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, JUNE 11, 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 James Franco, District No. 4

1. CITIZEN COMMENTS

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

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on April 23, 2026, and May 14, 2026.

b. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the Municipal Development Districts (MDD) Attorney(s).

3. CITY COUNCIL ITEMS - MINUTES

a. Consider approving the minutes of the City Council Public Forum for ExxonMobil Baytown Event Center Design held on April 16, 2026.

b. Consider approving the minutes of the City Council Work Sessions and City Council Regular Joint Municipal Development District meetings held on April 23, 2026, and May 14, 2026.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation recognizing the Friends of the Library's 75th Anniversary.

5. PUBLIC HEARINGS

a. Conduct the first public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land in the City's extraterritorial jurisdiction, generally located east of Garth Road and west of North Main Street and north of East Wallisville Road.

b. Conduct the second public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land in the City's extraterritorial jurisdiction, generally located east of Garth Road and west of North Main Street and north of East Wallisville Road.

6. PROPOSED RESOLUTIONS

a. Consider a resolution granting the petition for the proposed annexation of approximately 0.998 acres of land at 8220 North State Highway 146.

7. REPORTS

a. Receive the City of Baytown Single Audit for the fiscal year ending September 30, 2025.

8. CONSENT

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

a. Consider an ordinance approving Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

b. Consider an ordinance authorizing the Second Amendment to the Slate Agreement for Graphic Design.

c. Consider an ordinance awarding the Annual Liquid Chlorine to Brenntag Southwest LLC.

d. Consider a resolution authorizing the City Manager to submit an application to the Fiscal Year 2025 Assistance to Firefighters Grant Program on behalf of the Fire Department.

e. Consider a resolution authorizing an application for a scoping study through the Fiscal Year 2024 Flood Mitigation Assistance Program administered by the Texas Water Development Board on behalf of Fire/Office of Emergency Management.

f. Consider an ordinance authorizing a professional services agreement for Construction Phase Services with HDR Engineering, Inc., for the Market Street Revitalization Project.

g. Consider a resolution authorizing the submission of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Application to the Texas Water Development Board (TWDB) in the amount of $9,685,000.00, for the PFAS treatment project at the Baytown Area Water Authority Surface Water Treatment Plants.

h. Consider an ordinance authorizing, subject to the District’s approval of a Lease Agreement, a Lease Agreement with Goose Creek Consolidated Independent School District for the Use of Property Located at 2615 Virginia Street for Public Library Purposes.

j. Consider an ordinance ratifying emergency services to the Central, Northeast, and East District Wastewater Treatment Plants from Magna Flow Environmental, Inc.

9. APPOINTMENTS

a. Confirmation of the City Manager's appointment of an Assistant City Manager.

10. MANAGER'S REPORT

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or

discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member James Franco regarding projects, programs and events in District No. 4.

12. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Texas Government Code Section 551.071 to seek the advice of the City's attorneys regarding pending or contemplated litigation.

13. ADJOURN

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

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6690, FAX 281-420-7176, OR CONTACT 281-420-6690 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM

Approved for posting:

/S/Carol Flynt, Assistant City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 5th day of June 2026, at 11:30 A.M.

CITY COUNCIL MEETING 2. a.

Meeting Date: 06/11/2026

Subject: Minutes of the Municipal Development District and City Council Regular Joint Meeting held on April 23, 2026 and May 14, 2026.

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Ineka Salas, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on April 23, 2026, and May 14, 2026.

PREFACE

Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on April 23, 2026, and May 14, 2026.

Attachments

Exhibit A
Exhibit B

DRAFT

MINUTES OF THE JOINT REGULAR MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

April 23, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Regular Meeting on Thursday, April 23, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

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

Mayor / President Charles Johnson convened the April 23, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:53 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge were led by Mayor Pro Tem / Vice President Laura Alvarado and Invocation were led by Pastor Rumualdo Gonzalez from Central Baptist Church.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced no citizens signed up to speak.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing funding for the continued engagement of Husch Blackwell LLP to advise on economic development and general legal matters.

Manager of Economic Development Brian Moran provided a summary regarding authorizing funding for the continued engagement of Husch Blackwell, LLP.

A motion was made by Director Sarah Graham and seconded by Vice President Laura Alvarado to approve Resolution No. 506, as submitted. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Jacob Powell, Director Sarah Graham, Director Kenrick Griffith, Director James Franco, and Director Mike Lester

Nays: None

Approved

RESOLUTION NO. 506

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING FUNDING FOR THE CONTINUED ENGAGEMENT OF HUSCH BLACKWELL, L.L.P., FOR ECONOMIC DEVELOPMENT, AND GENERAL LEGAL MATTERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-THOUSAND AND NO/100 DOLLARS ($150,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating April 12 - 18, 2026, as National Public Safety Telecommunicators Week.

Mayor Charles Johnson was joined by Chief Stringer and Council Members to thank the City of Baytown Telecommunicators for their tireless efforts.

b. Present a proclamation designating April 24 - 26 as Bikers Against Child Abuse (BACA) Heroes Weekend.

Mayor Charles Johnson announced this item will be taken after Item 3.c.

Mayor Charles Johnson was joined by BACA Representatives and Council Members to thank them for their commitment to helping children against abuse.

c. Present a proclamation designating May 3 - 9, 2026, as Public Service Recognition Week.

Mayor Charles Johnson took this item before Item 3.b.

Mayor Charles Johnson was joined by Public Service Directors, Staff, and Council Members to thank them for their continuous efforts.

d. Present a proclamation designating May 3 - 9, 2026, as Municipal Clerks Week.

Mayor Charles Johnson was joined by the City Clerk Angela Jackson and Council Members to thank them for their continued efforts.

e. Present a proclamation designating May 3 - 9, 2026, as National Correctional Officers Week.

Mayor Charles Johnson was joined by Chief Stringer and Council Members to thank them for their dedication.

f. Receive recognition from the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for the City of Baytown's implementation of their R.O.A.D. Ready Program in the Parks, Recreation, & Tourism Department.

Director of Human Resources Joey Lopez provided an overview welcoming Risk Coordinator Ava Hudnall and TMLIRP Representative Manny Trejo.

Ms. Hudnall provided a summary regarding the R.O.A.D. Ready Program.

Mr. Trejo, presented the R.O.A.D. Ready Program award to Parks, Recreation, and Tourism Staff.

4. PUBLIC HEARINGS

a. Conduct a public hearing for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Division 2.3 and 10.2 of the ULDC, regarding Short-Term Rental operations within Residential and Mixed-Use Zoning Districts.

At 7:19 P.M., Mayor Charles Johnson opened the public hearing considering amending Chapter 111of the Unified Land Development Code.

Assistant Director of Planning and Development Services Calvin Abram summarized the subject matter of the hearing. (Exhibit A)

The Planning and Zoning Commission held the required public hearings and recommended denial. Mr. Abram relayed staff recommended approval.

Council Members expressed their recommendations addressing short-term rental accommodations for living arrangements, restrictions, and enforcement roles.

City Attorney Scott Lemond provided legal clarification regarding zoning, Hotel Occupancy Taxes (HOT), and legal boundaries of short-term rentals within the City of Baytown for an executive session.

City Manager Jason Reynolds provided suggestions for the City Council to further discuss implementing certain regulations for applicants to abide by.

The Mayor and Council Members requested further clarification for stipulations of regulating the short-term rentals, policies and procedures for continuation of the guidelines set.

Marie Drewkoswki, 4705 Burningtree Dr., shared recommendations for addressing and acting on the proposed ordinance.

Nora Smith, 5007 Ashwood Dr., shared her concerns for vetting potential occupants and local effects of short-term rentals.

Chet Theiss, 211 Post Oak Dr., expressed his recommendations to delay taking action on this item due to ongoing incidents with short-term rentals.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to extend Mr. Theiss time by one minute. The vote was as follows:

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

Nays: None

Approved

At 8:15 P.M., Mayor Charles Johnson closed the public hearing considering amending Chapter 111 of the Unified Land Development Code.

b. Consider an ordinance for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Division 2.3 and 10.2 of the ULDC, regarding Short-Term Rental operations within Residential and Mixed-Use Zoning Districts.

Mayor Charles Johnson recommended to the City Council, to suspend this item for additional discussion.

City Manager Jason Reynolds requested a consensus from the Mayor and Council Members.

City Attorney Scott Lemond expressed limiting discussions regarding potential vendors.

Council Members requested a combined direction list to address recommendations.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve suspending for no later than the second meeting in June. The vote was as follows:

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

Nays: None

Approved

c. Conduct a public hearing to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

Mayor Charles Johnson informed the City Council the applicant requested to push this item to a future meeting.

d. Consider an ordinance to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

Mayor Charles Johnson informed the City Council the applicant requested to push this item to a future meeting.

5. DISCUSSIONS

a. Discussion regarding closed session agenda items.

Council Member Kenrick Griffith provided some recommendations regarding how to word executive sessions for transparency purposes.

City Attorney Scott Lemond, provided legal guidance for description of executive session items when posting.

Council Member Mike Lester requested to review the process of how items are added to the agenda.

City Manager Jason Reynolds, addressed the concerns and recommendations regarding adding items to the City Council agendas.

Mayor Charles Johnson thanked Mr. Reynolds for his handling of the discussions from City Council.

6. PROPOSED RESOLUTIONS

a. Consider a resolution granting the petition for the proposed annexation of approximately 202.48 acres of land, located on the north and south sides of Battlebell Road and the east side of John Martin Road, and sections of Battlebell and Jones Road.

Assistant Director of Planning and Development Services Calvin Abram provided a summary regarding annexation of approximately 202.48 acres of land. (Exhibit B)

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Resolution No. 3090, with the correction of East to reflect as West. The vote was as follows:

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

Nays: Council Member Kenrick Griffith

Approved

RESOLUTION NO. 3090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF GOOSE CREEK COMMERCE CENTER FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 202.48 TOTAL ACRES. PROPERTIES OF APPROXIMATELY 193.701 ACRES LOCATED ON THE NORTH AND SOUTH SIDES OF BATTLEBELL ROAD AND THE EAST SIDE OF JOHN MARTIN ROAD, 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 JONES ROAD RIGHT-OF-WAY EXTENDING WESTWARD FROM THE INTERSECTION OF JOHN MARTIN ROAD APPROXIMATELY 3,745 FEET, OUT OF THE TALLCOT PATCHING SURVEY, ABSTRACT NO. 620 AND THE SANDFORD RICE SURVEY, ABSTRACT NO. 682, HARRIS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Items 7.a., thru Items 7.i., as submitted. The vote was as follows:

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

Nays: None

Approved

a. Consider an ordinance amending Chapter 42, "Health and Sanitation," of the City of Baytown Code of Ordinances to update the permit fee schedule for food or food service establishments, update food manager certification requirements, revise cottage food regulations consistent with state law, and adopt the FDA Food Code 2022.

ORDINANCE NO. 16,449

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 1 "GENERALLY," SECTION 42-131 "DEFINITIONS" TO ADD THE DEFINITION OF CERTIFIED FOOD MANAGER; AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 1 "GENERALLY," SECTION 42-133 "ADOPTION OF STATE RULES" TO AMEND SUBSECTION (A)(1) AND SUBSECTION (B)(2) AND REPEAL SUBSECTIONS (B)(3)-(4); AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 1 "GENERALLY," SECTION 42-151 "FARMER'S MARKETS" TO AMEND SUBSECTION (A), SUBSECTION (C), AND SUBSECTION (D); AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 2 "PERMIT," SECTION 42-177 "FOOD MANAGER CERTIFICATION" TO AMEND SUBSECTIONS (A)-(D) AND ADD A NEW SUBSECTION (E); AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 2 "PERMIT," SECTION 42-178 "FEES," TO AMEND SUBSECTIONS (A)(1), (A)(2), (A)(4) AND (A)(5) AND ADD SUBSECTIONS (D) AND (E), OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing the declaration of surplus property and approving the sale of approximately 0.1194 acres of land located at 3316 Illinois Avenue,

legally described as Lot Eighteen (18), Block Eight (8), of East Baytown, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 7, Page 54, of the Map Records of Harris County, Texas.

ORDINANCE NO. 16,450

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF APPROXIMATELY 0.1194 ACRES OF LAND LOCATED AT 3316 ILLINOIS AVENUE, LEGALLY DESCRIBED AS LOT EIGHTEEN (18), BLOCK EIGHT (8), OF EAST BAYTOWN, IN HARRIS COUNTY, TEXAS TO XIN ZHANG AND YUEXIN LIU; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from Verizon Wireless through the Texas Department of Information Resources cooperative contract DIR-TELE-CTSA-003.

ORDINANCE NO. 16,451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING A CONTRACT FOR WIRELESS VOICE AND DATA SERVICES, AND ASSOCIATED EQUIPMENT, TO VERIZON WIRELESS THORUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES THROUGH NOVEMBER 5, 2027; AUTHORIZING PAYMENT FOR THE CONTRACT YEAR ENDING NOVEMBER 5, 2026 IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED, SEVENTY-THOUSAND DOLLARS ($370,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider a resolution authorizing the City Manager to submit a request for funding support to the Houston Ship Channel Security District on behalf of the City of Baytown Police Department.

RESOLUTION NO. 3091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A REQUEST FOR FUNDING SUPPORT TO THE HOUSTON SHIP CHANNEL SECURITY DISCTRICT ON BEHALF OF THE BAYTOWN POLICE DEPART, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED

FIFTY-TWO AND NO/100 DOLLARS ($125,452.00) FOR TRUCK, TRAILER, RESPONSE BOAT, AND COMMUNICATIONS EQUIPMENT FOR THE DIVE RESPONSE TEAM; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THERE FROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the first renewal of the Liquid Chlorine chemical contact with PVS DX, Inc.

ORDINANCE NO. 16,452

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE FIRST RENEWAL OF THE ANNUAL LIQUID CHLORINE PURCHASE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND PVS DX, INC.; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($438,600.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing the first renewal of the Liquid Cationic Polymer chemical contract with Polydyne Inc.

ORDINANCE NO. 16,453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE FIRST RENEWAL OF THE ANNUAL LIQUID CATIONIC POLYMER PURCHASE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND POLYDYNE, INC.; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED EIGHTY-FIVE AND 40/100 DOLLARS ($439,285.40); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing the first renewal of the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, LLC.

ORDINANCE NO. 16,454

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE FIRST RENEWAL OF THE ANNUAL LIQUID AMMONIUM SULFATE PURCHASE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND CHEMTRADE CHEMICALS US, LLC; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED ELEVEN AND 80/100 DOLLARS ($139,411.80); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing an easement to CenterPoint Energy for the East District Wastewater Treatment Plant Phase 2 Rehabilitation Project.

ORDINANCE NO. 16,455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CONVEYANCE OF A BLANKET EASEMENT TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC IN CONNECTION WITH THE EAST DISTRICT WASTEWATER TREATMENT PLANT PHASE TWO REHABILITATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET EASEMENT AGREEMENT INVOLVING, APPROXIMATELY 41.23 ACRES OF LAND, WITH CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance awarding the Bulk Hydraulic Cement Contract to Ash Grove Cement Company, through a cooperative purchasing agreement with Tarrant County.

ORDINANCE NO. 16,456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) TO ASH GROVE CEMENT COMPANY FOR THE ANNUAL BULK HYDRAULIC CEMENT CONTRACT THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH TARRANT COUNTY; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. MANAGER'S REPORT

- Planning and Development Services (PDS)
    - Four members from our PDS team recently earned their ICC certifications:
        - Lorena Portillo – Residential Plans Examiner
        - Stephanie Blanchat – Commercial Building Plans Examiner
        - Alex Gelmis – Commercial Plumbing Inspector
        - Dallas Edwards – Commercial Plumbing Inspector
    - Congratulations, and thank you for your commitment to serving our community!
    - The City of Baytown has been recognized as a Tourism Friendly Texas Certified Community. This program highlights our commitment to growing tourism as a key driver of economic impact. Our focus is on creating meaningful connections to our public spaces, programs, and events—enhancing quality of life for residents while improving the visitor experience. We will continue promoting the unique assets that make Baytown special. Congratulations to our team and community for this achievement.
- Three of our departments were recently recognized during National Telecommunicators Week, National Library Week, and Community Development Week, as well as Fair Housing Month. I want to thank each of these teams for the incredible work they do every day. Our organization wouldn't be what it is without your dedication and commitment.
- Public Works and Engineering (PWE)
    - Sterling Beaver presented at the Design Build Institute of America last week; he joined the Carrollo & BGE teams to share insights with the BAWA East Surface Water Treatment Plant Expansion Project. Thank you for representing our organization, Sterling!
- The Household Hazardous Waste Event was a great turnout, with 69 tires collected and 278 vehicles coming through. A big thank you to everyone involved who helped make this event a success.
- We also had the ExxonMobil Baytown Event Center public meeting last week. It was very well attended. The community received a presentation from our consulting team, and then they participated in multiple feedback activities. There is a survey for those that were unable to make it. You can find the survey on baytown.org/embec. We want to hear from as many of our residents as we can as we go through this process. Thank you to all of the staff that made that public meeting happen.

9. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Laura Alvarado regarding projects, programs and events in District No. 1.

Council Member Laura Alvarado reported the current projects, programs and events of District 1:

District 1 continues to see new business development, with the following locations in progress.

- Planning & Development
  - COB Fire Station 2 (2505 Market St)
  - Bay Area Homeless Services (3404 Wisconsin St)
  - St. Joseph Catholic Church Remodel (1907 Carolina St)
  - Baytown Primary Medical Tower (2802 Garth Rd)
  - Rollingbrook Center (1901 Rollingbrook Dr., Bldg. A)
  - Mt. Calvary Missionary Baptist Church (501 S. Atlantic St)
  - City of Baytown Traffic Control Building (2123 Market St Unit C)
- Baytown has been selected to host the Veterans Judo USA Tournament on August 29, 2026, at the Baytown Community Center. The Hyatt Regency Baytown Houston will serve as the host hotel, with approximately 80 room nights anticipated.
- Baytown recently welcomed a regional cat show hosted by The International Cat Association at the Hyatt Regency Baytown–Houston. The event was supported by the Parks, Recreation, and Tourism team and resulted in 103 hotel room nights.
- Texas Parks and Wildlife's March 2026 survey of the Buddy McBride Boat Ramp found high recreational use, with 15 groups observed (13 fishing), anglers visiting from 8 counties, and 65 fish caught across 7 species—indicating strong regional use and continued productive fishing activity.
- The Community Center continues to experience strong participation and engagement across a wide range of programs. For the second consecutive month, Ballet Folklórico classes have maintained high enrollment. The group is currently preparing to perform at the upcoming $1 Taco Night event.

Mayor Charles Johnson shared appreciation for the generosity of a City of Baytown Officer changing a citizen's car tire on the side of the road.

Council Member James Franco shared Officer Nicholas Lewin and Officer Bret Rasch assisted with a road rage incident that involved a gun and expressed appreciation to the Police Department.

10. EXECUTIVE SESSION

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

At 9:18 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.072 of the Texas Government Code to discuss economic development negotiations.

At 9:33 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

11. PROPOSED ORDINANCES

a. Consider an ordinance to exchange tracts of land located at 1004 Market Street, 1006 Market Street, 1010 Market Street, and 1011 West Texas Avenue, with Lee College for tracts of land 909 Decker Drive and 2 Price Street.

City Manager Jason Reynolds provided a summary regarding the potential swap of land with Lee College.

June Stansky, 4601 Driftwood Drive, expressed concern for her local business close to the development of the ExxonMobil Baytown Events Center (EMBEC).

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,457, with amendment to include the items discussed in executive session. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,457

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN AGREEMENT FOR THE EXCHANGE OF CERTAIN REAL PROPERTY WITH LEE COLLEGE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

12. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the April 23, 2026, Municipal Development District and City Council Regular Joint Meeting at 9:44 P.M.

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Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

DRAFT

MINUTES OF THE JOINT REGULAR MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

May 14, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Joint Regular Meeting on Thursday, May 14, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem / Vice President
Sarah Graham	Council Member / Director
Kenrick Griffith	Council Member / Director
Jacob Powell	Council Member / Director
Mike Lester	Council Member / Director
Charles Johnson	Mayor / President
Jason Reynolds	City Manager / General Manager
Scott Lemond	City Attorney / General Counsel
Angela Jackson	City Clerk / Assistant Secretary
John Stringer	Sergeant at Arms

Mayor / President Charles Johnson convened the May 14, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:56 P.M. All members were present with the exception of Council Member / Director James Franco who was absent.

The Pledge of Allegiance, Texas Pledge and Invocation were led by Council Member / Director Sarah Graham.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced citizens signed up to speak.

Troy Whiteneck, 9946 Bayou Wood Dr., expressed his concerns regarding funding provided for City projects and loss of route on the Houston Transit Bus Service.

Azalia Sprecher, 901 S. Main St., shared her concerns to address driver awareness of road and pedestrian safety in Baytown.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider approving the minutes of the Municipal Development District and City Council Meetings held on February 26, 2026, and March 12, 2026.

A motion was made by Director Kenrick Griffith and seconded by Vice President Laura Alvarado to approve minutes from February 26, 2026, and March 12, 2026, as submitted. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Sarah Graham, Director Kenrick Griffith, Director Jacob Powell and Director Mike Lester

Nays: None

Other: Director James Franco (Absent)

Approved

b. Consider a resolution authorizing an Interlocal Agreement between the Baytown Municipal Development District (MDD) and the City of Baytown regarding the administration and funding of economic development incentives through a unified Chapter 380 program.

Economic Development Manager Brian Moran provided a summary regarding an Interlocal Agreement.

A motion was made by Council Member Sarah Graham and seconded by Vice President Laura Alvarado to approve Resolution No. 507, with the correction of East to reflect as West. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Sarah Graham, Director Kenrick Griffith, Director Jacob Powell and Director Mike Lester

Nays: None

Other: Director James Franco (Absent)

Approved

RESOLUTION NO. 507

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT AUTHORIZING THE PRESIDENT TO EXECUTE AN INTERLOCAL AGREEMENT TO FUND AGREEMENTS, REBATES, REIMBURSEMENTS, OR OTHER INCENTIVES NEGOTIATED, APPROVED, AND/OR EXECUTED BY THE CITY OF BAYTOWN, TEXAS THROUGH A UNIFIED CHAPTER 380 ECONOMIC

DEVELOPMENT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Receive the Baytown Hyatt Regency Quarterly update.

General Manager Jason Reynolds provided the Hyatt Regency Quarterly report and informed the City Council they have met their budget revenue goals for the year.

Mayor Charles Johnson acknowledged the report was received.

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving minutes of the City Council Work Sessions held on March 23, 2026, and April 9, 2026.

b. Consider approving minutes of the City Council Meetings held on March 23, 2026, and April 9, 2026.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve the minutes from March 23, 2026, and April 9, 2026. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

Mayor Charles Johnson took a point of privilege to address Item 6.a., before Item 4.a.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating the month of May as Mental Health Awareness Month.

Mayor Charles Johnson presented the proclamation for mental health awareness month.

b. Present a proclamation designating the month of May as Building Safety Month.

Mayor Charles Johnson was joined by Planning and Development Services Directors, Staff, and Council Members to thank professionals for the assurance of safety standards.

c. Present a proclamation designating May 4 - 8, 2026, as Economic Development Week.

Mayor Charles Johnson was joined by Council Members and Economic Development staff to express appreciation of the team and their hard work.

d. Present a proclamation designating May 10 - 16, 2026, as National Police Week.

Mayor Charles Johnson was joined by Council Members, and Police Staff and thanked them for their dedication and commitment.

e. Present a proclamation designating May 17 - 23, 2026, as National Public Works Week.

Mayor Charles Johnson was joined by Council Members and Public Works Staff and thanked them for their contributions.

f. Present a proclamation designating May 17 - 23, 2026, as National Emergency Medical Services (EMS) Week.

Mayor Charles Johnson was joined by Council Members and Fire Chief Kenneth Dobson and thanked them for their dedication and readiness.

5. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Walgreen Co. for a business retention incentive at 1515 N. Alexander Drive.

Economic Development Manager Brian Moran, provided a summary regarding a 380 agreement with Walgreen Co.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16, 458. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

ORDINANCE NO. 16,458

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 WALGREEN CO. TO MAINTAIN ESSENTIAL RETAIL AND PHARMACY SERVICES FOR THE COMMUNITY BY SUSTAINING THE CONTINUED OPERATION OF THE WALGREENS FACILITY LOCATED AT 1515 N. ALEXANDER DRIVE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Fish Camp Properties Baytown Inc.

Economic Development Manager Brian Moran, provided a summary regarding a 380 agreement with Fish Camp Properties Baytown Inc.

A motion was made by Council Member Jacob Powell and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16, 459, with the correction of East to reflect as West. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

ORDINANCE NO. 16,459

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 FISH CAMP PROPERTIES BAYTOWN, INC. TO SUPPORT THE DEVELOPMENT OF A NEW 13,500-SQUARE-FOOT RESTAURANT FACILITY, TO BE BRANDED AS TIA JUANITA'S FISH CAMP, LOCATED AT 8701 CHAMBERS COMMON DRIVE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN

SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution authorizing the retirement and transfer of Police Service Dog K-9 Hero to his handler, Sergeant Barry Calvert, pursuant to Texas Government Code Chapter 614, Subchapter L.

Chief of Police John Stringer expressed his appreciation for K-9 Hero and his handler Sergeant Calvert.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3092. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE SERVICE DOG K-9 HERO TO HIS HANDLER, SERGEANT BARRY CALVERT, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 614, SUBCHAPTER L.

b. Consider a resolution determining the alternative delivery method for the construction of the ExxonMobil Baytown Events Center and associated facility and site improvements and authorizing the issuance of a request for construction manager at risk proposals.

Assistant Director of Public Works and Engineering Juan Macias provided an overview regarding the delivery of construction services for the ExxonMobil Baytown Events Center.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3093. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DETERMINING THE ALTERNATIVE DELIVERY METHOD FOR THE CONSTRUCTION OF THE EXXONMOBIL BAYTOWN EVENTS CENTER, AND ASSOCIATED FACILITY AND SITE IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF A REQUEST FOR CONSTRUCTION MANAGER AT RISK PROPOSALS; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Items 7.a., thru Items 7.p., with the exception of Item 7.b. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

a. Consider a resolution authorizing the City Manager to submit an application to the Office of the Governor, Public Safety Office's Homeland Security Grant Division, in response to the Fiscal Year 2026 Urban Area Security Initiative - Regular Projects (UASI-R) solicitation on behalf of the Fire Department to sustain the HazMat Team and to appoint an Authorizing Official and a Financial Officer for the project, if funded.

RESOLUTION NO. 3094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE AN APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE'S HOMELAND SECURITY GRANT DIVISION, IN RESPONSE TO THE FY2026 URBAN AREA SECURITY INITIATIVE - REGULAR PROJECTS (UASI-R) SOLICITATION CONCERNING GRANT # 599803-01 ON BEHALF OF THE FIRE DEPARTMENT TO SUSTAIN THE HAZMAT TEAM; DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing an Elevation Project Agreement with Homeowners to issue payment to pre-approved elevation contractors through the FY22 Flood Mitigation Assistance Grant issued by FEMA and administered by the Texas Water Development Board.

Council Members shared the process to qualify for funding and documentation demands for the application and expressed appreciation for those who have been involved in the process.

A motion was made by Council Member Mike Lester and seconded by Council Member Kenrick Griffith to approve Item 7.b, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

ORDINANCE NO. 16,473

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING TWO PROPERTIES AS RECIPIENTS OF THE FY22 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM, 1400 AND 1422 KILGORE ROAD;

AUTHORIZING REIMBURSEMENT TO RECIPIENTS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the revision of the Texas General Land Office (GLO) Community Development Block Grant - Disaster Mitigation Grant #22-085-012-D240 for the East District Wastewater Treatment Plant (Project WWTP-2101) budget to include additional local match.

ORDINANCE NO. 16,460

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SUBMISSION OF OFFICIAL REQUEST DOCUMENTATION TO THE TEXAS GENERAL LAND OFFICE (GLO) IN ACCORDANCE WITH PARAGRAPH 8.16 OF GLO CONTRACT NO. #22-085-012-D240 COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM INFRASTRUCTURE PROJECTS NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING FOR THE EAST DISTRICT WASTEWATER TREATMENT PLANT (PROJECT WWTP2101) PROJECT TO INCLUDE ADDITIONAL LOCAL MATCH IN THE AMOUNT OF $44,265,757.00; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

RESOLUTION NO. 3095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM, IN THE AMOUNT OF NINETY-FOUR THOUSAND EIGHTY-NINE AND NO/100 DOLLARS ($94,089.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM

ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider a resolution authorizing a renewal of a Memorandum of Understanding between the Baytown Police Department, the Houston Police Department, the Harris County Sheriff's Department and the Federal Bureau of Investigation by dedicating personnel to participate in a multi- jurisdictional response to improvised explosive devices.

RESOLUTION NO. 16,461

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BAYTOWN POLICE DEPARTMENT, HOUSTON POLICE DEPARTMENT, HARRIS COUNTY SHERIFF'S OFFICE AND FEDERAL BUREAU OF INVESTIGATION TO DEDICATE PERSONNEL TO MULTI-JURISDICTIONAL RESPONSE TO IMPROVISED EXPLOSIVE DEVICES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing an Interlocal Agreement with the Baytown Municipal Development District (MDD) pursuant to Texas Government Code Chapter 791 to receive and administer MDD funds through a unified Chapter 380 economic development program.

ORDINANCE NO. 16,462

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT TO RECEIVE AND ADMINISTER MDD FUNDS THROUGH A UNIFIED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance approving an amendment to the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2025-26 budget to transfer monies from Account Line for Motor Vehicles (32007020-56800) to Minor Tools & Equipment Supplies (32007020-52005) for the purchase of medical equipment for the new medic unit.

ORDINANCE NO. 16,463

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING A CHANGE IN THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT'S FISCAL YEAR 2025-2026 BUDGET FOR MUNICIPAL PURPOSES TO TRANSFER FUNDS FROM MOTOR VEHICLES (32007020-56800) TO MINOR TOOLS & EQUIPMENT SUPPLIES (32007020-52005) IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) FOR THE PURCHASE OF MEDICAL EQUIPMENT AND SUPPLIES FOR THE NEW MEDIC UNIT, MEDIC 1; MAKING OTHER REPRESENTATIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Air Products, LLC.

ORDINANCE NO. 16,464

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

i. Consider an ordinance authorizing a Legal Services Retention Agreement with Baker Botts, LLC in an amount not to Exceed $65,000.00.

ORDINANCE NO. 16,465

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A LEGAL SERVICES RETENTION AGREEMENT WITH BAKER BOTTS L.LC. FOR LITIGATION AND GENERAL LEGAL MATTERS AND AUTHORIZING FUNDING FOR THE ENGAGEMENT OF BAKER BOTTS, L.L.P., IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider an ordinance authorizing the purchase of NeoGov Software with Carahsoft Technology Corp through the OMNIA Partners Texas Region 4 Education Service Center Contract # R240303.

ORDINANCE NO. 16,466

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF NEOGOV SOFTWARE (BENEFITS MODULE) 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 THIRTY- SEVEN THOUSAND ONE HUNDRED FORTY AND 48/100 DOLLARS ($37,140.48); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

k. Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative Contract MA176.

ORDINANCE NO. 16,467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF WIRELESS VOICE AND DATA SERVICES AND ASSOCIATED EQUIPMENT FROM T-MOBILE USA, INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH NASPO VALUEPOINT, CONTRACT #MA176, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND AND 08/100 DOLLARS ($127,000.08); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

l. Consider an ordinance to authorize year one of three of the Cisco FLEX support agreement for telephony equipment offered by Presidio Network Solutions Group, LLC, under Texas Department of Information Resources contract DIR-TSO-5347.

ORDINANCE NO. 16,468

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF THIRTY-ONE THOUSAND EIGHT HUNDRED TWO AND 40/100 DOLLARS ($31,802.40) TO PRESIDIO NETWORK SOLUTIONS GROUP, LLC, FOR THE FIRST YEAR OF A THREE-YEAR CISCO FLEX SUPPORT AGREEMENT FOR TELEPHONY EQUIPMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

m. Consider an ordinance to reject bids for the Lab Testing Services for Waste Water Treatment Plant (WWTP) received on March 26, 2026 at 2:00 PM.

ORDINANCE NO. 16,469

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REJECTING ANY AND ALL BIDS RECEIVED FOR LAB TESTING SERVICES FOR THE WASTE WATER TREATMENT PLANTS RECEIVED ON MARCH 26, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

n. Consider an ordinance authorizing the purchase of construction services for the Annual Lift Station Rehabilitation Project consisting of James Street, from Choice Partners Cooperative Purchasing Program contractor Pfeiffer and Son, LTD.

ORDINANCE NO. 16,470

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE-HUNDRED, SIXTY-FIVE THOUSAND DOLLARS ($165,000.00) TO PFEIFFER & SON, LTD. FOR A CONSTRUCTION CONTRACT FOR CONSTRUCTION SERVICES FOR THE ANNUAL LIFT STATION REHABILITATION PROJECT INCLUDING THE REPAIR AND REHABILITATION OF THE JAMES STREET LIFT STATION, THROUGH CHOICE PARTNERS COOPERATIVE PURCHASING PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

o. Consider an ordinance authorizing Amendment No. 1 to the Professional Services Agreement with Johnston, LLC, for the Traffic Control Building Reconstruction Project.

ORDINANCE NO. 16,471

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHNSTON, LLC, FOR PROFESSIONAL SERVICES FOR THE TRAFFIC BUILDING RECONSTRUCTION PROJECT IN THE AMOUNT OF FORTY-ONE THOUSAND, FOUR-HUNDRED DOLLARS ($41,400.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

p. Consider an ordinance authorizing a Water Metering Device and Access Easement with CFT NV Developments, LLC.

ORDINANCE NO. 16,472

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A WATER METERING DEVICE AND ACCESS EASEMENT AGREEMENT WITH CFT NV DEVELOPMENTS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. APPOINTMENTS

a. Consider the confirmation of the City Manager's appointment of the Director of Public Works & Engineering.

City Manager Jason Reynolds introduced Carol Haddock as his appointment for Public Works and Engineering (PWE) Director.

Mayor Charles Johnson expressed his appreciation and is delighted that Mrs. Haddock will be joining the City of Baytown.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve the appointment of Carol Haddock as the City's new PWE Director. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CONFIRMING THE CITY MANAGER'S APPOINTMENT OF CAROL HADDOCK AS THE DIRECTOR OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. MANAGER'S REPORT

- Parks, Recreation and Tourism

  - During a FeatherFest field trip at the Baytown Nature Center, Parks and Recreation staff assisted in rescuing a bird entangled in a fishing line. Jina Faith, Megan Morris, Luis Mendoza, Arron Sickle, and Abel Carmona demonstrated outstanding teamwork and commitment to wildlife stewardship during the rescue effort. Thank you to these staff members for their quick response and dedication to protecting the natural resources and wildlife of the Baytown Nature Center.
- Police Department
  - Mikaela Farabee has been named Greater Harris County (GHC) 9-1-1 Rookie of the Year for her professionalism, growth, and strong performance in emergency communications since joining in April 2025. She has shown composure and reliability while handling high-pressure incidents, and is being recognized for her dedication and service to the community. Congratulations Mikaela, keep up the great work!
  - Jail Staff Sgt. Bruno recently completed the Federal Bureau of Investigation Law Enforcement Executive Development Association (FBI LEEDA) Trilogy, a 120-hour FBI-developed leadership program for law enforcement and support personnel. This achievement reflects a strong commitment to professional growth, hard work, and continued development in support of the department's mission. Great job Sgt. Bruno!
- Public Works and Engineering
  - Sterling Beaver presented at TX Water Conference on City's long-term resiliency Plan for Water and Wastewater Plants. Great job representing the city!
  - The Utility team took 2nd place at the state water conference utility competition. Our crews performed timed activities including pipe cutting, line taps, and equipment assembly. Proud of you all for that win for Baytown.
- Planning and Development Services (PDS)
  - Congratulations to Jarred Thibodeaux, our Engineering Survey and GPS Coordinator, on earning his bachelor's degree this May. Love to see the continued education.

Mr. Reynolds expressed appreciation for the employee event appreciation held and thanked all those that made it happen.

9. COUNCIL MEMBER DISTRICT REPORT

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

Council Member Sarah Graham reported the current projects, programs and events of District 2:

District 2 continues to see new business development, with the following locations in progress.

- Planning & Development Services
  - Bay Terrace Apartments – General Renovations (1502 Nolan Rd.)

  - Pause & Go Fuel Station – Demolition & Construction (2700 N Main St.)
  - Venue 132 – Renovation of vacant building (132 W Texas Ave.)
  - Ashbel Smith Elementary – Outdoor shade structure for playground (403 E James Ave.)
- Public Works and Engineering
  - West Texas Ave Drainage – The contractor has completed all paver installation for the project and has also installed the benches and light poles along West Texas. Trash can installation is currently in progress. We plan to open West Texas up to traffic flow and in the upcoming weeks, the contractor will implement a lane closure to continue the storm installation work on Defee St.
- Parks, Recreation and Tourism
  - Town Square hosted the City's annual $1 Taco Night on May 3, featuring seven taco vendors, live entertainment, family activities, and community participation. First-time competitor Taqueria Amor won the taco competition, and the event continued to support local vendors and downtown activity.
  - The Eddie V. Gray Wetlands Center distributed all 2,000 native trees during its annual Arbor Day giveaway, supporting Baytown's Bird City efforts. Recent updates also included improved educational exhibits, the return of the indoor bee hive, and a new habitat for the Chinese alligator.
  - Community volunteers participated in the Goose Creek Park and Trail cleanup throughout April, collecting more than 50 bags of trash and debris. Volunteers also took part in Naturalist environmental training during the cleanup efforts. A big thank you to all of the volunteers!
  - Bicentennial Park will host the City's Juneteenth Celebration on June 13 and the July 4 Festival, featuring live entertainment, family activities, food vendors, fireworks, and special activities recognizing the nation's 250th anniversary.
  - The Arts Cultural, and Entertainment (ACE) Districts Baytown Sculpture Trail recently unveiled its new 2026–2027 collection at Town Square. The exhibit features 25 sculptures from artists across the United States and will remain on display through March 2027, continuing efforts to support arts, tourism, and downtown visitation.

Council Member Sarah Graham and Mayor Pro Tem Laura Alvarado shared the benefits and summary of the Baytown Optimist Conference held in Baytown.

City Manager Jason Reynolds addressed the concerns brought up regarding his current state with the City of Baytown and looks forward to his continuation with the City and fulfillment of his contract.

Mayor Charles Johnson shared the latest news and events with the Sterling Library.

11. EXECUTIVE SESSION

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

b. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

c. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

At 8:05 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.074 to discuss personnel matters regarding the City Manager, 551.071 to seek the advice of the City's Attorney, 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

At 9:26 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

12. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the May 14, 2026, Municipal Development District and City Council Regular Joint Meeting at 9:26 P.M.

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Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL MEETING 2. b.

Meeting Date: 06/11/2026
Subject: Executive Session pursuant to Section 551.071
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 551.071 of the Texas Government Code to seek the advice of the Municipal Development Districts (MDD) Attorney(s).

PREFACE

This allows City Council to recess into executive session to seek the advice of the MDD's Attorney(s).

CITY COUNCIL MEETING 3. a.

Meeting Date: 06/11/2026

Subject: Minutes of the City Council Public Forum for ExxonMobil Event Center Design Held on April 16, 2026

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Ineka Salas, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Public Forum for ExxonMobil Baytown Event Center Design held on April 16, 2026.

PREFACE

Consider approving the minutes of the City Council Public Forum for ExxonMobil Baytown Event Center Design held on April 16, 2026.

Attachments

Exhibit A

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF BAYTOWN PARTICIPATING IN THE EXXONMOBIL BAYTOWN EVENTS CENTER AND STERLING LIBRARY RENOVATION PLAN CONCEPTUAL DESIGN PUBLIC FORUM OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

April 16, 2026

The City Council of the City of Baytown, Texas, met in a Public Forum Meeting on Thursday, April 16, 2026, at 6:00 P.M. in the City of Baytown Community Center Auditorium, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Miriam Hernandez	Acting City Clerk

Mayor Charles Johnson convened the April 16, 2026 Public Forum Meeting with a quorum present at 6:02 P.M. All members were present at announcement of quorum with the exception of Mayor Pro Tem Laura Alvarado who arrived at 6:07 P.M, Council Member Sarah Graham who arrived at 6:29 P.M., and Council Member Jacob Powell who was absent.

1. PUBLIC EVENT

a. The Baytown City Council will participate in the ExxonMobil Baytown Events Center (EMBEC) & Sterling Library Renovation Plan Conceptual Design Public Forum.

Mayor Charles Johnson noted the purpose of the public forum is to have dialogue with the design team, therefore comments will be held after the presentation and discussion.

Mayor and Council Members participated in the public forum.

Mayor Charles Johnson opened the citizen comments portion of the meeting at 7:40 P.M. and announced citizens signed up to speak.

Theresa Blackwood, 113 Crow Rd, expressed the impact for the City of Baytown regarding the funding for the operation of the event center.

Miranda Rodriguez, 5215 Lake Trout Ln, a coach at Goose Creek Memorial High School expressed the need and potential for student athletes of Baytown to benefit from this new facility.

Richard Cabrera, 4515 Ponderosa Dr, shared his opinions regarding the placement of the facility and accommodations for parking and scenic views of the facility.

Dr. June Stansky, 4601 Driftwood Dr, expressed her recommendations for the timing of the forum and location of the event center and impact it will have on the City of Baytown.

Dominic Hughes, 37723 Dogwood Trail, shared his opinions and concerns regarding the City's prior investments and effects from promoting this event center.

2. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the April 16, 2026 Public Forum Council Meeting at 7:57 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 3. b.

Meeting Date: 06/11/2026

Subject: Minutes of the City Council Work Sessions and City Council Municipal Development District meetings held on April 23, 2026, and May 14, 2026.

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Ineka Salas, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Work Sessions and City Council Regular Joint Municipal Development District meetings held on April 23, 2026, and May 14, 2026.

PREFACE

Consider approving the minutes of the City Council Work Sessions and City Council Municipal Development District meetings held on April 23, 2026, and May 14, 2026.

Attachments

Exhibit B
Exhibit A
Exhibit C
Exhibit D

DRAFT

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

April 23, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, April 23, 2026, at 4:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

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

Mayor Charles Johnson convened the April 23, 2026 City Council Work Session with a quorum present at 4:35 P.M. All members were present with the exception of Council Member Jacob Powell who was absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Discuss the Fiscal Year 2027 budget.

City Manager Jason Reynolds, provided a presentation regarding the 2027 budget. (Exhibit A)

Mayor Charles Johnson expressed the need for more time to review all provided data to make any further decisions for the 2027 budget.

Council Members expressed their concerns and recommendations regarding the associated cost and impact to the City's future financial projections.

Director of Public Affairs Thomas Reeves further clarified the data results.

Chief of Police John Stringer presented the Homeless Intervention initiative for the City of Baytown and introduced Chief Aaron Crowell. (Exhibit B)

Chief Crowell, further discussed the effects of unresolved homelessness concerns and the impact it can have on a City and the residents.

Mayor Charles Johnson requested more details regarding organizations relocating methods for homeless individuals within their Cities.

Director of Parks, Recreation, and Tourism Clifford Hatch informed the City Council how services at the parks are addressed, during normal business hours and after hours.

Chief Stringer responded to the Mayor and Council Members concerns and recommendations.

Council Members shared their opinions and recommendations of the ongoing global homeless epidemic.

Interim Director of Health Shawn Cohcran provided the strategic goals to accommodate clean up requirements.

Council Members expressed their understanding and appreciation for all the assistance and data compiled to ensure accuracy when making these decisions for the budget.

Mr. Reynolds requested direction from the Mayor and Council Members regarding items discussed at today's meeting.

- Building a budget at the current rate.
- Maintaining a ninety-day reserve.
- Using capital from the reserves for homeless intervention, vehicles, and solar lights.
- Budget for overtime and disposable cost.
- In 2027, evaluating performance effectiveness to continue budgeting for specific items.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the April 23, 2026, City Council Work Session at 6:38 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

MINUTES OF THE JOINT REGULAR MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

April 23, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Regular Meeting on Thursday, April 23, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

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

Mayor / President Charles Johnson convened the April 23, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:53 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge were led by Mayor Pro Tem / Vice President Laura Alvarado and Invocation were led by Pastor Rumualdo Gonzalez from Central Baptist Church.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced no citizens signed up to speak.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing funding for the continued engagement of Husch Blackwell LLP to advise on economic development and general legal matters.

Manager of Economic Development Brian Moran provided a summary regarding authorizing funding for the continued engagement of Husch Blackwell, LLP.

A motion was made by Director Sarah Graham and seconded by Vice President Laura Alvarado to approve Resolution No. 506, as submitted. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Jacob Powell, Director Sarah Graham, Director Kenrick Griffith, Director James Franco, and Director Mike Lester

Nays: None

Approved

RESOLUTION NO. 506

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING FUNDING FOR THE CONTINUED ENGAGEMENT OF HUSCH BLACKWELL, L.L.P., FOR ECONOMIC DEVELOPMENT, AND GENERAL LEGAL MATTERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-THOUSAND AND NO/100 DOLLARS ($150,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating April 12 - 18, 2026, as National Public Safety Telecommunicators Week.

Mayor Charles Johnson was joined by Chief Stringer and Council Members to thank the City of Baytown Telecommunicators for their tireless efforts.

b. Present a proclamation designating April 24 - 26 as Bikers Against Child Abuse (BACA) Heroes Weekend.

Mayor Charles Johnson announced this item will be taken after Item 3.c.

Mayor Charles Johnson was joined by BACA Representatives and Council Members to thank them for their commitment to helping children against abuse.

c. Present a proclamation designating May 3 - 9, 2026, as Public Service Recognition Week.

Mayor Charles Johnson took this item before Item 3.b.

Mayor Charles Johnson was joined by Public Service Directors, Staff, and Council Members to thank them for their continuous efforts.

d. Present a proclamation designating May 3 - 9, 2026, as Municipal Clerks Week.

Mayor Charles Johnson was joined by the City Clerk Angela Jackson and Council Members to thank them for their continued efforts.

e. Present a proclamation designating May 3 - 9, 2026, as National Correctional Officers Week.

Mayor Charles Johnson was joined by Chief Stringer and Council Members to thank them for their dedication.

f. Receive recognition from the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for the City of Baytown's implementation of their R.O.A.D. Ready Program in the Parks, Recreation, & Tourism Department.

Director of Human Resources Joey Lopez provided an overview welcoming Risk Coordinator Ava Hudnall and TMLIRP Representative Manny Trejo.

Ms. Hudnall provided a summary regarding the R.O.A.D. Ready Program.

Mr. Trejo, presented the R.O.A.D. Ready Program award to Parks, Recreation, and Tourism Staff.

4. PUBLIC HEARINGS

a. Conduct a public hearing for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Division 2.3 and 10.2 of the ULDC, regarding Short-Term Rental operations within Residential and Mixed-Use Zoning Districts.

At 7:19 P.M., Mayor Charles Johnson opened the public hearing considering amending Chapter 111of the Unified Land Development Code.

Assistant Director of Planning and Development Services Calvin Abram summarized the subject matter of the hearing. (Exhibit A)

The Planning and Zoning Commission held the required public hearings and recommended denial. Mr. Abram relayed staff recommended approval.

Council Members expressed their recommendations addressing short-term rental accommodations for living arrangements, restrictions, and enforcement roles.

City Attorney Scott Lemond provided legal clarification regarding zoning, Hotel Occupancy Taxes (HOT), and legal boundaries of short-term rentals within the City of Baytown for an executive session.

City Manager Jason Reynolds provided suggestions for the City Council to further discuss implementing certain regulations for applicants to abide by.

The Mayor and Council Members requested further clarification for stipulations of regulating the short-term rentals, policies and procedures for continuation of the guidelines set.

Marie Drewkoswki, 4705 Burningtree Dr., shared recommendations for addressing and acting on the proposed ordinance.

Nora Smith, 5007 Ashwood Dr., shared her concerns for vetting potential occupants and local effects of short-term rentals.

Chet Theiss, 211 Post Oak Dr., expressed his recommendations to delay taking action on this item due to ongoing incidents with short-term rentals.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to extend Mr. Theiss time by one minute. The vote was as follows:

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

Nays: None

Approved

At 8:15 P.M., Mayor Charles Johnson closed the public hearing considering amending Chapter 111 of the Unified Land Development Code.

b. Consider an ordinance for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Division 2.3 and 10.2 of the ULDC, regarding Short-Term Rental operations within Residential and Mixed-Use Zoning Districts.

Mayor Charles Johnson recommended to the City Council, to suspend this item for additional discussion.

City Manager Jason Reynolds requested a consensus from the Mayor and Council Members.

City Attorney Scott Lemond expressed limiting discussions regarding potential vendors.

Council Members requested a combined direction list to address recommendations.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve suspending for no later than the second meeting in June. The vote was as follows:

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

Nays: None

Approved

c. Conduct a public hearing to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

Mayor Charles Johnson informed the City Council the applicant requested to push this item to a future meeting.

d. Consider an ordinance to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

Mayor Charles Johnson informed the City Council the applicant requested to push this item to a future meeting.

5. DISCUSSIONS

a. Discussion regarding closed session agenda items.

Council Member Kenrick Griffith provided some recommendations regarding how to word executive sessions for transparency purposes.

City Attorney Scott Lemond, provided legal guidance for description of executive session items when posting.

Council Member Mike Lester requested to review the process of how items are added to the agenda.

City Manager Jason Reynolds, addressed the concerns and recommendations regarding adding items to the City Council agendas.

Mayor Charles Johnson thanked Mr. Reynolds for his handling of the discussions from City Council.

6. PROPOSED RESOLUTIONS

a. Consider a resolution granting the petition for the proposed annexation of approximately 202.48 acres of land, located on the north and south sides of Battlebell Road and the east side of John Martin Road, and sections of Battlebell and Jones Road.

Assistant Director of Planning and Development Services Calvin Abram provided a summary regarding annexation of approximately 202.48 acres of land. (Exhibit B)

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Resolution No. 3090, with the correction of East to reflect as West. The vote was as follows:

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

Nays: Council Member Kenrick Griffith

Approved

RESOLUTION NO. 3090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF GOOSE CREEK COMMERCE CENTER FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 202.48 TOTAL ACRES. PROPERTIES OF APPROXIMATELY 193.701 ACRES LOCATED ON THE NORTH AND SOUTH SIDES OF BATTLEBELL ROAD AND THE EAST SIDE OF JOHN MARTIN ROAD, 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 JONES ROAD RIGHT-OF-WAY EXTENDING WESTWARD FROM THE INTERSECTION OF JOHN MARTIN ROAD APPROXIMATELY 3,745 FEET, OUT OF THE TALLCOT PATCHING SURVEY, ABSTRACT NO. 620 AND THE SANDFORD RICE SURVEY, ABSTRACT NO. 682, HARRIS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Items 7.a., thru Items 7.i., as submitted. The vote was as follows:

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

Nays: None

Approved

a. Consider an ordinance amending Chapter 42, "Health and Sanitation," of the City of Baytown Code of Ordinances to update the permit fee schedule for food or food service establishments, update food manager certification requirements, revise cottage food regulations consistent with state law, and adopt the FDA Food Code 2022.

ORDINANCE NO. 16,449

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 1 "GENERALLY," SECTION 42-131 "DEFINITIONS" TO ADD THE DEFINITION OF CERTIFIED FOOD MANAGER; AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 1 "GENERALLY," SECTION 42-133 "ADOPTION OF STATE RULES" TO AMEND SUBSECTION (A)(1) AND SUBSECTION (B)(2) AND REPEAL SUBSECTIONS (B)(3)-(4); AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 1 "GENERALLY," SECTION 42-151 "FARMER'S MARKETS" TO AMEND SUBSECTION (A), SUBSECTION (C), AND SUBSECTION (D); AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 2 "PERMIT," SECTION 42-177 "FOOD MANAGER CERTIFICATION" TO AMEND SUBSECTIONS (A)-(D) AND ADD A NEW SUBSECTION (E); AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," DIVISION 2 "PERMIT," SECTION 42-178 "FEES," TO AMEND SUBSECTIONS (A)(1), (A)(2), (A)(4) AND (A)(5) AND ADD SUBSECTIONS (D) AND (E), OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing the declaration of surplus property and approving the sale of approximately 0.1194 acres of land located at 3316 Illinois Avenue,

legally described as Lot Eighteen (18), Block Eight (8), of East Baytown, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 7, Page 54, of the Map Records of Harris County, Texas.

ORDINANCE NO. 16,450

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF APPROXIMATELY 0.1194 ACRES OF LAND LOCATED AT 3316 ILLINOIS AVENUE, LEGALLY DESCRIBED AS LOT EIGHTEEN (18), BLOCK EIGHT (8), OF EAST BAYTOWN, IN HARRIS COUNTY, TEXAS TO XIN ZHANG AND YUEXIN LIU; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from Verizon Wireless through the Texas Department of Information Resources cooperative contract DIR-TELE-CTSA-003.

ORDINANCE NO. 16,451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING A CONTRACT FOR WIRELESS VOICE AND DATA SERVICES, AND ASSOCIATED EQUIPMENT, TO VERIZON WIRELESS THORUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES THROUGH NOVEMBER 5, 2027; AUTHORIZING PAYMENT FOR THE CONTRACT YEAR ENDING NOVEMBER 5, 2026 IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED, SEVENTY-THOUSAND DOLLARS ($370,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider a resolution authorizing the City Manager to submit a request for funding support to the Houston Ship Channel Security District on behalf of the City of Baytown Police Department.

RESOLUTION NO. 3091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A REQUEST FOR FUNDING SUPPORT TO THE HOUSTON SHIP CHANNEL SECURITY DISCTRICT ON BEHALF OF THE BAYTOWN POLICE DEPART, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED

FIFTY-TWO AND NO/100 DOLLARS ($125,452.00) FOR TRUCK, TRAILER, RESPONSE BOAT, AND COMMUNICATIONS EQUIPMENT FOR THE DIVE RESPONSE TEAM; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THERE FROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the first renewal of the Liquid Chlorine chemical contact with PVS DX, Inc.

ORDINANCE NO. 16,452

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE FIRST RENEWAL OF THE ANNUAL LIQUID CHLORINE PURCHASE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND PVS DX, INC.; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($438,600.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing the first renewal of the Liquid Cationic Polymer chemical contract with Polydyne Inc.

ORDINANCE NO. 16,453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE FIRST RENEWAL OF THE ANNUAL LIQUID CATIONIC POLYMER PURCHASE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND POLYDYNE, INC.; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED EIGHTY-FIVE AND 40/100 DOLLARS ($439,285.40); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing the first renewal of the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, LLC.

ORDINANCE NO. 16,454

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE FIRST RENEWAL OF THE ANNUAL LIQUID AMMONIUM SULFATE PURCHASE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND CHEMTRADE CHEMICALS US, LLC; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED ELEVEN AND 80/100 DOLLARS ($139,411.80); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing an easement to CenterPoint Energy for the East District Wastewater Treatment Plant Phase 2 Rehabilitation Project.

ORDINANCE NO. 16,455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CONVEYANCE OF A BLANKET EASEMENT TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC IN CONNECTION WITH THE EAST DISTRICT WASTEWATER TREATMENT PLANT PHASE TWO REHABILITATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET EASEMENT AGREEMENT INVOLVING, APPROXIMATELY 41.23 ACRES OF LAND, WITH CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance awarding the Bulk Hydraulic Cement Contract to Ash Grove Cement Company, through a cooperative purchasing agreement with Tarrant County.

ORDINANCE NO. 16,456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) TO ASH GROVE CEMENT COMPANY FOR THE ANNUAL BULK HYDRAULIC CEMENT CONTRACT THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH TARRANT COUNTY; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. MANAGER'S REPORT

- Planning and Development Services (PDS)
    - Four members from our PDS team recently earned their ICC certifications:
        - Lorena Portillo – Residential Plans Examiner
        - Stephanie Blanchat – Commercial Building Plans Examiner
        - Alex Gelmis – Commercial Plumbing Inspector
        - Dallas Edwards – Commercial Plumbing Inspector
    - Congratulations, and thank you for your commitment to serving our community!
    - The City of Baytown has been recognized as a Tourism Friendly Texas Certified Community. This program highlights our commitment to growing tourism as a key driver of economic impact. Our focus is on creating meaningful connections to our public spaces, programs, and events—enhancing quality of life for residents while improving the visitor experience. We will continue promoting the unique assets that make Baytown special. Congratulations to our team and community for this achievement.
- Three of our departments were recently recognized during National Telecommunicators Week, National Library Week, and Community Development Week, as well as Fair Housing Month. I want to thank each of these teams for the incredible work they do every day. Our organization wouldn't be what it is without your dedication and commitment.
- Public Works and Engineering (PWE)
    - Sterling Beaver presented at the Design Build Institute of America last week; he joined the Carrollo & BGE teams to share insights with the BAWA East Surface Water Treatment Plant Expansion Project. Thank you for representing our organization, Sterling!
- The Household Hazardous Waste Event was a great turnout, with 69 tires collected and 278 vehicles coming through. A big thank you to everyone involved who helped make this event a success.
- We also had the ExxonMobil Baytown Event Center public meeting last week. It was very well attended. The community received a presentation from our consulting team, and then they participated in multiple feedback activities. There is a survey for those that were unable to make it. You can find the survey on baytown.org/embec. We want to hear from as many of our residents as we can as we go through this process. Thank you to all of the staff that made that public meeting happen.

9. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Laura Alvarado regarding projects, programs and events in District No. 1.

Council Member Laura Alvarado reported the current projects, programs and events of District 1:

District 1 continues to see new business development, with the following locations in progress.

- Planning & Development
  - COB Fire Station 2 (2505 Market St)
  - Bay Area Homeless Services (3404 Wisconsin St)
  - St. Joseph Catholic Church Remodel (1907 Carolina St)
  - Baytown Primary Medical Tower (2802 Garth Rd)
  - Rollingbrook Center (1901 Rollingbrook Dr., Bldg. A)
  - Mt. Calvary Missionary Baptist Church (501 S. Atlantic St)
  - City of Baytown Traffic Control Building (2123 Market St Unit C)
- Baytown has been selected to host the Veterans Judo USA Tournament on August 29, 2026, at the Baytown Community Center. The Hyatt Regency Baytown Houston will serve as the host hotel, with approximately 80 room nights anticipated.
- Baytown recently welcomed a regional cat show hosted by The International Cat Association at the Hyatt Regency Baytown–Houston. The event was supported by the Parks, Recreation, and Tourism team and resulted in 103 hotel room nights.
- Texas Parks and Wildlife's March 2026 survey of the Buddy McBride Boat Ramp found high recreational use, with 15 groups observed (13 fishing), anglers visiting from 8 counties, and 65 fish caught across 7 species—indicating strong regional use and continued productive fishing activity.
- The Community Center continues to experience strong participation and engagement across a wide range of programs. For the second consecutive month, Ballet Folklórico classes have maintained high enrollment. The group is currently preparing to perform at the upcoming $1 Taco Night event.

Mayor Charles Johnson shared appreciation for the generosity of a City of Baytown Officer changing a citizen's car tire on the side of the road.

Council Member James Franco shared Officer Nicholas Lewin and Officer Bret Rasch assisted with a road rage incident that involved a gun and expressed appreciation to the Police Department.

10. EXECUTIVE SESSION

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

At 9:18 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.072 of the Texas Government Code to discuss economic development negotiations.

At 9:33 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

11. PROPOSED ORDINANCES

a. Consider an ordinance to exchange tracts of land located at 1004 Market Street, 1006 Market Street, 1010 Market Street, and 1011 West Texas Avenue, with Lee College for tracts of land 909 Decker Drive and 2 Price Street.

City Manager Jason Reynolds provided a summary regarding the potential swap of land with Lee College.

June Stansky, 4601 Driftwood Drive, expressed concern for her local business close to the development of the ExxonMobil Baytown Events Center (EMBEC).

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,457, with amendment to include the items discussed in executive session. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,457

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN AGREEMENT FOR THE EXCHANGE OF CERTAIN REAL PROPERTY WITH LEE COLLEGE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

12. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the April 23, 2026, Municipal Development District and City Council Regular Joint Meeting at 9:44 P.M.

_____

Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

DRAFT

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

May 14, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, May 14, 2026, at 5:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

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

Mayor Charles Johnson convened the May 14, 2026 City Council Work Session with a quorum present at 5:33 P.M. All members were present with the exception of Council Member James Franco who was absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Receive a presentation regarding the regulation of gas stations.

Director of Planning and Development Services Martin Scribner provided a presentation regarding the regulation of gas stations. (Exhibit A)

Mr. Scribner requested direction from the Mayor and Council Members for regulations of gas station developments.

Mayor and Council Members, requested their opinions and expressed clarification regarding stipulations for gas stations provided.

Mayor and Council Members provided the following suggestions to address before moving forward with any regulations.

- Distance between gas stations
- Out of business gas stations and cost related to remediate
- Traffic accessing the gas stations
- Potential Sales Tax from non-citizens
- Policies and Regulations properly identified regarding schools, churches, and residential areas
- Location by zoning

b. Receive a presentation regarding hurricane preparedness.

Emergency Management Coordinator David Alamia presented the City of Baytown Hurricane Preparedness Plan and introduced CenterPoint Partners, Tom Chucovaz Director of Emergency Response. (Exhibit B)

Mr. Tom, presented three primary areas listed below for what Center Point has improved on: (Exhibit C)

- Grid Hardening
- Situation Awareness and Forecasting
- Training and Preparedness

The Mayor and Council Members requested clarification regarding staging areas, local tree trimming services, and cable maintenance.

c. Present a proclamation designating May 3-9, 2026, as Hurricane Preparedness Week.

Mayor Charles Johnson was joined by Council Members, and the Emergency Response Staff to acknowledge hurricane preparedness week.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the May 14, 2026, City Council Work Session at 6:42 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

MINUTES OF THE JOINT REGULAR MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

May 14, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Joint Regular Meeting on Thursday, May 14, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem / Vice President
Sarah Graham	Council Member / Director
Kenrick Griffith	Council Member / Director
Jacob Powell	Council Member / Director
Mike Lester	Council Member / Director
Charles Johnson	Mayor / President
Jason Reynolds	City Manager / General Manager
Scott Lemond	City Attorney / General Counsel
Angela Jackson	City Clerk / Assistant Secretary
John Stringer	Sergeant at Arms

Mayor / President Charles Johnson convened the May 14, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:56 P.M. All members were present with the exception of Council Member / Director James Franco who was absent.

The Pledge of Allegiance, Texas Pledge and Invocation were led by Council Member / Director Sarah Graham.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced citizens signed up to speak.

Troy Whiteneck, 9946 Bayou Wood Dr., expressed his concerns regarding funding provided for City projects and loss of route on the Houston Transit Bus Service.

Azalia Sprecher, 901 S. Main St., shared her concerns to address driver awareness of road and pedestrian safety in Baytown.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider approving the minutes of the Municipal Development District and City Council Meetings held on February 26, 2026, and March 12, 2026.

A motion was made by Director Kenrick Griffith and seconded by Vice President Laura Alvarado to approve minutes from February 26, 2026, and March 12, 2026, as submitted. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Sarah Graham, Director Kenrick Griffith, Director Jacob Powell and Director Mike Lester

Nays: None

Other: Director James Franco (Absent)

Approved

b. Consider a resolution authorizing an Interlocal Agreement between the Baytown Municipal Development District (MDD) and the City of Baytown regarding the administration and funding of economic development incentives through a unified Chapter 380 program.

Economic Development Manager Brian Moran provided a summary regarding an Interlocal Agreement.

A motion was made by Council Member Sarah Graham and seconded by Vice President Laura Alvarado to approve Resolution No. 507, with the correction of East to reflect as West. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Sarah Graham, Director Kenrick Griffith, Director Jacob Powell and Director Mike Lester

Nays: None

Other: Director James Franco (Absent)

Approved

RESOLUTION NO. 507

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT AUTHORIZING THE PRESIDENT TO EXECUTE AN INTERLOCAL AGREEMENT TO FUND AGREEMENTS, REBATES, REIMBURSEMENTS, OR OTHER INCENTIVES NEGOTIATED, APPROVED, AND/OR EXECUTED BY THE CITY OF BAYTOWN, TEXAS THROUGH A UNIFIED CHAPTER 380 ECONOMIC

DEVELOPMENT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Receive the Baytown Hyatt Regency Quarterly update.

General Manager Jason Reynolds provided the Hyatt Regency Quarterly report and informed the City Council they have met their budget revenue goals for the year.

Mayor Charles Johnson acknowledged the report was received.

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving minutes of the City Council Work Sessions held on March 23, 2026, and April 9, 2026.

b. Consider approving minutes of the City Council Meetings held on March 23, 2026, and April 9, 2026.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve the minutes from March 23, 2026, and April 9, 2026. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

Mayor Charles Johnson took a point of privilege to address Item 6.a., before Item 4.a.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating the month of May as Mental Health Awareness Month.

Mayor Charles Johnson presented the proclamation for mental health awareness month.

b. Present a proclamation designating the month of May as Building Safety Month.

Mayor Charles Johnson was joined by Planning and Development Services Directors, Staff, and Council Members to thank professionals for the assurance of safety standards.

c. Present a proclamation designating May 4 - 8, 2026, as Economic Development Week.

Mayor Charles Johnson was joined by Council Members and Economic Development staff to express appreciation of the team and their hard work.

d. Present a proclamation designating May 10 - 16, 2026, as National Police Week.

Mayor Charles Johnson was joined by Council Members, and Police Staff and thanked them for their dedication and commitment.

e. Present a proclamation designating May 17 - 23, 2026, as National Public Works Week.

Mayor Charles Johnson was joined by Council Members and Public Works Staff and thanked them for their contributions.

f. Present a proclamation designating May 17 - 23, 2026, as National Emergency Medical Services (EMS) Week.

Mayor Charles Johnson was joined by Council Members and Fire Chief Kenneth Dobson and thanked them for their dedication and readiness.

5. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Walgreen Co. for a business retention incentive at 1515 N. Alexander Drive.

Economic Development Manager Brian Moran, provided a summary regarding a 380 agreement with Walgreen Co.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16, 458. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

ORDINANCE NO. 16,458

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 WALGREEN CO. TO MAINTAIN ESSENTIAL RETAIL AND PHARMACY SERVICES FOR THE COMMUNITY BY SUSTAINING THE CONTINUED OPERATION OF THE WALGREENS FACILITY LOCATED AT 1515 N. ALEXANDER DRIVE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Fish Camp Properties Baytown Inc.

Economic Development Manager Brian Moran, provided a summary regarding a 380 agreement with Fish Camp Properties Baytown Inc.

A motion was made by Council Member Jacob Powell and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16, 459, with the correction of East to reflect as West. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

ORDINANCE NO. 16,459

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 FISH CAMP PROPERTIES BAYTOWN, INC. TO SUPPORT THE DEVELOPMENT OF A NEW 13,500-SQUARE-FOOT RESTAURANT FACILITY, TO BE BRANDED AS TIA JUANITA'S FISH CAMP, LOCATED AT 8701 CHAMBERS COMMON DRIVE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN

SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution authorizing the retirement and transfer of Police Service Dog K-9 Hero to his handler, Sergeant Barry Calvert, pursuant to Texas Government Code Chapter 614, Subchapter L.

Chief of Police John Stringer expressed his appreciation for K-9 Hero and his handler Sergeant Calvert.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3092. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE SERVICE DOG K-9 HERO TO HIS HANDLER, SERGEANT BARRY CALVERT, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 614, SUBCHAPTER L.

b. Consider a resolution determining the alternative delivery method for the construction of the ExxonMobil Baytown Events Center and associated facility and site improvements and authorizing the issuance of a request for construction manager at risk proposals.

Assistant Director of Public Works and Engineering Juan Macias provided an overview regarding the delivery of construction services for the ExxonMobil Baytown Events Center.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3093. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DETERMINING THE ALTERNATIVE DELIVERY METHOD FOR THE CONSTRUCTION OF THE EXXONMOBIL BAYTOWN EVENTS CENTER, AND ASSOCIATED FACILITY AND SITE IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF A REQUEST FOR CONSTRUCTION MANAGER AT RISK PROPOSALS; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Items 7.a., thru Items 7.p., with the exception of Item 7.b. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

a. Consider a resolution authorizing the City Manager to submit an application to the Office of the Governor, Public Safety Office's Homeland Security Grant Division, in response to the Fiscal Year 2026 Urban Area Security Initiative - Regular Projects (UASI-R) solicitation on behalf of the Fire Department to sustain the HazMat Team and to appoint an Authorizing Official and a Financial Officer for the project, if funded.

RESOLUTION NO. 3094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE AN APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE'S HOMELAND SECURITY GRANT DIVISION, IN RESPONSE TO THE FY2026 URBAN AREA SECURITY INITIATIVE - REGULAR PROJECTS (UASI-R) SOLICITATION CONCERNING GRANT # 599803-01 ON BEHALF OF THE FIRE DEPARTMENT TO SUSTAIN THE HAZMAT TEAM; DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing an Elevation Project Agreement with Homeowners to issue payment to pre-approved elevation contractors through the FY22 Flood Mitigation Assistance Grant issued by FEMA and administered by the Texas Water Development Board.

Council Members shared the process to qualify for funding and documentation demands for the application and expressed appreciation for those who have been involved in the process.

A motion was made by Council Member Mike Lester and seconded by Council Member Kenrick Griffith to approve Item 7.b, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

ORDINANCE NO. 16,473

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING TWO PROPERTIES AS RECIPIENTS OF THE FY22 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM, 1400 AND 1422 KILGORE ROAD;

AUTHORIZING REIMBURSEMENT TO RECIPIENTS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the revision of the Texas General Land Office (GLO) Community Development Block Grant - Disaster Mitigation Grant #22-085-012-D240 for the East District Wastewater Treatment Plant (Project WWTP-2101) budget to include additional local match.

ORDINANCE NO. 16,460

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SUBMISSION OF OFFICIAL REQUEST DOCUMENTATION TO THE TEXAS GENERAL LAND OFFICE (GLO) IN ACCORDANCE WITH PARAGRAPH 8.16 OF GLO CONTRACT NO. #22-085-012-D240 COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM INFRASTRUCTURE PROJECTS NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING FOR THE EAST DISTRICT WASTEWATER TREATMENT PLANT (PROJECT WWTP2101) PROJECT TO INCLUDE ADDITIONAL LOCAL MATCH IN THE AMOUNT OF $44,265,757.00; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

RESOLUTION NO. 3095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM, IN THE AMOUNT OF NINETY-FOUR THOUSAND EIGHTY-NINE AND NO/100 DOLLARS ($94,089.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM

ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider a resolution authorizing a renewal of a Memorandum of Understanding between the Baytown Police Department, the Houston Police Department, the Harris County Sheriff's Department and the Federal Bureau of Investigation by dedicating personnel to participate in a multi- jurisdictional response to improvised explosive devices.

RESOLUTION NO. 16,461

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BAYTOWN POLICE DEPARTMENT, HOUSTON POLICE DEPARTMENT, HARRIS COUNTY SHERIFF'S OFFICE AND FEDERAL BUREAU OF INVESTIGATION TO DEDICATE PERSONNEL TO MULTI-JURISDICTIONAL RESPONSE TO IMPROVISED EXPLOSIVE DEVICES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing an Interlocal Agreement with the Baytown Municipal Development District (MDD) pursuant to Texas Government Code Chapter 791 to receive and administer MDD funds through a unified Chapter 380 economic development program.

ORDINANCE NO. 16,462

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT TO RECEIVE AND ADMINISTER MDD FUNDS THROUGH A UNIFIED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance approving an amendment to the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2025-26 budget to transfer monies from Account Line for Motor Vehicles (32007020-56800) to Minor Tools & Equipment Supplies (32007020-52005) for the purchase of medical equipment for the new medic unit.

ORDINANCE NO. 16,463

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING A CHANGE IN THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT'S FISCAL YEAR 2025-2026 BUDGET FOR MUNICIPAL PURPOSES TO TRANSFER FUNDS FROM MOTOR VEHICLES (32007020-56800) TO MINOR TOOLS & EQUIPMENT SUPPLIES (32007020-52005) IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) FOR THE PURCHASE OF MEDICAL EQUIPMENT AND SUPPLIES FOR THE NEW MEDIC UNIT, MEDIC 1; MAKING OTHER REPRESENTATIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Air Products, LLC.

ORDINANCE NO. 16,464

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

i. Consider an ordinance authorizing a Legal Services Retention Agreement with Baker Botts, LLC in an amount not to Exceed $65,000.00.

ORDINANCE NO. 16,465

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A LEGAL SERVICES RETENTION AGREEMENT WITH BAKER BOTTS L.LC. FOR LITIGATION AND GENERAL LEGAL MATTERS AND AUTHORIZING FUNDING FOR THE ENGAGEMENT OF BAKER BOTTS, L.L.P., IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider an ordinance authorizing the purchase of NeoGov Software with Carahsoft Technology Corp through the OMNIA Partners Texas Region 4 Education Service Center Contract # R240303.

ORDINANCE NO. 16,466

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF NEOGOV SOFTWARE (BENEFITS MODULE) 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 THIRTY- SEVEN THOUSAND ONE HUNDRED FORTY AND 48/100 DOLLARS ($37,140.48); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

k. Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative Contract MA176.

ORDINANCE NO. 16,467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF WIRELESS VOICE AND DATA SERVICES AND ASSOCIATED EQUIPMENT FROM T-MOBILE USA, INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH NASPO VALUEPOINT, CONTRACT #MA176, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND AND 08/100 DOLLARS ($127,000.08); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

l. Consider an ordinance to authorize year one of three of the Cisco FLEX support agreement for telephony equipment offered by Presidio Network Solutions Group, LLC, under Texas Department of Information Resources contract DIR-TSO-5347.

ORDINANCE NO. 16,468

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF THIRTY-ONE THOUSAND EIGHT HUNDRED TWO AND 40/100 DOLLARS ($31,802.40) TO PRESIDIO NETWORK SOLUTIONS GROUP, LLC, FOR THE FIRST YEAR OF A THREE-YEAR CISCO FLEX SUPPORT AGREEMENT FOR TELEPHONY EQUIPMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

m. Consider an ordinance to reject bids for the Lab Testing Services for Waste Water Treatment Plant (WWTP) received on March 26, 2026 at 2:00 PM.

ORDINANCE NO. 16,469

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REJECTING ANY AND ALL BIDS RECEIVED FOR LAB TESTING SERVICES FOR THE WASTE WATER TREATMENT PLANTS RECEIVED ON MARCH 26, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

n. Consider an ordinance authorizing the purchase of construction services for the Annual Lift Station Rehabilitation Project consisting of James Street, from Choice Partners Cooperative Purchasing Program contractor Pfeiffer and Son, LTD.

ORDINANCE NO. 16,470

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE-HUNDRED, SIXTY-FIVE THOUSAND DOLLARS ($165,000.00) TO PFEIFFER & SON, LTD. FOR A CONSTRUCTION CONTRACT FOR CONSTRUCTION SERVICES FOR THE ANNUAL LIFT STATION REHABILITATION PROJECT INCLUDING THE REPAIR AND REHABILITATION OF THE JAMES STREET LIFT STATION, THROUGH CHOICE PARTNERS COOPERATIVE PURCHASING PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

o. Consider an ordinance authorizing Amendment No. 1 to the Professional Services Agreement with Johnston, LLC, for the Traffic Control Building Reconstruction Project.

ORDINANCE NO. 16,471

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHNSTON, LLC, FOR PROFESSIONAL SERVICES FOR THE TRAFFIC BUILDING RECONSTRUCTION PROJECT IN THE AMOUNT OF FORTY-ONE THOUSAND, FOUR-HUNDRED DOLLARS ($41,400.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

p. Consider an ordinance authorizing a Water Metering Device and Access Easement with CFT NV Developments, LLC.

ORDINANCE NO. 16,472

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A WATER METERING DEVICE AND ACCESS EASEMENT AGREEMENT WITH CFT NV DEVELOPMENTS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. APPOINTMENTS

a. Consider the confirmation of the City Manager's appointment of the Director of Public Works & Engineering.

City Manager Jason Reynolds introduced Carol Haddock as his appointment for Public Works and Engineering (PWE) Director.

Mayor Charles Johnson expressed his appreciation and is delighted that Mrs. Haddock will be joining the City of Baytown.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve the appointment of Carol Haddock as the City's new PWE Director. The vote was as follows:

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

Nays: None

Other: Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CONFIRMING THE CITY MANAGER'S APPOINTMENT OF CAROL HADDOCK AS THE DIRECTOR OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. MANAGER'S REPORT

- Parks, Recreation and Tourism

  - During a FeatherFest field trip at the Baytown Nature Center, Parks and Recreation staff assisted in rescuing a bird entangled in a fishing line. Jina Faith, Megan Morris, Luis Mendoza, Arron Sickle, and Abel Carmona demonstrated outstanding teamwork and commitment to wildlife stewardship during the rescue effort. Thank you to these staff members for their quick response and dedication to protecting the natural resources and wildlife of the Baytown Nature Center.
- Police Department
  - Mikaela Farabee has been named Greater Harris County (GHC) 9-1-1 Rookie of the Year for her professionalism, growth, and strong performance in emergency communications since joining in April 2025. She has shown composure and reliability while handling high-pressure incidents, and is being recognized for her dedication and service to the community. Congratulations Mikaela, keep up the great work!
  - Jail Staff Sgt. Bruno recently completed the Federal Bureau of Investigation Law Enforcement Executive Development Association (FBI LEEDA) Trilogy, a 120-hour FBI-developed leadership program for law enforcement and support personnel. This achievement reflects a strong commitment to professional growth, hard work, and continued development in support of the department's mission. Great job Sgt. Bruno!
- Public Works and Engineering
  - Sterling Beaver presented at TX Water Conference on City's long-term resiliency Plan for Water and Wastewater Plants. Great job representing the city!
  - The Utility team took 2nd place at the state water conference utility competition. Our crews performed timed activities including pipe cutting, line taps, and equipment assembly. Proud of you all for that win for Baytown.
- Planning and Development Services (PDS)
  - Congratulations to Jarred Thibodeaux, our Engineering Survey and GPS Coordinator, on earning his bachelor's degree this May. Love to see the continued education.

Mr. Reynolds expressed appreciation for the employee event appreciation held and thanked all those that made it happen.

9. COUNCIL MEMBER DISTRICT REPORT

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

Council Member Sarah Graham reported the current projects, programs and events of District 2:

District 2 continues to see new business development, with the following locations in progress.

- Planning & Development Services
  - Bay Terrace Apartments – General Renovations (1502 Nolan Rd.)

  - Pause & Go Fuel Station – Demolition & Construction (2700 N Main St.)
  - Venue 132 – Renovation of vacant building (132 W Texas Ave.)
  - Ashbel Smith Elementary – Outdoor shade structure for playground (403 E James Ave.)
- Public Works and Engineering
  - West Texas Ave Drainage – The contractor has completed all paver installation for the project and has also installed the benches and light poles along West Texas. Trash can installation is currently in progress. We plan to open West Texas up to traffic flow and in the upcoming weeks, the contractor will implement a lane closure to continue the storm installation work on Defee St.
- Parks, Recreation and Tourism
  - Town Square hosted the City's annual $1 Taco Night on May 3, featuring seven taco vendors, live entertainment, family activities, and community participation. First-time competitor Taqueria Amor won the taco competition, and the event continued to support local vendors and downtown activity.
  - The Eddie V. Gray Wetlands Center distributed all 2,000 native trees during its annual Arbor Day giveaway, supporting Baytown's Bird City efforts. Recent updates also included improved educational exhibits, the return of the indoor bee hive, and a new habitat for the Chinese alligator.
  - Community volunteers participated in the Goose Creek Park and Trail cleanup throughout April, collecting more than 50 bags of trash and debris. Volunteers also took part in Naturalist environmental training during the cleanup efforts. A big thank you to all of the volunteers!
  - Bicentennial Park will host the City's Juneteenth Celebration on June 13 and the July 4 Festival, featuring live entertainment, family activities, food vendors, fireworks, and special activities recognizing the nation's 250th anniversary.
  - The Arts Cultural, and Entertainment (ACE) Districts Baytown Sculpture Trail recently unveiled its new 2026–2027 collection at Town Square. The exhibit features 25 sculptures from artists across the United States and will remain on display through March 2027, continuing efforts to support arts, tourism, and downtown visitation.

Council Member Sarah Graham and Mayor Pro Tem Laura Alvarado shared the benefits and summary of the Baytown Optimist Conference held in Baytown.

City Manager Jason Reynolds addressed the concerns brought up regarding his current state with the City of Baytown and looks forward to his continuation with the City and fulfillment of his contract.

Mayor Charles Johnson shared the latest news and events with the Sterling Library.

11. EXECUTIVE SESSION

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

b. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

c. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

At 8:05 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.074 to discuss personnel matters regarding the City Manager, 551.071 to seek the advice of the City's Attorney, 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

At 9:26 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

12. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the May 14, 2026, Municipal Development District and City Council Regular Joint Meeting at 9:26 P.M.

_____

Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL MEETING 4. a.

Meeting Date: 06/11/2026
Subject: Present a proclamation recognizing the Friends of the Library's 75th Anniversary.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation recognizing the Friends of the Library's 75th Anniversary.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 5. a.

Meeting Date: 06/11/2026
Subject: First Public Hearing: Limited Purpose Annexation of Approximately 356.99 Acres
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Conduct the first public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land in the City's extraterritorial jurisdiction, generally located east of Garth Road and west of North Main Street and north of East Wallisville Road.

PREFACE

This is the first public hearing regarding the proposed limited purpose annexation of approximately 356.99 acres, legally described as Tracts 1-6 George Ellis Survey, Abstract No. 21, Harris County, Texas, generally located east of Garth Road and west of North Main Street, approximately 2,670 feet north of the intersection of Garth and East Wallisville Roads and approximately 2,000 feet north of the intersection of East Wallisville Road and North Main Street in Harris County, Texas.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossings. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The SPA was completed in 2019; the limited purpose annexation is the next step in fulfilling this agreement.

Supporting documentation is attached.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
Fiscal impact is outlined on attached service plan.

Attachments

Strategic Partnership Agreement
Second Amendment to Development Agreement
Vicinity Map

CITY OF BAYTOWN

OFFICE OF THE CITY CLERK

2401 Market Street
P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6504

January 28, 2019

CM/RRR#9590 9402 4156 8092 6401 77

Mr. Samuel L. Johnson
COATS | ROSE
A Professional Corporation
9 Greenway Plaza | Suite 1000
Houston, Texas 77046

Ref: ***Strategic Partnership Agreement***

Dear Mr. Johnson:

Pursuant to City of Baytown Ordinance No. 13,993 passed on January 24, 2019, please find enclosed copy of the above noted Agreement as it pertains to the limited purpose annexation with Harris County Municipal Utility District No. 213-A for approximately 514 acres of land in the City of Baytown's ETJ having been signed by Mayor Capetillo on January 24, 2019.

If our offices may be of further assistance, please do not hesitate in contacting our Legal Department to 281-420-6506.

Respectfully,

Sylvia Aguilar
Administrative Assistant/PT
Office of the City Clerk
2401 Market Street
Baytown, Texas 77520
281-420-6504
281-420-5891 (fax)

enc.

cc: Legal Department

STRATEGIC PARTNERSHIP AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is made and entered into, effective as of January 24, 2019, by and between the **CITY OF BAYTOWN, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

1. The District was created with the consent of the City for the purpose of providing water, sewer, transportation, recreation and drainage facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not within its corporate limits. The District is part of a zoned community of approximately 514.394 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property").

2. The City has historically annexed land into its corporate limits before development of such land has proceeded. However, the City determined that the District can best proceed pursuant to a development agreement with the developer of land within the Development (the "Developer") and a strategic partnership agreement (the "Agreement") with the District within the Development.

3. To provide certainty and order with regard to the conduct of the Development and the roles of the City, the District and the Developer, the City and the Developer entered into that certain Development Agreement, dated January 30, 2018 and amended on October 26, 2018 (the "Development Agreement") to provide for certain terms in connection with the Development. In addition, the provisions of Tex. Local Gov't Code, §43.0751 (Vernon Supp. 2000) (the "Act") state that the City and the District may enter into a strategic partnership agreement that provides for the terms and conditions under which services will be provided and funded by the City and the District.

4. The District would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and the District will, once confirmed, enter into a utility agreement in substantially the form and content as that which is attached as Exhibit "B" to the Development Agreement between the City and Lennar Homes of Texas Land and Construction Ltd. (the "Utility Agreement").

5. The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and

conditions under which services will be provided by the City and the District and under which the District will continue to exist after the District is annexed for limited purposes.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

Article 1
DEFINITIONS

1.01. Definitions. The terms "Act," "City," "Developer," "Development," "Development Agreement," "District," "ETJ," and "Property" shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

Applicable Ordinances shall include the following chapters, articles and/or sections of the Code of Ordinances, Baytown, Texas, along with all amendments thereto:

- Chapter 42 "Health and Sanitation" of the Code of Ordinances, Baytown, Texas.
- Chapter 118 "Signs," Article III "Regulations," Division 4 "Location" of the Code of Ordinances, Baytown, Texas, along with all other provisions regulating off-premise signs and digital billboards.

Consent Resolution means the resolution(s), including all attachments and exhibits passed by the City Council consenting to the creation of and inclusion of land into the District.

Effective Date and similar references means the date first written above.

Party or Parties means a party or the parties to this Agreement, being the City and the District.

1.02. Findings and Conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and under which the District will continue to exist after the tract is annexed for limited purposes pursuant to this Agreement;

b. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;

c. This Agreement provides benefits to the City and the District, including revenue, services, and/or regulations which are reasonable and equitable with regard to the benefits provided to the other Party;

d. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation; and

e. The City and the District negotiated this Agreement by mutual consent; the terms and conditions of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

Article 2.
LIMITED-PURPOSE ANNEXATION

2.01. Generally. As soon as practicable following the approval of this Agreement by City Council, as authorized by the Act, the City shall annex the Property for the limited purposes of applying the Applicable Ordinances within the Property. The District hereby consents to such annexation for limited purposes regardless of whether the Property is contiguous or non-contiguous to the corporate boundaries of the City. The Applicable Ordinances will be applicable to and enforceable in the Property upon the date of limited-purpose annexation.

2.02. Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except if annexed for full purposes pursuant to this Agreement, ad valorem taxes levied by the City will not be levied on taxable property within the District.

2.03. Municipal Court's Jurisdiction. Upon the limited purpose annexation of the Property, the City's municipal court shall have jurisdiction to adjudicate cases filed under the Applicable Ordinances arising from actions occurring within the Property.

2.04. Powers and Functions Retained by the District. Except as limited by the Consent Resolution, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the period preceding any full-purpose annexation. Disposition or acquisition of additional assets, liabilities, indebtedness and obligations will be governed by the Consent Resolution.

Article 3
MUNICIPAL SERVICES WITHIN THE DISTRICT

3.01. Enforcement of Applicable Ordinances. The City shall apply and enforce the City's applicable Ordinances within the Property.

3.02. No Further Services. The Parties expressly understand and agree that during the term of this Agreement, the City will only provide those services necessary to apply and enforce the City's Applicable Ordinances within the District in accordance with Section 3.01. The City shall have no obligation to provide or extend any City municipal services not expressly agreed to herein or otherwise agreed in writing in another agreement.

Article 4.
SALES AND USE TAX AGREEMENT

4.01. Imposition of the Sales and Use Tax. The City and all special districts or entities created or hereinafter created by the City having within its boundaries the corporate limits of the City lying within Harris County shall impose a Sales and Use Tax within the Property upon the limited-purpose annexation of the Property and upon the imposition of any Sales and Use Tax hereinafter adopted. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the same rate as such tax is imposed on the receipts from the sale and use at retail of taxable items within the corporate limits of the City lying within Harris County. The Sales and Use Tax shall take effect on the date described in Tax Code §321.102 or such other applicable law.

4.02. Notification of Comptroller. The City shall send notice of this Agreement and the limited-purpose annexation of the District to the Comptroller within three days of the Implementation Date in the manner provided by Tax Code §321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Property.

4.03. City Audit Rights. The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 30 days after the audit is completed.

Article 5.
FULL-PURPOSE ANNEXATION

5.01. No Full Purpose Annexation During Term of Agreement. The City agrees that it will not annex all or part of the District or commence any action to annex all or part of the District for full purposes during the term of this Agreement, except by mutual agreement of the Parties or in accordance with Section 5.02.

5.02. Full Purpose Annexation at Termination of Agreement. Upon termination of this Agreement for cause or on or before the third month prior to the expiration of the term or any extended term hereof, the City Manager shall evaluate and make a recommendation to the City Council regarding whether the City should:

a. negotiate a new strategic partnership agreement with the District,
b. annex the District for full purposes upon the termination of this Agreement, and dissolve the District,
c. annex the land within the District for full purposes upon termination of this Agreement and allow the District to remain in place as an in-city municipal utility district for the sole purpose of owing and maintaining the District's Detention Facilities, or
d. allow this Agreement to expire.

If the City Council desires to pursue one of the above-referenced options the City shall begin proceedings as applicable and this Agreement shall be construed as a valid petition

for annexation. If the City Council does not desire to pursue one of the above-referenced options, the City may begin proceedings to disannex the Property for limited purposes if authorized under the applicable provisions of the Local Government Code. If the City decides to annex or disannex the Property, the City may institute proceedings to accomplish such annexation or disannexation to be effective upon the termination of this Agreement.

Article 6.
SERVICES PROVIDED BY THE DISTRICT

6.01. Water and Wastewater Facilities. The District will develop, own, operate and maintain a water and wastewater systems in the District and the Property. The City shall provide all water and sewer capacities for the Development pursuant to the terms of the Utility Agreement. The City may periodically inspect the District's water, wastewater and drainage facilities.

6.02 Stormwater Facilities. The District will develop, own, operate and maintain a drainage system in the District and the Property. The drainage facilities that will be constructed to serve the District will include wet and dry detention basins, open channels, pump stations, outfall structures, and other control structures or appurtenances related thereto (the "District's Detention Facilities"). The District will own and maintain the District's Detention Facilities prior to annexation by the City. At the time of annexation by the City, the City, at its sole discretion, may allow the district to remain as an in-city municipal utility district for the sole purpose of owning and maintaining the District's Detention Facilities or may require that the District's Detention Facilities be conveyed to a homeowners' association or other association that exists in perpetuity prior to annexation by the City for ownership and maintenance of the District's Detention Facilities. The City will have no responsibilities with respect thereto.

Article 7
DEFAULT, NOTICE AND REMEDIES

7.01. Notice of District's Default.

a. The City shall notify the District in writing of an alleged failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within 30 days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has

been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 7.03.

7.02. Notice of City's Default.

a. The District shall notify the City Manager in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of the notice or the longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

c. If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

d. If the District determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 7.03.

7.03. Remedies. In the event it is determined that a default has occurred under Section 7.01(d) or Section 7.02(d), the remedies of the non-defaulting Party shall be limited to any of the following:

a. If the City determines that the District has committed a breach of this Agreement, the City may, and the District explicitly recognizes the City's right to, terminate service under this Agreement and to seek all remedies at law or in equity necessary to enforce the provision(s) violated. Termination of service pursuant to this article shall not limit the City's remedies at law or in equity, including termination of this Agreement or the Development Agreement and annexation of the Property for full purposes.

b. Injunctive relief specifying the actions to be taken by the defaulting Party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

c. If the District determines that the City has committed a breach of this Agreement, the District may file suit in a court of competent jurisdiction in Harris County, Texas, and seek any relief available at law or equity, including but not limited to, an action under the Uniform Declaratory Judgement Act in addition to the monetary awards as may be appropriate.

Article 8.
MISCELLANEOUS

8.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns, as well as the special districts created by the City and imposing a sales and use tax within hat portion of the City lying within Harris County. The District shall record this Agreement with the County Clerk in the Official Records of Harris County, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, §43.0751(c).

8.02. Term. This Agreement shall commence and bind the Parties on the Effective Date and shall remain in effect for an initial term of 30 years unless earlier terminated. This Agreement shall be automatically extended for additional five (5) year terms unless either party gives written notice of termination three months prior to the date of any such automatic extension. However, both parties expressly understand and agree that should any portion of the property involved in this Agreement become annexed by the City of Baytown for full purposes, this Agreement may terminate with respect to such area at the sole option of the City.

8.03. Restrictions on Tax Rate. The District shall maintain a minimum tax rate (debt service tax plus operation and maintenance tax) such that the District's tax is greater than the City's tax rate (currently $0.82203 per $100 of valuation) by a minimum of the operation and maintenance tax rate. Should the value within the District increase such that the combined tax rate could be lowered, the District will accelerate the bond redemption rate. The City and the District agree that the tax burden on the residents within the District will decrease upon the City's annexation. The Parties agree that should the City Council elect for the District to continue after full-purpose annexation,

the District's operation and maintenance tax may continue to be assessed for the operation and maintenance of the District's Detention Facilities; provided that the tax burden on the residents within the District will decrease upon annexation.

8.04. Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inabilities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulties, and the above-referenced requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

8.05. Notice. Any notices or other communications (a "Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) by sending the same by telefax with confirming copy sent by mail. Notice shall be deemed effective when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: City of Baytown
2401 Market Street
Baytown, Texas 77520
Attn: City Manager

District: Harris County Municipal Utility District No.213-A
c/o Coats Rose P.C.

9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Attn: Timothy G. Green

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

8.06. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

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

8.08. Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

8.09. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Harris County, Texas.

8.10. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

8.11. Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to carry out the terms of this Agreement.

8.12. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

8.13. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the District shall comply with all applicable laws, rules, and regulations of the United States and the State of Texas, Harris County and the City as such laws, rules and regulations no exist or as may be hereinafter amended.

8.14. Entire Agreement. This Agreement, including the exhibits hereto, contains all the agreements between the parties hereto with respect to the strategic partnership and may

not be modified orally or in any other manner other than by an agreement in writing, signed by all the parties hereto or their respective successors in interest.

8.15. Headings. The headings as to contents or particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

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

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

8.18. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

8.19 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF BAYTOWN, TEXAS

By: _____
BRANDON CAPETILLO, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Clerk

CITY OF BAYTOWN, TEXAS

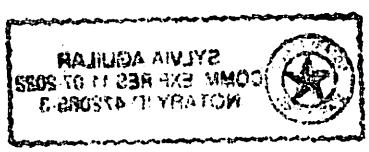
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was affirmed and acknowledged before me on the 24th day January, 2019 by Brandon Capetillo, Mayor and _____, _____ of City of Baytown Texas, on behalf of said city.

(SEAL)

SYLVIA AGUILAR
COMM EXPIRES 11-07-2022
NOTARY ID 472065-3

_____
Notary Public in and for the
State of TEXAS


SYLVIA AGUILAR
COMM. EXP. RES. 11-07-2025
NOTARY ID 4250985-3

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 213-A

By: James Coursey
President, Board of Directors

ATTEST:

By: W. Fritz Maxwell
Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was affirmed and acknowledged before me on the 28th day of November 2018 by James Coursey, President, and W. Fritz Maxwell Sec'y of Harris County Municipal Utility District No. 213-A, and in the capacity herein stated.

Monica Roberts-Jenkins
Notary Public in and for the
State of T E X A S

(SEAL) MONICA ROBERTS-JENKINS
128846187
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 5, 2020

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 213-A

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was affirmed and acknowledged before me on the ____ day of __ by _____, _____, and _____, _____ of Harris County Municipal Utility District No. 213-A, and in the capacity herein stated.

(SEAL)

_____
Notary Public in and for the
State of T E X A S

EXHIBIT "A"

514.394 ACRES

A compilation of 6 tracts totaling 514.394 acres in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being further described by metes & bounds below:

Tract 1:

A **METES & BOUNDS** description of a certain 65.604 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth-Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 65.604 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with S&V plastic cap found for the northwest corner of a called 13.860 acre tract of land described in the deed to Sowell Wallisville Partners, LP, recorded in Clerk's File Number 20110485127 of the Harris County Official Public Records of Real Property;

THENCE, South 26 Degrees 57 Minutes 03 Seconds East, with the westerly line of said 13.860 acres, a distance of 832.92 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, South 47 Degrees 33 Minutes 21 Seconds West, continuing with said westerly line, a distance of 651.92 feet to a 5/8-inch iron rod with S&V plastic cap found for the southwest corner of said 13.860 acres;

THENCE, South 61 Degrees 19 Minutes 46 Seconds East, with the southerly line of said 13.860 acres, a distance of 1342.78 feet to a 5/8-inch iron rod found for the southeast corner of said 13.860 acres, also being in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement, a distance of 403.79 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly right-of-way line of Wallisville Road (right-of-way varies), common with the southerly line of said 309.7686 acres;

THENCE, South 86 Degrees 58 Minutes 43 Seconds West, with said common line, a distance of 1603.78 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 03 Degrees 04 Minutes 58 Seconds West, continuing with said common line, a distance of 11.34 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 86 Degrees 55 Minutes 02 Seconds West, continuing with said common line, a distance of 301.84 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way) and being the southwest corner of said 309.7686 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 309.7686 acres, a distance of 1587.91 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southwest corner of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 309.7686 acres;

THENCE, North 17 Degrees 27 Minutes 36 Seconds East, with the southerly line of said 36.93 acres, common with the northerly line of said 309.7686 acres, a distance of 142.41 feet to a 5/8-inch iron rod with Land Tech plastic cap, found at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1386.00 feet, a chord bearing of North 46 Degrees 08 Minutes 27 Seconds East, a chord length of 483.40 feet and an arc length of 485.88 feet, to a found 5/8-inch iron rod;

THENCE, North 36 Degrees 04 Minutes 39 Seconds East, continuing with said common line, a distance of 566.89 feet to a found 5/8-inch iron rod;

THENCE, South 53 Degrees 56 Minutes 59 Seconds East, continuing with said common line, a distance of 114.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, continuing with said common line, a distance of 263.07 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of said 150-foot easement;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement a distance of 356.26 feet to a 5/8-inch iron rod with S&V plastic cap found at the northeast corner of said 13.860 acres;

THENCE, South 76 Degrees 25 Minutes 37 Seconds West, with the northerly line of said 13.860 acres, a distance of 133.63 feet to the POINT OF **BEGINNING, CONTAINING** 65.604 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 2:

A **METES & BOUNDS** description of a certain 107.208 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth Wallisville, LTD, recorded in Clerk's File

Number 20090462192 of the Harris County Official Public Records of Real Property; said 107.208 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod found for the southwest corner of a called 15.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G812757 of the Harris County Official Public Records of Real Property;

THENCE, South 89 Degrees 12 Minutes 40 Seconds East, with the southerly line of said 15.0000 acres, a distance of 1168.52 feet to a 5/8-iron rod with plastic cap found at the southeast corner of said 15.0000 acres and being in the westerly right-of-way line of Garth Road (right-of-way varies), common with the easterly line of said 309.7686 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said common line, a distance of 122.38 feet to a 5/8-inch iron rod with Terra plastic cap found for corner;

THENCE, North 89 Degrees 36 Minutes 07 Seconds West, continuing with said common line, a distance of 10.38 feet to a 5/8-inch iron rod with Costello plastic cap found for corner;

THENCE, South 10 Degrees 54 Minutes 11 Seconds East, continuing with said common line, a distance of 19.32 feet to a 5/8-inch iron rod with Cob plastic cap found at the northeast corner of a called 106.85 acre tract of land described in the deed to Castlerock Communities, LP, recorded in Clerk's File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 80 Degrees 25 Minutes 52 Seconds West, with the northerly line of said 106.85 acres, a distance of 6.10 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, North 89 Degrees 12 Minutes 59 Seconds West, continuing with said northerly line, a distance of 2176.58 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 76 Degrees 25 Minutes 01 Seconds West, continuing with said northerly line, a distance of 503.99 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 63 Degrees 23 Minutes 29 Seconds West, continuing with said northerly line, a distance of 28.75 feet to a 5/8-inch iron rod with Cob plastic cap found at the northwest corner of said 106.85 acres and being in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 499.42 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the southerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, with said southerly line, a distance of 2342.65 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 53 Degrees 56 Minutes 59 Seconds West, continuing with said southerly line, a distance of 70.00 feet to a found 5/8-inch iron rod with Landtech plastic cap;

THENCE, North 36 Degrees 02 Minutes 26 Seconds East, continuing with said southerly line, a distance of 892.80 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the beginning of a non-tangent curve to the right;

THENCE, continuing with said southerly line and said non tangent curve turning to the right, having a radius of 815.00 feet, a chord bearing of North 54 Degrees 17 Minutes 26 Seconds East, a chord length of 510.30 feet and an arc length of 519.03 feet, to a found 5/8-inch iron rod;

THENCE, South 60 Degrees 55 Minutes 06 Seconds East, continuing with said southerly line, a distance of 56.73 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, departing said southerly line and over and across said 309.7686 acres, a distance of 2169.57 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 79 Degrees 05 Minutes 54 Seconds East, continuing over and across said 309.7686 acres, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly right-of-way line of said Garth Road;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said right-of-way line, a distance of 123.44 feet to a 5/8-inch iron rod found at the northeast corner of a called 5.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G873953 of the Harris County Official Public Records of Real Property

THENCE, South 79 Degrees 06 Minutes 26 Seconds West, with the northerly line of said 5.0000 acres, a distance of 1002.22 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said 5.0000 acres;

THENCE, South 00 Degrees 48 Minutes 26 Seconds West, with the westerly line of said 5.0000 and 15.0000 acres, a distance of 700.00 feet to the POINT OF **BEGINNING, CONTAINING** 107.208 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 3:

A **METES & BOUNDS** description of a certain 263.445 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 263.445 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 253.78 feet;

THENCE, South 12 Degrees 24 Minutes 47 Seconds East, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, over and across said 348.0163 acres, a distance of 3806.48 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 57 Degrees 03 Minutes 09 Seconds East, continuing over and across said 348.0163 acres, a distance of 140.51 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 77 Degrees 30 Minutes 45 Seconds East, continuing over and across said 348.0163 acres, a distance of 237.81 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, continuing over and across said 348.0163 acres, a distance of 1932.83 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, common with the southerly line of said 348.0163 acres;

THENCE, South 37 Degrees 33 Minutes 33 Seconds West, with said common line, a distance of 90.02 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1014.00 feet, a chord bearing of South 54 Degrees 16 Minutes 43 Seconds West, a chord length of 634.92 feet and an arc length of 645.78 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 03 Minutes 51 Seconds West, continuing with said common line, a distance of 517.88 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 46 Degrees 49 Minutes 36 Seconds West, continuing with said common line, a distance of 381.60 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, continuing with said common line, a distance of 2135.90 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of said 150-foot wide Houston Lighting and Power easement;

THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 4418.31 feet to the POINT OF **BEGINNING, CONTAINING** 263.445 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4A:

A **METES & BOUNDS** description of a certain 62.431 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 62.431 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 94.15 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with said westerly line, a distance of 4552.09 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, with said northerly line, a distance of 672.23 feet to a 5/8-inch iron rod with landtech plastic cap found for the northeast corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property;

THENCE, South 76 Degrees 55 Minutes 35 Seconds West, with the northerly line of said 1.899 acres, a distance of 240.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 20 Degrees 47 Minutes 18 Seconds West, continuing with said northerly line, a distance of 239.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 76 Degrees 26 Minutes 44 Seconds West, continuing with said northerly line, a distance of 188.03 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 348.0163 acres, a distance of 4603.46 feet to the beginning of a curve to the left, from which a found 5/8-inch iron rod bears North 46 Degrees 42 Minutes 52 Seconds East, a distance of 1.12 feet;

THENCE, with said common line and curve turning to the left, having a radius of 858.85 feet, a chord bearing of North 28 Degrees 42 Minutes 16 Seconds West, a chord length of 468.16 feet and an arc length of 474.16 feet to the POINT OF **BEGINNING, CONTAINING** 62.431 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4B:

A **METES & BOUNDS** description of a certain 1.846 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 1.846 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with plastic cap found at the southwest corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 76 Degrees 26 Minutes 40 Seconds East, with the southerly line of said 1.899 acres, a distance of 475.93 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southeast corner of said 1.899 acres and being in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 04 Minutes 42 Seconds West, with said northerly line, a distance of 141.03 feet to a found 5/8-inch iron rod at the beginning of a non-tangent curve to the right;

THENCE, continuing with said northerly line and non-tangent curve turning to the right, having a radius of 1210.00 feet, a chord bearing of South 43 Degrees 02 Minutes 51 Seconds West, a chord length of 294.82 feet and an arc length of 295.56 feet, to a found 5/8-inch iron rod;

THENCE, South 77 Degrees 13 Minutes 30 Seconds West, a distance of 125.28 feet to a 5/8-inch iron rod found in the easterly right-of-way line of said Haney Road, common with the westerly line of said 348.0163 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said common line, a distance of 251.93 feet to the POINT OF **BEGINNING, CONTAINING** 1.846 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 5:

Harris County MUD 213-A
13.860 Acres

Talcott Patching Survey, A- 620

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 13.860 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas; said 13.860 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch iron rod found at the northwest corner of a called 106.65 acre tract of land recorded in Clerks File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 88 Degrees 34 Minutes 56 Seconds West, a distance of 166.24 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2084.38 feet to a point for corner;

THENCE, North 61 Degrees 19 Minutes 51 Seconds West, a distance of 1342.78 feet to a point for corner;

THENCE, North 47 Degrees 33 Minutes 16 Seconds East, a distance of 651.92 feet to a point for corner;

THENCE, North 26 Degrees 57 Minutes 08 Seconds West, a distance of 832.92 feet to a point for corner;

THENCE, North 76 Degrees 25 Minutes 32 Seconds East, a distance of 133.63 feet to the **POINT OF BEGINNING, CONTAINING** 13.860 acres of land in Harris County, Texas

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

07/24/18

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com



Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

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02/02/2023 ER $146.00

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **SECOND AMENDMENT** (the "Second Amendment") to the **DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into as of January 10, 2023 (the "Effective Date"), by and between the **CITY OF BAYTOWN, TEXAS,** a municipal corporation and home-rule city of the State of Texas (the "City") and **FRIENDSWOOD DEVELOPMENT COMPANY,** an assumed name of Lennar Homes of Texas Land and Construction Ltd., a Texas limited partnership (the "Developer").

RECITALS

WHEREAS. Garth - Wallisville Ltd., a Texas limited partnership ("Owner"), the Developer and the City entered into the Agreement on January 30, 2018, concerning the development of approximately 500.534 acres of land, all of which is located in the extraterritorial jurisdiction of the City (the "Agreement"); and

WHEREAS, thereafter the Developer purchased the 500.534 acres of land from the Owner; and

WHEREAS, after the purchase of the 500.534 acres of land, the Developer purchased an additional 13.86 acres of land; and

WHEREAS, the City and the Developer entered into that certain First Amendment to the Development Agreement dated October 26, 2018 (the "First Amendment") to make the collective 514.394 acres of land subject to the Agreement and revise the density limitations thereunder accordingly; and

WHEREAS, the Developer has purchased an additional 356.99 acres of land ("Annexation Tract") located adjacent to the 514.394 acres of land; and

WHEREAS, the Developer desires that the entire 871.38 acres of land be subject to the Development Agreement and the Developer and the District desire that the 356.99 acres be annexed into its territory for the purpose of providing water, sewer, drainage, transportation, and recreational facilities to land within its boundaries and for purposes of the Strategic Partnership Agreement as well as the Water Supply and Waste Disposal Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements

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herein contained, the Parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the Agreement.

2. Amendment.

   a. The term "Property" as used in the following documents shall mean and include the entire 871.38 acres, described in Exhibit "A", which is attached hereto and incorporated herein for all intents and purposes:

      1. The Agreement,
      2. The Strategic Partnership Agreement, and
      3. The Plan of Development.

   b. The term "Service Area" as used in the Water Supply and Waste Disposal Agreement shall include the 356.99 acres described as Tracts 6 through 11 in Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

   c. Paragraph III. Proposed Land Use of Exhibit "C," Plan of Development, of the Agreement shall be amended to reflect the maximum density of 4.0 units per acre as a total of 3,485 dwelling units for the entire 871.38 acres.

   d. Figures 1 – 10 of Exhibit "C," the Plan of Development, of the Agreement shall be supplemented with Figures 1-1 through 7-1 of this Second Amendment.

   e. Paragraph 2. Density of Exhibit "D," Density, Land Use and Development Standards, of the Agreement shall be deleted and replaced with the following:

      2. The Property shall be developed in accordance with the Plan of Development and the ULDC as amended herein. The total number of single-family mixed residential housing units (SF-2) within the Property shall not exceed 3,177 units, the number of medium density mixed residential units shall not exceed 308 units (MF-1), provided, however, to allow the Developer a certain amount of flexibility to respond to market conditions, any quantity of this section may be increased by up to 10% so long as such total density does not exceed the maximum density of 3,485 dwelling units. This maximum total density (4.0 units per acre) is equivalent to the ULDC density for SF-1. The Developer may develop commercial property (any combination of NSC or GC) not to exceed 10 acres and may sell up to 15 acres of SF-2 acreage for a new elementary school subject to agreement by Goose Creek Consolidated Independent School District. Notwithstanding anything to the contrary in this Agreement, the Annexation Tract shall, upon completion of its full development, be developed with a minimum of five percent (5%) of its single-family mixed residential housing units having a minimum lot frontage of seventy

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feet (70').

f. Paragraph 1. Water Improvements of Exhibit "F," Development Obligations, of the Agreement, shall be amended to include a 12" water main connection and extension along N. Main to and through the Annexation Tract as shown in Figure 4-1 of the Plan of Development.

g. Paragraph 2. Wastewater Improvements of Exhibit "F," Development Obligations, of the Agreement shall be amended to include a local lift station to be designed and constructed on the Annexation Tract along with a force main and/or gravity line within public right-of-way and/or an easement granted to Developer to tie into the City's existing collection line at the intersection of Wallisville Road and N. Main as shown in Figure 5-1 of the Plan of Development.

h. Paragraph 3. Roadway & Sidewalk Improvements of Exhibit "F," Development Obligations, of the Agreement shall be amended to include that certain 20' right-of-way dedication along both sides of N. Main and the west side of Hadden Road within the Annexation Tract. Additionally, Developer shall construct approximately 2,000' of a four-lane boulevard section within existing right-of-way of N. Main from Goose Creek Memorial High School to just past the proposed 4-way intersection planned on the Annexation Tract as shown in Figure 7-1 of the Plan of Development. Furthermore, Developer shall design and construct approximately 5,600' of Fig Orchard Road as a collector street within 60' wide right-of way dedicated by Developer from Garth Road to N. Main Road as shown in Figure 6-1 of the Plan of Development. Developer shall construct 5' wide sidewalk along the south side of Fig Orchard; 8' sidewalk along the drainage corridor planned near the southern boundary of the Annexation Tract connecting Pumphrey Elementary to Goose Creek Memorial High School, and 8' sidewalk along the east side of Garth Road, both sides of N. Main, and the west side of Hadden Road within the Annexation Tract as shown on Figure 3-1 of the Plan of Development.

i. Full Purpose Annexation of 5' Strip. Notwithstanding the provisions of Section 1.01 of the Agreement and the Strategic Partnership Agreement, within sixty (60) days after the Annexation Tract is annexed into the District, Developer shall petition the City ("Annexation Petition") to annex a strip of land five feet (5') in width and extending from a point within the District that is contiguous to the City's existing corporate limits to the northern boundary of the Annexation Tract (the "5' Strip"). The location of the 5' Strip shall be mutually agreeable to Developer and the City. Developer shall cause the District to join the Annexation Petition to the extent necessary to satisfy the requirements of Texas Local Government Code Section 43. 071, so that the City may annex for full purposes the 5' Strip without having to annex the remainder of the District and dissolve the District.

The location of the 5' Strip shall be such as to minimize any interference with Developer's development of the Annexation Tract and the City agrees Developer shall

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be entitled to use the 5' Strip consistent with the use of the land contiguous thereto regardless of the zoning of the 5' Strip.

j. Developer Reimbursement. The Developer agrees that any reimbursement agreement the Developer enters with the District shall provide that the District's obligation to issue bonds to reimburse the Developer expires December 31, 2036 unless the City and District agree otherwise.

3. Entire Agreement. The provisions of this Second Amendment, the First Amendment and the Agreement and the documents referenced therein should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the First Amendment and the Agreement and the documents referenced therein, the provisions of this Second Amendment shall control.

4. Interpretation. This Second Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Second Amendment.

5. Captions. Captions contained in this Second Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

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

7. Recordation. This Second Amendment shall run with the land and be recorded in the real property records of Harris County and be binding upon the Property, Parties, and all successor owners. Notwithstanding the foregoing, however, this Second Amendment shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed lot within the Property which has been improved with a residential dwelling unit except for land use and development regulations, City Ordinances that apply to specific lots or residents of the City, and annexation of the property by the City. For purposes of this Second Amendment: (a) the term "end-buyer" means an owner of any fully developed lot within the Property, but said end-buyer will not be considered the Owner or Developer, and (b) the term "fully developed lot" means any lot, regardless of the use, for which a certificate of occupancy has been issued for a structure thereon.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of equal dignity, as of the elate first given above.

"CITY"

CITY OF BAYTOWN, TEXAS

By: _____
Interim City Manager

ATTEST:

By: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of January, 2023, by Jason E. Reynolds, Interim City Manager of City of Baytown, Texas, on behalf of said city.

SYLVIA AGUILAR
Notary Public, State of Texas
Comm. Expires 11-07-2026
Notary ID 472065-3

_____
Notary Public, State of Texas

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COB Legal

"DEVELOPER"

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership,
dba FRIENDSWOOD DEVELOPMENT COMPANY

By: **U.S. Home LLC, a Delaware Limited Liability Company,**
(as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation),
its general partner

By: _____
Michael W. Johnson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th day of October, 2023, by Michael W. Johnson, Vice President of U.S. Home LLC, a Delaware Limited Liability Company. acting as general panner of Lennar Homes of Texas Land and Construction, Ltd.

YOLANDA BARAJAS
Notary ID #4912704
My Commission Expires
September 29, 2024

_____
Notary Public, State of Texas

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EXHIBIT "A"

871.38 ACRES

A compilation of 11 tracts totaling 871.38 acres comprised of 5 tracts in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, and 6 tracts in the George Ellis Survey, Abstract No. 21, in Harris County, Texas being further described by metes & bounds below:

Tract 1:

A **METES & BOUNDS** description of a certain 65.604 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth-Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 65.604 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with S&V plastic cap found for the northwest corner of a called 13.860 acre tract of land described in the deed to Sowell Wallisville Partners, LP, recorded in Clerk's File Number 20110485127 of the Harris County Official Public Records of Real Property;

THENCE, South 26 Degrees 57 Minutes 03 Seconds East, with the westerly line of said 13.860 acres, a distance of 832.92 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, South 47 Degrees 33 Minutes 21 Seconds West, continuing with said westerly line, a distance of 651.92 feet to a 5/8-inch iron rod with S&V plastic cap found for the southwest corner of said 13.860 acres;

THENCE, South 61 Degrees 19 Minutes 46 Seconds East, with the southerly line of said 13.860 acres, a distance of 1342.78 feet to a 5/8-inch iron rod found for the southeast corner of said 13.860 acres, also being in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement, a distance of 403.79 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly right-of-way line of Wallisville Road (right-of-way varies), common with the southerly line of said 309.7686 acres;

THENCE, South 86 Degrees 58 Minutes 43 Seconds West, with said common line, a distance of 1603.78 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

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THENCE, North 03 Degrees 04 Minutes 58 Seconds West, continuing with said common line, a distance of 11.34 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 86 Degrees 55 Minutes 02 Seconds West, continuing with said common line, a distance of 301.84 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way) and being the southwest corner of said 309.7686 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 309.7686 acres, a distance of 1587.91 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southwest corner of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 309.7686 acres;

THENCE, North 17 Degrees 27 Minutes 36 Seconds East, with the southerly line of said 36.93 acres, common with the northerly line of said 309.7686 acres, a distance of 142.41 feet to a 5/8-inch iron rod with Land Tech plastic cap, found at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1386.00 feet, a chord bearing of North 46 Degrees 08 Minutes 27 Seconds East, a chord length of 483.40 feet and an arc length of 485.88 feet, to a found 5/8-inch iron rod;

THENCE, North 36 Degrees 04 Minutes 39 Seconds East, continuing with said common line, a distance of 566.89 feet to a found 5/8-inch iron rod;

THENCE, South 53 Degrees 56 Minutes 59 Seconds East, continuing with said common line, a distance of 114.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, continuing with said common line, a distance of 263.07 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of said 150-foot easement;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement a distance of 356.26 feet to a 5/8-inch iron rod with S&V plastic cap found at the northeast corner of said 13.860 acres;

THENCE, South 76 Degrees 25 Minutes 37 Seconds West, with the northerly line of said 13.860 acres, a distance of 133.63 feet to the POINT OF **BEGINNING, CONTAINING** 65.604 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 2:

A **METES & BOUNDS** description of a certain 107.208 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth Wallisville, LTD, recorded in Clerk's File

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Number 20090462192 of the Harris County Official Public Records of Real Property; said 107.208 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod found for the southwest corner of a called 15.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G812757 of the Harris County Official Public Records of Real Property;

THENCE, South 89 Degrees 12 Minutes 40 Seconds East, with the southerly line of said 15.0000 acres, a distance of 1168.52 feet to a 5/8-iron rod with plastic cap found at the southeast corner of said 15.0000 acres and being in the westerly right-of-way line of Garth Road (right-of-way varies), common with the easterly line of said 309.7686 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said common line, a distance of 122.38 feet to a 5/8-inch iron rod with Terra plastic cap found for corner;

THENCE, North 89 Degrees 36 Minutes 07 Seconds West, continuing with said common line, a distance of 10.38 feet to a 5/8-inch iron rod with Costello plastic cap found for corner;

THENCE, South 10 Degrees 54 Minutes 11 Seconds East, continuing with said common line, a distance of 19.32 feet to a 5/8-inch iron rod with Cob plastic cap found at the northeast corner of a called 106.85 acre tract of land described in the deed to Castlerock Communities, LP, recorded in Clerk's File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 80 Degrees 25 Minutes 52 Seconds West, with the northerly line of said 106.85 acres, a distance of 6.10 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, North 89 Degrees 12 Minutes 59 Seconds West, continuing with said northerly line, a distance of 2176.58 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 76 Degrees 25 Minutes 01 Seconds West, continuing with said northerly line, a distance of 503.99 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 63 Degrees 23 Minutes 29 Seconds West, continuing with said northerly line, a distance of 28.75 feet to a 5/8-inch iron rod with Cob plastic cap found at the northwest corner of said 106.85 acres and being in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 499.42 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the southerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, with said southerly line, a distance of 2342.65 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

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THENCE, North 53 Degrees 56 Minutes 59 Seconds West, continuing with said southerly line, a distance of 70.00 feet to a found 5/8-inch iron rod with Landtech plastic cap;

THENCE, North 36 Degrees 02 Minutes 26 Seconds East, continuing with said southerly line, a distance of 892.80 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the beginning of a non-tangent curve to the right;

THENCE, continuing with said southerly line and said non tangent curve turning to the right, having a radius of 815.00 feet, a chord bearing of North 54 Degrees 17 Minutes 26 Seconds East, a chord length of 510.30 feet and an arc length of 519.03 feet, to a found 5/8-inch iron rod;

THENCE, South 60 Degrees 55 Minutes 06 Seconds East, continuing with said southerly line, a distance of 56.73 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, departing said southerly line and over and across said 309.7686 acres, a distance of 2169.57 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 79 Degrees 05 Minutes 54 Seconds East, continuing over and across said 309.7686 acres, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly right-of-way line of said Garth Road;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said right-of-way line, a distance of 123.44 feet to a 5/8-inch iron rod found at the northeast corner of a called 5.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G873953 of the Harris County Official Public Records of Real Property

THENCE, South 79 Degrees 06 Minutes 26 Seconds West, with the northerly line of said 5.0000 acres, a distance of 1002.22 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said 5.0000 acres;

THENCE, South 00 Degrees 48 Minutes 26 Seconds West, with the westerly line of said 5.0000 and 15.0000 acres, a distance of 700.00 feet to the POINT OF **BEGINNING, CONTAINING** 107.208 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 3:

A **METES & BOUNDS** description of a certain 263.445 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 263.445 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

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COMMENCING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 253.78 feet;

THENCE, South 12 Degrees 24 Minutes 47 Seconds East, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, over and across said 348.0163 acres, a distance of 3806.48 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 57 Degrees 03 Minutes 09 Seconds East, continuing over and across said 348.0163 acres, a distance of 140.51 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 77 Degrees 30 Minutes 45 Seconds East, continuing over and across said 348.0163 acres, a distance of 237.81 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, continuing over and across said 348.0163 acres, a distance of 1932.83 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, *common with the southerly line of said 348.0163 acres;*

THENCE, South 37 Degrees 33 Minutes 33 Seconds West, with said common line, a distance of 90.02 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1014.00 feet, a chord bearing of South 54 Degrees 16 Minutes 43 Seconds West, a chord length of 634.92 feet and an arc length of 645.78 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 03 Minutes 51 Seconds West, continuing with said common line, a distance of 517.88 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 46 Degrees 49 Minutes 36 Seconds West, continuing with said common line, a distance of 381.60 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, continuing with said common line, a distance of 2135.90 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of said 150-foot wide Houston Lighting and Power easement;

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THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 4418.31 feet to the POINT OF **BEGINNING, CONTAINING** 263.445 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4A:

A METES & BOUNDS description of a certain 62.431 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 62.431 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 94.15 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with said westerly line, a distance of 4552.09 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, with said northerly line, a distance of 672.23 feet to a 5/8-inch iron rod with landtech plastic cap found for the northeast corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property;

THENCE, South 76 Degrees 55 Minutes 35 Seconds West, with the northerly line of said 1.899 acres, a distance of 240.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 20 Degrees 47 Minutes 18 Seconds West, continuing with said northerly line, a distance of 239.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 76 Degrees 26 Minutes 44 Seconds West, continuing with said northerly line, a distance of 188.03 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

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THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 348.0163 acres, a distance of 4603.46 feet to the beginning of a curve to the left, from which a found 5/8-inch iron rod bears North 46 Degrees 42 Minutes 52 Seconds East, a distance of 1.12 feet;

THENCE, with said common line and curve turning to the left, having a radius of 858.85 feet, a chord bearing of North 28 Degrees 42 Minutes 16 Seconds West, a chord length of 468.16 feet and an arc length of 474.16 feet to the POINT OF **BEGINNING, CONTAINING** 62.431 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4B:

A **METES & BOUNDS** description of a certain 1.846 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 1.846 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with plastic cap found at the southwest corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 76 Degrees 26 Minutes 40 Seconds East, with the southerly line of said 1.899 acres, a distance of 475.93 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southeast corner of said 1.899 acres and being in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 04 Minutes 42 Seconds West, with said northerly line, a distance of 141.03 feet to a found 5/8-inch iron rod at the beginning of a non-tangent curve to the right;

THENCE, continuing with said northerly line and non-tangent curve turning to the right, having a radius of 1210.00 feet, a chord bearing of South 43 Degrees 02 Minutes 51 Seconds West, a chord length of 294.82 feet and an arc length of 295.56 feet, to a found 5/8-inch iron rod;

THENCE, South 77 Degrees 13 Minutes 30 Seconds West, a distance of 125.28 feet to a 5/8-inch iron rod found in the easterly right-of-way line of said Haney Road, common with the westerly line of said 348.0163 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said common line, a distance of 251.93 feet to the POINT OF **BEGINNING, CONTAINING** 1.846 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

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Tract 5:

Harris County MUD 213-A
13.860 Acres

Talcott Patching Survey, A-620

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES & BOUNDS description of a certain 13.860 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas; said 13.860 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83,

COMMENCING at a found 5/8-inch iron rod found at the northwest corner of a called 106.65 acre tract of land recorded in Clerks File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 88 Degrees 34 Minutes 56 Seconds West, a distance of 166.24 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2084.38 feet to a point for corner,

THENCE, North 61 Degrees 19 Minutes 51 Seconds West, a distance of 1342.78 feet to a point for corner,

THENCE, North 47 Degrees 33 Minutes 16 Seconds East, a distance of 651.92 feet to a point for corner,

THENCE, North 26 Degrees 57 Minutes 08 Seconds West, a distance of 832.92 feet to a point for corner;

THENCE, North 76 Degrees 25 Minutes 32 Seconds East, a distance of 133.63 feet to the POINT OF BEGINNING, CONTAINING 13.860 acres of land in Harris County, Texas

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

09/20/18

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com



Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

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Tract 6:

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

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4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

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THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

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Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 9:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

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THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 10:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

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"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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Tract 11:

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

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property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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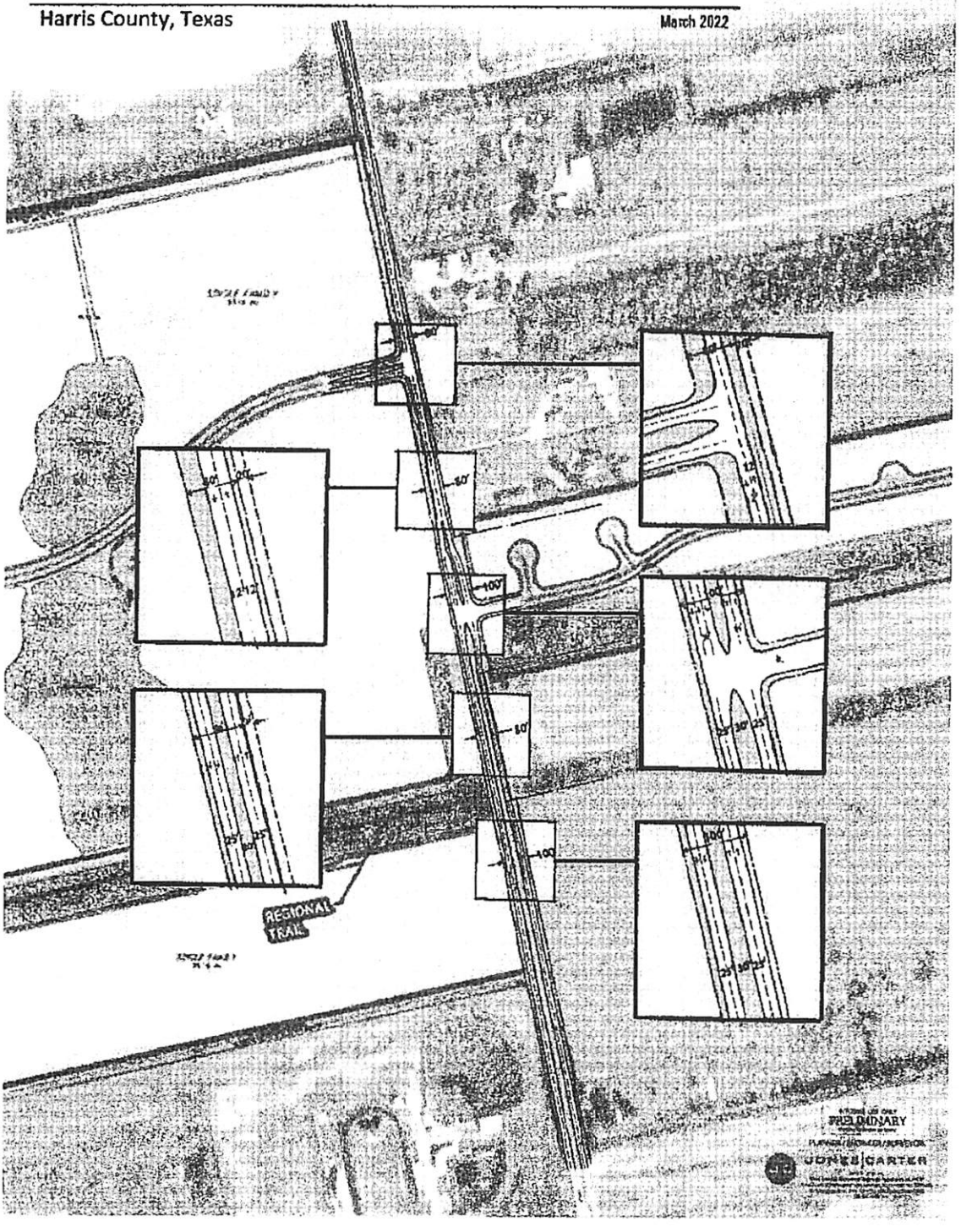
RP-2023-37166

Figure 7 - 1

Brown Chatham Tracts

Harris County, Texas

March 2022

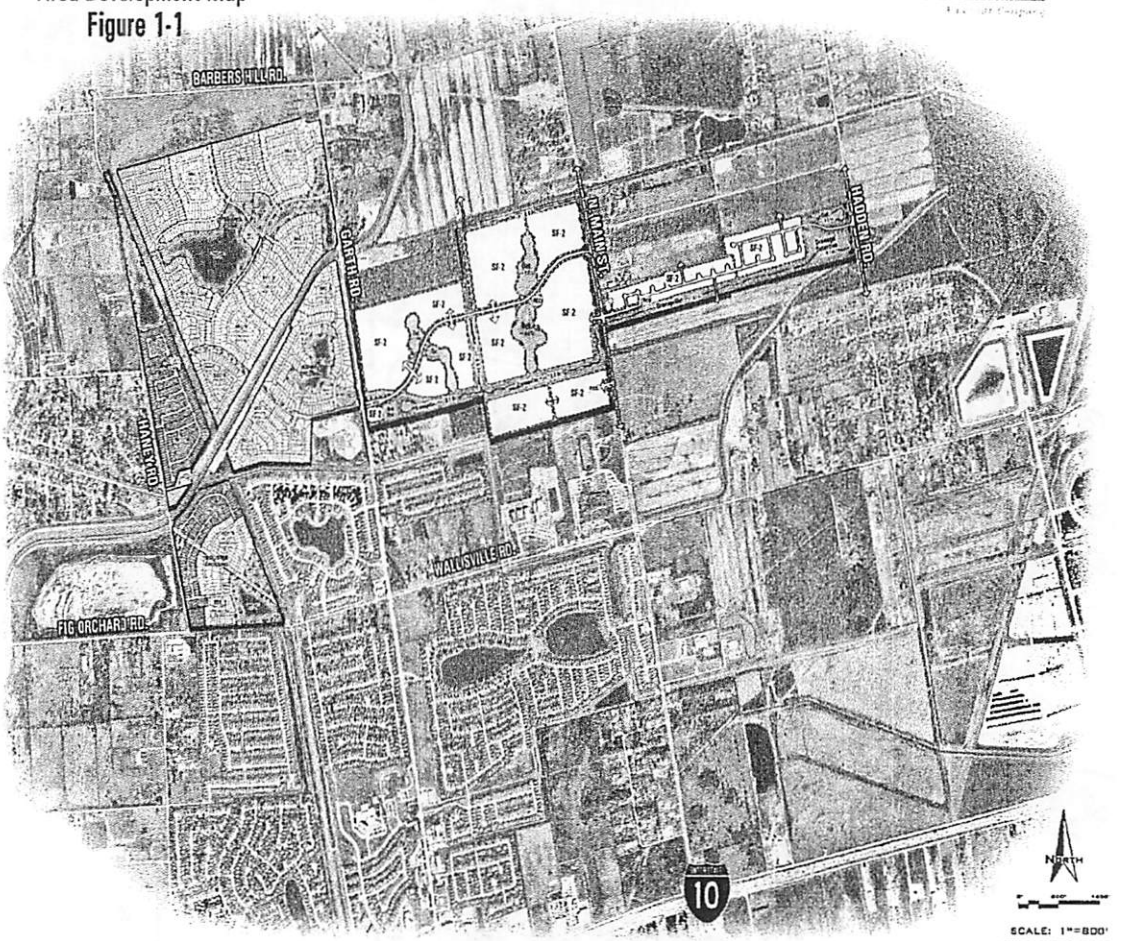


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Baytown Crossings
Area Development Map
Figure 1-1

FRIENDSWOOD DEVELOPMENT COMPANY



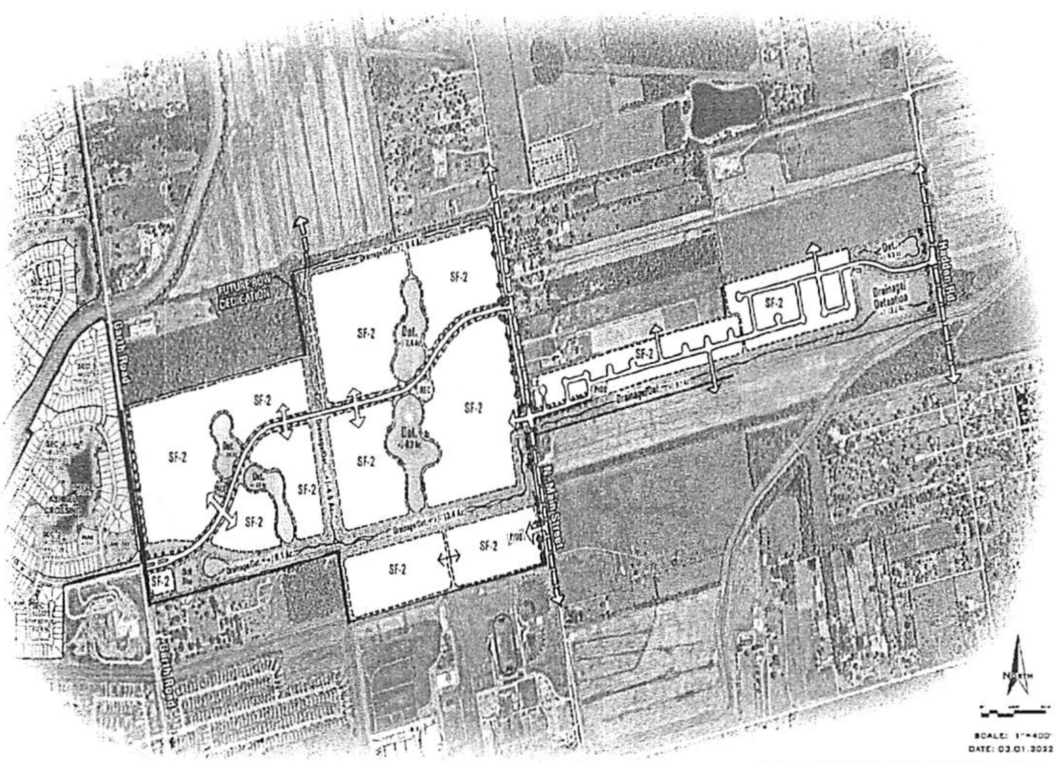
JONES|CARTER

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A Schematic Plan

Baytown Tract

Figure 2-1



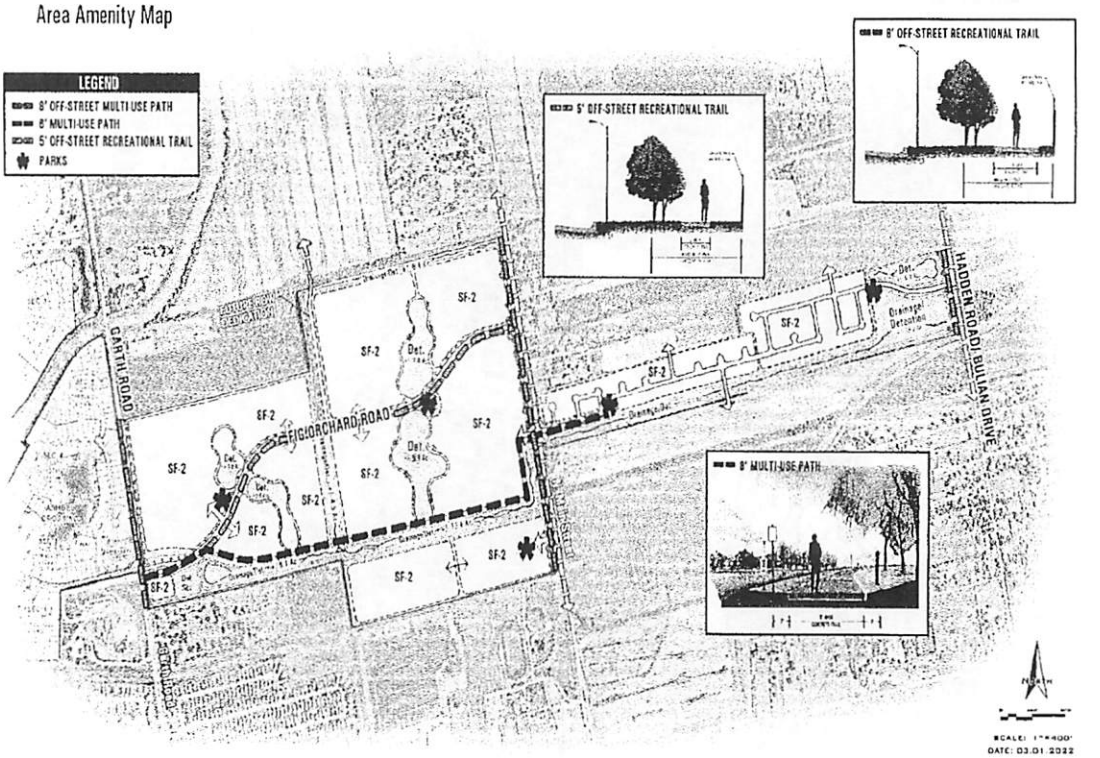
JONES|CARTER

RP-2023-37166

A Schematic Plan

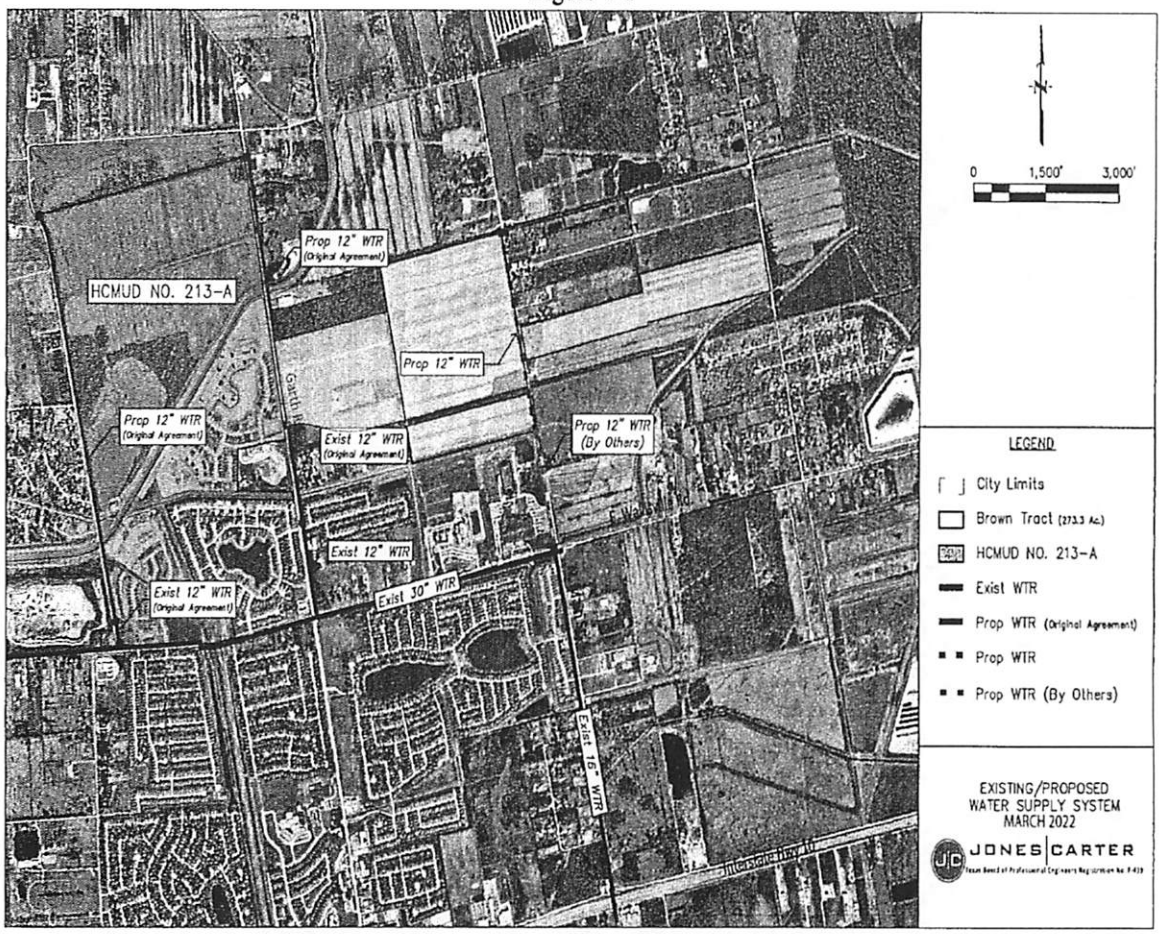
Figure 3-1

Area Amenity Map



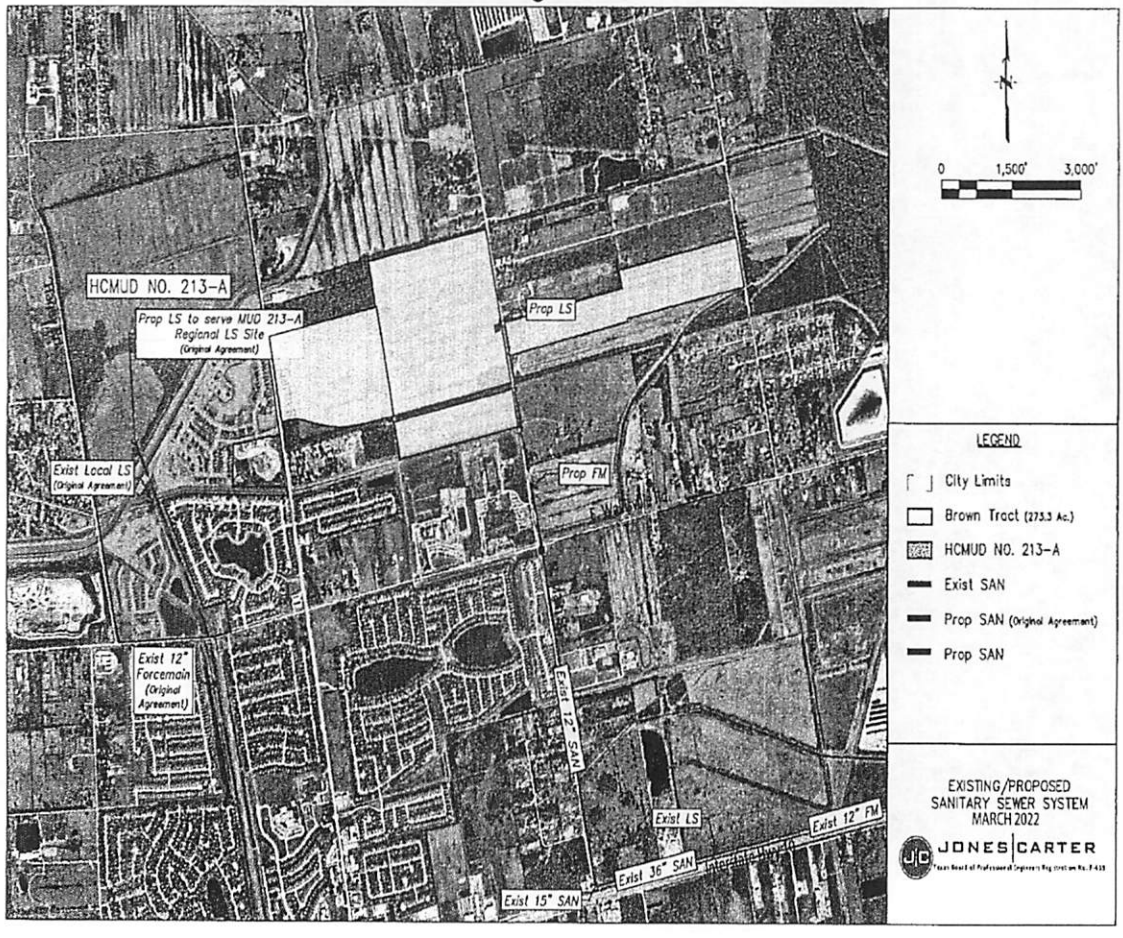
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Figure 4-1



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Figure 5-1



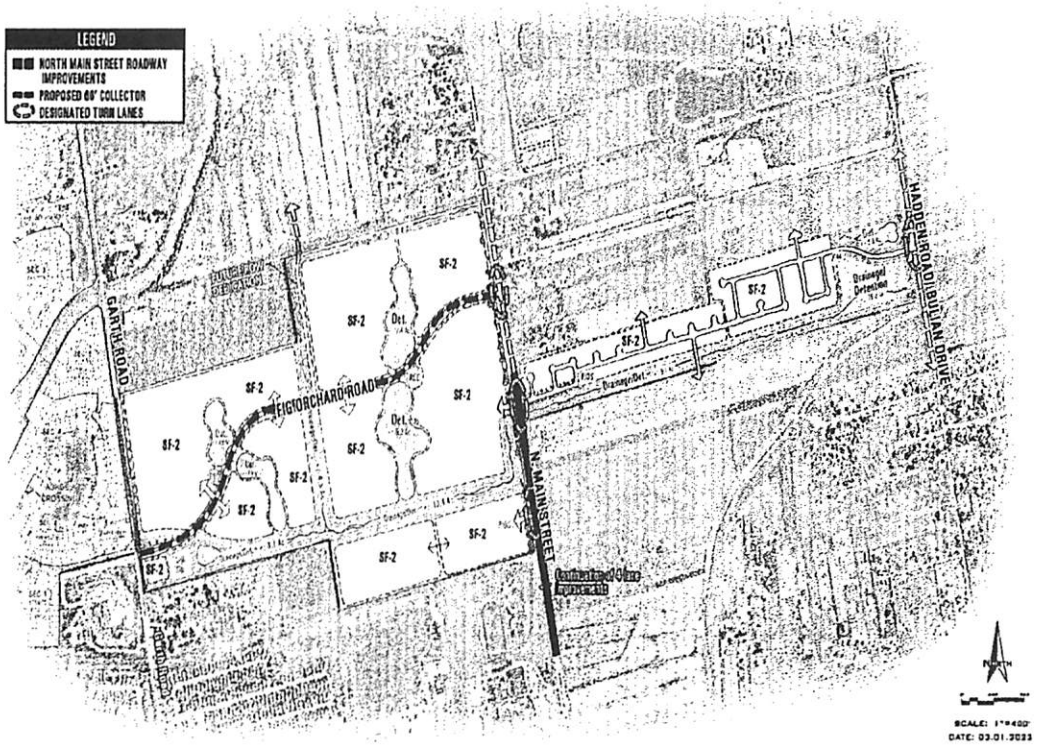
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A Schematic Plan

Figure 6-1

Area Mobility Plan



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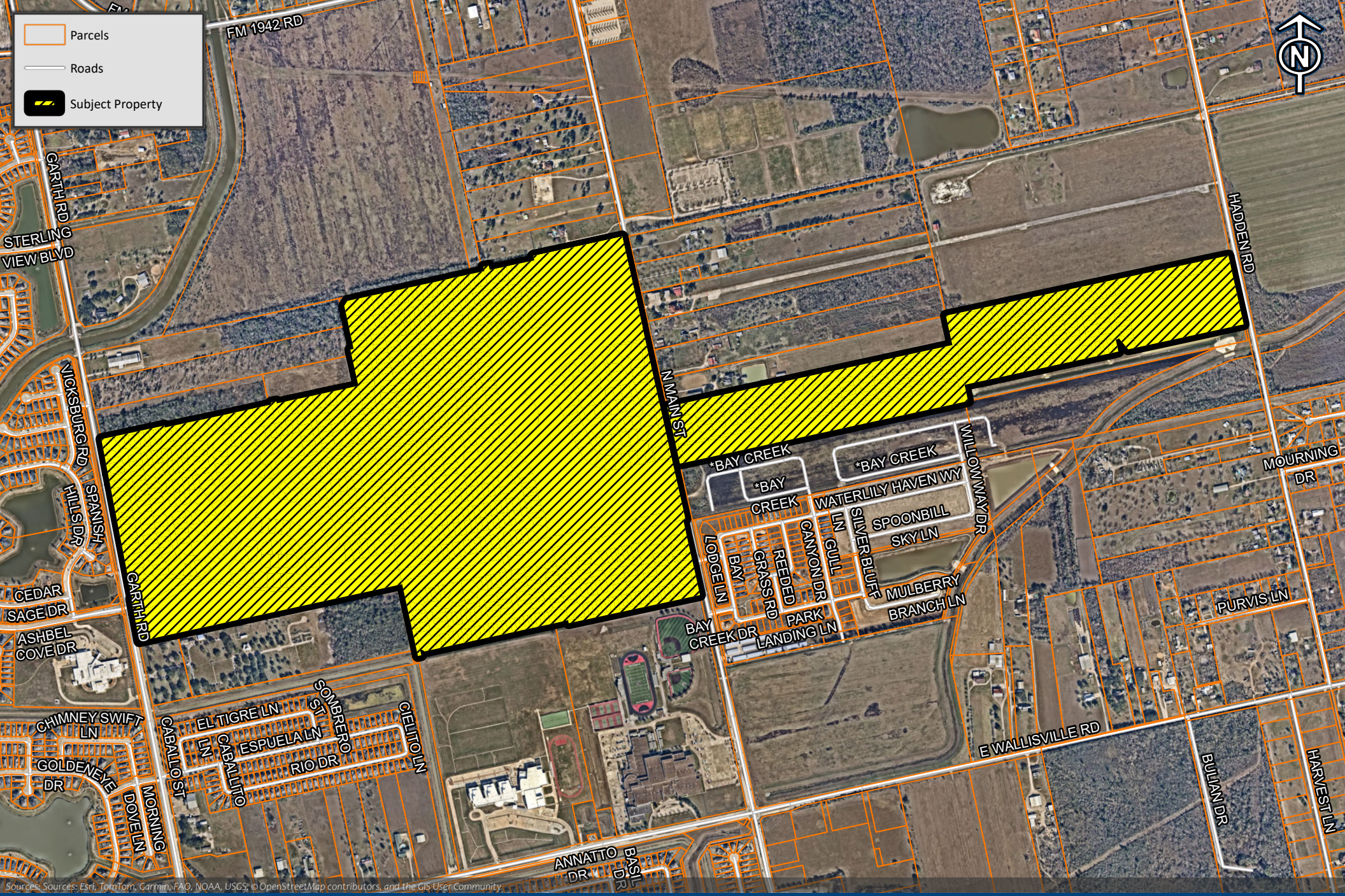
RP-2023-37166
Pages 34
02/02/2023 03:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

RP-2023-37166

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS



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

Annexation

Scotts Bend & Pelly Place

Limited Purpose Annexation

Vicinity Map

Approximately 356.99 acres

0 270 550 820 1,100 US Feet

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

Date: 5/27/2026

CITY COUNCIL MEETING 5. b.

Meeting Date: 06/11/2026
Subject: Second Public Hearing: Limited Purpose Annexation of Approximately 356.99 Acres
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Conduct the second public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land in the City's extraterritorial jurisdiction, generally located east of Garth Road and west of North Main Street and north of East Wallisville Road.

PREFACE

This is the second public hearing regarding the proposed limited purpose annexation of approximately 356.99 acres, legally described as Tracts 1-6 George Ellis Survey, Abstract No. 21, Harris County, Texas, generally located east of Garth Road and west of North Main Street, approximately 2,670 feet north of the intersection of Garth and East Wallisville Roads and approximately 2,000 feet north of the intersection of East Wallisville Road and North Main Street in Harris County, Texas.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossings. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The SPA was completed in 2019; the limited purpose annexation is the next step in fulfilling this agreement.

Supporting documentation is attached.

Fiscal Impact

Fiscal Year: 2026
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
There is no fiscal impact for this item at this time.

Attachments

Strategic Partnership Agreement
Second Amendment to Development Agreement
Vicinity Map

CITY OF BAYTOWN

OFFICE OF THE CITY CLERK

2401 Market Street
P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6504

January 28, 2019

CM/RRR#9590 9402 4156 8092 6401 77

Mr. Samuel L. Johnson
COATS | ROSE
A Professional Corporation
9 Greenway Plaza | Suite 1000
Houston, Texas 77046

Ref: ***Strategic Partnership Agreement***

Dear Mr. Johnson:

Pursuant to City of Baytown Ordinance No. 13,993 passed on January 24, 2019, please find enclosed copy of the above noted Agreement as it pertains to the limited purpose annexation with Harris County Municipal Utility District No. 213-A for approximately 514 acres of land in the City of Baytown's ETJ having been signed by Mayor Capetillo on January 24, 2019.

If our offices may be of further assistance, please do not hesitate in contacting our Legal Department to 281-420-6506.

Respectfully,

Sylvia Aguilar
Administrative Assistant/PT
Office of the City Clerk
2401 Market Street
Baytown, Texas 77520
281-420-6504
281-420-5891 (fax)

enc.

cc: Legal Department

STRATEGIC PARTNERSHIP AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is made and entered into, effective as of January 24, 2019, by and between the **CITY OF BAYTOWN, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

1. The District was created with the consent of the City for the purpose of providing water, sewer, transportation, recreation and drainage facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not within its corporate limits. The District is part of a zoned community of approximately 514.394 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property").

2. The City has historically annexed land into its corporate limits before development of such land has proceeded. However, the City determined that the District can best proceed pursuant to a development agreement with the developer of land within the Development (the "Developer") and a strategic partnership agreement (the "Agreement") with the District within the Development.

3. To provide certainty and order with regard to the conduct of the Development and the roles of the City, the District and the Developer, the City and the Developer entered into that certain Development Agreement, dated January 30, 2018 and amended on October 26, 2018 (the "Development Agreement") to provide for certain terms in connection with the Development. In addition, the provisions of Tex. Local Gov't Code, §43.0751 (Vernon Supp. 2000) (the "Act") state that the City and the District may enter into a strategic partnership agreement that provides for the terms and conditions under which services will be provided and funded by the City and the District.

4. The District would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and the District will, once confirmed, enter into a utility agreement in substantially the form and content as that which is attached as Exhibit "B" to the Development Agreement between the City and Lennar Homes of Texas Land and Construction Ltd. (the "Utility Agreement").

5. The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and

conditions under which services will be provided by the City and the District and under which the District will continue to exist after the District is annexed for limited purposes.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

Article 1
DEFINITIONS

1.01. Definitions. The terms "Act," "City," "Developer," "Development," "Development Agreement," "District," "ETJ," and "Property" shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

Applicable Ordinances shall include the following chapters, articles and/or sections of the Code of Ordinances, Baytown, Texas, along with all amendments thereto:

- Chapter 42 "Health and Sanitation" of the Code of Ordinances, Baytown, Texas.
- Chapter 118 "Signs," Article III "Regulations," Division 4 "Location" of the Code of Ordinances, Baytown, Texas, along with all other provisions regulating off-premise signs and digital billboards.

Consent Resolution means the resolution(s), including all attachments and exhibits passed by the City Council consenting to the creation of and inclusion of land into the District.

Effective Date and similar references means the date first written above.

Party or Parties means a party or the parties to this Agreement, being the City and the District.

1.02. Findings and Conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and under which the District will continue to exist after the tract is annexed for limited purposes pursuant to this Agreement;

b. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;

c. This Agreement provides benefits to the City and the District, including revenue, services, and/or regulations which are reasonable and equitable with regard to the benefits provided to the other Party;

d. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation; and

e. The City and the District negotiated this Agreement by mutual consent; the terms and conditions of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

Article 2.
LIMITED-PURPOSE ANNEXATION

2.01. Generally. As soon as practicable following the approval of this Agreement by City Council, as authorized by the Act, the City shall annex the Property for the limited purposes of applying the Applicable Ordinances within the Property. The District hereby consents to such annexation for limited purposes regardless of whether the Property is contiguous or non-contiguous to the corporate boundaries of the City. The Applicable Ordinances will be applicable to and enforceable in the Property upon the date of limited-purpose annexation.

2.02. Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except if annexed for full purposes pursuant to this Agreement, ad valorem taxes levied by the City will not be levied on taxable property within the District.

2.03. Municipal Court's Jurisdiction. Upon the limited purpose annexation of the Property, the City's municipal court shall have jurisdiction to adjudicate cases filed under the Applicable Ordinances arising from actions occurring within the Property.

2.04. Powers and Functions Retained by the District. Except as limited by the Consent Resolution, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the period preceding any full-purpose annexation. Disposition or acquisition of additional assets, liabilities, indebtedness and obligations will be governed by the Consent Resolution.

Article 3
MUNICIPAL SERVICES WITHIN THE DISTRICT

3.01. Enforcement of Applicable Ordinances. The City shall apply and enforce the City's applicable Ordinances within the Property.

3.02. No Further Services. The Parties expressly understand and agree that during the term of this Agreement, the City will only provide those services necessary to apply and enforce the City's Applicable Ordinances within the District in accordance with Section 3.01. The City shall have no obligation to provide or extend any City municipal services not expressly agreed to herein or otherwise agreed in writing in another agreement.

Article 4.
SALES AND USE TAX AGREEMENT

4.01. Imposition of the Sales and Use Tax. The City and all special districts or entities created or hereinafter created by the City having within its boundaries the corporate limits of the City lying within Harris County shall impose a Sales and Use Tax within the Property upon the limited-purpose annexation of the Property and upon the imposition of any Sales and Use Tax hereinafter adopted. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the same rate as such tax is imposed on the receipts from the sale and use at retail of taxable items within the corporate limits of the City lying within Harris County. The Sales and Use Tax shall take effect on the date described in Tax Code §321.102 or such other applicable law.

4.02. Notification of Comptroller. The City shall send notice of this Agreement and the limited-purpose annexation of the District to the Comptroller within three days of the Implementation Date in the manner provided by Tax Code §321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Property.

4.03. City Audit Rights. The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 30 days after the audit is completed.

Article 5.
FULL-PURPOSE ANNEXATION

5.01. No Full Purpose Annexation During Term of Agreement. The City agrees that it will not annex all or part of the District or commence any action to annex all or part of the District for full purposes during the term of this Agreement, except by mutual agreement of the Parties or in accordance with Section 5.02.

5.02. Full Purpose Annexation at Termination of Agreement. Upon termination of this Agreement for cause or on or before the third month prior to the expiration of the term or any extended term hereof, the City Manager shall evaluate and make a recommendation to the City Council regarding whether the City should:

a. negotiate a new strategic partnership agreement with the District,
b. annex the District for full purposes upon the termination of this Agreement, and dissolve the District,
c. annex the land within the District for full purposes upon termination of this Agreement and allow the District to remain in place as an in-city municipal utility district for the sole purpose of owing and maintaining the District's Detention Facilities, or
d. allow this Agreement to expire.

If the City Council desires to pursue one of the above-referenced options the City shall begin proceedings as applicable and this Agreement shall be construed as a valid petition

for annexation. If the City Council does not desire to pursue one of the above-referenced options, the City may begin proceedings to disannex the Property for limited purposes if authorized under the applicable provisions of the Local Government Code. If the City decides to annex or disannex the Property, the City may institute proceedings to accomplish such annexation or disannexation to be effective upon the termination of this Agreement.

Article 6.
SERVICES PROVIDED BY THE DISTRICT

6.01. Water and Wastewater Facilities. The District will develop, own, operate and maintain a water and wastewater systems in the District and the Property. The City shall provide all water and sewer capacities for the Development pursuant to the terms of the Utility Agreement. The City may periodically inspect the District's water, wastewater and drainage facilities.

6.02 Stormwater Facilities. The District will develop, own, operate and maintain a drainage system in the District and the Property. The drainage facilities that will be constructed to serve the District will include wet and dry detention basins, open channels, pump stations, outfall structures, and other control structures or appurtenances related thereto (the "District's Detention Facilities"). The District will own and maintain the District's Detention Facilities prior to annexation by the City. At the time of annexation by the City, the City, at its sole discretion, may allow the district to remain as an in-city municipal utility district for the sole purpose of owning and maintaining the District's Detention Facilities or may require that the District's Detention Facilities be conveyed to a homeowners' association or other association that exists in perpetuity prior to annexation by the City for ownership and maintenance of the District's Detention Facilities. The City will have no responsibilities with respect thereto.

Article 7
DEFAULT, NOTICE AND REMEDIES

7.01. Notice of District's Default.

a. The City shall notify the District in writing of an alleged failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within 30 days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has

been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 7.03.

7.02. Notice of City's Default.

a. The District shall notify the City Manager in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of the notice or the longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

c. If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

d. If the District determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 7.03.

7.03. Remedies. In the event it is determined that a default has occurred under Section 7.01(d) or Section 7.02(d), the remedies of the non-defaulting Party shall be limited to any of the following:

a. If the City determines that the District has committed a breach of this Agreement, the City may, and the District explicitly recognizes the City's right to, terminate service under this Agreement and to seek all remedies at law or in equity necessary to enforce the provision(s) violated. Termination of service pursuant to this article shall not limit the City's remedies at law or in equity, including termination of this Agreement or the Development Agreement and annexation of the Property for full purposes.

b. Injunctive relief specifying the actions to be taken by the defaulting Party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

c. If the District determines that the City has committed a breach of this Agreement, the District may file suit in a court of competent jurisdiction in Harris County, Texas, and seek any relief available at law or equity, including but not limited to, an action under the Uniform Declaratory Judgement Act in addition to the monetary awards as may be appropriate.

Article 8.
MISCELLANEOUS

8.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns, as well as the special districts created by the City and imposing a sales and use tax within hat portion of the City lying within Harris County. The District shall record this Agreement with the County Clerk in the Official Records of Harris County, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, §43.0751(c).

8.02. Term. This Agreement shall commence and bind the Parties on the Effective Date and shall remain in effect for an initial term of 30 years unless earlier terminated. This Agreement shall be automatically extended for additional five (5) year terms unless either party gives written notice of termination three months prior to the date of any such automatic extension. However, both parties expressly understand and agree that should any portion of the property involved in this Agreement become annexed by the City of Baytown for full purposes, this Agreement may terminate with respect to such area at the sole option of the City.

8.03. Restrictions on Tax Rate. The District shall maintain a minimum tax rate (debt service tax plus operation and maintenance tax) such that the District's tax is greater than the City's tax rate (currently $0.82203 per $100 of valuation) by a minimum of the operation and maintenance tax rate. Should the value within the District increase such that the combined tax rate could be lowered, the District will accelerate the bond redemption rate. The City and the District agree that the tax burden on the residents within the District will decrease upon the City's annexation. The Parties agree that should the City Council elect for the District to continue after full-purpose annexation,

the District's operation and maintenance tax may continue to be assessed for the operation and maintenance of the District's Detention Facilities; provided that the tax burden on the residents within the District will decrease upon annexation.

8.04. Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inabilities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulties, and the above-referenced requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

8.05. Notice. Any notices or other communications (a "Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) by sending the same by telefax with confirming copy sent by mail. Notice shall be deemed effective when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: City of Baytown
2401 Market Street
Baytown, Texas 77520
Attn: City Manager

District: Harris County Municipal Utility District No.213-A
c/o Coats Rose P.C.

9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Attn: Timothy G. Green

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

8.06. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

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

8.08. Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

8.09. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Harris County, Texas.

8.10. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

8.11. Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to carry out the terms of this Agreement.

8.12. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

8.13. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the District shall comply with all applicable laws, rules, and regulations of the United States and the State of Texas, Harris County and the City as such laws, rules and regulations no exist or as may be hereinafter amended.

8.14. Entire Agreement. This Agreement, including the exhibits hereto, contains all the agreements between the parties hereto with respect to the strategic partnership and may

not be modified orally or in any other manner other than by an agreement in writing, signed by all the parties hereto or their respective successors in interest.

8.15. Headings. The headings as to contents or particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

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

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

8.18. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

8.19 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF BAYTOWN, TEXAS

By: _____
BRANDON CAPETILLO, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Clerk

CITY OF BAYTOWN, TEXAS

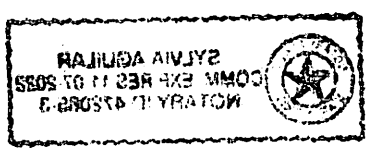
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was affirmed and acknowledged before me on the 24th day January, 2019 by Brandon Capetillo, Mayor and _____, _____ of City of Baytown Texas, on behalf of said city.

(SEAL)

SYLVIA AGUILAR
COMM EXPIRES 11-07-2022
NOTARY ID 472065-3

_____
Notary Public in and for the
State of TEXAS


SYLVIA AGUILAR
COMM. EXP. RES. 11-07-2025
NOTARY ID 4250985-3

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 213-A

By: James Coursey
President, Board of Directors

ATTEST:

By: W. Fritz Maxwell
Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was affirmed and acknowledged before me on the 28th day of November 2018 by James Coursey, President, and W. Fritz Maxwell Sec'y of Harris County Municipal Utility District No. 213-A, and in the capacity herein stated.

Monica Roberts-Jenkins
Notary Public in and for the
State of T E X A S

(SEAL) MONICA ROBERTS-JENKINS
128846187
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 5, 2020

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 213-A

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was affirmed and acknowledged before me on the ____ day of __ by _____, _____, and _____, _____ of Harris County Municipal Utility District No. 213-A, and in the capacity herein stated.

(SEAL)

_____
Notary Public in and for the
State of T E X A S

EXHIBIT "A"

514.394 ACRES

A compilation of 6 tracts totaling 514.394 acres in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being further described by metes & bounds below:

Tract 1:

A **METES & BOUNDS** description of a certain 65.604 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth-Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 65.604 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with S&V plastic cap found for the northwest corner of a called 13.860 acre tract of land described in the deed to Sowell Wallisville Partners, LP, recorded in Clerk's File Number 20110485127 of the Harris County Official Public Records of Real Property;

THENCE, South 26 Degrees 57 Minutes 03 Seconds East, with the westerly line of said 13.860 acres, a distance of 832.92 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, South 47 Degrees 33 Minutes 21 Seconds West, continuing with said westerly line, a distance of 651.92 feet to a 5/8-inch iron rod with S&V plastic cap found for the southwest corner of said 13.860 acres;

THENCE, South 61 Degrees 19 Minutes 46 Seconds East, with the southerly line of said 13.860 acres, a distance of 1342.78 feet to a 5/8-inch iron rod found for the southeast corner of said 13.860 acres, also being in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement, a distance of 403.79 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly right-of-way line of Wallisville Road (right-of-way varies), common with the southerly line of said 309.7686 acres;

THENCE, South 86 Degrees 58 Minutes 43 Seconds West, with said common line, a distance of 1603.78 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 03 Degrees 04 Minutes 58 Seconds West, continuing with said common line, a distance of 11.34 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 86 Degrees 55 Minutes 02 Seconds West, continuing with said common line, a distance of 301.84 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way) and being the southwest corner of said 309.7686 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 309.7686 acres, a distance of 1587.91 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southwest corner of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 309.7686 acres;

THENCE, North 17 Degrees 27 Minutes 36 Seconds East, with the southerly line of said 36.93 acres, common with the northerly line of said 309.7686 acres, a distance of 142.41 feet to a 5/8-inch iron rod with Land Tech plastic cap, found at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1386.00 feet, a chord bearing of North 46 Degrees 08 Minutes 27 Seconds East, a chord length of 483.40 feet and an arc length of 485.88 feet, to a found 5/8-inch iron rod;

THENCE, North 36 Degrees 04 Minutes 39 Seconds East, continuing with said common line, a distance of 566.89 feet to a found 5/8-inch iron rod;

THENCE, South 53 Degrees 56 Minutes 59 Seconds East, continuing with said common line, a distance of 114.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, continuing with said common line, a distance of 263.07 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of said 150-foot easement;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement a distance of 356.26 feet to a 5/8-inch iron rod with S&V plastic cap found at the northeast corner of said 13.860 acres;

THENCE, South 76 Degrees 25 Minutes 37 Seconds West, with the northerly line of said 13.860 acres, a distance of 133.63 feet to the POINT OF **BEGINNING, CONTAINING** 65.604 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 2:

A **METES & BOUNDS** description of a certain 107.208 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth Wallisville, LTD, recorded in Clerk's File

Number 20090462192 of the Harris County Official Public Records of Real Property; said 107.208 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod found for the southwest corner of a called 15.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G812757 of the Harris County Official Public Records of Real Property;

THENCE, South 89 Degrees 12 Minutes 40 Seconds East, with the southerly line of said 15.0000 acres, a distance of 1168.52 feet to a 5/8-iron rod with plastic cap found at the southeast corner of said 15.0000 acres and being in the westerly right-of-way line of Garth Road (right-of-way varies), common with the easterly line of said 309.7686 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said common line, a distance of 122.38 feet to a 5/8-inch iron rod with Terra plastic cap found for corner;

THENCE, North 89 Degrees 36 Minutes 07 Seconds West, continuing with said common line, a distance of 10.38 feet to a 5/8-inch iron rod with Costello plastic cap found for corner;

THENCE, South 10 Degrees 54 Minutes 11 Seconds East, continuing with said common line, a distance of 19.32 feet to a 5/8-inch iron rod with Cob plastic cap found at the northeast corner of a called 106.85 acre tract of land described in the deed to Castlerock Communities, LP, recorded in Clerk's File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 80 Degrees 25 Minutes 52 Seconds West, with the northerly line of said 106.85 acres, a distance of 6.10 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, North 89 Degrees 12 Minutes 59 Seconds West, continuing with said northerly line, a distance of 2176.58 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 76 Degrees 25 Minutes 01 Seconds West, continuing with said northerly line, a distance of 503.99 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 63 Degrees 23 Minutes 29 Seconds West, continuing with said northerly line, a distance of 28.75 feet to a 5/8-inch iron rod with Cob plastic cap found at the northwest corner of said 106.85 acres and being in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 499.42 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the southerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, with said southerly line, a distance of 2342.65 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 53 Degrees 56 Minutes 59 Seconds West, continuing with said southerly line, a distance of 70.00 feet to a found 5/8-inch iron rod with Landtech plastic cap;

THENCE, North 36 Degrees 02 Minutes 26 Seconds East, continuing with said southerly line, a distance of 892.80 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the beginning of a non-tangent curve to the right;

THENCE, continuing with said southerly line and said non tangent curve turning to the right, having a radius of 815.00 feet, a chord bearing of North 54 Degrees 17 Minutes 26 Seconds East, a chord length of 510.30 feet and an arc length of 519.03 feet, to a found 5/8-inch iron rod;

THENCE, South 60 Degrees 55 Minutes 06 Seconds East, continuing with said southerly line, a distance of 56.73 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, departing said southerly line and over and across said 309.7686 acres, a distance of 2169.57 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 79 Degrees 05 Minutes 54 Seconds East, continuing over and across said 309.7686 acres, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly right-of-way line of said Garth Road;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said right-of-way line, a distance of 123.44 feet to a 5/8-inch iron rod found at the northeast corner of a called 5.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G873953 of the Harris County Official Public Records of Real Property

THENCE, South 79 Degrees 06 Minutes 26 Seconds West, with the northerly line of said 5.0000 acres, a distance of 1002.22 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said 5.0000 acres;

THENCE, South 00 Degrees 48 Minutes 26 Seconds West, with the westerly line of said 5.0000 and 15.0000 acres, a distance of 700.00 feet to the POINT OF **BEGINNING, CONTAINING** 107.208 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 3:

A **METES & BOUNDS** description of a certain 263.445 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 263.445 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 253.78 feet;

THENCE, South 12 Degrees 24 Minutes 47 Seconds East, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, over and across said 348.0163 acres, a distance of 3806.48 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 57 Degrees 03 Minutes 09 Seconds East, continuing over and across said 348.0163 acres, a distance of 140.51 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 77 Degrees 30 Minutes 45 Seconds East, continuing over and across said 348.0163 acres, a distance of 237.81 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, continuing over and across said 348.0163 acres, a distance of 1932.83 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, common with the southerly line of said 348.0163 acres;

THENCE, South 37 Degrees 33 Minutes 33 Seconds West, with said common line, a distance of 90.02 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1014.00 feet, a chord bearing of South 54 Degrees 16 Minutes 43 Seconds West, a chord length of 634.92 feet and an arc length of 645.78 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 03 Minutes 51 Seconds West, continuing with said common line, a distance of 517.88 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 46 Degrees 49 Minutes 36 Seconds West, continuing with said common line, a distance of 381.60 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, continuing with said common line, a distance of 2135.90 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of said 150-foot wide Houston Lighting and Power easement;

THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 4418.31 feet to the POINT OF **BEGINNING, CONTAINING** 263.445 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4A:

A **METES & BOUNDS** description of a certain 62.431 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 62.431 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 94.15 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with said westerly line, a distance of 4552.09 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, with said northerly line, a distance of 672.23 feet to a 5/8-inch iron rod with landtech plastic cap found for the northeast corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property;

THENCE, South 76 Degrees 55 Minutes 35 Seconds West, with the northerly line of said 1.899 acres, a distance of 240.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 20 Degrees 47 Minutes 18 Seconds West, continuing with said northerly line, a distance of 239.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 76 Degrees 26 Minutes 44 Seconds West, continuing with said northerly line, a distance of 188.03 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 348.0163 acres, a distance of 4603.46 feet to the beginning of a curve to the left, from which a found 5/8-inch iron rod bears North 46 Degrees 42 Minutes 52 Seconds East, a distance of 1.12 feet;

THENCE, with said common line and curve turning to the left, having a radius of 858.85 feet, a chord bearing of North 28 Degrees 42 Minutes 16 Seconds West, a chord length of 468.16 feet and an arc length of 474.16 feet to the POINT OF **BEGINNING, CONTAINING** 62.431 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4B:

A **METES & BOUNDS** description of a certain 1.846 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 1.846 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with plastic cap found at the southwest corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 76 Degrees 26 Minutes 40 Seconds East, with the southerly line of said 1.899 acres, a distance of 475.93 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southeast corner of said 1.899 acres and being in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 04 Minutes 42 Seconds West, with said northerly line, a distance of 141.03 feet to a found 5/8-inch iron rod at the beginning of a non-tangent curve to the right;

THENCE, continuing with said northerly line and non-tangent curve turning to the right, having a radius of 1210.00 feet, a chord bearing of South 43 Degrees 02 Minutes 51 Seconds West, a chord length of 294.82 feet and an arc length of 295.56 feet, to a found 5/8-inch iron rod;

THENCE, South 77 Degrees 13 Minutes 30 Seconds West, a distance of 125.28 feet to a 5/8-inch iron rod found in the easterly right-of-way line of said Haney Road, common with the westerly line of said 348.0163 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said common line, a distance of 251.93 feet to the POINT OF **BEGINNING, CONTAINING** 1.846 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 5:

Harris County MUD 213-A
13.860 Acres

Talcott Patching Survey, A- 620

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 13.860 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas; said 13.860 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch iron rod found at the northwest corner of a called 106.65 acre tract of land recorded in Clerks File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 88 Degrees 34 Minutes 56 Seconds West, a distance of 166.24 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2084.38 feet to a point for corner;

THENCE, North 61 Degrees 19 Minutes 51 Seconds West, a distance of 1342.78 feet to a point for corner;

THENCE, North 47 Degrees 33 Minutes 16 Seconds East, a distance of 651.92 feet to a point for corner;

THENCE, North 26 Degrees 57 Minutes 08 Seconds West, a distance of 832.92 feet to a point for corner;

THENCE, North 76 Degrees 25 Minutes 32 Seconds East, a distance of 133.63 feet to the **POINT OF BEGINNING, CONTAINING** 13.860 acres of land in Harris County, Texas

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

07/24/18

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com



Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

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02/02/2023 ER $146.00

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **SECOND AMENDMENT** (the "Second Amendment") to the **DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into as of January 10, 2023 (the "Effective Date"), by and between the **CITY OF BAYTOWN, TEXAS,** a municipal corporation and home-rule city of the State of Texas (the "City") and **FRIENDSWOOD DEVELOPMENT COMPANY,** an assumed name of Lennar Homes of Texas Land and Construction Ltd., a Texas limited partnership (the "Developer").

RECITALS

WHEREAS. Garth - Wallisville Ltd., a Texas limited partnership ("Owner"), the Developer and the City entered into the Agreement on January 30, 2018, concerning the development of approximately 500.534 acres of land, all of which is located in the extraterritorial jurisdiction of the City (the "Agreement"); and

WHEREAS, thereafter the Developer purchased the 500.534 acres of land from the Owner; and

WHEREAS, after the purchase of the 500.534 acres of land, the Developer purchased an additional 13.86 acres of land; and

WHEREAS, the City and the Developer entered into that certain First Amendment to the Development Agreement dated October 26, 2018 (the "First Amendment") to make the collective 514.394 acres of land subject to the Agreement and revise the density limitations thereunder accordingly; and

WHEREAS, the Developer has purchased an additional 356.99 acres of land ("Annexation Tract") located adjacent to the 514.394 acres of land; and

WHEREAS, the Developer desires that the entire 871.38 acres of land be subject to the Development Agreement and the Developer and the District desire that the 356.99 acres be annexed into its territory for the purpose of providing water, sewer, drainage, transportation, and recreational facilities to land within its boundaries and for purposes of the Strategic Partnership Agreement as well as the Water Supply and Waste Disposal Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements

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herein contained, the Parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the Agreement.

2. Amendment.

   a. The term "Property" as used in the following documents shall mean and include the entire 871.38 acres, described in Exhibit "A", which is attached hereto and incorporated herein for all intents and purposes:

      1. The Agreement,
      2. The Strategic Partnership Agreement, and
      3. The Plan of Development.

   b. The term "Service Area" as used in the Water Supply and Waste Disposal Agreement shall include the 356.99 acres described as Tracts 6 through 11 in Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

   c. Paragraph III. Proposed Land Use of Exhibit "C," Plan of Development, of the Agreement shall be amended to reflect the maximum density of 4.0 units per acre as a total of 3,485 dwelling units for the entire 871.38 acres.

   d. Figures 1 – 10 of Exhibit "C," the Plan of Development, of the Agreement shall be supplemented with Figures 1-1 through 7-1 of this Second Amendment.

   e. Paragraph 2. Density of Exhibit "D," Density, Land Use and Development Standards, of the Agreement shall be deleted and replaced with the following:

      2. The Property shall be developed in accordance with the Plan of Development and the ULDC as amended herein. The total number of single-family mixed residential housing units (SF-2) within the Property shall not exceed 3,177 units, the number of medium density mixed residential units shall not exceed 308 units (MF-1), provided, however, to allow the Developer a certain amount of flexibility to respond to market conditions, any quantity of this section may be increased by up to 10% so long as such total density does not exceed the maximum density of 3,485 dwelling units. This maximum total density (4.0 units per acre) is equivalent to the ULDC density for SF-1. The Developer may develop commercial property (any combination of NSC or GC) not to exceed 10 acres and may sell up to 15 acres of SF-2 acreage for a new elementary school subject to agreement by Goose Creek Consolidated Independent School District. Notwithstanding anything to the contrary in this Agreement, the Annexation Tract shall, upon completion of its full development, be developed with a minimum of five percent (5%) of its single-family mixed residential housing units having a minimum lot frontage of seventy

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feet (70').

f. Paragraph 1. Water Improvements of Exhibit "F," Development Obligations, of the Agreement, shall be amended to include a 12" water main connection and extension along N. Main to and through the Annexation Tract as shown in Figure 4-1 of the Plan of Development.

g. Paragraph 2. Wastewater Improvements of Exhibit "F," Development Obligations, of the Agreement shall be amended to include a local lift station to be designed and constructed on the Annexation Tract along with a force main and/or gravity line within public right-of-way and/or an easement granted to Developer to tie into the City's existing collection line at the intersection of Wallisville Road and N. Main as shown in Figure 5-1 of the Plan of Development.

h. Paragraph 3. Roadway & Sidewalk Improvements of Exhibit "F," Development Obligations, of the Agreement shall be amended to include that certain 20' right-of-way dedication along both sides of N. Main and the west side of Hadden Road within the Annexation Tract. Additionally, Developer shall construct approximately 2,000' of a four-lane boulevard section within existing right-of-way of N. Main from Goose Creek Memorial High School to just past the proposed 4-way intersection planned on the Annexation Tract as shown in Figure 7-1 of the Plan of Development. Furthermore, Developer shall design and construct approximately 5,600' of Fig Orchard Road as a collector street within 60' wide right-of way dedicated by Developer from Garth Road to N. Main Road as shown in Figure 6-1 of the Plan of Development. Developer shall construct 5' wide sidewalk along the south side of Fig Orchard; 8' sidewalk along the drainage corridor planned near the southern boundary of the Annexation Tract connecting Pumphrey Elementary to Goose Creek Memorial High School, and 8' sidewalk along the east side of Garth Road, both sides of N. Main, and the west side of Hadden Road within the Annexation Tract as shown on Figure 3-1 of the Plan of Development.

i. Full Purpose Annexation of 5' Strip. Notwithstanding the provisions of Section 1.01 of the Agreement and the Strategic Partnership Agreement, within sixty (60) days after the Annexation Tract is annexed into the District, Developer shall petition the City ("Annexation Petition") to annex a strip of land five feet (5') in width and extending from a point within the District that is contiguous to the City's existing corporate limits to the northern boundary of the Annexation Tract (the "5' Strip"). The location of the 5' Strip shall be mutually agreeable to Developer and the City. Developer shall cause the District to join the Annexation Petition to the extent necessary to satisfy the requirements of Texas Local Government Code Section 43. 071, so that the City may annex for full purposes the 5' Strip without having to annex the remainder of the District and dissolve the District.

The location of the 5' Strip shall be such as to minimize any interference with Developer's development of the Annexation Tract and the City agrees Developer shall

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be entitled to use the 5' Strip consistent with the use of the land contiguous thereto regardless of the zoning of the 5' Strip.

j. Developer Reimbursement. The Developer agrees that any reimbursement agreement the Developer enters with the District shall provide that the District's obligation to issue bonds to reimburse the Developer expires December 31, 2036 unless the City and District agree otherwise.

3. Entire Agreement. The provisions of this Second Amendment, the First Amendment and the Agreement and the documents referenced therein should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the First Amendment and the Agreement and the documents referenced therein, the provisions of this Second Amendment shall control.

4. Interpretation. This Second Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Second Amendment.

5. Captions. Captions contained in this Second Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

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

7. Recordation. This Second Amendment shall run with the land and be recorded in the real property records of Harris County and be binding upon the Property, Parties, and all successor owners. Notwithstanding the foregoing, however, this Second Amendment shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed lot within the Property which has been improved with a residential dwelling unit except for land use and development regulations, City Ordinances that apply to specific lots or residents of the City, and annexation of the property by the City. For purposes of this Second Amendment: (a) the term "end-buyer" means an owner of any fully developed lot within the Property, but said end-buyer will not be considered the Owner or Developer, and (b) the term "fully developed lot" means any lot, regardless of the use, for which a certificate of occupancy has been issued for a structure thereon.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of equal dignity, as of the elate first given above.

"CITY"

CITY OF BAYTOWN, TEXAS

By: _____
Interim City Manager

ATTEST:

By: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of January, 2023, by Jason E. Reynolds, Interim City Manager of City of Baytown, Texas, on behalf of said city.

SYLVIA AGUILAR
Notary Public, State of Texas
Comm. Expires 11-07-2026
Notary ID 472065-3

_____
Notary Public, State of Texas

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COB Legal

"DEVELOPER"

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership,
dba FRIENDSWOOD DEVELOPMENT COMPANY

By: **U.S. Home LLC, a Delaware Limited Liability Company,**
(as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation),
its general partner

By: _____
Michael W. Johnson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th day of October, 2023, by Michael W. Johnson, Vice President of U.S. Home LLC, a Delaware Limited Liability Company. acting as general panner of Lennar Homes of Texas Land and Construction, Ltd.

YOLANDA BARAJAS
Notary ID #4912704
My Commission Expires
September 29, 2024

_____
Notary Public, State of Texas

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EXHIBIT "A"

871.38 ACRES

A compilation of 11 tracts totaling 871.38 acres comprised of 5 tracts in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, and 6 tracts in the George Ellis Survey, Abstract No. 21, in Harris County, Texas being further described by metes & bounds below:

Tract 1:

A **METES & BOUNDS** description of a certain 65.604 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth-Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 65.604 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with S&V plastic cap found for the northwest corner of a called 13.860 acre tract of land described in the deed to Sowell Wallisville Partners, LP, recorded in Clerk's File Number 20110485127 of the Harris County Official Public Records of Real Property;

THENCE, South 26 Degrees 57 Minutes 03 Seconds East, with the westerly line of said 13.860 acres, a distance of 832.92 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, South 47 Degrees 33 Minutes 21 Seconds West, continuing with said westerly line, a distance of 651.92 feet to a 5/8-inch iron rod with S&V plastic cap found for the southwest corner of said 13.860 acres;

THENCE, South 61 Degrees 19 Minutes 46 Seconds East, with the southerly line of said 13.860 acres, a distance of 1342.78 feet to a 5/8-inch iron rod found for the southeast corner of said 13.860 acres, also being in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement, a distance of 403.79 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly right-of-way line of Wallisville Road (right-of-way varies), common with the southerly line of said 309.7686 acres;

THENCE, South 86 Degrees 58 Minutes 43 Seconds West, with said common line, a distance of 1603.78 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

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THENCE, North 03 Degrees 04 Minutes 58 Seconds West, continuing with said common line, a distance of 11.34 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 86 Degrees 55 Minutes 02 Seconds West, continuing with said common line, a distance of 301.84 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way) and being the southwest corner of said 309.7686 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 309.7686 acres, a distance of 1587.91 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southwest corner of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 309.7686 acres;

THENCE, North 17 Degrees 27 Minutes 36 Seconds East, with the southerly line of said 36.93 acres, common with the northerly line of said 309.7686 acres, a distance of 142.41 feet to a 5/8-inch iron rod with Land Tech plastic cap, found at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1386.00 feet, a chord bearing of North 46 Degrees 08 Minutes 27 Seconds East, a chord length of 483.40 feet and an arc length of 485.88 feet, to a found 5/8-inch iron rod;

THENCE, North 36 Degrees 04 Minutes 39 Seconds East, continuing with said common line, a distance of 566.89 feet to a found 5/8-inch iron rod;

THENCE, South 53 Degrees 56 Minutes 59 Seconds East, continuing with said common line, a distance of 114.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set for corner;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, continuing with said common line, a distance of 263.07 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of said 150-foot easement;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with the westerly line of said 150-foot easement a distance of 356.26 feet to a 5/8-inch iron rod with S&V plastic cap found at the northeast corner of said 13.860 acres;

THENCE, South 76 Degrees 25 Minutes 37 Seconds West, with the northerly line of said 13.860 acres, a distance of 133.63 feet to the POINT OF **BEGINNING, CONTAINING** 65.604 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 2:

A **METES & BOUNDS** description of a certain 107.208 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 309.7686 acre tract of land described as Tract Two in the deed to Garth Wallisville, LTD, recorded in Clerk's File

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Number 20090462192 of the Harris County Official Public Records of Real Property; said 107.208 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod found for the southwest corner of a called 15.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G812757 of the Harris County Official Public Records of Real Property;

THENCE, South 89 Degrees 12 Minutes 40 Seconds East, with the southerly line of said 15.0000 acres, a distance of 1168.52 feet to a 5/8-iron rod with plastic cap found at the southeast corner of said 15.0000 acres and being in the westerly right-of-way line of Garth Road (right-of-way varies), common with the easterly line of said 309.7686 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said common line, a distance of 122.38 feet to a 5/8-inch iron rod with Terra plastic cap found for corner;

THENCE, North 89 Degrees 36 Minutes 07 Seconds West, continuing with said common line, a distance of 10.38 feet to a 5/8-inch iron rod with Costello plastic cap found for corner;

THENCE, South 10 Degrees 54 Minutes 11 Seconds East, continuing with said common line, a distance of 19.32 feet to a 5/8-inch iron rod with Cob plastic cap found at the northeast corner of a called 106.85 acre tract of land described in the deed to Castlerock Communities, LP, recorded in Clerk's File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 80 Degrees 25 Minutes 52 Seconds West, with the northerly line of said 106.85 acres, a distance of 6.10 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, North 89 Degrees 12 Minutes 59 Seconds West, continuing with said northerly line, a distance of 2176.58 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 76 Degrees 25 Minutes 01 Seconds West, continuing with said northerly line, a distance of 503.99 feet to a found 5/8-inch iron rod with Cob plastic cap;

THENCE, South 63 Degrees 23 Minutes 29 Seconds West, continuing with said northerly line, a distance of 28.75 feet to a 5/8-inch iron rod with Cob plastic cap found at the northwest corner of said 106.85 acres and being in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 499.42 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the southerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, North 35 Degrees 07 Minutes 01 Seconds East, with said southerly line, a distance of 2342.65 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

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THENCE, North 53 Degrees 56 Minutes 59 Seconds West, continuing with said southerly line, a distance of 70.00 feet to a found 5/8-inch iron rod with Landtech plastic cap;

THENCE, North 36 Degrees 02 Minutes 26 Seconds East, continuing with said southerly line, a distance of 892.80 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the beginning of a non-tangent curve to the right;

THENCE, continuing with said southerly line and said non tangent curve turning to the right, having a radius of 815.00 feet, a chord bearing of North 54 Degrees 17 Minutes 26 Seconds East, a chord length of 510.30 feet and an arc length of 519.03 feet, to a found 5/8-inch iron rod;

THENCE, South 60 Degrees 55 Minutes 06 Seconds East, continuing with said southerly line, a distance of 56.73 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, departing said southerly line and over and across said 309.7686 acres, a distance of 2169.57 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 79 Degrees 05 Minutes 54 Seconds East, continuing over and across said 309.7686 acres, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly right-of-way line of said Garth Road;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said right-of-way line, a distance of 123.44 feet to a 5/8-inch iron rod found at the northeast corner of a called 5.0000 acre tract of land described in the deed to Goose Creek, I.S.D., recorded in Clerk's File Number G873953 of the Harris County Official Public Records of Real Property

THENCE, South 79 Degrees 06 Minutes 26 Seconds West, with the northerly line of said 5.0000 acres, a distance of 1002.22 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said 5.0000 acres;

THENCE, South 00 Degrees 48 Minutes 26 Seconds West, with the westerly line of said 5.0000 and 15.0000 acres, a distance of 700.00 feet to the POINT OF **BEGINNING, CONTAINING** 107.208 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 3:

A **METES & BOUNDS** description of a certain 263.445 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 263.445 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

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COMMENCING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 253.78 feet;

THENCE, South 12 Degrees 24 Minutes 47 Seconds East, a distance of 20.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, over and across said 348.0163 acres, a distance of 3806.48 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 57 Degrees 03 Minutes 09 Seconds East, continuing over and across said 348.0163 acres, a distance of 140.51 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, North 77 Degrees 30 Minutes 45 Seconds East, continuing over and across said 348.0163 acres, a distance of 237.81 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, continuing over and across said 348.0163 acres, a distance of 1932.83 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property, *common with the southerly line of said 348.0163 acres;*

THENCE, South 37 Degrees 33 Minutes 33 Seconds West, with said common line, a distance of 90.02 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a non-tangent curve to the left;

THENCE, continuing with said common line and non-tangent curve turning to the left, having a radius of 1014.00 feet, a chord bearing of South 54 Degrees 16 Minutes 43 Seconds West, a chord length of 634.92 feet and an arc length of 645.78 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 03 Minutes 51 Seconds West, continuing with said common line, a distance of 517.88 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 46 Degrees 49 Minutes 36 Seconds West, continuing with said common line, a distance of 381.60 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, continuing with said common line, a distance of 2135.90 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly line of said 150-foot wide Houston Lighting and Power easement;

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THENCE, North 26 Degrees 57 Minutes 01 Seconds West, with said easterly line, a distance of 4418.31 feet to the POINT OF **BEGINNING, CONTAINING** 263.445 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4A:

A METES & BOUNDS description of a certain 62.431 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 62.431 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 3/4-inch iron rod found at the northwest corner of said 348.0163 acres, common with the southwest corner of a called 89.1 acres tract of land described in the deed to George Hamman, recorded in Volume 1054, Page 259 of the Harris County Deed Records and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 13 Seconds East, with the southerly line of said 89.1 acres, common with the northerly line of said 348.0163 acres, a distance of 94.15 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the westerly line of a 150-foot wide Houston Lighting and Power easement recorded in Volume 3021, Page 30 of the Harris County Deed Records;

THENCE, South 26 Degrees 57 Minutes 01 Seconds East, with said westerly line, a distance of 4552.09 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 43 Minutes 26 Seconds West, with said northerly line, a distance of 672.23 feet to a 5/8-inch iron rod with landtech plastic cap found for the northeast corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property;

THENCE, South 76 Degrees 55 Minutes 35 Seconds West, with the northerly line of said 1.899 acres, a distance of 240.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 20 Degrees 47 Minutes 18 Seconds West, continuing with said northerly line, a distance of 239.00 feet to a found 5/8-inch iron rod with cap;

THENCE, South 76 Degrees 26 Minutes 44 Seconds West, continuing with said northerly line, a distance of 188.03 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

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THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said easterly right-of-way line, common with the westerly line of said 348.0163 acres, a distance of 4603.46 feet to the beginning of a curve to the left, from which a found 5/8-inch iron rod bears North 46 Degrees 42 Minutes 52 Seconds East, a distance of 1.12 feet;

THENCE, with said common line and curve turning to the left, having a radius of 858.85 feet, a chord bearing of North 28 Degrees 42 Minutes 16 Seconds West, a chord length of 468.16 feet and an arc length of 474.16 feet to the POINT OF **BEGINNING, CONTAINING** 62.431 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

Tract 4B:

A **METES & BOUNDS** description of a certain 1.846 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas, being part of the residue of a called 348.0163 acre tract of land described as Tract One in the deed to Garth Wallisville, LTD, recorded in Clerk's File Number 20090462192 of the Harris County Official Public Records of Real Property; said 1.846 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod with plastic cap found at the southwest corner of a called 1.899 acre tract of land described in the deed to the San Jacinto River Authority, recorded in Clerk's File Number 20150508810 of the Harris County Official Public Records of Real Property and being in the easterly right-of-way line of Haney Road (a 70-foot right-of-way);

THENCE, North 76 Degrees 26 Minutes 40 Seconds East, with the southerly line of said 1.899 acres, a distance of 475.93 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southeast corner of said 1.899 acres and being in the northerly line of a called 36.93 acre tract of land described in the deed to the Coastal Industrial Water Authority, recorded in Clerk's File Number D838008 of the Harris County Official Public Records of Real Property;

THENCE, South 36 Degrees 04 Minutes 42 Seconds West, with said northerly line, a distance of 141.03 feet to a found 5/8-inch iron rod at the beginning of a non-tangent curve to the right;

THENCE, continuing with said northerly line and non-tangent curve turning to the right, having a radius of 1210.00 feet, a chord bearing of South 43 Degrees 02 Minutes 51 Seconds West, a chord length of 294.82 feet and an arc length of 295.56 feet, to a found 5/8-inch iron rod;

THENCE, South 77 Degrees 13 Minutes 30 Seconds West, a distance of 125.28 feet to a 5/8-inch iron rod found in the easterly right-of-way line of said Haney Road, common with the westerly line of said 348.0163 acres;

THENCE, North 12 Degrees 53 Minutes 18 Seconds West, with said common line, a distance of 251.93 feet to the POINT OF **BEGINNING, CONTAINING** 1.846 acres of land in Harris County, Texas, as shown on Drawing No. 11216 in the office of Jones|Carter in Bellaire, Texas.

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Tract 5:

Harris County MUD 213-A
13.860 Acres

Talcott Patching Survey, A-620

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES & BOUNDS description of a certain 13.860 acre tract of land situated in the Talcott Patching Survey, Abstract No. 620, in Harris County, Texas; said 13.860 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83,

COMMENCING at a found 5/8-inch iron rod found at the northwest corner of a called 106.65 acre tract of land recorded in Clerks File Number 20150041623 of the Harris County Official Public Records of Real Property;

THENCE, South 88 Degrees 34 Minutes 56 Seconds West, a distance of 166.24 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2084.38 feet to a point for corner,

THENCE, North 61 Degrees 19 Minutes 51 Seconds West, a distance of 1342.78 feet to a point for corner,

THENCE, North 47 Degrees 33 Minutes 16 Seconds East, a distance of 651.92 feet to a point for corner,

THENCE, North 26 Degrees 57 Minutes 08 Seconds West, a distance of 832.92 feet to a point for corner;

THENCE, North 76 Degrees 25 Minutes 32 Seconds East, a distance of 133.63 feet to the POINT OF BEGINNING, CONTAINING 13.860 acres of land in Harris County, Texas

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

09/20/18

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com



Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

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Tract 6:

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

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4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

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THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

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Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 9:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

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THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 10:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

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"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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RP-2023-37166

Tract 11:

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

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property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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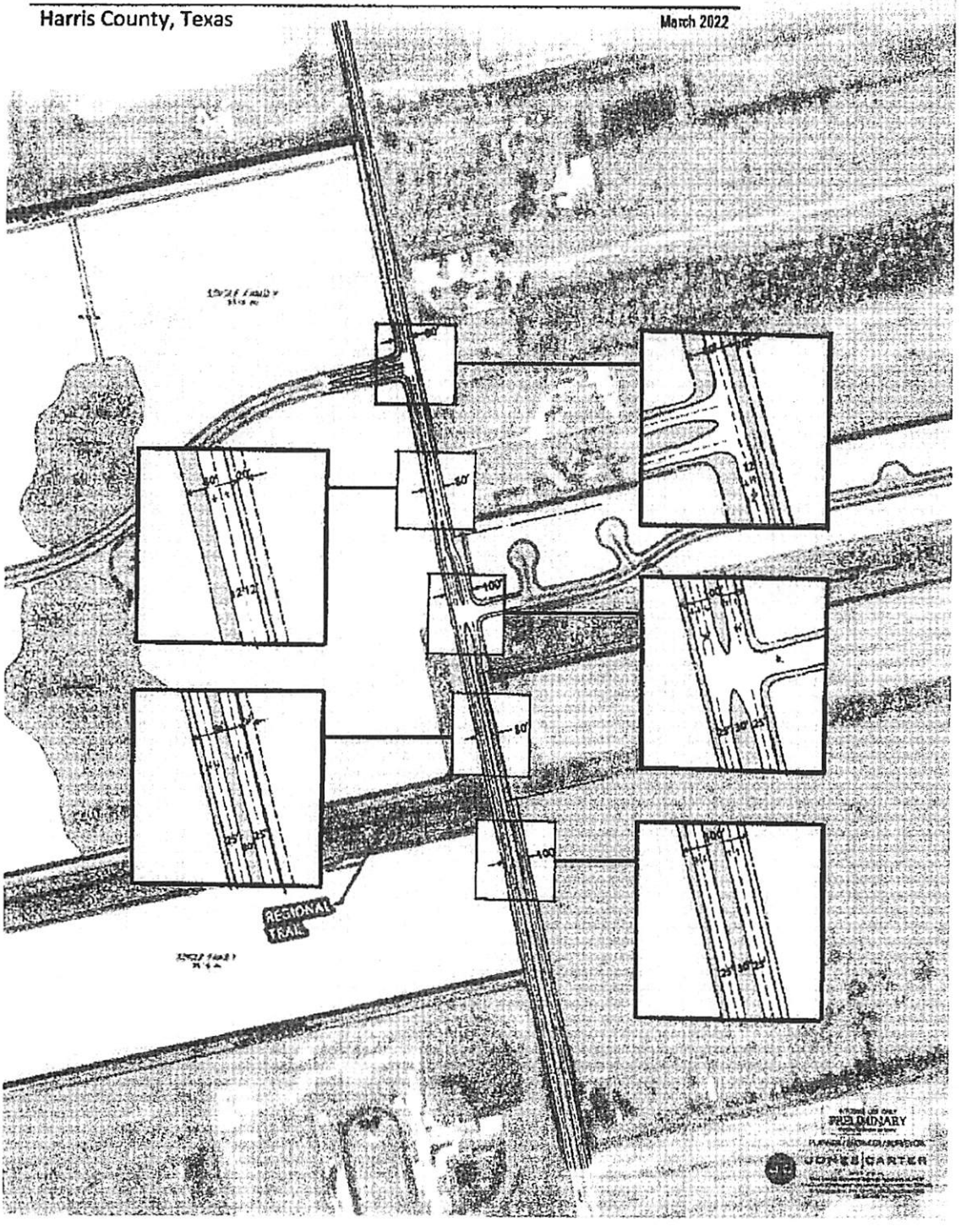
RP-2023-37166

Figure 7 - 1

Brown Chatham Tracts

Harris County, Texas

March 2022

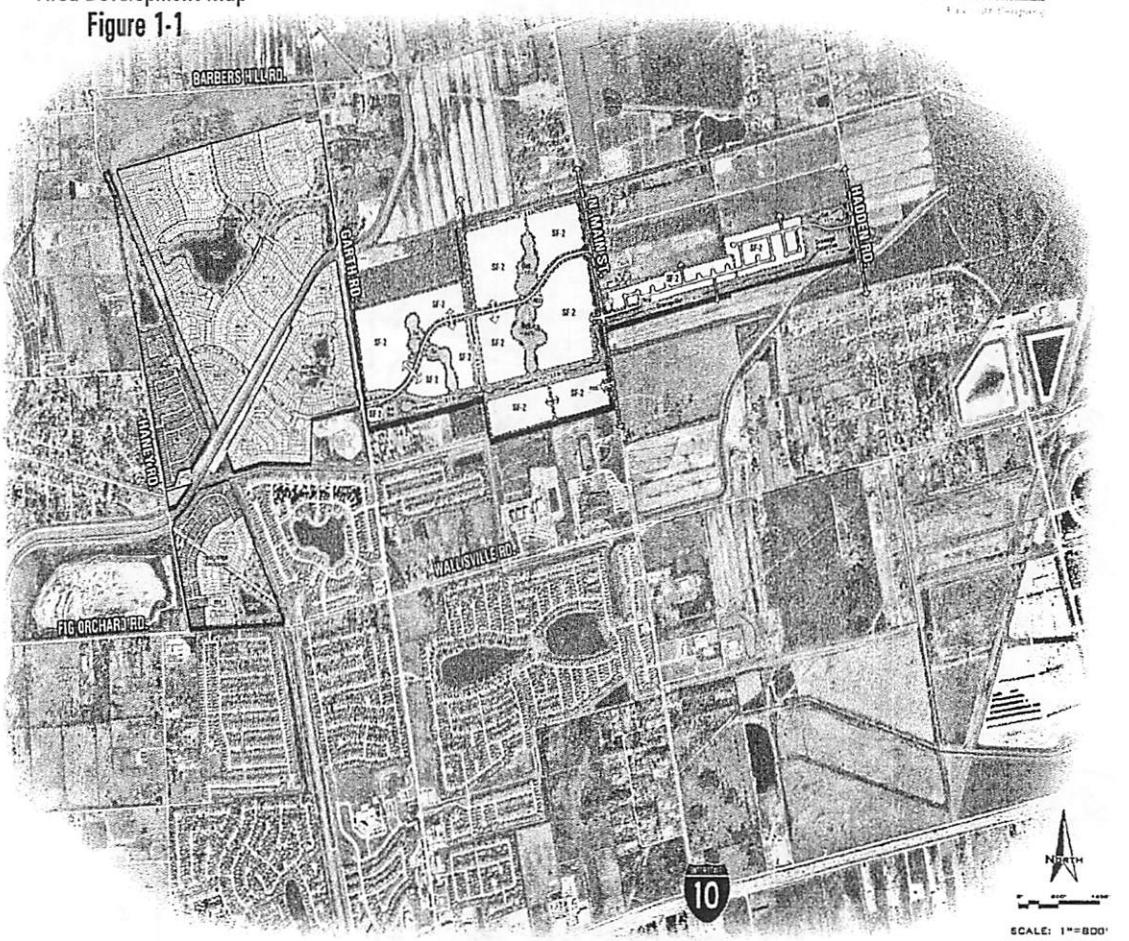


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Baytown Crossings
Area Development Map
Figure 1-1

FRIENDSWOOD DEVELOPMENT COMPANY



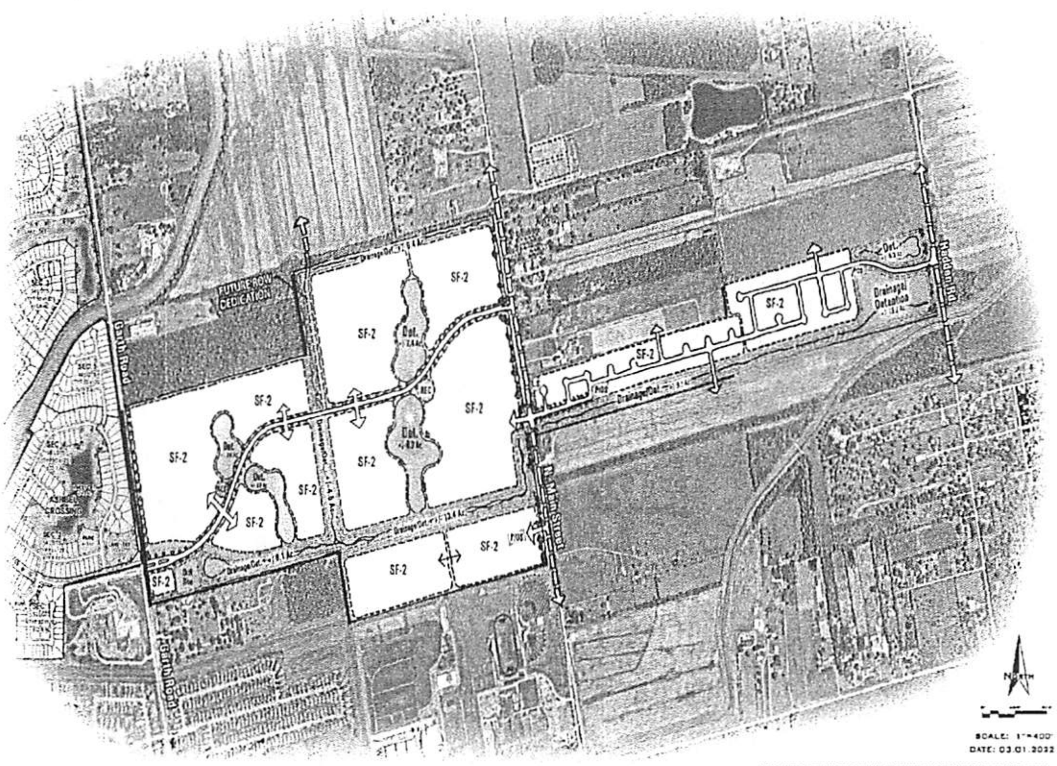
JONES|CARTER

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A Schematic Plan

Baytown Tract

Figure 2-1



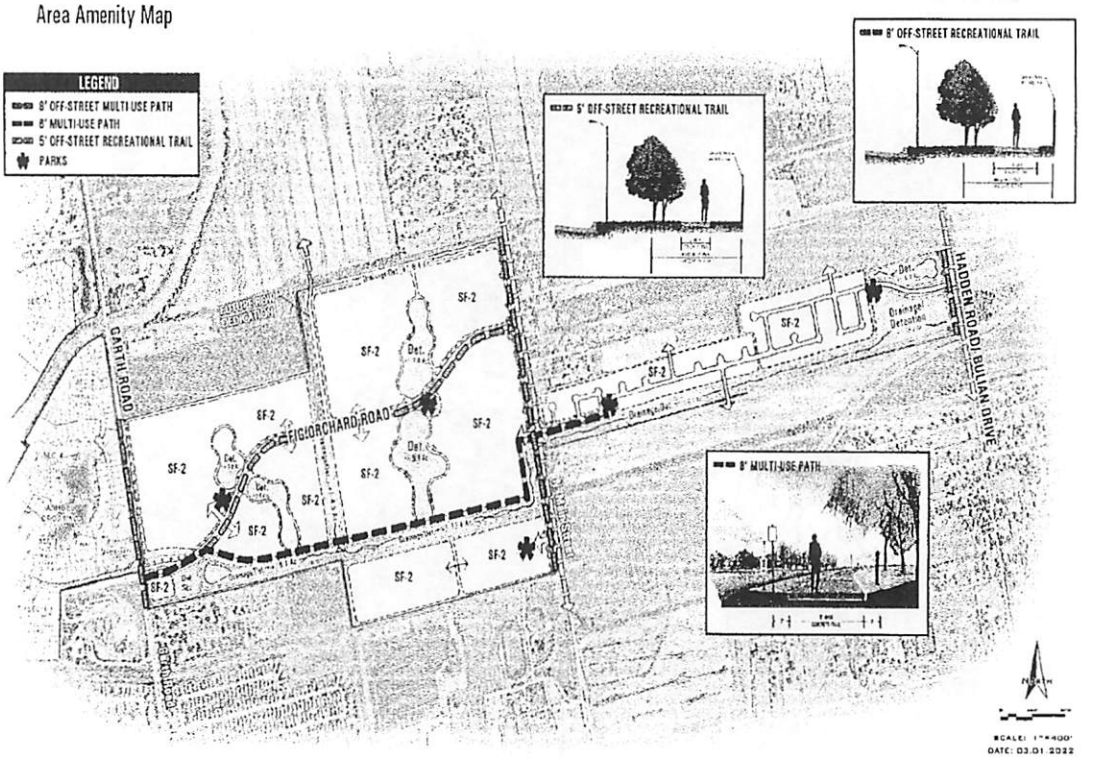
JONES|CARTER

RP-2023-37166

A Schematic Plan

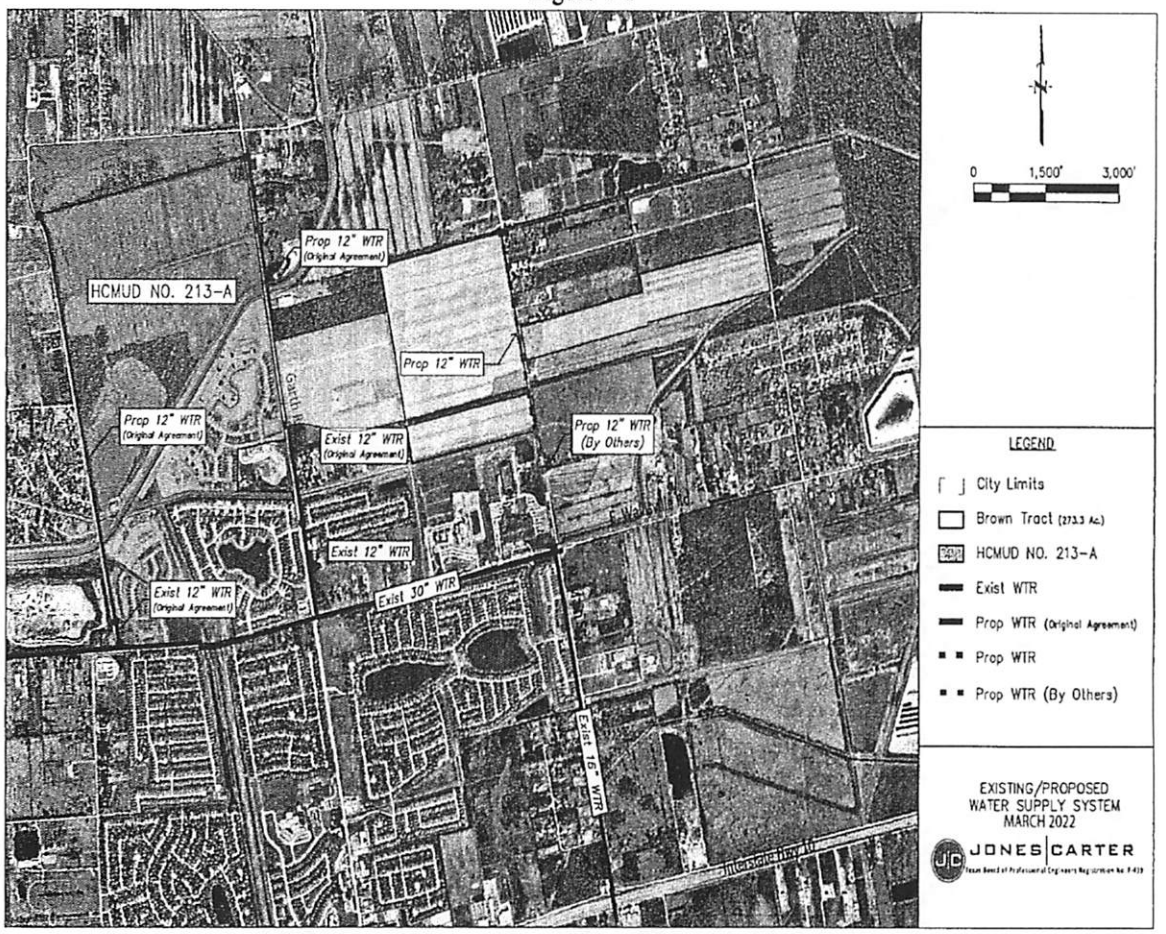
Figure 3-1

Area Amenity Map



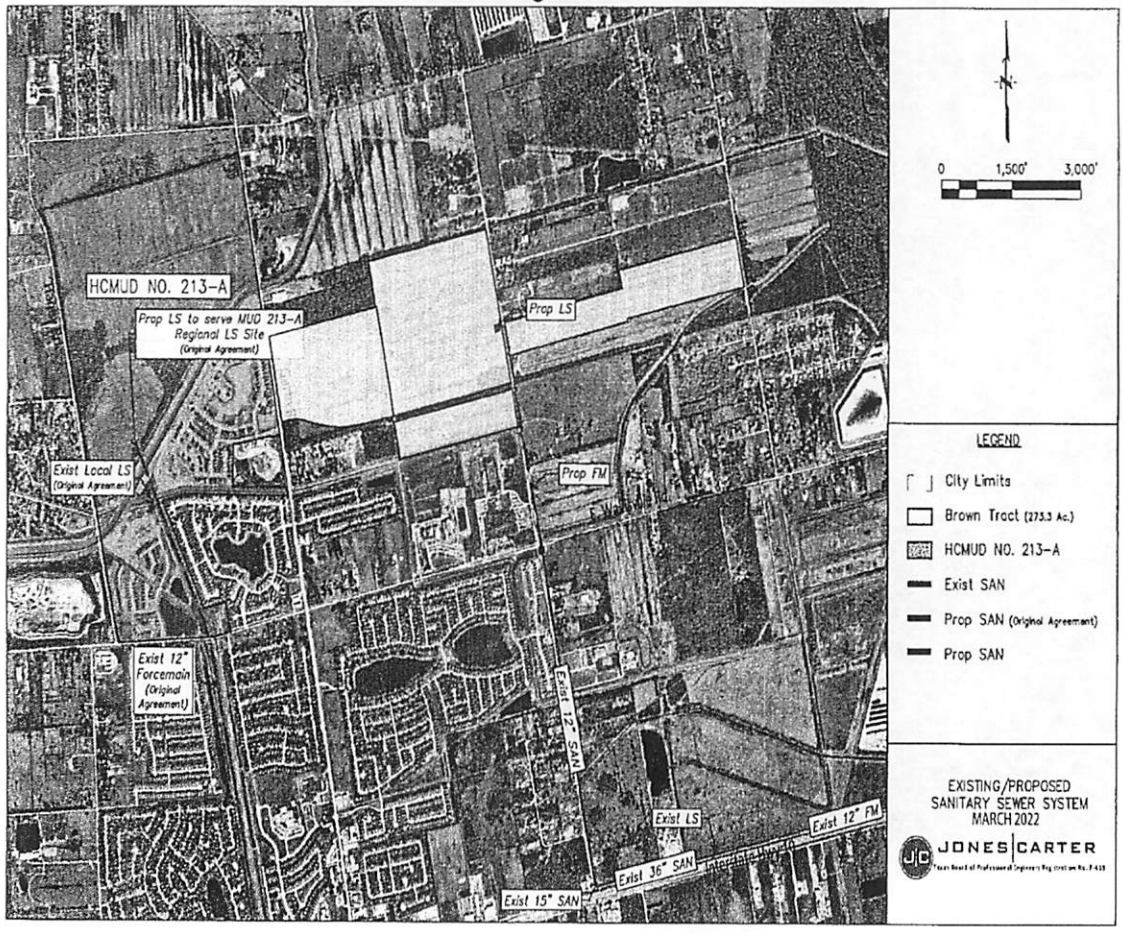
JONES|CARTER

Figure 4-1



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Figure 5-1



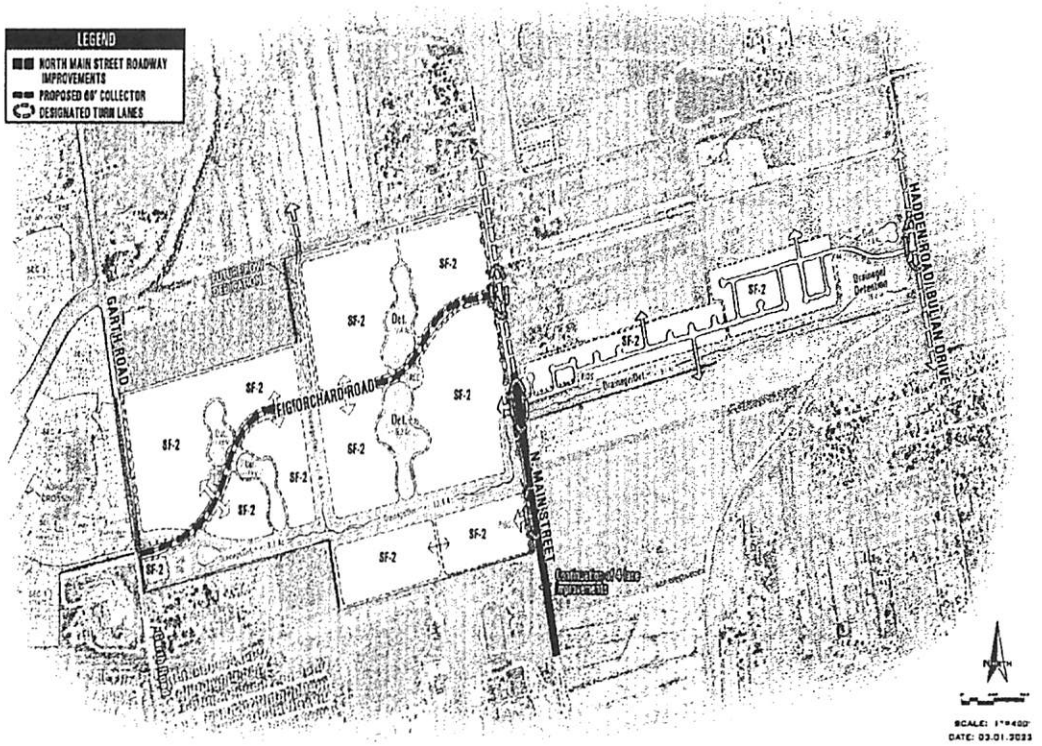
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RP-2023-37166

A Schematic Plan

Figure 6-1

Area Mobility Plan



JONES|CARTER

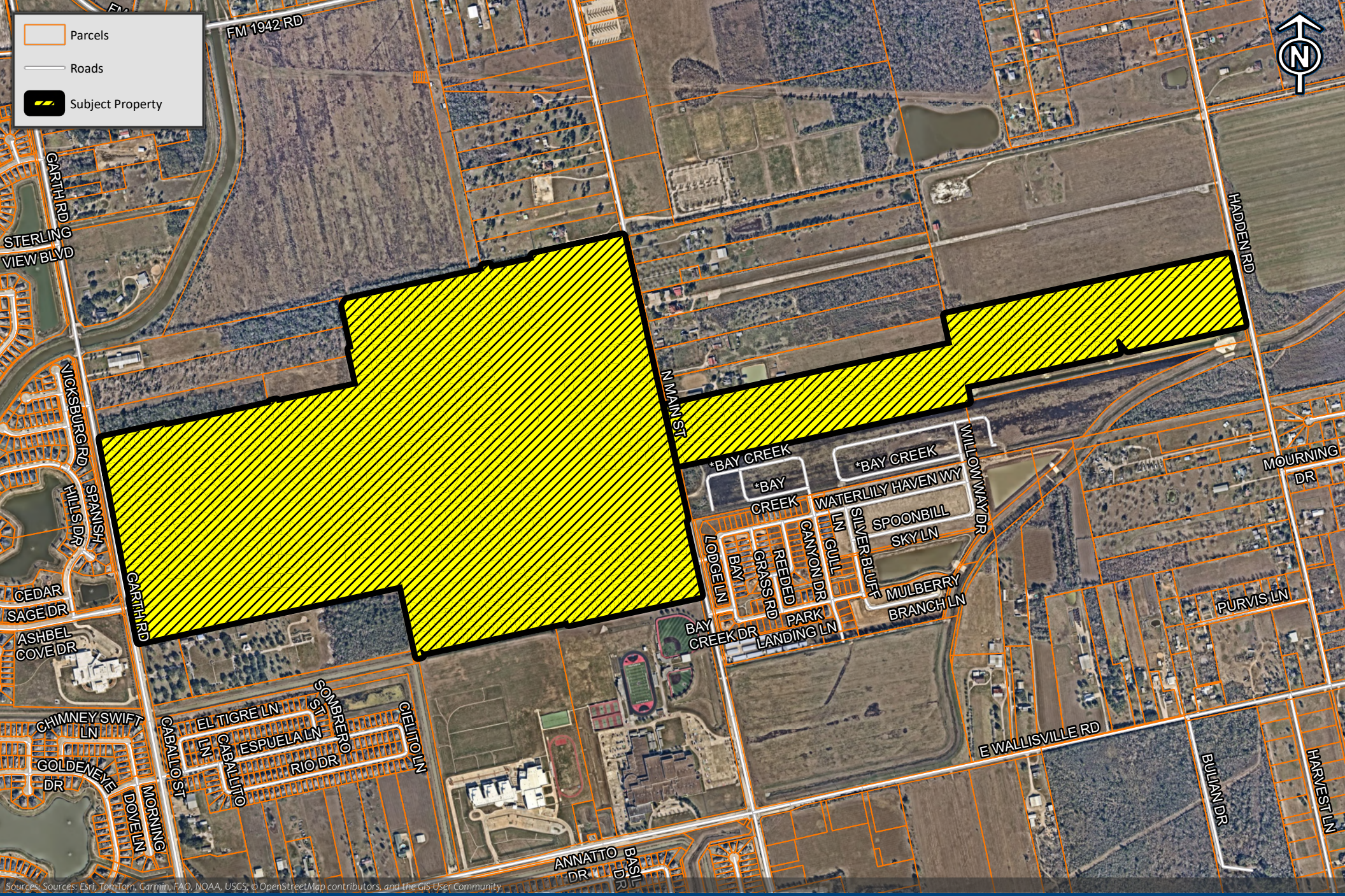
RP-2023-37166
Pages 34
02/02/2023 03:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

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RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS



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

Annexation

Scotts Bend & Pelly Place

Limited Purpose Annexation

Vicinity Map

Approximately 356.99 acres

0 270 550 820 1,100 US Feet

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

Date: 5/27/2026

CITY COUNCIL MEETING 6. a.

Meeting Date: 06/11/2026
Subject: Consider a Resolution for Voluntary Annexation of Approximately 0.998 Acres
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider a resolution granting the petition for the proposed annexation of approximately 0.998 acres of land at 8220 North State Highway 146.

PREFACE

This proposed resolution is the first step in granting the petition for the proposed annexation of approximately 0.998 acres of land situated in the William Bloodgood League, Abstract No. 4, Chambers County, Texas.

Approval of the resolution will direct the preparation of a service plan for the subject area and will allow staff to negotiate and draft a written agreement regarding services for the subject area per the requirements of the annexation law (Loc Gov't Code §43.0672).

Annexation is requested to obtain City services; an application to rezone the property to the General Commercial (GC) Zoning District will run concurrently with this petition for annexation.

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):
There is no fiscal impact associated with this item.

Attachments

Resolution to Grant Annexation
Exhibit A Annexation Petition
Exhibit B Metes and Bounds Description
Exhibit C Vicinity Map

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF GILBREATH & COMPANY FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 0.998 ACRES LOCATED ON THE EAST SIDE OF NORTH STATE HIGHWAY 146 APPROXIMATELY 415 FEET SOUTH OF PINE MEADOWS BOULEVARD, LEGALLY DESCRIBED AS TRACT 110-C-0-1 WILLIAM BLOODGOOD LEAGUE ABSTRACT 4, CHAMBERS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby grants the petition of Gilbreath & Company for the proposed annexation of: approximately 0.998 acres, located on the east side of North State Highway 146 and approximately 415 feet south of Pine Meadows Boulevard, legally described as Tract 110-C-0-1 WM Bloodgood Abstract No. 682, Harris County, Texas. Said petition 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, Texas, hereby authorizes and directs the Planning and Development Services Department to prepare a service plan for the property identified in Section 1 hereof.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 11th day of June 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

City of Baytown

Annexation Petition

State of: TEXAS

County of: CHAMBERS

Come now, Brett Gilbreath, representing Gilbreath & Company, owner(s) of the real property described as follows to wit:

Property: Approximately 0.998 acres, located at 8220 State Highway No. 146 City of Baytown, Chambers County, TX 77523

Property Legal Description: 4 TR 110C-0-1 WM BLOODGOOD

Proposed Development: Minor Auto Repair

I, Brett Gilbreath, representing Gilbreath & Company, owner(s) of the real property described above, request annexation of said property by the City of Baytown.

Signed on this 7th day of April 2026

Applicant Signature

Tyler Hendon

Applicant Name and Title

1800 Southpark Dr, Birmingham AL 35244

Applicant Address

1880 Southpark Dr, Birmingham AL 35244

Applicant Phone Number 205-206-9006

tyler.hendon@expressoil.com

Applicant Email Address

Owner Signature

Brett Gilbreath, President

Owner Name and Title

PO BOX 1264 FRIENDSWOOD TX 77549 12[redacted]

Owner Address

PO BOX 1264 FRIENDSWOOD TX 77549 12[redacted]

Owner Phone Number

281-992-4555 brett@gilbreathandco.com

Owner Email Address

Acknowledgement

State of: TEXAS

County of: CHAMBERS

Before me, Tanya T. Anderson, the undersigned authority, on this day personally appeared Brett Gilbreath, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and, in the capacity, therein stated.

Given under my hand and seal of office on this 7th day of April 2026.

(seal)

TANYA T. ANDERSON NOTARY PUBLIC STATE OF TEXAS ID #12988224-2 EXPIRES 08/07/2026

Tanya T. Anderson
Notary Public

Corporate Acknowledgment

State of: Texas

County of: Galveston

This instrument was acknowledged before me by Brett Gilbreath as

of ,

a corporation and on behalf of said corporation.

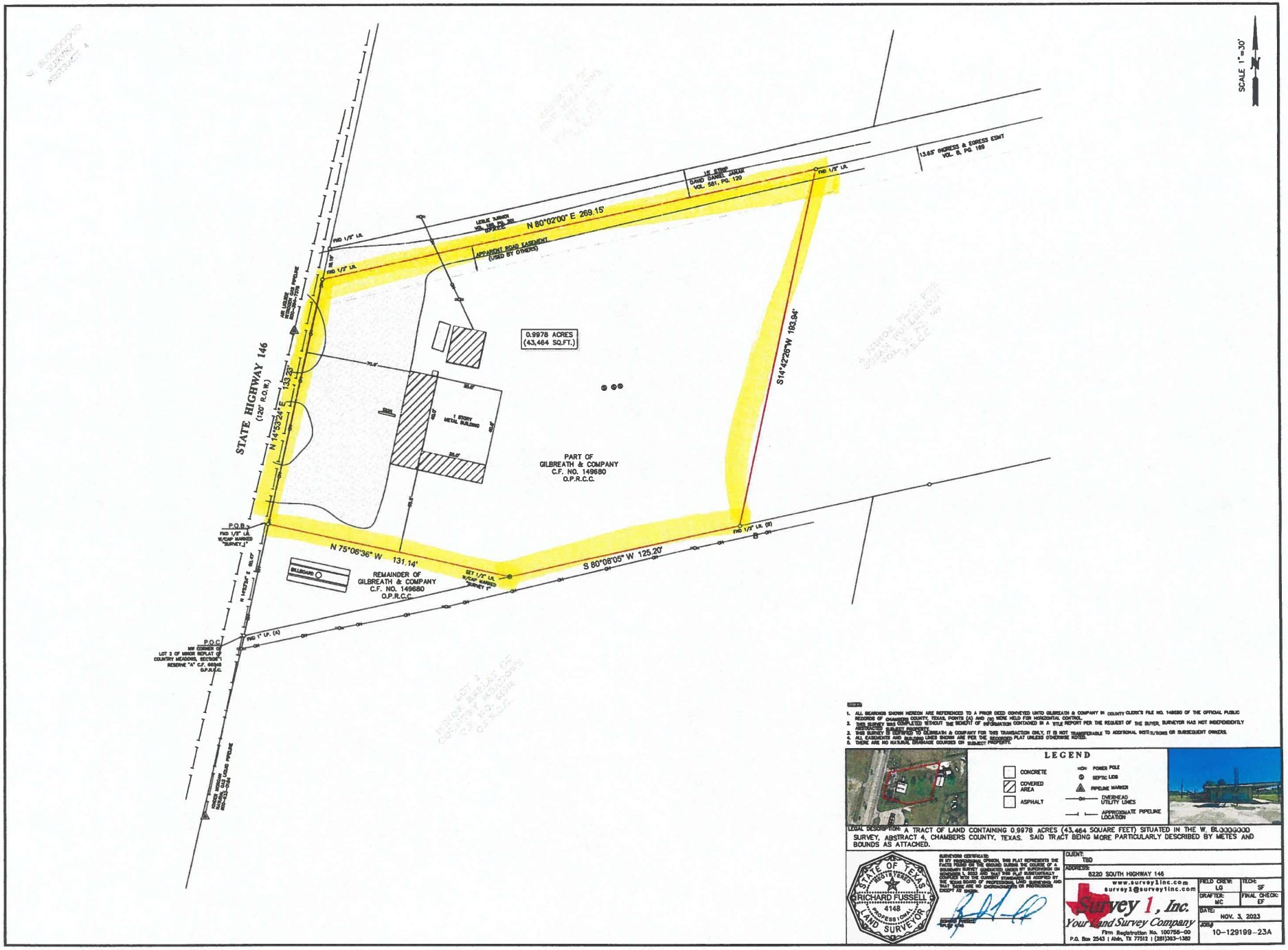
Given under my hand and seal of office on this 7th day of April 2026.

(seal)

TANYA T. ANDERSON NOTARY PUBLIC STATE OF TEXAS ID #12988224-2 EXPIRES 08/07/2026

Tanya T. Anderson
Notary Public

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



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO GILBREATH & COMPANY IN COUNTY CLERK'S FILE NO. 149680 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT PER THE REQUEST OF THE BUYER. SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED SUBJECT PROPERTY.
3. THIS SURVEY IS CERTIFIED TO GILBREATH & COMPANY FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

LEGEND

- CONCRETE
- COVERED AREA
- ASPHALT
- POWER POLE
- SEPTIC LIDS
- PIPELINE MARKER
- OVERHEAD UTILITY LINES
- APPROXIMATE PIPELINE LOCATION

LEGAL DESCRIPTION: A TRACT OF LAND CONTAINING 0.9978 ACRES (43,464 SQUARE FEET) SITUATED IN THE W. BLOOMGOOD SURVEY, ABSTRACT 4, CHAMBERS COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
6148
PROFESSIONAL
LAND SURVEYOR

SURVEYORS CERTIFICATE:
TO MY KNOWLEDGE AND BELIEF, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY PERFORMED UNDER MY SUPERVISION ON DECEMBER 1, 2022 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR

CLIENT: TBD
ADDRESS: 8220 SOUTH HIGHWAY 146

Survey 1, Inc.
Your Land Survey Company
www.survey1inc.com
survey1@survey1inc.com
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW:	TECH:
LG	SF
DRAFTER:	FINAL CHECK:
MC	EF

DATE: NOV. 3, 2023
JOB # 10-129199-23A

BOHLER // EXHIBIT B

2600 Network Boulevard
Suite 310
Frisco, Texas 75034
469 - 458 - 7300

FIELD DESCRIPTION:

BEING A 0.9978 ACRE PARCEL OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 4, CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS, BEING THE REMAINING PORTION OF A 1.088 ACRE TRACT OF LAND CONVEYED TO GILBREATH & COMPANY BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2020-149680, DEED RECORDS, CHAMBERS COUNTY, TEXAS (D.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1" ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 146, A 120-FOOT PUBLIC RIGHT-OF-WAY, BEING THE NORTHWEST CORNER OF A LEASE AGREEMENT BETWEEN JSCJ MANU DIST. INC. (LESSOR) AND GILBREATH & COMPANY (LEASEE), RECORDED IN INSTRUMENT NO. 2012-76724, D.R.C.C.T.

THENCE NORTH 12 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 146, A DISTANCE OF 133.23 FEET TO A POINT FOR CORNER, FROM WHICH A FOUND 1/2-INCH IRON ROD FOR REFERENCE BEARS SOUTH 48 DEGREES 06 MINUTES 44 SECONDS EAST, A DISTANCE OF 0.60 FEET, BEING THE SOUTHWEST CORNER OF A 20-FOOT UTILITY EASEMENT, RECORDED IN INSTRUMENT NO. 2003-8749, D.R.C.C.T., BEING THE SOUTHWEST CORNER OF A 15-FOOT NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME 581, PAGE 120, D.R.C.C.T., AND BEING THE NORTHWEST CORNER OF A 13.65-FOOT INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME B, PAGE 169, D.R.C.C.T.;

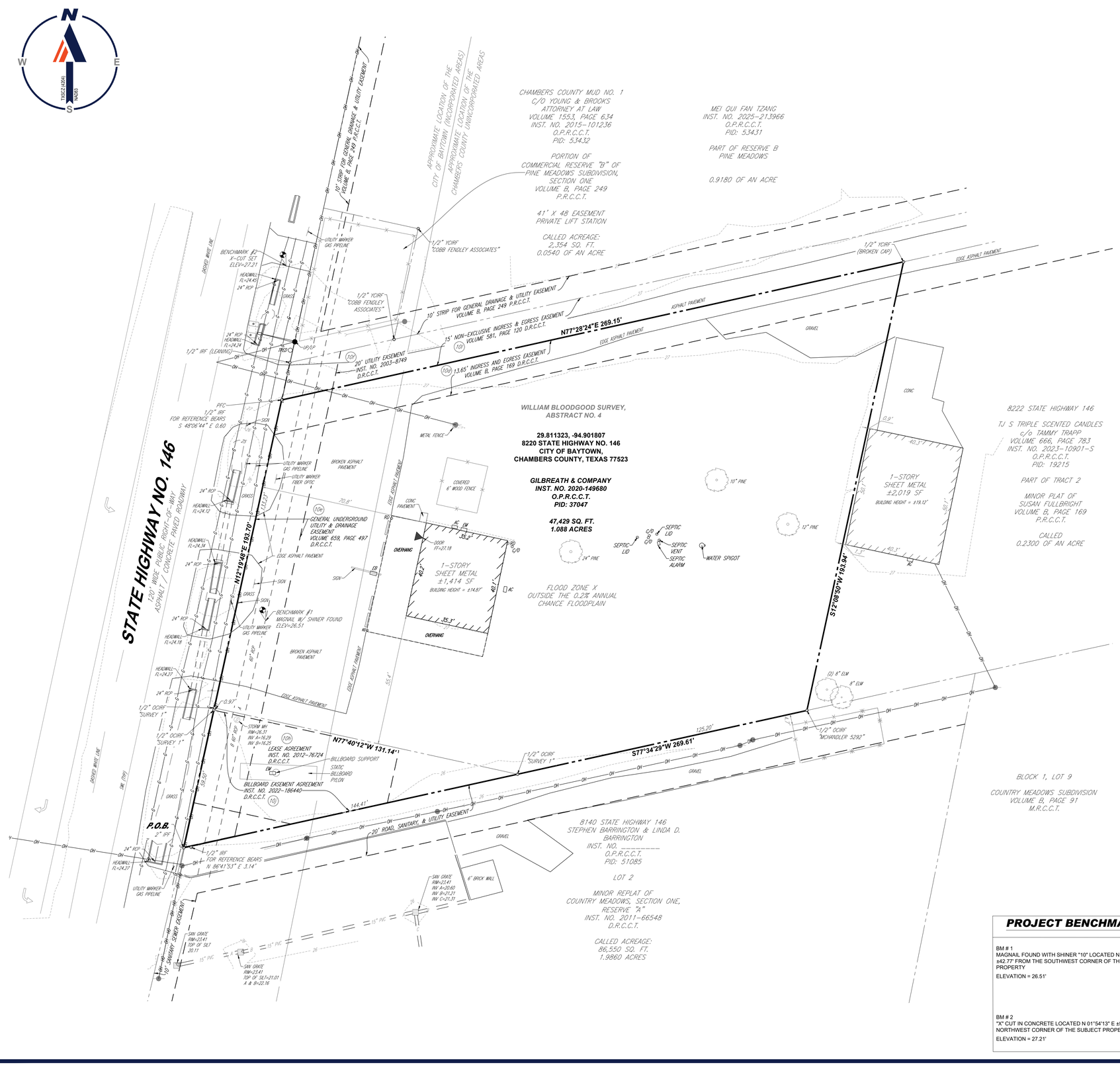
THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 77 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE COMMON LINE OF SAID INGRESS/EGRESS EASEMENTS, A DISTANCE OF 269.15 FEET TO A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD (BROKEN CAP), BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO TAMMY TRAPP, RECORDED IN INSTRUMENT NO. 2023-10901-S, OFFICIAL PUBLIC RECORDS, CHAMBERS COUNTY, TEXAS;

THENCE SOUTH 12 DEGREES 08 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID TRAPP PARCEL, A DISTANCE OF 193.94 FEET TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", BEING ON THE NORTH LINE OF SAID LOT 2;

THENCE SOUTH 77 DEGREES 34 MINUTES 29 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", AT DISTANCE OF 125.20 FEET, BEING THE EAST CORNER OF SAID LEASE AGREEMENT;

THENCE NORTH 77 DEGREES 40 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID LEASE AGREEMENT, A DISTANCE OF 131.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,464 SQUARE FEET OR 0.9978 OF AN ACRE OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, AND DOES REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.





SITE LOCATION MAP

SCALE: 1" = 1000'

SOURCE: AUTODESK GEOLOCATION MAP

LEGEND

- APPROX LOC UNDERGROUND GAS LINE PER UTILITY MARKOUT
- APPROX LOC UNDERGROUND SEWER LINE PER UTILITY MARKOUT
- APPROX LOC UNDERGROUND STORM SEWER LINE PER UTILITY MARKOUT
- FENCE
- TREE (SIZE AS NOTED)
- AIR CONDITIONER
- ELECTRIC BOX
- ELECTRIC METER
- FINISHED FLOOR
- GRATE INLET
- GUY WIRE
- MAIL BOX
- PAINTED ARROWS
- ROOF DRAIN
- SANITARY CLEANOUT
- SEPTIC ACCESS
- SIGN
- STREET LIGHT
- STORM DRAIN CLEANOUT
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TITLE REPORT EXCEPTION
- UTILITY POLE
- WHEEL STOP
- EXISTING CONTOUR
- BENCHMARK
- IRON PIN FOUND
- IRF — IRON ROD FOUND
- PFC — POINT FOR CORNER
- OCIRF — ORANGE CAPPED IRON ROD FOUND
- YCIRF — YELLOW CAPPED IRON ROD FOUND
- IPF — IRON PIPE FOUND
- P.O.B. — POINT OF BEGINNING

PROJECT BENCHMARKS

BM # 1
MAGNAIL FOUND WITH SHINER "10" LOCATED N 30°32'49" E ±42.77' FROM THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY
ELEVATION = 26.51'

BM # 2
"X" CUT IN CONCRETE LOCATED N 01°54'13" E ±56.82 NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 27.21'

TO ALAMO TITLE COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; BRAKES PLUS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; EXPRESS OIL CHANGE, L.L.C.; & GILBREATH & COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 01-21-2026.

DAVID A. MINTON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6233
01/22/2026

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO; USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE BOHLER LOGO, DESIGN AND CONTENT OF THESE PLANS ARE PROPRIETARY AND SHALL NOT BE LOANED OR USED FOR ANY PURPOSE, WITHOUT THE EXPRESS AUTHORIZATION FROM BOHLER. ONLY APPROVED, SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.
© BOHLER

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

PROJECT No.:	TXA250233.00
DRAWN BY:	~ Dr ~
CHECKED BY:	~ DAM ~
DATE:	01/21/2026
CAD I.D.:	S-ALTA-SURV
FIELD DATE:	01/13/2026
CREW CHIEF:	~ DHBA ~
APPROVED:	~ DAM ~

TEXAS
YOU MUST CALL 811 BEFORE ANY EXCAVATION
WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
1-800-344-8377
www.texas811.org

PROJECT:

ALTA/NSPS LAND TITLE SURVEY

FOR

EXPRESS OIL CHANGE
TIRE ENGINEERS

29.811323, -94.901807
8220 STATE HIGHWAY NO. 146
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS 77523

BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPELS #10194942

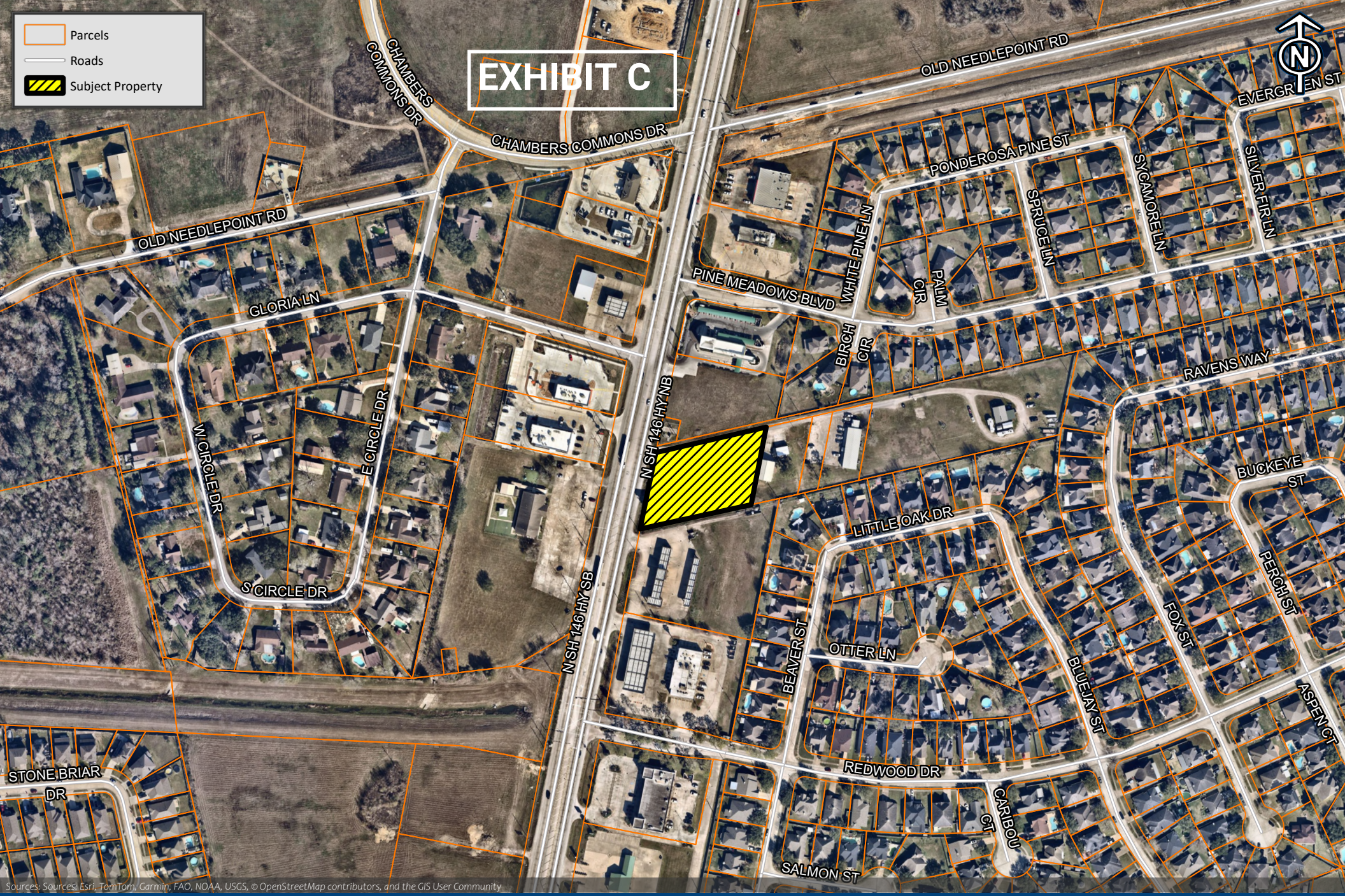
20 10 5 0 20
SCALE: 1" = 20'

- PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SHEET NUMBER: 1 OF 2

ORG. DATE - 01/21/2026

H:\2025\TXA250233.00\SURVEY\CAD\DRAWINGS\S-ALTA-SURV-TXA250233.00.----LAYOUT: 1
DR



Annexation

8220 North State Highway 146

Approximately 0.998 acres

CCAD# 37047

0 75 150 220 300 US Feet

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

Date: 4/22/2026

CITY COUNCIL MEETING 7. a.

Meeting Date: 06/11/2026
Subject: Receive the City of Baytown Single Audit for the fiscal year ending September 30, 2025
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM

Receive the City of Baytown Single Audit for the fiscal year ending September 30, 2025.

PREFACE

This item allows the Council to receive the City of Baytown Single Audit for the fiscal year ending September 30, 2025.

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

FY25 Single Audit Report

City of Baytown, Texas

Compliance Report
For the Fiscal Year Ended September 30, 2025

weaver
Assurance • Tax • Advisory

City of Baytown, Texas
Compliance Report
For the Fiscal Year Ended September 30, 2025
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1800 Hughes Landing Blvd, Suite 500
The Woodlands, Texas 77380
713-800-1060

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor
and City Council
City of Baytown, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Baytown, Texas (the City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 26, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City'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.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Weaver and Tidwell, L.L.P.

The City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

The Woodlands, Texas
March 26, 2026

1800 Hughes Landing Blvd, Suite 500
The Woodlands, Texas 77380
713-800-1060

Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To the Honorable Mayor
and City Council
City of Baytown, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Baytown, Texas (the City)'s compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2025. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. 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 GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Baytown, Texas as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon, dated March 26, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

The Woodlands, Texas
June 3, 2026

City of Baytown, Texas

Notes to the Schedule of Expenditures of Federal Awards

Federal Grantor/ Pass-Through Grantor/ Program Title	Assistance Listing Number	Grant/Contract Number	Expenditures
U.S. DEPARTMENT OF JUSTICE			
Direct Award:			
Justice Assistance Grant Program	16.738	15PBJA-24-GG-04670	$ 20,300
TOTAL U.S. DEPARTMENT OF JUSTICE			20,300
U.S. DEPARTMENT OF TREASURY			
Direct Award:			
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	3,945,135
TOTAL U.S. DEPARTMENT OF TREASURY			3,945,135
OFFICE OF NATIONAL DRUG CONTROL POLICY			
Direct Award:			
High Intensity Drug Trafficking Area Program	95.001	G23HN0005A	566,188
High Intensity Drug Trafficking Area Program	95.001	G24HN0005A	1,247,323
Total assistance listing number 95.001			1,813,511
TOTAL OFFICE OF NATIONAL DRUG CONTROL POLICY			1,813,511
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Passed through Texas General Land Office:			
EDW WTP Phase 1 Rehabilitation Project	14.228	D2017-040 (19-147-002-B490)	2,082,771
W. Texas Avenue Drainage Improvement (MIT)	14.228	22-082-020-D258	1,624,302
EDW WTP Rehabilitation Project Phase II (CDBG-MIT)	14.228	22-085-012-D240	5,964,383
Local Hazard Mitigation CDBG MIT	14.228	22-130-044-E437	74,870
Total assistance listing number 14.228			9,746,326
Direct Award:			
CDBG Entitlement Grants Cluster:			
Community Development Block Grant	14.218	B24-MC-48-0033	438,023
Total CDBG Entitlement Grants Cluster			438,023
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			10,184,349
U.S. DEPARTMENT OF HOMELAND SECURITY			
Passed through Homeland Security Grants Division:			
BFD: Sustain SC-TRT-Rescue	97.067	4900601	126,021
BFD: Sustain SC-TRT-Rescue	97.067	4901502	104,200
Total assistance listing number 97.067			230,221
Passed through Texas Department of Public Safety:			
2022 Port Security Grant Program	97.056	EMW-2022-PU-00125	30,920
2023 Port Security Grant Program	97.056	EMW-2023-PU-00359	170,013
Total assistance listing number 97.056			200,933
Passed through Texas Department of Emergency Management:			
EOC Expansion and Upgrades	97.052	2024 EO-05013	13,461
Disaster Grants - Public Assistance (Hurricane Beryl)	97.036	DR-4798	2,423,110
Passed through Texas Water Development Board:			
Flood Mitigation Assistance Program: Home Elevation Projects	97.029	EMT-2022-FM-001-0016	11,480
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			2,879,205
U.S. DEPARTMENT OF TRANSPORTATION			
Passed through Texas Department of Transportation:			
STEP - Click It or Ticket Mobilization	20.616	N/A	8,508
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			8,508
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 18,851,008

The Notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

City of Baytown, Texas

Notes to the Schedule of Expenditures of Federal Awards

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Baytown, Texas (the City) under programs of the federal government for the year ended September 30, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3. Indirect Cost Rate

The City has elected to use the 15% de minimis indirect cost rate as allowed in the Uniform Guidance, section 414.

Note 4. Relationship to Federal Financial Reports

Grant expenditure reports which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

Note 5. Expenditures from a Prior Fiscal Year

The $2,423,110 of expenditures reported under assistance listing number #97.036 were incurred in the prior fiscal year.

City of Baytown, Texas
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2025

Section 1. Summary of Auditor's Results

Financial Statements

1.	Type of auditor's report issued	Unmodified
2.	Internal control over financial reporting:	
	a. Material weakness(es) identified?	Yes, 2025-001
	b. Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
3.	Noncompliance material to financial statements noted?	No

Federal Awards

4.	Internal control over major programs:	
	a. Material weakness(es) identified?	No
	b. Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
5.	Type of auditor's report issued on compliance with major programs	Unmodified
6.	Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
7.	Identification of major programs: 21.027 – COVID 19 Coronavirus State and Local Fiscal Recovery Funds 95.001 – High Intensity Drug Trafficking Area Program 97.036 – Disaster Grants – Public Assistance (Hurricane Beryl)	
8.	Dollar threshold used to distinguish between Type A and Type B federal programs	$1,000,000
9.	Auditee qualified as a low-risk auditee?	No

Section 2. Financial Statement Findings

2025-001 (Recurring)
Material Weakness in Internal Control over Financial Reporting: Account Reconciliation

Criteria
Management is responsible for the accuracy and completeness of financial records and for establishing and maintaining effective control over financial reporting. The existence of material misstatements in the entity's financial statements is an indication of a material weakness.

Condition
Significant accounts included in the balance sheets, statement of revenues, expenditures and changes in fund balance, and statement of revenues, expenses, and changes in net position were not properly reconciled as of year-end resulting in material errors.

Cause
Because these errors were not detected prior to the information being provided for audit, there is an indication that closing procedures, specifically the monitoring and review of financial information, are not being effectively performed.

Effect
The balance sheet, statement of revenues, expenditures and changes in fund balance, and the statement of revenues, expenses, and changes in net position were materially misstated resulting in correcting entries during the audit.

Recommendation
We recommend the City establish effective monitoring and closing policies and procedures as a customary part of the accounting process, including a requirement that all balance sheet accounts be reconciled to supporting statements and schedules.

Views of Responsible Officials and Planned Corrective Actions
See Corrective Action Plan.

Section 3. Federal Award Findings and Questioned Costs

None reported.

City of Baytown, Texas

Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended September 30, 2025

2024-001
Material Weakness in Internal Control over Financial Reporting: Account Reconciliation

Responsible Party
Chief Financial Officer
Assistant Director of Finance

Corrective Action Plan
The City will implement a standardized checklist for monthly and year-end closing procedures. It will serve as a control to ensure all transactions are timely and accurately recorded in the general ledger. This measure aims to enhance the reliability and completeness of the financial statements.

Status
Open, see current year finding 2025-001.

CITY OF BAYTOWN

FINANCE

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6535 • (281) 781-2477 Fax

Corrective Action Plan

2025-001 Material Weakness in Internal Control over Financial Reporting: Account Reconciliation

Corrective Action Plan:
The City will implement additional controls to ensure the effectiveness of the monthly checklist and yearend closing procedures. Any discrepancies or incomplete items will be promptly addressed and resolved after supervisory review.

In addition, staff will perform detailed reviews of underlying transactions as part of the close process, including an in-depth review of supporting documentation to verify accuracy, proper coding, and completeness. This will help ensure that entries recorded in the general ledger are supported, accurate, and in compliance with applicable policies.

The City will also conduct a mid-year audit exercise to help ensure that financial records are accurate, complete, and properly prepared in advance of the year-end audit. Additionally, training will be provided to staff to promote consistent application and understanding of their roles and responsibilities.

These enhancements will strengthen internal controls, improve accountability, and further ensure that all transactions are recorded timely and accurately in the general ledger, thereby increasing the reliability and completeness of the City's financial statements.

Person(s) Responsible:
Chief Financial Officer
Assistant Director of Finance

Anticipated Completion Date:
Anticipated date of completion on or before September 30, 2026.

Teresa McKenzie, Director of Finance

CITY COUNCIL MEETING 8. a.

Meeting Date: 06/11/2026

Subject: Consider an ordinance approving Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services

Prepared for: Brant Gary, Administration **Prepared by:** Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider an ordinance approving Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

PREFACE

Consider an ordinance approving Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

Fiscal Impact

Fiscal Year: 2026

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N: y

Amount Needed: 62,500

Fiscal Impact (Additional Information):

Attachments

Ordinance - Interlocal Agreement for Transit

Exhibit A - 19Am Transit ILA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 19 TO THE INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR PUBLIC TRANSPORTATION SERVICES IN THE CITY OF BAYTOWN; AUTHORIZING PAYMENT TO HARRIS COUNTY IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND, FIVE-HUNDRED DOLLARS ($62,500.00); 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, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown. A copy of said amendment 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 Harris County in an amount not to exceed SIXTY-TWO THOUSAND, FIVE-HUNDRED DOLLARS ($62,500.00) for public transportation services in accordance with the amendment 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 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

AMENDMENT NO. 19 TO INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES IN CITY OF BAYTOWN

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Nineteenth Amendment is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, and the City of Baytown ("Baytown"), a home-rule city under the laws of the State of Texas. The County and Baytown are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On or about July 8, 2008, the County and Baytown entered into an agreement regarding the provision of fixed route bus services in Baytown for a term of one year (the "Master Agreement").

On or about June 23, 2009, the Parties entered into Amendment No. 1 to the Master Agreement to provide for continuation of the fixed route bus service for an additional year.

On or about September 29, 2009, the Parties entered into Amendment No. 2 to the Master Agreement to provide for a third fixed route under the Agreement and to provide funding for such third route.

On or about June 22, 2010, the Parties entered into Amendment No. 3 to the Master Agreement to extend the term of the Master Agreement through July 8, 2011, provide for funding during such extension, and to provide for trash removal for shelters by Baytown beginning in the third year of the Agreement.

On or about June 21, 2011, the Parties entered into Amendment No. 4 to the Master Agreement to extend the term of the Master Agreement through July 8, 2012 and to provide for funding during such extension.

On or about September 25, 2012, the Parties entered into Amendment No. 5 to the Master Agreement to extend the term of the Master Agreement through July 8, 2013 and to provide for funding during such extension.

On or about July 9, 2013 the Parties entered into Amendment No. 6 to the Master Agreement to extend the term of the Master Agreement through July 8, 2014 and to provide for funding during such extension.

On or about July 22, 2014, the Parties entered into Amendment No. 7 to the Master Agreement to extend the term of the Master Agreement through July 8, 2015 and to provide for funding during such extension.

On or about June 23, 2015, the Parties entered into Amendment No. 8 to the Master Agreement to extend the term of the Master Agreement through July 8, 2016 and to provide for funding during such extension.

On or about June 28, 2016, the Parties entered into Amendment No. 9 to the Master Agreement to extend the term of the Master Agreement through July 8, 2017 and to provide for funding during such extension.

On or about June 27, 2017, the Parties entered into Amendment No. 10 to the Master Agreement to extend the term of the Master Agreement through July 8, 2018 and to provide for funding during such extension.

On or about June 26, 2018, the Parties entered into Amendment No. 11 to the Master Agreement to extend the term of the Master Agreement through July 8, 2019 and to provide for funding during such extension.

On or about June 26, 2019, the Parties entered into Amendment No. 12 to the Master Agreement to extend the term of the Master Agreement through July 8, 2020 and to provide for funding during such extension.

On or about June 30, 2020, the Parties entered into Amendment No. 13 to the Master Agreement to extend the term of the Master Agreement through July 8, 2021 and to provide for funding during such extension.

On or about June 29, 2021, the Parties entered into Amendment No. 14 to the Master Agreement to extend the term of the Master Agreement through July 8, 2022 and to provide for funding during such extension.

On or about July 19,_2022, the Parties entered into Amendment No. 15 to the Master Agreement to extend the term of the Master Agreement through July 8, 2023 and to provide for funding during such extension.

On or about July 18, 2023, the Parties entered into Amendment No. 16 to the Master Agreement to extend the term of the Master Agreement through July 8, 2024 and to provide for funding during such extension.

Or or about October 8, 2024, the Parties entered into Amendment No.17 to the Master Agreement to extend the term of the Master Agreement through July 8, 2025.

On or about September 18, 2025, the Parties entered into Amendment No. 18 to the Master Agreement to extend the term of the Master Agreement through July 8, 2026.

The parties now desire to amend the Master Agreement for the nineteenth time ("Nineteenth Amendment") to extend the term of the Master Agreement through September 30, 2026 and to provide for funding during such extension to provide public transportation services, including but not limited to fixed route bus services.

For and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, it is agreed as follows:

Terms

I.

Section 2.4 of the Master Agreement, reading:

> 2.4 The City of Baytown will provide all required Local Operating Funds for the cost of the service during the term of this Agreement, up to a maximum of $2,155,791.06 Baytown shall send $75,000.00 to the County for use in paying its obligations to provide Local Operating Funds within 15 days of the effective date of this agreement. Baytown shall send an additional $75,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2009. Baytown shall send an additional $23,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before October 15, 2009. Baytown shall send an additional $95,371.06 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2010. Baytown shall send an additional $123,140 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2011. Baytown shall send an additional $210,436.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2012. Baytown shall send an additional $210,436.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2013. Baytown shall send an additional $226,555.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2014. Baytown shall send an additional $208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2015. Baytown shall send an additional $208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2016. Baytown shall send an additional $208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2017. Baytown shall send an additional $240,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2018. Baytown shall send an additional $250,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2019. Baytown shall send an additional $250,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2020. Baytown shall send an additional $250,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2021. Baytown shall send an additional

$280,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2022. Baytown shall send an additional $370,000.00 for use in paying its obligations to provide Local Operating Funds on or before July 15, 2023. Baytown shall send an additional $410,000.00 for use in paying its obligations to provide Local Operating Funds on or before July 15, 2024. Baytown shall send an additional $400,000.00 for use in paying its obligations to provide Local Operating Funds on or before July 15, 2025. The funds will be maintained in a special reserve account.

Beginning on July 15, 2010, Baytown shall provide trash pick-up at the bus shelters serving the routes under this Agreement. Baytown shall be responsible for emptying trash cans and cleaning the area around each shelter at least once per week through use of one or more employees. During each one year period, beginning July 15, 2010, Harris County will reimburse Baytown, in accordance with this paragraph, up to $15,666.00, to the extent such funds are available for use from Grant funds and from funds received from Baytown and or others as contributions towards Local Operation Funds. Within thirty (30) days of receipt of a detailed statement and supporting documentation as required herein, the County shall reimburse Baytown the Reimbursable Cost, as defined below, for such services, subject to the above limitation. At the close of each month in which services are provided, but not later than the fifth (5^{th}) working day following such month, Baytown shall provide Harris County with a detailed statement in a form reasonably acceptable to the Harris County Auditor of the Reimbursable Cost incurred in providing such services during the previous month, including supporting documentation, which documentation may include, but not limited to invoices, and detailed payroll records. The detailed statement shall be certified in writing to be true and correct. "Reimbursable Cost," as used in this paragraph, means salaries and wages paid for time actually worked and employer contributions for F.I.C.A. and Workers Compensation, and shall not include sick leave, vacations, holidays, retirement, or other insurance or employee benefits, similar or dissimilar.

is amended to read:

2.4 Baytown will provide all required Local Operating Funds for the cost of the service during the term of this Agreement. Baytown shall send an additional $62,500.00 to the County for use in paying its obligations to provide Local Operating Funds within 15 days of the effective date of this agreement. The funds will be maintained in a special reserve account.

Beginning on July 15, 2010, Baytown shall provide trash pick-up at the bus shelters serving the routes under this Agreement. Baytown shall be responsible for emptying trash cans and cleaning the area around each shelter at least once per week through use of one or more employees. During each one year period, beginning July 15, 2010, Harris County will reimburse Baytown, in accordance with this paragraph, up to $15,666.00, to the extent such funds are available for use from Grant funds and from funds received from Baytown and or others as contributions

towards Local Operation Funds. Within thirty (30) days of receipt of a detailed statement and supporting documentation as required herein, the County shall reimburse Baytown the Reimbursable Cost, as defined below, for such services, subject to the above limitation. At the close of each month in which services are provided, but not later than the fifth (5^{th}) working day following such month, Baytown shall provide Harris County with a detailed statement in a form reasonably acceptable to the Harris County Auditor of the Reimbursable Cost incurred in providing such services during the previous month, including supporting documentation, which documentation may include, but not limited to invoices, and detailed payroll records. The detailed statement shall be certified in writing to be true and correct. "Reimbursable Cost," as used in this paragraph, means salaries and wages paid for time actually worked and employer contributions for F.I.C.A. and Workers Compensation, and shall not include sick leave, vacations, holidays, retirement, or other insurance or employee benefits, similar or dissimilar.

II.

Article 6 of the Master Agreement, reading:

> Unless terminated sooner as set forth above, the term of this Agreement shall begin on July 8, 2008 and terminate at the end of the day on July 8, 2025. Any funds provided by the City remaining at the expiration of this Agreement shall be refunded to the City within thirty (30) days of such expiration.

is amended to read:

> Unless terminated sooner as set forth above, the term of this Agreement shall begin on July 8, 2008 and terminate at the end of the day on September 30, 2026. Any funds provided by Baytown remaining at the expiration of this Agreement shall be refunded to Baytown within thirty (30) days of such expiration.

III.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or the terms and provisions of any part of portion of the previous amendments, this Amendment shall control.

V.

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Amendment.

IN TESTIMONY OF WHICH, this Amendment, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows:

a. It has on _____, been executed on behalf of the County by County Judge, Lina Hidalgo pursuant to order of the County Commissioners Court authorizing such execution.

b. It has on _____, been executed on behalf of the City of Baytown by _____, and attested by its Secretary, pursuant to _____ authorizing such execution.

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
ABBIE KAMIN,
Harris County Attorney

By: _____
Senior Assistant County Attorney
Cherelle Sims
CA File No. 26GEN1592

ATTEST

_____

Name:_____
City Clerk

CITY OF BAYTOWN

By_____

Name:_____
Title:_____

ORDER OF COMMISSIONERS COURT
Authorizing Amendment to Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____ _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AMENDMENT NO. 19 TO INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES IN CITY OF BAYTOWN

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County, Amendment No. 19 to the Master Agreement with the City of Baytown for the purpose of extending the term of the Master Agreement through September 30, 2026 and to provide for funding during such extension. The Amendment is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

CITY COUNCIL MEETING 8. b.

Meeting Date: 06/11/2026
Subject: Consider an ordinance Exercising the Second Amendment to Slate Agreement for Graphic Design
Prepared for: Thomas Reeves, Public Affairs
Prepared by: Thomas Reeves, Public Affairs
Department: Public Affairs

Information

ITEM

Consider an ordinance authorizing the Second Amendment to the Slate Agreement for Graphic Design.

PREFACE

The ordinance creates an amendment extending the original agreement with Slate Communications for on-call graphic design services. Slate assists the City by reinforcing the Baytown Brand in more complex external outreach projects, including the Baytown Voice magazine. The amount of any cumulative task orders during each 12-month period is not to exceed $150,000.00.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	24005207-54008, 33007040-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	150,000

Fiscal Impact (Additional Information):

Expenses budgeted by both the MDD and HOT funds. This Contract will be used by multiple departments.

Attachments

Ordinance Authorizing 2nd Amendment to PSA with Slate Communications
Exhibit A--Signed Slate Amendment
Code Ver
Indebtedness Certification
Aff of Ownership

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SLATE COMMUNICATIONS FOR ON-CALL GRAPHIC DESIGN SERVICES; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to Second Amendment to the Professional Services Agreement with Slate Communications for on-call graphic design services. A copy of said second amendment 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 Slate Communications, in an amount not to exceed ONE-HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for professional services in accordance with the first amended 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 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES CONTRACT WITH SLATE COMMUNICATIONS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Second Amendment to the Agreement for Consulting Services Contract with Slate Communications ("Second Amendment") is entered into on this the 20th day of February _____, 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") and Slate Communications, (the "Consultant").

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into an Agreement for Consulting Services Contract with Slate Communications dated February 27, 2024, 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 "Contract"); and

WHEREAS, This Contract authorizes Consultant to perform On-Call Graphic Design services for various city-wide communication and engagement initiatives (the "Work") for and on behalf of the City; and

WHEREAS, the City and the Consultant entered into the First Amendment to the Agreement for Consulting Services Contract with Slate Communications dated February 27, 2025, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference for all intents and purposes.

WHEREAS, pursuant to the terms of the Contract, the City and the Consultant desire to renew the Contract for an additional year; NOW THEREFORE, the parties hereby agree as follows:

THAT 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:

Paragraph 3 of the Contract is hereby amended to read as follows:

"**Term**

This Second Amendment shall begin on February 27, 2026, and expire on February 26, 2027, unless terminated earlier in accordance with its terms."

Paragraph 2(a) of the Contract is hereby amended to read as follows:

"**Compensation and Professional Fees**

a. Consultant agrees that there is no guaranteed dollar amount associated with this agreement and payment will be negotiated per task order. The amount

of any cumulative task orders during each 12-month period is not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00).”

No other terms of the Contract or subsequent amendments to the Contract are altered by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second 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

Slate Communications

_____
Name Kimberly Newcomer

STATE OF Montana §
§
COUNTY OF Flathead § This notarial act was an online notarization.

Before me, Susan Taylor, the undersigned notary public, on this day personally appeared Kimberly Newcomer of Slate Communications, 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.

KIMBERLY CATHERINE NEWCOMER declared at the time of this notarization that they were located in Fort Collins, CO

SUBSCRIBED AND SWORN before me this 20th day of February, 2026.

SUSAN TAYLOR NOTARY PUBLIC for State of Montana Residing at Kalispell, Montana My Commission Expires November 4, 2027

_____
Notary Public

This notarial act was performed using communication technology - OnlineNotary.us

R:\Kristin Holmes\Task Tracker Review\Slate Communications 2nd Renewal\Second Amendment to the Slate Communications Professional Services Contract.kh.docx

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, Kim Newcomer, the undersigned representative of Slate Communications (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 4th day of May, 2026.

Slate Communications
Company Name

Signature

Kim Newcomer, CEO
Printed Name/Title

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, Charlotte Turner, the undersigned notary public, on this day personally appeared Kimberly Catherine Newcomer, the CEO (Title) of Slate Communications (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 4th day of May, 2026.

Notarization performed by means of two-way audio-video communication.
Each signature applied during the session is an electronic signature

CHARLOTTE TURNER
Notary Public
STATE OF TEXAS
NOTARY ID 135173256
My Comm. Exp. 11/18/2028

This notarial act was an online notarization via OnlineNotary.us

Notary Public in and for the State of Texas
Charlotte Turner

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an Ordinance Exercising the Second Amendment to Slate Agreement for Graphic Design

Company Name: Slate Communications

Department: Public Affairs

Date: 05/19/2026 **Council Date:** 06/11/2026

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 McKeever — 05/19/2026

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

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 TEXAS §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Kimberly Catherine Newcomer [**FULL NAME**] (hereinafter "Affiant"), CEO [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of Slate Communications [**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 Graphic Design and Communications Services [**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: Slate Communications

Business Address [**NO./STREET**] 4709 Overhill Dr.

[**CITY/STATE/ZIP CODE**] Fort Collins, CO 80526

Telephone Number (970) 797-2015

Email Address [**OPTIONAL**] kim@slatecommunications.com

Residence Address [**NO./STREET**] 4709 Overhill Dr.

[**CITY/STATE/ZIP CODE**] Fort Collins, CO 80526

Telephone Number [**OPTIONAL**] (_____) _____

Email Address [**OPTIONAL**] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: Kim Newcomer

Business Address [**NO./STREET**] 4709 Overhill Dr.

[**CITY/STATE/ZIP CODE**] Fort Collins, CO 80526

Telephone Number (970) 631-3979

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**

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 4th day of May, 20 26.

(Seal)

Notarization performed by means of two-way audio-video communication.
Each signature applied during the session is an electronic signature

CHARLOTTE TURNER
Notary Public
STATE OF TEXAS
NOTARY ID 135173256
My Comm. Exp. 11/18/2028

This notarial act was an online notarization via OnlineNotary.us

_____
Notary Public in and for the State of Texas
Charlotte Turner

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.

CITY COUNCIL MEETING 8. c.

Meeting Date: 06/11/2026
Subject: Consider an ordinance awarding the Annual Liquid Chlorine Contract
Prepared for: Sterling Beaver, Public Works/Engineering/BAWA, Utilities
Prepared by: Nubia Rodriguez, Finance
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance awarding the Annual Liquid Chlorine to Brenntag Southwest LLC.

PREFACE

This proposed ordinance awards the Annual Liquid Chlorine to Brenntag Southwest LLC, in the amount of $242,500.00.
On March 31st, 2026, the City of Baytown opened bids for the Annual Liquid Chlorine Contracts for Waste Water Treatment Plants. Three companies received bid documents, with two returning bids.
The bids were opened Tuesday March 31st, 2026 at 2:00 PM, with Brenntag having the lowest bid at $242,500.00. This contract is used for chlorination in the City's Wastewater Treatment Plants and Public Works is satisfied with the product and terms.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	51003170-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$242,500.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Accepting Bid for Annual Liquid Chlorine Contract for Wastewater Treatment Plants
Brenntag Agreement
Bid Worksheet
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF BRENNTAG SOUTHWEST, INC FOR THE ANNUAL LIQUID CHLORINE CONTRACT FOR THE WASTEWATER TREATMENT PLANTS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($242,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City Council of the City of Baytown did authorize the Purchasing Department for the City of Baytown to advertise for bids the Annual Liquid Chlorine Contract for the Wastewater Treatment Plans to be received March 31, 2026; and

WHEREAS, notice to bidders as to the time and place, when and where the contract would be let was published pursuant to the provisions of Chapter 252 of the Texas Local Government Code; and

WHEREAS, all bids were opened and publicly read at City Hall at 2:00 p.m., Tuesday, March 31, 2026, as per published notice to bidders; 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 accepts the bid of Brenntag Southwest, LLC for Annual Liquid Chlorine Contract for the Wastewater Treatment Plants in the amount of TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($242,500.00) and authorizes payment thereof.

Section 2: The City Manager is hereby authorized and directed to execute, and the City Clerk is authorized to attest to an agreement with Brenntag Southwest, LLC for the Annual Liquid Chlorine Contract. A copy of that agreement is attached hereto as Exhibit A, and incorporated herein by reference.

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 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-06-11\Ord-Accepting Bid for Annual Liquid Chlorine Contract for WWTP.Brenntag Southwest.kh.docx

AGREEMENT FOR THE PURCHASE OF LIQUIDE CHLORINE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope

This Agreement is for the purchase of 125 TONS [LIQUID CHLORINE] (the "Goods") for and on behalf of the City. This Agreement shall commence on the date of execution by the City Manager or his designee and shall terminate:

- ☐ upon delivery of the Goods in accordance with paragraph 2;
- ☒ number of months/days (Twelve) (12]) months/days following execution by the Director, allowing for up to number of options (four) (number of options [4]) annual renewals at the option of the City; *or*
- ☐ the earlier of delivery of the Goods in accordance with paragraph 2 or number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the Director, allowing for up to number of options (spelled out) (number of options [numerical]) annual renewals at the option of the City.

The Scope of Work from [IFB) #26-0331] is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. The City shall pay Vendor the sum of Two hundred forty-two thousand five hundred dollars and 00/100 ($242,500.00) for delivery of the Goods as follows:

i.	Liquid Chlorine =125 cylinders	$242,500.00
ii.	N/A	$0.00
iii.	N/A	$0.00
iv.	N/A	$0.00
v.	N/A	$0.00
vi.	**Total Not to Exceed**	**$**242,500**.00**

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

c. Vendor shall invoice based upon conforming Goods actually delivered to the City. 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.

d. 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.

e. 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 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 Vendor, shall pay the reasonable attorney fees of the prevailing party.

f. Vendor is not authorized to ship the Goods under reservation and no tender of a bill of lading will serve as a tender of Goods.

g. The title and risk of loss of the Goods shall not pass to the City until the City actually receives and takes possession of the Goods at the point or points of delivery in Baytown, Texas.

h. Every tender or delivery of Goods must fully comply with all provisions of this Agreement as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Vendor may reasonably notify the City of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by the City's consent executed by the City Manager or his designee.

3. 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 purchase of the Goods 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
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after delivery of the Goods
- 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.

4. 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.

5. 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 relating to the purchase and delivery of the Goods.

6. Supervision of Vendor

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

7. 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 the Goods with specificity and the date(s) of the Goods' delivery. 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 not invoice the City for Goods not provided. Invoices shall be received by the City no later than sixty (60) calendar days from the date Vendor delivers the Goods to the City. 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.

8. 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.

9. 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.

10. 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.

11. 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:

Brenntag Southwest LLC
610 Fisher Road
Longview, Texas 75604
Gayle Tullier

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.

12. 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.

13. No Right to Arbitration

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

14. 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.

15. Complete Agreement

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

16. No Assignment

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

17. Headings

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

18. 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.

19. 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.

20. 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 _____, 2026, 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)

VENDOR:

[Brenntag Southwest LLC]

W. Thomas Crain Jr.
(Signature)

W. Thomas Crain, Jr.
(Printed Name)

President
(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me on this day personally appeared W. Thomas Crain, Jr., in his/her capacity as [President], on behalf of such [Brenntag Southwest LLC],

(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 22nd day of May, 2026.

Notary Public in and for the State of Texas

NOTARY PUBLIC
Krisla Diane Cadenhead
Exp. 8/29/2028
ID No. 130800221
STATE OF TEXAS

R:\Scott\Contracts\Contract Templates\Goods Template-Non Grant (Fillable).docx

IFB 26-0331 Annual Liquid Chlorine (#10097272)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
03/31/2026 02:00 PM CDT

						Engineer Estimate		Pencco, Inc.		Brenntag Southwest, Inc.		PVS DX Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Liquid Chlorine Cylinders							$0.00		$0.00		$242,500.00		$286,625.00
	1	049-001	One Ton Liqu	EA	125			$0.00	$0.00	$1,940.00	$242,500.00	$2,293.00	$286,625.00
Base Bid Total:							$0.00		$0.00		$242,500.00		$286,625.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Annual Chlorine Contract

Company Name: Brenntag Southwest LLC

Department: Wastewater Treatment Plants

Date: 05/27/208 **Council Date:** 06/11/2026

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

05/27/208 — Date

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

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

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

CITY COUNCIL MEETING 8. d.

Meeting Date: 06/11/2026

Subject: Consider Authorizing a Grant Application to the FY2025 Assistance to Firefighters Grant Program

Prepared for: Kenneth Dobson, Fire **Prepared by:** Leasa Lopez, Finance

Department: Fire

Information

ITEM

Consider a resolution authorizing the City Manager to submit an application to the Fiscal Year 2025 Assistance to Firefighters Grant Program on behalf of the Fire Department.

PREFACE

This proposed resolution authorizes the City Manager to submit a grant application for the FY2025 Assistance to Firefighters Grant Program ("AFG"). The primary goal of the AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards. The program also prioritizes Wellness and Fitness activities intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazards operations.

If approved by Council, the City Manager will submit an application to FEMA for the purchase of a 2,500 gallon fire tanker truck on a commercial medium- or heavy-duty chassis. The tanker will be used to provide additional firefighting water in areas where hydrant coverage does not allow easy coverage. It will be used primarily in the suburban and rural response areas of the City. The tanker may also be used on limited access roadways or those without difficult hydrant access. The cost of a Tanker is $500,000. There is a 10% local match required that will be funded, if approved, by the Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD). The cost breakdown is shown below:

Proposed Budget

FY2025 AFG (90%)	$454,545.45
Local Match (10%)	$ 45,454.55
Project Total:	$500,000.00

The projected period of performance will be 24-months from October 01, 2026, or the date of the award, whichever is later.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

This is a reimbursement grant program. The project total is $500,000. BFD plans to request the local match of $45,454.55 from the FCPEMSD if funded. The balance of $454,545.45 is reimbursable by US DHS/FEMA, if funded.

FY2025 AFG (90%)	$454,545.45

Local Match (10%)	$ 45,454.55
Project Total:	$500,000

Attachments

Resolution Authorizing CM to Submit Application to the FY2025 Assistance to Firefighters Grant Program.vh
FY25 AFG_Tanker Budget

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FY2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) FOR THE PURCHASE OF A 2,500-GALLON FIRE TANKER TRUCK ON A COMMERCIAL MEDIUM OR HEAVY-DUTY CHASSIS FOR THE FIRE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00); DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Manager of the City of Baytown is hereby authorized to make application to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant Program (AFG) for the purchase of a 2,500-gallon fire tanker truck on a commercial medium or heavy-duty chassis for the Fire Department, in an amount not to exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00).

Section 2: That pursuant to the terms of the grant referenced in Section 1 hereof, there is a cash match requirement in an amount not to exceed FORTY-FIVE THOUSAND FOUR HUNDRED FIFTY-FOUR AND 55/100 DOLLARS ($45,454.55) to be funded by the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD), if approved by their Board of Directors.

Section 3: That the City Manager is hereby designated as the authorized representative for all purposes under the grant.

Section 4: That the City Manager of the City of Baytown is hereby authorized to accept or affirm any grant award that may result from the above application.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

GRANT APPLICATION BUDGET - TO BE COMPLETED BY DEPARTMENT

GRD Project Title:		**CIP #(if applicable)**		**GRD ID #**	**(if applicable)**
Grant Program Name:	Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program	**Project Total:**		**Fiscal Year:**	
Funding Agency Name:	**FEMA**	**Funding Request:**		**27**	
Grant Application Deadline*:	**22-Jun-26**	**Local Match $$**	$		**45,000.00**
Type of Project:	**Equipment**	**Source of Local Match:**	FCPEMSD		
City Department:	**Fire**				

The 3 questions below are Required	**Answers to Q1, 2 & 3 determine if you may proceed with request.**	**Primary GRD Point of Contact:**	
1. Are project costs fully funded in an approved City Budget? Yes or No	1a. If **NO,** Complete form, submit to Department Director for approval and further review	**POC Office #:**	
	1b. If YES. Stop. Application may not be submitted for Federal or State funding.	**POC Cell #:**	
2. *Is application deadline **less than** 30-days from date of this request? Yes or No	2a. If **NO,** Complete form, submit to Department Director for approval and further review	**POC Title:**	
	2b. If YES. Stop. Application may not be submitted for Federal or State funding.	**Alt. POC:**	
3. Department has identified source of local match (**required**). Yes or No or N/A	**3a. If NO, Stop. Application may not be submitted for Federal or State funding.**		
	3b. If **YES,** Complete form, submit to Department Director for approval and further review.		

GRANT APPLICATION BUDGET - TO BE COMPLETED BY DEPARTMENT

Cost Category	Description	Cost or Rate	Quantity	Period/Term	Subtotal	Funder (%)	Local Match %	Other Funds $	Totals
Funder/Local Match Percentages									
Personnel									
Contractual & Professional Services									
Travel & Training									
Equipment	One 2,500-gallon fire tranker on a commercial medium- or heavy-duty chassis	$ 500,000.00	1.00			$ 454,545.45	$ 45,454.55		**$ 500,000.00**
Supplies/Direct Operating Expenses									
Indirect Costs									
Engineering/Design									
Construction									
Environmental									
Grant Administration Services									
Other						**$ 454,545.45**	**$ 45,454.55**		**$ 500,000.00**

SAVE TEMPLATE TO YOUR LOCAL FOLDER BEFORE EDITING
PLEASE DO NOT MAKE ANY CHANGES TO THE TEMPLATE LOCATED ON THE Q:DRIVE

Add additional lines and/or categories as needed.
Delete any rows/categories you don't need
Check Submitter Info
Electronically sign Budget
SAVE your changes.

(Please check one)

Budget Submitted by:	**Primary POC**	**Secondary POC**	**Electronic Signature:**
AC Patrick Mahoney	xx		

Please complete this information if the Budget is not completed by POC

Name	**Title**	**Phone #**

Procurement Policy Highlights:

				Signatory Authority Levels		**Council Approval Required**	
				Director/AD	**City Manager**		
P-CARDS MAY NOT BE USED	**FOR GRANT FUNDED PROJECTS, PCARD PURCHASES ARE NOT ALLOWED**						
$3,000 or less	Informal Quote					**No**	
$3,000.01 - $49,999.99	Informal Quote/RfQu - Goods and Services (Request for Quote)	Min. 3 quotes	Goal: 2 HUB	Up to $25,000	$25,000.01-and up	**No**	
$50,000.00 and above	Formal Quote/IFB - Goods and Services (Invitation for Bid) (excludes construction)	Set quantity	Publicly advertised			**YES**	**Plan accordingly**
$50,000.00 and above	RFP - HighTech/Complex Services/Projects (Request for Proposals)	Key: Experience	eBid System/Adverts			**YES**	**Plan accordingly**
$50,000.00 and above	RFQ - Professional Services (Request for Qualifications) 2-part process	Key: Qualifications					
Examples of Exemptions:	Interlocal Agreements, Cooperative Agreements	Written Quote	Coop.Agmt.Name/#			**YES**	**Plan accordingly**
	Sole Source/Proprietary Purchases	Written Quote	Sole Source Letter			**Yes if over $50k**	**Plan accordingly**
	Professional Services: Architecture, Professional Engineer, Real Estate Appraiser	Recommend: RFQ				**Yes if over $50k**	**Plan accordingly**

CITY COUNCIL MEETING 8. e.

Meeting Date: 06/11/2026

Subject: Consider a Resolution Authorizing an Application to the FY2024 Flood Mitigation Assistance Grant Program - Fire/EOC

Prepared for: Kenneth Dobson, Fire **Prepared by:** Leasa Lopez, Finance

Department: Fire

Information

ITEM

Consider a resolution authorizing an application for a scoping study through the Fiscal Year 2024 Flood Mitigation Assistance Program administered by the Texas Water Development Board on behalf of Fire/Office of Emergency Management.

PREFACE

This resolution would authorize the City Manager to submit an application for a scoping study to the FY 2024 Flood Mitigation Assistance (FMA) Program through the Federal Emergency Management Agency (FEMA) and administered through the Texas Water Development Board (TWDB) on behalf of Fire/Office of Emergency Management. The FMA program is a competitive, annual program that provides funding to state, local and tribal governments to reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program (NFIP). The focus of the program is reducing reliance on federal disaster assistance by funding property acquisitions, elevations, and localized flood reduction projects. A project scoping study is needed to design and evaluate future flood-control projects, by identifying and surveying flood-prone areas and may include preliminary engineering, environmental and economic analysis required to obtain future flood mitigation assistance.

The FY24 FMA program requires a 25% local match and 75% in federal funds. This project is estimated at $225,000 and would require a $56,250 local match with $168,750 in federal funding on a reimbursement basis. The application deadline is June 25, 2026.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds): Grant and Other fund

Funds Budgeted Y/N: N

Amount Needed: $225,000

Fiscal Impact (Additional Information):

If awarded, this grant will most likely impact FY2027. The required 25% local match, in the amount of $56,250, has been identified. The budget allocation will be part of the FY2027 budget process.

Attachments

Resolution Authorizing CM to Submit Application to the FY2024 Flood Mitigation Assistance FMA.vh

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE FY2024 FLOOD MITIGATION ASSISTANCE PROGRAM (FMA) ADMINISTERED THROUGH THE TEXAS WATER DEVELOPMENT BOARD (TWDB) FOR A SCOPING STUDY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($225,000.00); AUTHORIZING A CASH MATCH IN AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($56,250.00); DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Manager of the City of Baytown is hereby authorized to make application to the FY2024 Flood Mitigation Assistance Program (FMA) administered through the Texas Water Development Board (TWDB) for a scoping study, in an amount not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($225,000.00). A project scoping study is needed to design and evaluate future flood-control projects, by identifying and surveying flood-prone areas and may include preliminary engineering, environmental and economic analysis required to obtain future flood mitigation assistance.

Section 2: That pursuant to the terms of the grant referenced in Section 1 hereof, the City Council of the City of Baytown hereby authorizes a cash match in an amount not to exceed FIFTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($56,250.00). If approved, the City of Baytown would receive ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($168,750.00) in federal funding on a reimbursement basis.

Section 3: That the City Manager is hereby designated as the authorized representative for all purposes under the grant.

Section 4: That the City Manager of the City of Baytown is hereby authorized to accept or affirm any grant award that may result from the above application.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 8. f.

Meeting Date: 06/11/2026

Subject: Consider an ordinance authorizing a professional services agreement for Construction Phase Services with HDR Engineering Inc., for the Market Street Revitalization Project

Prepared for: Carol Haddock, 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 Phase Services with HDR Engineering, Inc., for the Market Street Revitalization Project.

PREFACE

This proposed ordinance authorizes a professional services agreement with HDR Engineering, Inc. for Construction Phase Services for the Market Street Revitalization Project in an amount not to exceed $378,288.26.

Under this agreement, HDR Engineering, Inc. will provide engineering and construction administration support throughout the construction of the Market Street Revitalization Project. Services include participation in pre-construction activities, review of Requests for Information (RFIs), change orders, submittals, and shop drawings, as well as evaluation of pay applications and periodic site visits to monitor the work for general conformance with the contract documents. HDR will also assist the City with project closeout activities, including punch lists, record drawings, and final completion documentation. In addition, HDR will support the documentation and compliance requirements associated with the Texas General Land Office grant awarded to the City for this project.

The construction contract is scheduled for award in June 2026, and this agreement will remain in effect for the duration of the project and into the warranty period.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	41153012-56933
Source of Funds (Operating/Capital/Bonds):	Bonds
Funds Budgeted Y/N:	Y
Amount Needed:	$378,288.26

Fiscal Impact (Additional Information):

Project Ledger: RDWY2005-2022COBOND-CONSTRUCTI-C.O./BONDS

Attachments

Ordinance - HDR-Mkt St

Exhibit A - Agreement - HDR Engineering, Inc. - Market Street Revitalization Project

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR THE MARKET STREET REVITALIZATION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED, SEVENTY-EIGHT THOUSAND, TWO-HUNDRED, EIGHTY-EIGHT AND 26/100 DOLLARS ($378,288.26); 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 HDR Engineering, Inc. for the Market Street Revitalization 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 HDR Engineering, Inc. in an amount not to exceed THREE-HUNDRED, SEVENTY-EIGHT THOUSAND, TWO-HUNDRED, EIGHTY-EIGHT AND 26/100 DOLLARS ($378,288.26) for consulting services in accordance with the agreement authorized in Section 1 hereinabove.

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 11th day of June, 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 HDR Engineering, 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 Phase services for the Market Street Revitalization 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. **Construction Phase Services**.....$378,288.26
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**.....**$378,288.26**

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 Edwin Rydell, P.E., 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 engineering firm 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, provided that the City affords Consultant a reasonable opportunity to cure. 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:

HDR Engineering, Inc.
Attn: Karan Khosla
4828 Loop Central Dr., Suite 700
Houston, TX 77081

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:

HDR ENGINEERING, INC.

(Signature)

Karan Khosla

(Printed Name)

VP, Area Operations Manager

(Title)

STATE OF Texas §
§
COUNTY OF Harris §

Before me on this day personally appeared Karan Khosla, in his/her capacity as VP/Area Oper. Mgr. on behalf of such HDR Engineering, 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 14th day of May, 2026.

ALYSSA RUIZ
Notary Public, State of Texas
Comm. Expires 11-11-2029
Notary ID 129605630

Notary Public in and for the State of TX

EXHIBIT A

SCOPE OF WORK

HDR completed the design phase of the Market Street project for Harris County in partnership with the City of Baytown. The City applied for a grant to fund the construction and has received approval of the grant. Part of the grant contract states that the City of Baytown is the owner of the project. The City has worked out an agreement with Harris County to take over the project for construction to meet grant requirements. The City of Baytown will be completing the construction inspection for the project and has asked HDR to complete the construction administration services since we completed the design. The scope for the project is as described below.

1. Final Design

The Engineer shall support the City of Baytown by reviewing the plans, specifications and estimate to verify that grant requirements are met prior to bidding. Tasks include:

- Review final plans, specifications and estimate
- Update project manual to add required specification
- Update plans and estimate as required to meet requirements
- Submit final documentation to the City for bidding

2. Bid Phase

The Engineer shall support the City of Baytown during the bidding of the project. Tasks include:

- Attend the Pre-Bid Conference
- Answer Bidder Questions
- Issue addenda for clarifications to the plans and specifications
- Attend the bid opening
- Evaluate bids and prepare a Recommendation of Award

3. Construction Phase

HDR will support the City of Baytown during the construction of the Project and will provide construction administrative phase services for the 24-month construction duration of the project. Following are services to be provided:

- Assist City in Pre-Construction conference, take notes, and issue meeting minutes.
- Periodic site visits to the construction site to monitor progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents (Assume 48).
- Attend bi-weekly progress meetings (Assume 48).
- Prepare meetings agendas, take notes, and issue meeting minutes.
- Review and provide recommendations for change orders (Assume 10)

and requests for information (RFI) (Assume 20).

- Review, log, and approve submittals for project materials.
- Review laboratory results and promptly report performance deficiencies.
- Review shop drawings and provide recommendations to contractor and County.
- Track monthly quantities, review pay estimates, approve quantities and make recommendations of payment.
- Conduct final walk through at substantial completion of the project.
- Prepare punch list items that were identified in the final walk through and verify that punch list is completed.
- Prepare record drawings from submitted red lines provided by the contractor and County inspector.
- Prepare close out documents and a certificate of construction completion.

HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR will keep the City informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

EXHIBIT B

City of Baytown
Market Street Corridor - Construction Phase

HDR Engineering, Inc

Roadway Reconstruction of the Market Street Corridor

TASK NO.	TASK DESCRIPTION	PROJ PRINCIPAL	QC MANAGER	PROJECT MANAGER	PROJECT ENGINEER	EIT	SR DESIGN TECH	CADD TECH	ADMIN	TOTAL MH'S PER WORK TASK	TOTAL COSTS PER WORK TASK
	Loaded Rates	$355.74	$288.32	$345.68	$203.84	$180.43	$205.57	$146.82	$129.84		
	BASIC SERVICES - ASSUME 24 MONTH CONSTRUCTION										
1	REVIEW OF FINAL PLANS AND BID TAB			12		12				24	
2	UPDATE CONTRACT DOCUMENTS TO GRANT REQUIREMENTS		16	20	30				24	90	
3	MEETINGS WITH CITY AND GRANT ADMINISTRATOR (ASSUME 10 MEETINGS)			20	20	20				60	
4	PRE-BID MEETING			2		4			2	8	
5	ANSWER BIDDER QUESTIONS			8	4	16				28	
6	ISSUE ADDENDA			4	12	12			4	32	
7	ATTEND BID OPENING			2						2	
8	EVALUATE BIDS			2		4				6	
9	PRE-CON MEETING			2	2	2			2	8	
10	SUBMITTAL AND SHOP DRAWINGS (ASSUME 50 SUBMITTALS/SHOPDRAWING)			8	40	52				100	
11	BI-WEEKLY CONSTRUCTION MEETING (ASSUME 48 MEETINGS)			96	48	48				192	
12	BI-WEEKLY SITE VISIT (ASSUME 48)				96	96				192	
13	BI-WEEKLY PROJECT REPORT (ASSUME 48)			24		48				72	
14	RESPOND TO RFI (ASSUME 40)			40	80	120	20	40		300	
15	PREPARE CHANGE ORDERS (ASSUME 10)		20	15	15	80	8	16		154	
16	PAY ESTIMATES (ASSUME 24)			12		72				84	
17	FINAL WALK THROUGH & PUNCHLIST			8	8	8				24	
18	VERIFY PUNCH LIST COMPLETED					8				8	
19	PROJECT CLOSE OUT			2	4					6	
20	RECORD DRAWINGS					20		32		52	
21	PROJECT MANAGEMENT	10		48	24				24	106	
	SUBTOTAL Design - Man-hours	**10**	**36**	**325**	**383**	**622**	**28**	**88**	**56**	**1548**	
	Total Basic Services										**$ 342,528.26**

TASK NO.	TASK DESCRIPTION	PROJ PRINCIPAL	SR LANDSCAPE	PROJECT MANAGER	LANDSCAPE ARCHITECT	EIT	SR DESIGN TECH	CADD TECH	ADMIN	TOTAL MH'S PER WORK TASK	TOTAL COSTS PER WORK TASK
	Loaded Rates		$235.00	$210.00	$160.00				$90.00		
	SUB-CONSULTANT SERVICES - LANDSCAPE ARCHITECT										
1	SUBMITTAL AND SHOP DRAWINGS (ASSUME 10 SUBMITTALS/SHOPDRAWING)		8	12						20	
2	RESPOND TO RFI (ASSUME 3)		18	24						42	
3	CONSTRUCTION MEETINGS (ASSUME 4 MEETINGS)		24	4					4	32	
4	SITE VISIT (ASSUME 4)		24	8						32	
5	PREPARE CHANGE ORDERS (ASSUME 1)		8	12					2	22	
	SUBTOTAL Design - Man-hours	**0**	**82**	**60**	**0**	**0**	**0**	**0**	**6**	**148**	
	TOTAL SUB-CONSULTANT SERVICES										**$ 32,410.00**

SUBTOTAL SERVICES	$	374,938.26
MILEAGE (5000 @ $0.67)	$	3,350.00
TOTAL SERVICES	**$**	**378,288.26**

EXHIBIT C – SCHEDULE

HDR Engineering, Inc. will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule as dictated by the nature of the work requested by the City.

Time for performance shall be extended as necessary, by mutual agreement of the parties, for delays due to circumstances that HDR Engineering, Inc., does not control.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Market Street Revitalization (RDWY2005)

Project Name:

Company Name: HDR Engineering, Inc.

Department: Public Works/Engineering/BAWA

Date: 05/262026 **Council Date:** 06/11/2026

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.

_____ 05/262026

Director of Finance Date

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

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

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

CITY COUNCIL MEETING 8. g.

Meeting Date: 06/11/2026

Subject: Consider a resolution authorizing the submission of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Application for the PFAS treatment project at the Baytown Area Water Authority Surface Water Treatment Plants

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider a resolution authorizing the submission of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Application to the Texas Water Development Board (TWDB) in the amount of $9,685,000.00, for the PFAS treatment project at the Baytown Area Water Authority Surface Water Treatment Plants.

PREFACE

This proposed resolution authorizes the Baytown Area Water Authority to submit an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Application and execute all necessary documents related to the Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) treatment project at both Baytown Area Water Authority Surface Water Treatment Plants. The City is seeking funding under the Texas Water Development Board's EC-SDC Grant Program to support the planning and design phases associated with treatment of PFAS at the water treatment plants.

The grant is in the amount of $9,685,000.00, all project funding under the EC-SCD Program is in the form of 100 percent principal forgiveness, and no local match is anticipated at this time.

A resolution is required to authorize the Baytown Area Water Authority's participation in the program. The grant application deadline is June 26, 2026.

This resolution was approved at the Baytown Area Water Authority meeting held on June 10, 2026.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.

Attachments

Resolution Draft

Exhibit A - Texas Water Development Board - Application Affidavit

Exhibit B - Texas Water Development Board - Application Filing & Authorized Representative Resolution

Exhibit C - Texas Water Development Board - Application Resolution Certificate of Secretary

RESOLUTION NO. [___]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SUBMISSION BY THE BAYTOWN AREA WATER AUTHORITY OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE TWDB UNDER THE EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED COMMUNITIES PROGRAM; AND MATTERS RELATED THERETO

****

WHEREAS, the Baytown Area Water Authority (the "Authority") is a governmental agency and body politic operating and existing under the provisions of Chapter 600, Acts of the 63rd Legislature, Regular Session, 1973, as amended, and as codified in Chapter 8104, Texas Special District Local Laws Code (the "Act"), and as a conservation and reclamation district created pursuant to Article 16, Section 59, Texas Constitution; and

WHEREAS, the City of Baytown, Texas (the "City") and the Authority wish to undertake the planning and design of PFAS removal systems for the Authority's surface water treatment plants (the "Project"); and

WHEREAS, the Authority wishes to apply for financial assistance from the Texas Water Development Board (the "TWDB") under the Emerging Contaminants in Small or Disadvantaged Communities Program (the "EC-SDC Program") as part of the TWDB's Drinking Water State Revolving Fund Emerging Contaminants ("DWSRF-EC") Intended Use Plan, or other financial assistance programs of the TWDB for the purposes of obtaining financial assistance for the Project.

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

Section 1: Definitions, Findings and Determinations. The definitions, declarations, findings and determinations included in the recitals to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2: Submission of an Application for Financial Assistance to the TWDB. The City hereby authorizes the Authority to submit an application for financial assistance to the TWDB under the financial assistance programs of the TWDB, including the EC-SDC Program for approximately $9,685,000 for the purposes of paying for (i) the planning and design of the Project and (ii) the costs of professional services related thereto.

Section 3: Further Action. The City Manager, Assistant City Manager, Director of Finance, City Attorney and their designees are hereby authorized to take such actions as may be necessary or convenient in order to facilitate making the application for financial assistance to the TWDB and making preparation for the execution by the Authority of a principal forgiveness agreement, grant agreement, or other agreement evidencing such financial assistance and any documentation related thereto, including, without limitation, providing information for, participating in the preparation of and approving information related to the City contained in the TWDB application for financial assistance.

Section 4: Open Meeting. It is hereby found, determined and declared that the meeting at which this Resolution 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. The Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5: Effective Date. This Resolution shall become effective immediately upon passage by the Council and signature of the Mayor.

[Execution Page Follows]

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

[SEAL]

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND CHAMBERS §

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 the 11th day of June, 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

RESOLUTION NO. [___]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SUBMISSION BY THE BAYTOWN AREA WATER AUTHORITY OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE TWDB UNDER THE EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED COMMUNITIES PROGRAM; AND MATTERS RELATED THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, 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 resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's

minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said 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 resolution 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, as amended.

SIGNED AND SEALED this 11th day of June, 2026.

[SEAL]

_____

City Clerk
City of Baytown, Texas

EXHIBIT A

TWDB-0201
Rev 2/23

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Harris/Chambers §

APPLICANT Baytown Area Water Authority §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Brenda Bradley Smith as the Authorized Representative of the Baytown Area Water Authority, who being by me duly sworn, upon oath says that:

1. The decision by the Baytown Area Water Authority (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the Baytown Area Water Authority (authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The Baytown Area Water Authority (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The Baytown Area Water Authority (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
"none".

5. The Baytown Area Water Authority (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The Baytown Area Water Authority (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The Baytown Area Water Authority (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title: President, Board of Directors

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,

on this _____ day of _____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

EXHIBIT B

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Board of Directors of the Baytown Area Water Authority requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Board of Directors OF THE Baytown Area Water Authority:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $ 9,685,000.00 to provide for the costs of Planning and Design of BAWA Surface Water Treatment Plants PFAS Removal System.

SECTION 2: That the person serving as the president of the Board of Directors or his or her designee be and is hereby designated the authorized representative of the Baytown Area Water Authority for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the Baytown Area Water Authority before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Joseph W. Morrow, Hilltop Securities, Inc.
700 Milam St., Suite 1200, Houston, TX 77002

Engineer: Lindsay Kovar, PE, BGE, Inc.
10777 Westheimer, Ste 400, Houston, TX 77042

Bond Counsel: Jonathan K. Frels, Bracewell LLP
711 Louisiana St., Suite 2300, Houston, TX 77002

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

EXHIBIT C

TWDB-0201B
Rev 11/16

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Harris/Chambers §
APPLICANT Baytown Area Water Authority §

I, the undersigned, Secretary of the Baytown Area Water Authority Texas, DO HEREBY CERTIFY as follows:

1. That on the _____day of_____, 20_____, a regular/special meeting of the Baytown Area Water Authority was held; the duly constituted members of the Board of Directors being as follows:

Brenda Bradley Smith (President), Frank McKay III (Vice-President), David Start, Jr. (Director), Alyssa Linares (Director)

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the Board of Directors of the Baytown Area Water Authority requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the Board of Directors for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by_____, the resolution was passed and adopted by the Board of Directors by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the _____for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the Board of Directors; the qualified and acting members of the Board of Directors on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the Board of Directors; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Baytown Area Water Authority, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)

CITY COUNCIL MEETING 8. h.

Meeting Date: 06/11/2026

Subject: Consider an ordinance authorizing a Lease Agreement with Goose Creek Consolidated Independent School District for the Use of Property Located at 2615 Virginia Street for Public Library Purposes

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing, subject to the District's approval of a Lease Agreement, a Lease Agreement with Goose Creek Consolidated Independent School District for the Use of Property Located at 2615 Virginia Street for Public Library Purposes.

PREFACE

Subject to the District's approval of the Agreement, the proposed Lease Agreement between the City of Baytown and Goose Creek Consolidated Independent School District ("GCCISD") will allow the City to utilize the first floor of the facility located at 2615 Virginia Street for the operation of the public library and related public services.

The initial term of the agreement is three (3) years. Under the agreement, the City will be responsible for utilities, maintenance, inspections, and operational improvements necessary to support library operations at the facility. Planned improvements may include Heating, Ventilation, and Air Conditioning ("HVAC"), plumbing, lighting, interior remodeling, IT, and other related facility improvements as approved by GCCISD.

No monthly rent will be due during the initial term. In lieu of rent, the City will provide facility improvements and apply credits associated with the Robert E. Lee Drainage Project and cooling tower flow meter installation requirements as outlined 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 - Library Lease Agt - GCCISD
Exhibit A - Lease Agt
Attachment to Lease Agt

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING, SUBJECT TO GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT'SN (THE "DISTRICT") APPROVAL OF A LEASE AGREEMENT, THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A LEASE AGREEMENT WITH THE DISTRICT FOR PUBLIC LIBRARY PURPOSES; 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, subject to the District's approval of a Lease Agreement, the City Manager and the City Clerk of the City of Baytown to execute and attest to a Lease Agreement with the District for the use of property located at 2615 Virginia Street for Public Library Purposes. A copy of said lease 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 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

THE STATE OF TEXAS §
§ LEASE AGREEMENT
COUNTY OF HARRIS §

This LEASE AGREEMENT (the "Agreement") is entered into by and between Goose Creek Consolidated Independent School District, having its principal address at _____ ("Lessor") and the City of Baytown, a Texas Municipal Corporation having its principal address at 2401 Market Street, Baytown, Texas 77520 ("Lessee").

I. PURPOSE: The purpose of this Agreement is to allow Lessee to utilize the first floor of Lessor's property located at 124 W. Texas Ave., more particularly described as 2615 Virginia St Baytown, TX 77520, Harris County Texas (the "Premises"), for public purposes, including the provision of a public library. Lessee shall not use the Premises for any other purpose other than for a public library and related uses thereto without prior written consent from Lessor which shall not be unreasonably withheld.

II. TERM AND TERMINATION:
   a. Lessee will utilize the Premises for the purposes described hereinabove and may make improvements to the Premises to create and maintain a public library on the Premises. The term of this Agreement shall be three (3) years from the Effective Date (the "Initial Term"). Notwithstanding anything in this paragraph to the contrary, either Party may provide written notice of its intent to terminate the lease at least thirty (30) days prior to the expiration of the then-current term.
   b. Further, either party shall have the right to terminate this Agreement if the other party breaches any portion of this Agreement; provided the non-breaching party has given the breaching party at least thirty (30) days' written notice of the default and provided at least thirty (30) days to cure the default described in the notice. If the breach is cured during the cure period, this Agreement will remain in full force and effect; otherwise, the non-breaching party may terminate this Agreement. If a party exercises this option, the Parties agree to make reasonable efforts to ensure timely vacating of the Premises.

III. LESSEE'S RIGHTS AND OBLIGATIONS:
   a. Lessee shall be responsible for all costs associated with the maintenance of the Premises.
   b. Lessee shall, as a condition of this Lease, complete the following repairs within a reasonable time after the effective date of this Lease:
      i. HVAC System & Units
      ii. Plumbing
      iii. Lighting
      iv. Doors
      v. Indoor Remodeling
      vi. IT Improvements
      vii. Outdoor Improvements

   ("Improvements"). Plans for the repairs and improvements identified will be presented to the Lessor for approval. All such permanent Improvements shall become a part of the Premises upon completion and shall become the property of Lessor unless otherwise agreed upon by both parties. Lessee shall have reasonable access to the second floor and roof above the Premises for the purposes of completing the improvements, repairs and inspections contemplated by this Agreement.
   c. Lessee shall pay for all utility costs, including, but not limited to, electricity, natural gas, water, sewer, telephone, cable, and internet services, if any, furnished on the Premises during the Term. Lessee shall also be responsible for maintenance, and completion of any required inspections, related to the fire systems and elevators on the Premises.
   d. Lessee shall obtain and maintain, at its sole cost and expense, the following insurance coverages with insurers licensed to do business in the State of Texas and reasonably acceptable to Lessor:
      i. Commercial General Liability insurance with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, covering bodily injury, property damage and personal injury arising out of or in connection with Lessee's use and occupancy of the Premises. Such policy shall name Lessor as an additional insured;
      ii. Property insurance on an all-risk basis, covering Lessee's fixtures and improvements installed by Tenant for the full replacement cost value thereof;
      iii. Workers' compensation insurance as required by applicable Texas law, and Employer's liability insurance with limits of not less than $1,000,000.00 per occurrence.
      iv. Commercial Property Insurance, in the name of Lessee, on the Premises and all improvements thereof on an all-risk basis, for the full replacement cost value of the improvements.

e. The Parties acknowledge that Lessee is a governmental entity and may be entitled to assert sovereign and/or governmental immunity under Texas law. To the extent Lessee self-insures, participates in a government risk pool (such as TMLIRP) or maintains a program of self-funded coverage in lieu of commercial insurance, such program shall be deemed to satisfy the requirements of this section, provided that Lessee furnishes Lessor with written evidence of such coverage, including the applicable coverage limits, within ten (10) days of the execution of this Lease and annually thereafter. In consideration for the Lessee's use of the Premises throughout the Initial Term, the Lessee shall apply a credit of up to $95,000.00 to the Robert E. Lee Drainage Project balance owing from Lessor to Lessee and to the acquisition, configuration, and specific installation requirements imposed by the Lessee relating to the inclusion of cooling tower flow meters by Lessor for the benefit of Lessor's properties as listed on Exhibit A hereto. No monthly rent shall be due during the Initial Term, it being the agreement of the Parties that the improvements to be made under Section III(b) hereof and the provision of credits as contemplated by this section are adequate payments in lieu of rent.

f. The Premises shall be returned to its original state, the Improvements and normal wear and tear excepted, within thirty (30) days after the termination or expiration of this Agreement.

IV. RIGHT OF INSPECTION: Lessor reserves the right to enter upon the Premises at all reasonable times for the purpose of inspecting the Premises, provided that such inspection does not conflict with Lessee's rights hereunder.

V. NOTICE: Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be considered effective as of the date presented personally or mailed by certified mail, return receipt requested, to the addresses listed hereinabove.

VI. IMMUNITY: Nothing in this Agreement shall be construed so as to limit or waive the sovereign immunity of either Party.

VII. NON-WAIVER: If either party fails to require the other party to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms.

VIII. FORCE MAJEURE:

a. Timely performance by both parties is essential to this Lease. However, neither party is liable for reasonable delay in performing its obligation 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.

b. As used in this Lease, "Force Majeure" means fires, riots, labor disputes, war, terrorism, weather, acts of god, epidemics, and/or other circumstances or events outside the reasonable control or responsibility of Lessee.

c. Notwithstanding Paragraph VII(a), if an event of Force Majeure:

i. totally destroys the Premises, as determined by Lessee, this Lease will immediately terminate.

ii. the Premises are damaged, but the damage does not amount to a total destruction, as determined by Lessee and Lessor, at its sole option:

1. does not rebuild or repair the Premises to substantially the same condition as on the Effective Date, this Lease will immediately terminate;

2. proceeds immediately with the rebuilding or repairing of the Premises to substantially the same condition as on the Effective Date, Lessee may, at its sole option:

a. permanently withhold all rental payments until such time as Lessee determines that the Premises have been rebuilt or repaired to substantially the same condition as on the Effective Date.

i. Rental payments, during the period in which the Premises are not in substantially the same condition as on the Effective Date, shall abate and be permanently withheld.

ii. Rental payments shall resume once the Premises are rebuilt or repaired to substantially the same condition as on the Effective Date, and Lessee is able to use the Premises as a public library; or

b. Immediately terminate the Lease.

IX. TERMINATION: Upon termination of this Lease for any reason whatsoever, Lessee shall surrender possession of the Premises Upon any termination of this Lease, all rent paid but not earned shall not be refunded.

X. ASSIGNMENTS: Neither Party shall assign this Lease without the prior written consent of the other.

XI. AMBIGUITIES: If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

XII. 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.

XIII. CHOICE OF LAW/VENUE: The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all purposes shall be in Harris County, Texas.

XIV. AUTHORITY TO ENTER INTO 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 entities.

XV. NO RIGHT TO ARBITRATION: Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that no claim or dispute between them arising out of or relating to this Lease 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 either Party is subjected to an arbitration proceeding notwithstanding this provision, the other Party consents to be joined in the arbitration proceeding if the Party's presence is required or requested by the other, of complete relief to be recorded in the arbitration proceeding.

XVI. SUCCESSORS AND ASSIGNS: This Agreement binds and benefits the parties and their legal successors, permittees and assigns. This Agreement does not bestow any rights upon any third party, but binds and benefits the Lessee and Lessee only.

XVII. AGREEMENT READ: The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions 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 _____, 2026, the date of execution by the City Manager or his designee of the City of Baytown.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
_____, _____

ATTEST:

_____
_____, _____

APPROVED AS TO FORM:

_____
_____, _____

CITY OF BAYTOWN

_____
JASON REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

Per Section III (c) of the Lease Agreement, the following is a listing of Goose Creek ISD sites that will be included in the cooling tower meters initiative. This list is subject to the specific conditions as described in Section III (c), and may be modified upon approval of both parties.

School #	School Name	School Address
1	DeZavala Elementary	305 Tri City Beach Rd
2	Harlem Elementary	3333 I-10 Frontage Rd
3	Highlands Elementary	200 E Wallisville Rd
4	Highlands JHS	1212 E Wallisville Rd
5	Lamar Elementary	816 N Pruett St
6	Smith Elementary	403 E James St
7	Sterling HS	300 W Baker Rd
8	Cedar Bayou JHS	2610 E Elvinta St
9	George H Gentry JHS	1919 E Archer Rd
10	Robert E Lee HS*	1809 Market St
11	Memorial HS	6001 E Wallisville Rd

**Requires two meters for this site.*

CITY COUNCIL MEETING 8. j.

Meeting Date: 06/11/2026

Subject: Consider an ordinance authorizing emergency services to the Central, Northeast, and East District Wastewater Treatment Plants

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance ratifying emergency services to the Central, Northeast, and East District Wastewater Treatment Plants from Magna Flow Environmental, Inc.

PREFACE

This proposed ordinance ratifies emergency services to the Central, Northeast, and East District Wastewater Treatment Plants from Magna Flow Environmental, Inc. for the amount of $753,946.79.

Emergency services were required to address critical operational failures impacting multiple wastewater treatment plants. At the Central District Plant, solids were accumulating and settling within the treatment process due to equipment failures, clarifier and aeration system limitations, and structural or hydraulic constraints. Immediate action was necessary to stabilize plant operations, maintain treatment efficiency, and prevent potential permit violations. Magna Flow Environmental was engaged to perform emergency services to mitigate these risks. Additionally, the Northeast and East Plants experienced belt press failures that caused digesters to approach capacity, requiring emergency services to manage sludge levels and protect continuous operations.

Magna Flow Environmental, Inc., has a proven success rate for performing services for the City and for their reliability and expertise.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	51003170-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$753,946.79
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Magna Flow
Exhibit A - Emergency Invoices FY26 - Magna Flow Environmental Services, Inc.
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RATIFYING ADDITIONAL EMERGENCY AND UNFORESEEN REPAIR SERVICES TO THE CENTRAL, NORTHEAST, AND EAST DISTRICT WASTEWATER TREATMENT PLANTS; AUTHORIZING PAYMENT TO MAGNA FLOW ENVIRONMENTAL, INC. IN THE AMOUNT OF SEVEN-HUNDRED, FIFTY-THREE THOUSAND, NINE-HUNDRED, FORTY-SIX AND 79/100 DOLLARS ($753,946.79); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 252.022(a)(3) of the Texas Local Government Code exempts from state law competitive bidding requirements an expenditure for a procurement necessary because of unforeseen damage to public machinery, equipment, or other property; and

WHEREAS, at the Central District Plant, solids continue to accumulatie and settle within the treatment process due to equipment failures, clarifier and aeration system limitations, and structural or hydraulic constraints, requiring immediate action to stabilize plant operations, maintain treatment efficiency, and prevent potential permit violations; and at the Northeast and East Plants where belt press failures continue to cause digesters to approach capacity, requiring emergency services to manage sludge levels and protect continuous operations; and

WHEREAS, emergency services were required to address critical operational failures impacting multiple wastewater treatment plants; and

WHEREAS, the City Council of the City of Baytown, Texas now desires to ratify the additional expenditures made pursuant to Texas Local Government Code Section 252.022(a)(3) for the emergency repair of unforeseen damage to the Central, Northeast, and East District Wastewater Treatment Plants; NOW THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown hereby ratifies the expenditure for emergency and unforeseen repair services to the City Hall HVAC chiller, and authorizes payment in an amount of SEVEN-HUNDRED, FIFTY-THREE THOUSAND, NINE-HUNDRED, FORTY-SIX AND 79/100 DOLLARS ($753,946.79) to Magna Flow Environmental, Inc.

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 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 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

Magna Flow Environmental, Inc.
Emergency Services
Central, Northeast, and East Districe Wastewater Treatment Plants

PO Number	Fiscal Year	Department	Status	Vendor Number	Vendor Name	Total				
2261078	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$9,900.00				
2261079	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$8,700.00				
2261084	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$11,309.87				
2261543	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$3,000.00				
2261632	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,049.14				
2261633	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,049.14				
2261634	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,554.05				
2261635	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$4,039.31				
2261636	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$6,058.96				
2261640	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$6,041.49				
2261641	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,034.58				
2261642	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,034.58				
2261643	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,034.58				
2261645	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$4,324.57				
2261646	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,034.58				
2261647	2026	30170: WASTE WATER TREATMENT	8 - Printed	100474	MAGNA FLOW ENVIRONMENTAL	$4,315.35				
2261648	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$3,900.79				
2261649	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$4,914.03				
2261650	2026	30170: WASTE WATER TREATMENT	8 - Printed	100474	MAGNA FLOW ENVIRONMENTAL	$2,157.68				
2261651	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,049.14				
2261652	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$2,517.29				
2261658	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$4,863.07				
2261659	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,034.58				
2261660	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$2,404.95				
2261823	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$84,536.92				
2262379	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$36,264.14				
2262380	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$20,083.32				
2262819	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$6,937.50				
2262820	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$30,622.09				
2262821	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$35,380.44				
2263040	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$41,466.72				
2263249	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$8,581.65				
2263257	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$39,435.08				
2263258	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$8,042.13				
2263262	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$6,965.48				
2263265	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$13,237.50				
2263986	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$5,008.25				
2263987	2026	30170: WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$8,107.10				
1264920	2026	(30170) WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$75,985.00	(Claudia.Gonzalez) Claudia Gonzalez	(100474) MAGNA FLOW ENVIRONMENTAL	(N) Normal	(Claudia.Gonzalez) Claudia Gonzalez
1264898	2026	(30170) WASTE WATER TREATMENT	0 - Closed	100474	MAGNA FLOW ENVIRONMENTAL	$107,497.60	(Claudia.Gonzalez) Claudia Gonzalez	(100474) MAGNA FLOW ENVIRONMENTAL	(N) Normal	(Claudia.Gonzalez) Claudia Gonzalez
	2026	(30170) WASTE WATER TREATMENT	Pending	100474	MAGNA FLOW ENVIRONMENTAL	$47,320.00				
	2026	(30170) WASTE WATER TREATMENT	Pending	100474	MAGNA FLOW ENVIRONMENTAL	$45,045.00				
	2026	(30170) WASTE WATER TREATMENT	Pending	100474	MAGNA FLOW ENVIRONMENTAL	$4,060.00				
	2026	(30170) WASTE WATER TREATMENT	5/20/2026	Released	Emergency Service for Liquid Hauls from Central	$5,049.14		(Claudia.Gonzalez) Claudia	(100474) MAGNA F	(N) Normal
					Current total to date	**$753,946.79**				

NOTE:

Due to the current operational status of the wastewater treatment plant, continued supplemental services remain necessary to effectively manage and control solids within the treatment process. Existing plant conditions, including elevated solids accumulation and ongoing process demands, require continued support services to maintain operational stability and treatment efficiency.

These services are necessary to assist with solids removal, maintain process performance, reduce the risk of process upsets, and support compliance with permit requirements. Continued utilization of these services will also help minimize the potential for equipment strain, solids carryover, and operational disruptions that could negatively impact plant performance.

Based on current conditions and operational needs, it is recommended that these services remain in place until plant conditions stabilize and solids inventory can be consistently maintained within acceptable operating ranges.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Emergency Services at Central, Northeast, and East District Wastewater Plants

Company Name: Magna Flow Environmental, Inc.

Department: Public Works/Engineering/BAWA

Date: 05/27/2026 **Council Date:** 06/11/2026

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.

_____ 05/27/2026

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 9. a.

Meeting Date: 06/11/2026
Subject: Confirmation of the City Manager's appointment of an Assistant City Manager
Prepared for: Jason Reynolds, City Management **Prepared by:** Carol Flynt, City Management
Department: City Management

Information

ITEM

Confirmation of the City Manager's appointment of an Assistant City Manager.

PREFACE

The Baytown City Charter requires that City Council confirm the appointment of department heads, which are presented to Council by the City Manager. Therefore, this item allows the Council to confirm the City Manager's appointment of Mrs. Jamie Pruitt as an Assistant City Manager for the City of Baytown. This position is a reallocation of an existing director-level position and will not increase total head count in the budget.

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 budget impact.

Attachments

Resolution Confirming Appointment of Assistant City Manager

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CONFIRMING THE CITY MANAGER'S APPOINTMENT OF JAMIE PRUITT AS AN ASSISTANT CITY MANAGER; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 20 of the Charter of the City of Baytown, Texas provides that the appointment of department heads within the City be subject to the approval of the City Council of the City of Baytown;

WHEREAS, the City Manager has appointed Jamie Pruitt as an Assistant City Manager of the City of Baytown; and

WHEREAS, the City Council of the City of Baytown now desires to approve the City Manager's appointment of Jamie Pruitt as an Assistant City Manager of the City of Baytown; 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 confirms the City Manager's appointment of Jamie Pruitt as an Assistant City Manager of the City of Baytown.

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 11th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-6-11\Resolution Confirming Appointment of Assist CM.mhs.docx

CITY COUNCIL MEETING 12. a.

Meeting Date: 06/11/2026
Subject: Executive session - 551.071
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Texas Government Code Section 551.071 to seek the advice of the City's attorneys regarding pending or contemplated litigation.

PREFACE

Recess into and conduct an executive session pursuant to Texas Government Code Section 551.071 to seek the advice of the City's attorneys regarding pending or contemplated litigation.