ACRE, (818 SQ. FT.)
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

2100 West Loop South, Suite 1000, Houston, Texas 77027 Firm No. 10028800

SHEET 2 OF 2
MAY 2025 ~ JOB No.: 49281-24

Date: May 04, 2025, 6:10pm User ID: bmcallister
File: K:\Survey\Survey24\49281-24\Drawing\EX49281-24_0.00AC S.W.E.dwg

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF CHAMBERS §

THAT **BE DEVINWOOD, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **ZECHARIAH – BAYTOWN, LIMITED LIABILITY COMPANY**, a Texas limited liability company ("Grantee"), whose mailing address is P.O. Box 80187, San Marino, CA 91118, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, subject to all of the matters set forth or referred to herein, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY, unto Grantee all of the real property located in Chambers County, Texas and described in **Exhibit A** attached hereto (the "Land") together with (i) all buildings, structures, improvements, and installations located, constructed, erected, installed or otherwise placed on, over or under the Land or any portion thereof (the "Improvements"); and (ii) any right, title and interest of Grantor, if any, in and to all tangible personal property, fixtures, equipment and machinery owned by Grantor and located on or attached to the Land or Improvements; and (iii) all right, title and interest, if any, of Grantor in and to each and all of the following rights-of-way, easements, licenses, mineral rights or subsurface rights below the Land, and any air rights above the Land, and any other rights and privileges, hereditaments, and appurtenances now or hereafter belonging to the Land or any portion thereof (the Land, Improvements and appurtenances are collectively, the "Property").

This Special Warranty Deed is made by Grantor and accepted by Grantee subject to all the things or matters set forth on **Exhibit B** attached hereto and made a part hereof for all purposes, to the extent that the same are applicable and validly exists with respect to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and Grantee's successors and assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, this Deed is executed by Grantor this 25 day of February, 2026.

GRANTOR

BE DEVINWOOD, LTD.,
a Texas limited partnership

By: _____
Dan Braun, General Partner

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of February, 2026, by Dan Braun, General Partner of BE Devinwood, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

DIANA AMES
Notary ID #125714066
My Commission Expires
June 2, 2026

EXHIBIT A

Legal Description of Property

Tract 1: Fee Simple

A 1.109 acres, or 48,325 square feet more or less, out of Commercial Reserve "B", Amending Plat of Devinwood Subdivision, Phase I, as recorded in Volume "A", Pages 263 and 264 of the Plat Records of Chambers County, Texas, as described in a deed to BE Devinwood Realty, LTD recorded in Chambers County Clerk's File No. 2025-210784 of the Official Public Records of Chambers County, Texas, situated in the Jacob Armstrong Survey, Abstract No. 2, in the City of Baytown, Chambers County, Texas. Said 1.109 acres being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At a 5/8 inch iron rod with a cap stamped "Wilson" found for the southwest corner of said Commercial Reserve "B" being on the northerly cut-back corner of Devinwood Drive (60-foot right-of-way), as recorded in Volume "A", Pages 263 and 264 of the Map Records of Chambers County, Texas and located on the east right-of-way line of State Highway No. 146 (120-foot right-of-way) and southwest corner of the herein described tract;

THENCE: Northerly, along and with the west line of Commercial Reserve "B" and right-of-way line of said of State Highway No. 146, along a non-tangent curve to the right, a radius of 11,399.16 feet, a central angle of 00°44'19", a chord bearing and distance of N 12°01'09" E, 146.94 feet, for an arc length of 146.94 feet to a 5/8 inch iron rod with a cap stamped "PapeDawson" set for the northwest corner of the herein described tract;

THENCE: Departing the east right-of-way line of said of State Highway No. 146, over and across said Commercial Reserve "B", the following courses and distances;

N 78°29'23" E, a distance of 239.28 feet to a 5/8 inch iron rod with a cap stamped "PapeDawson" set for the northeast corner of the herein described tract;

S 11°30'37" E, a distance of 176.64 feet to a 5/8 inch iron rod with a cap stamped "PapeDawson" set on the north right-of-way line of said Devinwood Drive for the southeast corner of the herein described tract;

THENCE: Along and with the south line of said Commercial Reserve "B" and north right-of-way line of said Devinwood Drive, the following courses and distances;

S 77°53'35" W, a distance of 206.04 feet to a 5/8 inch iron rod with a cap stamped "PapeDawson" set for the beginning of a curve to the right;

Northwesterly, along a non-tangent curve to the right, having a radial bearing of N 12°08'21" W, a radius of 25.00 feet, a central angle of 29°59'52", a chord bearing and distance of N 87°08'25" W, 12.94 feet, for an arc length of 13.09 feet to a 5/8 inch iron rod with a cap stamped "Pape-Dawson" set for a point of tangency;

N 72°06'25" W, a distance of 6.60 feet to a 5/8 inch iron rod with a cap stamped "Wilson" found for the beginning of a curve to the left;

Northwesterly, along a non-tangent curve to the left, having a radial bearing of S 17°51'31" W, a radius of 25.00 feet, a central angle of 29°59'52", a chord bearing and distance of N 87°08'25" W, 12.94 feet, for an

arc length of 13.09 feet to a 5/8 inch iron rod with a cap stamped "Wilson" found for a point of tangency;

S 77°53'35" W, a distance of 37.84 feet to a 5/8 inch iron rod with a cap stamped "Wilson" found for the beginning of a curve to the right;

THENCE: Northwesterly, along a non-tangent curve to the right, having a radial bearing of N 12°05'56" W, a radius of 25.00 feet, a central angle of 113°38'58", a chord bearing and distance of N 45°16'27" W, 41.85 feet, for an arc length of 49.59 feet to the POINT OF BEGINNING, and containing 1.109 acres in the City of Baytown, Chambers County, Texas.

Tract 2: Easement Estate

Easement Estate created by that certain Declaration of Access and Utility Easements dated July 10, 2025, executed by BE Devinwood Realty, Ltd., a Texas limited partnership in favor of present and future owners and occupants, recorded at Chambers County Clerk's File No. 2025-215668.

Tract 3: Easement Estate

Easement Estate created by that certain Easement Agreement dated July 11, 2025, executed by BE DEVINWOOD REALTY, LTD., a Texas limited partnership in favor of McDONALD'S USA, LLC, a Delaware limited liability company, recorded at Chamber's County Clerk's File No. 2025-215671.

EXHIBIT B
Permitted Exceptions

1. The restrictive covenants of record itemized below:

   Volume A, Page 264, Plat Records, Chamber's County, Texas, (2006) Volume 891, Page 119 (2006017814), Official Public Records, Chamber's County, Texas and Chamber's County Clerk's File No(s). 2022186721, 2022187058, 2022187059, 2022187066, 2025-216232 and 2025-215670.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the recorded plat:

   i.) utility easement 16 feet in width along the west property line;
   ii.) Multiple utility easement 10 feet in width along the south property line;

3. Easement(s) contained in the Special Warranty Deed with Vendor's Lien recorded on August 16, 2006, under (2006) 17814 Volume 891, Page 119 (2006017814), Official Public Records, Chambers County, Texas:

   Purpose: landscape easement 10 feet in width extending from the Southeast corner of the subject tract a distance of 200 feet westward; and

   Purpose: subdivision sign together with ingress and egress over the surface pavement as described Therein

4. Terms, Conditions, and Stipulations in the Special Warranty Deed with Vendor's Lien recorded on August16, 2006, under (2006) 17814 Volume 891, Page 119 (2006017814), Official Public Records, Chambers County, Texas.

5. Agreement for Underground Electric Service, executed by CenterPoint Energy Houston Electric, LLC, a Texas corporation and Brazos River North South, Ltd., recorded on August 17, 2005, as Document No. (2005) Volume 802, Page 566 (2005007319), Official Public Records, Chambers County, Texas.

6. Easement Estate created by that certain Declaration of Access and Utility Easements dated July 10, 2025, executed by BE Devinwood Realty, Ltd., a Texas limited partnership in favor of present and future owners and occupants, recorded at Chambers County Clerk's File No. 2025-215668.

7. Easement Estate created by that certain Easement Agreement dated July 11, 2025, executed by BE DEVINWOOD REALTY, LTD., a Texas limited partnership in favor of McDONALD'S USA, LLC, a Delaware limited liability company, recorded at Chamber's County Clerk's File No. 2025-215671.

8. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease, BE DEVINWOOD REALTY, LTD., a Texas limited partnership, lessor, McDONALD'S USA, LLC, a Delaware limited liability company, lessee, recorded on July 11, 2025, as Document No. Chamber's County Clerk's File No. 2025-215669.

FILED FOR RECORD IN:
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Heather H. Hawthorne



CITY COUNCIL MEETING 6. o.

Meeting Date: 05/28/2026
Subject: Consider an amendment to the Flood Damage Prevention Ordinance
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance amending Subpart B "Land Development Code," Chapter 110 "Floods" Article II "Flood Damage Prevention" of the Code of Ordinances, Baytown, Texas to revise as required by the Texas Water Development Board ("TWDB"), and implement changes to the Code of Ordinances in order to comply with Federal Emergency Management Agency's ("FEMA") National Flood Insurance Program (NFIP).

PREFACE

This proposed ordinance amends Subpart B “Land Development Code,” Chapter 110 “Floods” Article II “Flood Damage Prevention” of the Code of Ordinances, Baytown, Texas to revise as required by the Texas Water Development Board (“TWDB”), and implement changes to the Code of Ordinances in order to comply with the Federal Emergency Management Agency ("FEMA”), National Flood Insurance Program (“NFIP”).

The City’s historical partnership with FEMA and participation in the National Flood Insurance Program allows residents to obtain discounted federal flood insurance and secure millions in grants for drainage improvement projects. To maintain compliance to NFIP standards and improve the community’s flood resiliency, an ordinance change is proposed.

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

Ordinance Amending Chapter 110 Floodplain
Chapter 110 Revisions

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 110 “FLOODS,” ARTICLE II “FLOOD DAMAGE PREVENTION,” DIVISION 1 “GENERALLY,” SECTION 110-26 “DEFINITIONS”; SECTION 110-27 “STATUTORY AUTHORIZATION,” SECTION 110-31 “LANDS TO WHICH THIS ARTICLE APPLIES,” SECTION 110-32 “BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA”; AND DIVISION 2 “ADMINISTRATION,” SECTION 110-68 “FLOODPLAIN DEVELOPMENT PERMIT REQUIRED,” AND SECTION 110-71 “SUBSTANTIAL DAMAGE/IMPROVEMENT”; AND DIVISION 3 “FLOOD HAZARD REDUCTION,” SECTION 110-101 “GENERAL STANDARDS,” SECTION 110-102 “SPECIFIC STANDARDS,” SECTION 110-104 “STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES),” SECTION 110-105 “STANDARDS FOR REGULATORY FLOODWAYS,” AND SECTION 110-106 “STANDARDS FOR COASTAL HIGH HAZARD AREAS” OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS ($500.00) FOR EACH VIOLATION; 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 110 "Floods," Article II "Flood Damage Prevention," Division 1 “Generally,” Section 110-26 "Definitions" of the Code of Ordinances, Baytown, Texas, is hereby amended to add the definition of "floodproofing" and amend the definition of “lowest floor” which definitions shall read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 110-26. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

. . .

Floodproofing means any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

….

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; Provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of 44 C.F.R. § 60.3.

Section 2: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 1 "Generally," Section 110-27 "Statutory authorization" of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 110-27. Statutory authorization.

The Legislature of the State of Texas has in the Flood Control Insurance Act, V.T.C.A., Water Code § 16.315, delegated the responsibility of the local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does hereby ordain the regulations in this chapter.

Section 3: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 1 "Generally," Section 110-31 "Lands to which article applies" of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 110-31. Lands to which article applies.

This article shall apply to all moderate and special flood hazard areas within the jurisdiction of the City of Baytown.

Section 4: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 1 "Generally," Section 110-32 "Basis for establishing special flood hazard area" of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 110-32. Basis for establishing the special flood hazard area.

The moderate and special flood hazard areas as identified by FEMA in the scientific and engineering reports entitled, "The Flood Insurance Study for Harris County, Texas" effective January 6, 2017 and “The Flood Insurance Study for Chambers County, Texas” dated May 4, 2015, with accompanying flood insurance rate maps and all subsequent amendments and/or revisions thereto are hereby adopted by reference and declared to be a part of this article. Such maps are available for review in the office of the floodplain administrator. Original copies of the official maps and all amendments thereto shall be maintained in the office of the floodplain administrator. In any dispute regarding the maps, the original map maintained at the office of the floodplain administrator shall control.

Section 5: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 2 “Administration,” Section 110-68 "Floodplain development permit required," of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 2. ADMINISTRATION

Sec. 110-68. Floodplain development permit required.

A floodplain development permit shall be required for all proposed development, re-development, or substantial improvement within special or moderate flood hazard areas to ensure conformance with this article. Building and engineering permits with a floodplain review may serve as the floodplain development permit required by this section.

Section 6: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 2 “Administration,” Section 110-71 "Substantial damage/improvement," Subsection (a) (2) of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 2. ADMINISTRATION

Sec. 110-71. Substantial damage/improvement.

(a) *Determinations.*

(2) The floodplain administrator shall make all determinations regarding substantial improvement to a structure within the special flood hazard areas. If the cumulative value of all improvements for the previous five years is less than 50 percent of the market or tax appraisal value of the existing improvements on the structure, then the improvement is not a substantial improvement. Should the proposed improvements be determined to be a substantial improvement, the existing structure and the proposed improvements to the structure shall be required to come into conformance and/or meet the current pertinent requirements of this chapter.

a. The market value of the structure shall be the value determined by the central appraisal district of the appropriate county.

b. The estimated percentage of improvement shall be calculated by dividing the estimated cost of the improvement by the value of the structure prior to improvement.

Section 7: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 3 “Flood Hazard Reduction,” Section 110-101 "General standards," Subsection (8) of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 110-101. General standards.

In all moderate and special flood hazard areas, the following are required:

…

(8) All new or replacement on-site water disposal systems shall be located to avoid impairment to them or contamination from them during flooding; and

Section 8: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 3 “Flood Hazard Reduction,” Section 110-102 "Specific standards," Subsections (2) and (4) of the Code of Ordinances, Baytown, Texas, are hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 110-102. Specific standards.

The design and construction of projects located within an area of special or moderate flood hazard shall, at a minimum, meet the following requirements:

…

(2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, and all components of the electrical and mechanical systems and any other service facility elevated to at least the 500-year floodplain elevation or 24 inches above the base flood elevation, whichever is higher, with plumbing systems designed and/or located so as to prevent floodwaters from entering or damaging them or, together with attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation or 24 inches above the base flood level, whichever is higher, the structure is watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Designs for meeting this requirement must be certified by a registered professional engineer licensed to practice in Texas to meet or exceed the minimum criteria.

…

(4) *Manufactured homes.*

a. All manufactured homes placed or substantially improved within a moderate or special flood hazard area on the community's FIRM, including but not limited to, those manufactured homes located outside of the manufactured home park or subdivision, in the new manufactured home park or subdivision, in an expansion to existing manufactured home park or subdivision or in an existing manufactured home park or subdivision, shall be elevated on a permanent foundation so that the lowest horizontal structural member of the manufactured home as well as all components of the mechanical, electrical, and plumbing systems and any other service facility are elevated to at least the 500-year floodplain elevation or 24 inches above the base flood elevation, whichever is higher. Plumbing systems shall be designed and/or located so as to prevent floodwaters from entering or damaging them. For the purposes of this subsection, manufactured homes must be elevated and anchored to resist flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. All manufactured homes placed or substantially improved on site in an existing manufactured home park or subdivision, within the moderate or special flood zone area, on the community's FIRM, that are not subject to the provisions of section 110-104(4)(a), shall be elevated so that either:

i) The lowest floor of the manufactured home is at or above the base flood elevation, or
ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of equivalent strength to satisfy the requirements of section 110-104(4)(a).

Section 9: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 3 "Flood Hazard Reduction," Section 110-104 "Standard for areas of shallow flooding (AO/AH zones)," Subsection 4 of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 110-104. Standard for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 110-32 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following shall apply:

…

(4) Adequate drainage paths around structures on slopes to guide water around and away from those structures shall be required.

Section 10: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 3 "Flood Hazard Reduction," Section 110-105 "Standards for regulatory floodways," of the Code of Ordinances, Baytown, Texas, is hereby amended to add Subsection (4), Subsection(4) shall read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 110-105. Standard for regulatory floodways.

Located within areas of special flood hazard established in section 110-32 are areas designated as regulatory floodways. Since the regulatory floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following shall apply:

…

(4) The City Engineer shall establish the floodway based on FEMA's documents and other engineering studies. The City Engineer shall enforce compliance with no rise standards. The capacity to carry the base flood elevation without increasing the water surface elevation shall be maintained.

Section 11: That Chapter 110 "Floods," Article II "Flood Damage Prevention," Division 3 "Flood Hazard Reduction," Section 110-106 "Standards for coastal high hazard areas," Subsection (2) of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 110. FLOODS

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 110-106. Standards for coastal high hazard areas.

Located within the special flood hazard areas established in section 110-32 are areas designated as coastal high hazard areas (zone V1-30, VE and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the design and construction of projects located within an area of coastal high hazard shall, at a minimum, meet the following requirements:

…

(2) All new construction, substantial improvements shall be elevated on pilings and columns so that:

a. The Elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor, excluding the pilings or columns of all new and substantially improved structures, and whether or not such structures contain a basement, is elevated 24 inches above the base flood level or 500-year elevation whichever is higher;

b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those required by applicable state or local building standards; and

c. A registered professional engineer shall develop or review the structural design, specifications and plans for the construction.

Section 12: 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 13: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or the 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 14: 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 of not more than FIVE HUNDRED AND NO/100 DOLLARS ($500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 15: This ordinance shall take effect from and after ten (10) days from its passage by the City Council of the City of Baytown. 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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

City of Baytown Code of Ordinances
Subpart B – Land Development Code
Chapter 110 – Floods
Article II- Flood Damage Prevention

No	Ordinance Section	Original Ordinance	Updated Ordinance
1	Division 1, Sec.110-27- Statutory authorization	The state legislature has in the Flood Control Insurance Act, V.T.C.A., Water Code § 16.315, delegated the responsibility of the local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does hereby ordain the regulations in this chapter. (Code 1967, § 12½-1; Ord. No. 4233, § 1, 8-22-85; Ord. No. 10,609, § 1, 5-22-07; Ord. No. 10,617, § 2, 6-7-07; Ord. No. 14,605, § 9, 12-10-20)	The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code § 16.315, delegated the responsibility of the local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of City of Baytown hereby ordain the regulations in this chapter. (Code 1967, § 12½-1; Ord. No. 4233, § 1, 8-22-85; Ord. No. 10,609, § 1, 5-22-07; Ord. No. 10,617, § 2, 6-7-07; Ord. No. 14,605, § 9, 12-10-20)
4	Division1, Sec. 110-26-Definitions. "Floodproofing"	Ordinance exist but definition of Floodproofing is missing.	*Floodproofing* means any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
5	Division1, Sec.110-26 – Definitions. "Lowest floor"	*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the	*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; Provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of 44 CFR 60.3.

		National Flood Insurance Program regulations.	
6	Division1, Sec. 110-31- Lands to which article applies.	This article shall apply to all moderate and special flood hazard areas within the jurisdiction of the city. (Code 1967, § 12½-10; Ord. No. 4233, § 1, 8-22-85; Ord. No. 12,823, § 1, 4-9-15; Ord. No. 14,605, § 9, 12-10-20)	This article shall apply to all moderate and special flood hazard areas within the jurisdiction of City of Baytown. (Code 1967, § 12½-10; Ord. No. 4233, § 1, 8-22-85; Ord. No. 12,823, § 1, 4-9-15; Ord. No. 14,605, § 9, 12-10-20)
7	Division1, Sec. 110-32- Basis for establishing the special flood hazard area.	The moderate and special flood hazard areas as identified by FEMA in the scientific and engineering reports entitled, "The Flood Insurance Study for Harris County, Texas" effective June 18, 2007, including any FEMA-issued preliminary maps, and "The Flood Insurance Study for Chambers County, Texas" dated May 4, 2015, with accompanying flood insurance rate maps and all subsequent amendments and/or revisions thereto are hereby adopted by reference and declared to be a part of this article. Such maps are available for review in the office of the floodplain administrator. Original copies of the official maps and all amendments thereto shall be maintained in the office of the floodplain administrator. In any dispute regarding the maps, the	The moderate and special flood hazard areas as identified by FEMA in the scientific and engineering reports entitled, "The Flood Insurance Study (FIS) for Harris County, Texas" effective January 6, 2017, and "The Flood Insurance Study for Chambers County, Texas" dated May 4, 2015, with accompanying flood insurance rate maps and any revisions there to are hereby adopted by reference and declared to be a part of this ordinance. Such maps are available for review in the office of the floodplain administrator. Original copies of the official maps and all amendments thereto shall be maintained in by the office of the floodplain administrator. In any dispute regarding the maps, the original map maintained at the office of the floodplain administrator shall control.

		original map maintained at the office of the floodplain administrator shall control.	
8	Division 3, Sec.110-101 (8)	(8) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding; and	(8) All new or replacement on-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding; and
9	Division3, Sec. 110-102 (4) – Manufactured homes.	All manufactured homes placed or substantially improved within a moderate or special flood hazard area on the community's FIRM must be elevated on a permanent foundation so that the lowest horizontal structural member of the manufactured home as well as all components of the mechanical, electrical, and plumbing systems and any other service facility are elevated to at least the 500-year floodplain elevation or 24 inches above the base flood elevation, whichever is higher. Plumbing systems shall be designed and/or located so as to prevent floodwaters from entering or damaging them. For the purposes of this subsection, manufactured homes must be elevated and anchored to resist flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground	(4) *Manufactured homes*. a. All manufactured homes placed or substantially improved within a moderate or special flood hazard area on the community's FIRM, including but not limited to, those manufactured homes located outside of the manufactured home park or subdivision, in the new manufactured home park or subdivision, in an expansion to existing manufactured home park or subdivision or in an existing manufactured home park or subdivision shall be- elevated on a permanent foundation so that the lowest horizontal structural member of the manufactured home as well as all components of the mechanical, electrical, and plumbing systems and any other service facility are elevated to at least the 500-year floodplain elevation or 24 inches above the base flood elevation, whichever is higher. Plumbing systems shall be designed and/or located so as to prevent floodwaters from entering or damaging them. For the purposes of this subsection, manufactured homes must be elevated and anchored to resist flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to

		anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.	applicable state and local anchoring requirements for resisting wind forces. b. All Manufactured homes to be placed or substantially improved on site in an existing manufactured home park or subdivision within moderate or special flood zone area on community's FIRM that are not subject to the provisions of section 110-104 (4) a shall be elevated so that either: i) The lowest floor of the manufactured home is at or above the base flood elevation or ii) The manufactured home chassis is supported by reinforced piers or other foundation elements equivalent strength to satisfy the requirements of section 110-104 (4) a.
10	Division3, Sec.110-102 (2)- Nonresidential construction.	*Nonresidential construction.* New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, and all components of the electrical and mechanical systems and any other service facility elevated to at least the 500-year floodplain elevation or 24 inches above the base flood elevation, whichever is higher, with plumbing systems designed and/or located so as to prevent floodwaters from entering or damaging them or, together with	*Nonresidential construction.* New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, and all components of the electrical and mechanical systems and any other service facility elevated to at least the 500-year floodplain elevation or 24 inches above the base flood elevation, whichever is higher, with plumbing systems designed and/or located so as to prevent floodwaters from entering or damaging them or, together with attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation or 24 inches above the base flood level, whichever is higher, the structure is watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

		attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation or 24 inches above the base flood level, whichever is higher, the structure is watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.	Designs for meeting this requirement must be certified by a registered professional engineer licensed to practice in Texas to meet or exceed the minimum criteria.
11	Division3, Sec. 110-104 (4)- Manufactured home	Drainage paths around structures on slopes to guide water away from those structures shall be required.	*Adequate drainage path around structures on slopes to guide water around and away from those structure shall be required.*
12	Division3, Sec.110-105- Standards for regulatory floodways.	Located within areas of special flood hazard established in section 110-32 are areas designated as regulatory floodways. Since the regulatory floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following shall apply: (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway,	Located within areas of special flood hazard established in section 110-32 are areas designated as regulatory floodways. Since the regulatory floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following shall apply: (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway, unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

		unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge. (2) If subsection (1) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter. (3) Under the provisions of 44 C.F.R. §65.12 of the National Flood Insurance Program regulations, the city may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided the city first applies for a conditional FIRM and floodway revision through FEMA.	(2) If subsection (1) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter. (3) Under the provisions of 44 C.F.R. §65.12 of the National Flood Insurance Program regulations, the city may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided the city first applies for a conditional FIRM and floodway revision through FEMA. (4) The City Engineer shall establish the floodway based on FEMA's documents and other engineering studies. The city engineer shall enforce the compliance with no rise standards. The capacity to carry the base flood elevation without increasing the water surface elevation shall be maintained.

City of Baytown Code of Ordinances
Subpart B – Land Development Code
Chapter 110 – Floods
Article II- Flood Damage Prevention

13	Division3, Sec. 110-106	Located within the special flood hazard areas established in section 110-32 are areas designated as coastal high hazard areas (zone V1-30, VE and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the design and construction of projects located within an area of coastal high hazard shall, at a minimum, meet the following requirements: (1) All new construction shall be located landward of the reach of mean high tide; (2) All new construction, substantial improvements shall be elevated on pilings and columns so that: a. The bottom of the lowest horizontal structural member of the lowest floor, excluding the pilings or columns, is elevated 24 inches above the base flood level;	Located within the special flood hazard areas established in section 110-32 are areas designated as coastal high hazard areas (zone V1-30, VE and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the design and construction of projects located within an area of coastal high hazard shall, at a minimum, meet the following requirements: (1) All new construction shall be located landward of the reach of mean high tide; (2) All new construction, substantial improvements shall be elevated on pilings and columns so that: a. The Elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor, excluding the pilings or columns of all new and substantially improved structures, and whether or not such structures contain a basement, is elevated 24 inches above the base flood level or 500-year elevation whichever is higher;
15	Division2, Sec.110-68 Permit review	Sec. 110—68 Floodplain development permit required.	Sec. 110—68 Floodplain development permit required.

		A floodplain development permit shall be required for all proposed development, re-development, or substantial improvement within special or moderate flood hazard areas to ensure conformance with this article.	A floodplain development permit shall be required for all proposed development, re-development, or substantial improvement within special or moderate flood hazard areas to ensure conformance with this article. Building and Engineering permits with a floodplain review may serve as the floodplain development permit.
16	Division2, Sec. 110-71 Substantial Damage/improvement	(a) *Determinations.* (1) The floodplain administrator shall make all determinations regarding substantial damage to a structure within the special flood hazard areas. Should the structure be determined to be substantially damaged, that structure shall be required to meet all of the current pertinent requirements of this chapter. a. The market value of the structure shall be the value determined by the central appraisal district of the appropriate county.	(a) *Determinations.* (1) The floodplain administrator shall make all determinations regarding substantial damage to a structure within the special flood hazard areas. Should the structure be determined to be substantially damaged, that structure shall be required to meet all of the current pertinent requirements of this chapter. a. The market value of the structure shall be the value determined by the central appraisal district of the appropriate county. b. The estimated amount of damage shall be calculated by dividing the estimated cost to repair the structure to its pre-damaged condition by the market value of the structure. c. If a structure was determined to be damaged less than 50 percent of its pre-damage market value but the actual value of the repairs exceed 50 percent of

			b. The estimated amount of damage shall be calculated by dividing the estimated cost to repair the structure to its pre-damaged condition by the market value of the structure. c. If a structure was determined to be damaged less than 50 percent of its pre-damage market value but the actual value of the repairs exceed 50 percent of the pre-damage market value, the structure will fall under the category of substantially improved and will be required to meet all of the current pertinent requirements of this chapter. (2) The floodplain administrator shall make all determinations regarding substantial improvement to a structure within the special flood hazard areas. Should the proposed improvements be determined to be a	the pre-damage market value, the structure will fall under the category of substantially improved and will be required to meet all of the current pertinent requirements of this chapter. (2) The floodplain administrator shall make all determinations regarding substantial improvement to a structure within the special flood hazard areas. If the cumulative value of all improvements for the previous five years is less than 50 percent of the market or tax appraisal value of the existing improvements on the structure than the improvement is not a substantial improvement. Should the proposed improvements be determined to be a substantial improvement, the existing structure and the proposed improvements to the structure shall be required to come into conformance and/or meet the current pertinent requirements of this chapter. a. The market value of the structure shall be the value determined by the central appraisal district of the appropriate county. b. The estimated percentage of improvement shall be calculated by dividing the estimated cost of the improvement by the value of the structure prior to improvement.

			substantial improvement, the existing structure and the proposed improvements to the structure shall be required to come into conformance and/or meet the current pertinent requirements of this chapter. a. The market value of the structure shall be the value determined by the central appraisal district of the appropriate county. b. The estimated percentage of improvement shall be calculated by dividing the estimated cost of the improvement by the value of the structure prior to improvement.	

CITY COUNCIL MEETING 7. a.

Meeting Date: 05/28/2026

Subject: Consider a resolution authorizing three (3) appointments to the Community Development Advisory Committee.

Prepared by: Miriam Hernandez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider a resolution authorizing three (3) appointments to the Community Development Advisory Committee.

PREFACE

The Community Development Advisory Committee (CDAC) is a nine (9) member Board who is charged with holding public hearings, reviewing the status of funded programs, and advising the City Council on the annual budget for the Community Development Block Grant funds. The Baytown Code of Ordinances states that the composition of the CDAC shall have representation of low to moderate income areas of the city, as defined by the Department of Housing and Urban Development. Minority groups will at least be represented in proportion to such citywide percentage representation. The Committee shall consist of at least one (1) member from each of the six (6) council districts and three (3) at-large positions.

This item allows City Council to consider three (3) appointments to the Community Development Advisory Committee.

Below is the current position to consider.

Name	Position	Term Being Appointed
Vacant	At-Large	01/06/2026 - 12/31/2027
Vacant	District 5	01/06/2026 - 12/31/2027
Anita Nichols	District 3	01/06/2026 - 12/31/2027

Attachments

Resolution - Appointment to CDAC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 2-388 of the City of Baytown's Municipal Code of Ordinances provides for the appointment of the Boards of Director to the Community Development Advisory Committee (Committee); 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, Texas hereby appoints one (1) member to the Community Development Advisory Committee as follows.

A. _____ is appointed to serve as a Member of the Committee with a term expiring on December 31, 2027;

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 28th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 10. a.

Meeting Date: 05/28/2026
Subject: Executive session 551.087 Economic Development
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 551.087 of the Texas Government Code to discuss economic development negotiations.

PREFACE