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, JULY 9, 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 Mike Lester, District No. 6

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. Conduct a public hearing concerning the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

b. Consider approving the minutes of the City Council Work Session and City Council Municipal Development District meeting held on June 11, 2026.

3. CITY COUNCIL ITEMS - MINUTES

a. Consider approving the minutes of the City Council Work Sessions and City Council Municipal Development District meetings held on June 11, 2026.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize the Baytown Little League for its outstanding season and achievements.

5. PUBLIC HEARINGS

a. Conduct a public hearing regarding the proposed voluntary annexation of approximately 0.998 acres at 8220 North State Highway 146 (SH 146).

6. PROPOSED LIMITED PURPOSE ANNEXATION OF APPROXIMATELY 356.99 ACRES, LOCATED GENERALLY NORTH OF EAST WALLISVILLE ROAD, EAST OF GARTH ROAD AND WEST OF HADDEN ROAD

a. Conduct the first public hearing regarding the First Amendment to the Strategic Partnership Agreement related to a limited purpose annexation with Harris County Municipal Utility District No. 213-A.

b. Conduct the second public hearing regarding the First Amendment to the Strategic Partnership Agreement related to a limited purpose annexation with Harris County Municipal Utility District No. 213-A.

c. Consider an ordinance authorizing the First Amendment to the Strategic Partnership Agreement with Harris County Municipal Utility District 213-A.

d. Consider an ordinance for the first reading of the proposed Limited Purpose Annexation of approximately 356.99 acres, located generally north of East Wallisville Road, east of Garth Road and west of Hadden Road.

7. SPECIAL DISTRICTS BUDGET FOR FISCAL YEAR 2026-2027

a. Receive the Baytown Crime Control and Prevention District Fiscal Year 2026-2027 Adopted Budget.

b. Receive the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-2027 Adopted Budget.

8. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown, Texas Roadhouse of Baytown, TX LLC, and Strategic Restaurant Enterprises, Inc.

b. Consider an ordinance regarding proposed text amendments to the Unified Land Development Code (ULDC) to change Section 2.31 Consolidated Use Table; to change Section 2.33 Use Specific Standards; and to change Article 10 Word Usage regarding short-term rentals.

c. Consider an ordinance to adopt a fee for residential short-term rentals.

9. CONSENT

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

a. Consider an ordinance authorizing the sole source purchase of Origami Risk LLC Risk Management Information System (RMIS) software and services.

b. Consider a resolution to approve the assignment of Private Activity Bond authority by Southeast Texas Housing Finance Corporation to the Texas Department of Housing and Community Affairs.

c. Consider an ordinance authorizing the Extension of the Agreement for Emergency Protection Services with Cedar Port Navigation and Improvement District for a one-year term expiring June 30, 2027.

d. Consider an ordinance authorizing payment to Metro Fire Apparatus Specialists, Inc. for the purchase of fire protection equipment and related goods for the Fire Department via the Buy Board National Purchasing Co-Operative Agreement, number 798-26.

e. Consider an ordinance authorizing payment to Metro Fire for Public Safety and Firehouse Supplies and Equipment.

f. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 1, LLC.

g. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 7, LLC.

h. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 8, LLC.

i. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 11, LLC.

j. Consider a resolution authorizing the submission of a Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) application for the Transite Pipe Water Line Replacement Program – Bayway Project.

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 Mike Lester regarding projects, programs and events in District No. 6.

12. ADJOURN

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

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

Approved for posting:

/S/Jason E. Reynolds, City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 2nd day of July 2026, at 1:30 P.M.

CITY COUNCIL & MDD MEETING 2. a.

Meeting Date: 07/09/2026

Subject: Conduct Public Hearing for the Baytown Municipal Development District FY 2026-27 Proposed Budget

Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance

Department: Finance

Information

ITEM

Conduct a public hearing concerning the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

PREFACE

This public hearing gives residents of the Baytown Municipal Development District (the "District") the right to appear and be heard regarding the District's Fiscal Year 2026-27 Proposed Budget. Notice of this public hearing was posted on the City's notice boards and website on June 28, 2026, and published in The Baytown Sun on June 28, 2026. The proposed budget is attached to this item for your review.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

FY27 Proposed MDD Budget Presentation

MUNICIPAL DEVELOPMENT DISTRICT



Municipal Development District

Overview

Objective:

The Baytown Municipal Development District (MDD) seeks to facilitate economic growth and enhance the quality of life for the City of Baytown. In doing so, the MDD may help develop and finance any permissible project as defined in Chapter 377 of the Texas Local Government Code that benefits, strengthens and diversifies the economic base of Baytown. The MDD jurisdiction includes the City of Baytown and its extraterritorial jurisdiction.

Duties:

- Provide strategic direction concerning development projects and ensure financial accountability for MDD funds.
- Promote the retention and expansion of existing businesses for a sustainable economy that leads to primary job creation, and provide opportunity for new business development.
- Position Baytown as an attractive destination for visitors and further cultivate a desirable community for residents to live, work and play.
- Facilitate infrastructure projects and strategic investments that will enhance the quality of life and sense of place needed to foster sustainable and quality development.

The Board

On May 5, 2001, in the general election, the citizens of the City of Baytown voted to authorize the creation of the Baytown Municipal Development District (MDD) and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development and parks projects that provide economic benefit, diversify the economic base of the community and improve our quality of life.

The board is comprised of the Mayor and six Council members.

- Charles Johnson, President
- Laura Alvarado, Vice President
- Sarah Graham, Director
- Jacob Powell, Director
- Mike Lester, Director
- Ken Griffith, Director
- James Franco, Director
- Angel Jackson, Secretary

On October 26, 2023, the MDD board voted to create the Baytown Economic Development Advisory Committee to assist in the conduct of the operation of the City government and work with City economic development staff to identify and review opportunities that will grow and enhance the quality of life for the City of Baytown, but not limited to, reviewing Business Improvement Grants and making recommendations to the City Council. The committee is comprised of seven citizen members appointed by Council.

Budget Executive Summary

The FY2026–27 Proposed Budget for the Municipal Development District (MDD) reflects a strategic allocation of resources aimed at supporting economic development, enhancing community amenities, and fulfilling long-term debt obligations. Total projected revenues for FY27 are $9.95 million, while total expenditures are budgeted at $8.96 million, resulting in revenues exceeding expenditures by $862,390 and a projected ending working capital balance of $3.83 million.

Revenues

Projected revenues for FY2026–27 total $9,947,727 and include sales tax revenue of $9.98 million, which remains the primary funding source for the district. Rebates are projected at $198,153, reflecting obligations tied to existing agreements. Investment interest is projected at $163,777.

Expenditures

Total proposed expenditures for FY2026–27 are $9,085,337, primarily supporting economic development activities, debt service, and transfers. Economic Development expenditures total $3.56 million and include the Economic Development Department, legal services, business recruitment and retention, EDF support, Hotel/Convention Center operations, Baytown Voice Magazine outreach, and other services.

Non-Operating Expenses & Working Capital

Debt service totals $5.02 million and includes obligations related to the NE Wastewater Treatment Plant, Aquatics Master Plan, Pirates Bay Waterpark Expansion, Convention Center Series 2021C, and Hotel Series 2021A/B. Transfers total $500,000 for project administration and overhead to the General Fund.

The projected ending working capital balance of $3.83 million positions the MDD to maintain financial flexibility while continuing to support long-term economic development priorities.

CITY OF BAYTOWN
MDD- MUNICIPAL DEVELOPMENT DISTRICT FUND 3300
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Revenues				
Sales Tax	$9,172,120	$9,266,3129	$9,691,361	$9,982,102
Rebates	(166,839)	(160,000)	(171,993)	(198,153)
Investment Interest	155,187	122,055	159,007	163,777
Intergovernmental Funds	326,954	-	-	-
Miscellaneous	155,336	-	-	-
Total Revenues	9,642,758	9,228,367	9,678,375	9,947,727
Expenditures				
Economic Development				
Economic Development Department	305,197	315,245	323,669	531,916
Legal Services	64,443	150,000	150,000	150,000
Development of New/Expansion of Existing Businesses and Industry	-	100,000	100,000	100,000
Economic Development Foundation (EDF)	-	350,000	350,000	225,000
Hotel/Convention Center Operations	2,410,349	2,255,000	2,255,000	2,345,000
Economic Incentive - I10 Property Group	-	21,000	21,000	-
Verdunity				130,000
ZenCity	-	-	-	10,000
Baytown Voice Magazine	80,645	70,000	70,000	70,000
Total Economic Development	2,860,634	3,261,245	3,269,669	3,561,916
Water & Sewer Projects				
Cost Share w/Developers to Upsize Utilities	-	357,598	357,598	-
Total Water & Sewer Projects	**-**	357,598	357,598	**-**
Debt Service				
NE WW Treatment Plant (60% of 2014, 2015 & 2016 GO Refunding)	973,066	871,663	871,663	173,699
Aquatics Master Plan Construction	397,825	386,450	386,450	397,950

CITY OF BAYTOWN
MDD- MUNICIPAL DEVELOPMENT DISTRICT FUND 3300
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Pirates Bay Waterpark Expansion	336,070	334,487	334,487	334,022
Convention Center Debt Service - Series 2021C *	1,870,400	1,888,400	1,888,400	2,197,900
Hotel Debt Service - Series 2021A/B **	1,901,725	1,901,000	1,901,000	1,919,850
Total Debt Service	5,479,086	5,381,999	5,381,999	5,023,421
Transfers				
Project Administration & Overhead - GF	300,000	550,000	550,000	500,000
MDD Trustee	300,000	-	-	-
Total Transfers	600,000	550,000	550,000	500,000
Total MDD Expenditures	**8,939,720**	**9,550,843**	**9,559,266**	**9,085,337**
Revenues Over/Under Expenditures	703,039	(322,476)	119,109	862,390
Beginning Working Capital	**2,147,163**	**2,850,201**	**2,850,201**	**2,969,310**
Ending Working Capital	**$2,850,201**	**$2,527,726**	**$2,969,310**	**$3,831,700**

BAYTOWN

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT

Fiscal Year	Principal 02/01	Interest 02/01	Interest 08/01	Total Interest	Annual Requirement
2024	1,367,285	880,129	849,788	1,729,916	3,097,202
2025	1,438,892	849,788	820,678	1,670,466	3,109,358
2026	1,862,957	820,678	779,360	1,600,038	3,462,995
2027	1,251,769	779,360	750,196	1,529,556	2,781,325
2028	1,547,826	750,196	713,975	1,464,171	3,011,997
2029	1,635,697	713,975	675,651	1,389,626	3,025,323
2030	1,692,619	675,651	637,852	1,313,503	3,006,121
2031	1,374,540	637,852	605,635	1,243,487	2,618,028
2032	1,448,129	605,635	571,647	1,177,283	2,625,412
2033	1,508,384	571,647	536,167	1,107,814	2,616,198
2034	1,237,340	536,167	505,770	1,041,937	2,279,277
2035	1,238,503	505,770	475,075	980,845	2,219,348
2036	1,250,000	475,075	443,825	918,900	2,168,900
2037	1,305,000	443,825	411,200	855,025	2,160,025
2038	1,375,000	411,200	376,825	788,025	2,163,025
2039	1,440,000	376,825	340,825	717,650	2,157,650
2040	1,515,000	340,825	302,950	643,775	2,158,775
2041	1,590,000	302,950	263,200	566,150	2,156,150
2042	1,675,000	263,200	229,700	492,900	2,167,900
2043	1,735,000	229,700	195,000	424,700	2,159,700
2044	1,805,000	195,000	158,900	353,900	2,158,900
2045	1,880,000	158,900	121,300	280,200	2,160,200
2046	1,950,000	121,300	82,300	203,600	2,153,600
2047	760,000	82,300	67,100	149,400	909,400
2048	790,000	67,100	51,300	118,400	908,400
2049	820,000	51,300	34,900	86,200	906,200
2050	855,000	34,900	17,800	52,700	907,700
2051	890,000	-	17,800	17,800	907,800
	$39,238,941	$11,881,248	$11,036,720	$22,917,968	$62,156,909

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT ASSIGNED

Series	Obligation	Amount of Issue	Principal Outstanding Oct. 1, 2026	Principal & Interest Requirements for 2026-27			Principal Outstanding Sept. 30, 2027
				Principal	Interest	Total	
2014	General Obligation and Refunding	2,100,283	394,496	43,424	13,740	57,164	351,072
2015	General Obligation and Refunding	1,770,131	476,977	100,011	16,524	116,536	376,966
2019	General Obligation and Refunding	3,595,000	1,470,000	350,000	47,950	397,950	1,120,000
2021A	General Obligation and Refunding	2,906,667	2,028,333	248,333	85,692	334,025	1,780,000
2021C	Combined Limited Sales Tax Revenue & Third Lien Bonds*	30,680,000	30,200,000	510,000	1,365,650	1,875,650*	29,690,000
	Total	$41,052,081	$34,569,807	$1,251,769	$1,529,556	$2,781,325	$33,318,038

Notes:

* The Annual Requirement to Amortize Bonded Debt reflects only the principal and interest payments contractually due during FY2026–27. The debt service budget is higher because it includes advance funding for Next Fiscal Year debt obligations. The 2021C Combined Limited Sales Tax Revenue and Third Lien Bonds have an FY2026–27 debt service requirement of $1,875,650, while the budget includes $2,197,900 to fund the payment due October 1, 2028.

**The budget includes $1,919,850 for Hotel Debt Service Series 2021A/B.

FY2026-27 Proposed Budget

Municipal Development District



FY2026-2027 MDD Proposed Budget

Beginning Working Capital	**$ 2,969,310**
Plus:	
Total Proposed Revenues	$ 9,947,727
Less:	
Operating Expenses (Includes 4 positions)	531,916
Economic Development	
Hotel/Convention Center Ops	2,345,000
MDD Programs	485,000
MDD Initiatives	200,000
Transfers	
Transfer to MDD Debt Service	5,023,421
Transfer to General Fund	500,000
Total Proposed Expenditures	**$ 9,085,337**
Ending Working Capital	**$ 3,831,700**



Thank You

Any Questions?

CITY COUNCIL & MDD MEETING 2. b.

Meeting Date: 07/09/2026

Subject: Minutes of the City Council Work Session and City Council Municipal Development District meeting held on June 11, 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 Session and City Council Municipal Development District meeting held on June 11, 2026.

PREFACE

Consider approving the minutes of the City Council Work Session and City Council Municipal Development District meeting held on June 11, 2026.

Attachments

Minutes WS
Minutes

DRAFT

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

June 11, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, June 11, 2026, at 5:00 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
Kristin Holmes	Assistant City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the June 11, 2026 City Council Work Session with a quorum present at 5:08 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 from Barker Rinker Seacat Architecture (BRS) regarding the ExxonMobil Baytown Event Center (EMBEC).

Assistant City Manager Brant Gary introduced the ExxonMobil Baytown Event Center Design Team to the City Council.

Garry Kraus with Parkhill/Graham Associates, presented the ExxonMobil Baytown Event Center's operational steps regarding the design of the new facility moving forward. (Exhibit A)

Director of Public Affairs Thomas Reeves provided an update regarding the IAP2 public participation and upcoming community input opportunities.

Project Manager Melissa Ford with BRS Architecture introduced each member of the BRS team and provided the initial building recommendation layouts to the City Council.

Project Planner Mick Massey provided the public forum community feedback.

Landscape Architecture Jodi House, elaborated on the exterior layout of the facility and enhancements to the area and incorporating the current elements.

Ms. Ford further detailed drawing plans and options of the indoor facility layout.

Library Designer Margaret Sullivan, elaborated on the zoning and layout design for the library building.

Sports Consultant with LT Sports, Larry Auth, presented the national sport participation rate and impact with the new facility for the surrounding areas.

Mr. Kraus requested input from the Mayor and Council Members regarding the design of the EMBEC facility.

Mayor and Council Members provided the following feedback:

- Maintain the elements of the library
- Moderate cost associated with development
- Alternate plan for the open floorplan to accommodate events
- Financial options to address some recommendations

The Mayor and Council Members expressed appreciation for the presentation and BRS teams' feedback.

b. Discuss proposed changes to the Mobile Food Unit Ordinance.

Interim Director of Health Shawn Cochran presented the current policies and how House Bill 2844 affects the Health departments continued involvement with the upcoming revisions of Chapter 42.
(Exhibit B)

Assistant Director of Planning and Development Services Calvin Abram addressed the revisions that affect the City of Baytown zoning in regards to mobile food units.

Mayor and Council Members requested clarification regarding zoning and authority over the mobile food units.

Mr. Abram requested direction from the Mayor and City Council for staff to address.

The Mayor and Council Members provided the following feedback:

- Not permitted in residential areas with exceptions
- Permitted in commercial

Mr. Abram clarified with Council after further discussion, and the overall consensus is to not make any implementations at the moment and will address on a need basis.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the June 11, 2026, City Council Work Session at 6:36 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

June 11, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Regular Joint Meeting on Thursday, June 11, 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 June 11, 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 Mayor/President Charles Johnson.

1. CITIZEN COMMENTS

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

June Stansky, 4601 Driftwood Dr., requested the results from the ExxonMobil Event Center to be published for citizen review and expressed her recommendations regarding the selection process for an assistant city manager.

Troy Whiteneck, 9946 Bayou Woods Dr., expressed his recommendations for funding allocations regarding homelessness in the City of Baytown.

Desiree Klaus, 9026 Blue Star Ln., expressed appreciation regarding the listening tours and noted a decline in crime rates. Ms. Klaus shared her opinions regarding homelessness within the city.

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.

A motion was made by Director Kenrick Griffith and seconded by Vice President Laura Alvarado to approve the minutes from April 23, 2026, and May 14, 2026. 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. 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).

At 7:04 P.M., President Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the Municipal Development Districts (MDD) General Counsel.

At 7:47 P.M., President 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.

3. CITY COUNCIL ITEMS – MINUTES

Mayor Charles Johnson announced Items 3.a., and 3.b., would be taken together.

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.

A motion was made by Council Member Sarah Graham and seconded by Vice President Laura Alvarado to approve the minutes from April 16, 2026, April 23, 2026, and May 14, 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

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

Mayor Charles Johnson accompanied with the library staff presented the Friends of the Library's 75th Anniversary proclamation.

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.

At 7:54 P.M., Mayor Charles Johnson opened the public hearing regarding proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing and proposed limited purpose annexation. (Exhibit A)

Mayor Charles Johnson announced no citizens signed up to speak on the item.

At 7:58 P.M., Mayor Charles Johnson closed the public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

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.

At 7:58 P.M., Mayor Charles Johnson opened the public hearing regarding proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

At 7:59 P.M., Mayor Charles Johnson closed the public hearing regarding proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

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.

Director of Planning and Development Services Martin Scribner, provided a summary of the proposed annexation of 0.998 acres and informed the City Council the dates provided on the presentation slides did not reflect accurate dates, and will be provided to the City Council at a future meeting. (Exhibit B)

A motion was made by Council Member Jacob Powell and seconded by Council Member Mike Lester to approve Resolution No. 3098 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. 3098

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.

7. REPORTS

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

Director of Finance Teresa McKenzie provided a handout of the single audit report for September 30, 2025. (Exhibit C)

Mayor Charles Johnson acknowledged the report was received.

8. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve Items 8.b., thru Item 8.j., with the exception of Item 8.a., and Item 8.e. 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 an ordinance approving Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

Assistant City Manager Brant Gary, provided a summary regarding the amendment with Harris County for Public Transportation Services amendment.

Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr, expressed her appreciation for the continued funding of the bus services, and recommended readdressing potential expansion of the bus services for residents.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve Ordinance No. 16,498 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. 16,498

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.

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

ORDINANCE NO. 16,493

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.

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

ORDINANCE NO. 16,494

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.

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.

RESOLUTION NO. 3099

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.

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.

Council Member Mike Lester shared details regarding the evaluation of potential funding to help residents prevent flooding.

Council Member Kenrick Griffith expressed appreciation to the City Manager and his staff for providing this program to the residents.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 3101, 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

RESOLUTION NO. 3101

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.

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

ORDINANCE NO. 16,495

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE VII, "IN-CITY MUNICIPAL UTILITY DISTRICTS," SECTION 98-703, "CONDITIONS TO CREATION," SUBSECTION 17, OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REMOVE REFERENCES TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY APPROVAL OF, AND RECORDS RELATED TO, BONDS OR NOTES FOR WHICH THE AGENCY HAS NOT ADOPTED RULES REQUIRING REVIEW AND APPROVAL; PROVIDING FOR A PENALTY NOT EXCEEDING FIVE HUNDRED AND NO/100 DOLLARS ($500.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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.

RESOLUTION NO. 3100

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.

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.

ORDINANCE NO. 16,496

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING, SUBJECT TO GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT'S IN (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.

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

ORDINANCE NO. 16,497

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.

9. APPOINTMENTS

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

City Manager Jason Reynolds informed the City Council of his reasoning and provided clarification for appointing a third Assistant City Manager for citizens.

Council Members expressed their appreciation to the assistant city managers and they are looking forward to Mrs. Pruitt's new role within the city managers office.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Mike Lester to approve the appointment of the assistant city manager. 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. 3102

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.

10. MANAGER'S REPORT

- Health Department
  - Hayden Thomason with the Neighborhood Protection Division earned his Code Enforcement Officer license with Texas Department of Licensing and Regulation (TDLR).
  - Karl Gaines with the Mosquito Control Division earned his Noncommercial Political Pesticide Applicator License from the Texas Department of Agriculture.
- Public Works and Engineering (PWE)
  - David Salameh earned his Class A Water Operator License through Texas Commission on Environmental Quality (TCEQ).
  - Manuel "Manny" Coello was selected by his peers as Baytown Area Water Authority (BAWA) Employee of the Quarter.
  - Levay Duncan received multiple compliments from residents regarding his outstanding customer service and responsiveness.
  - Joseph Holmes graduated from the University of Houston Certified Public Manager (CPM) Program.
  - Aaron Fontenot received several compliments from residents regarding his professionalism and customer service.
- Public Affairs

  - The City of Baytown was recognized as a statewide leader in public affairs last week at the Texas Association of Municipal Information Officers conference. The city received the following:
    - 3RD Place in the state for Reynolds on the Record
    - 3RD Place for the Fatherhood Initiative
    - 3RD Place for the Baytown Voice magazine
    - 2ND Place for the recent budget video
    - 1ST Place for the Baytown Breakdown video series
    - 1ST Place for the Baytown Life talent attraction campaign
  - Baytown tied for second place with the most awards at Texas Association of Municipal Information Officers (TAMIO), tying with Round Rock, but beating out Arlington, McKinney, League City, San Antonio, and others.
- Planning and Development Services
  - Building Inspectors Alex Gelmis and Dallas Edwards each earned their residential and commercial plumbing inspector certifications.
  - Juan Mancha, Deputy Building Official, recently took the State of Texas Plumbing Inspector licensing exam and passed on his first attempt. He now has his license in-hand and has already put it to work.
  - The department's building inspectors, permit office staff, and plan reviewers recently received a surprise visit from Colina Homes, who stopped by to thank them for the outstanding service they provide every day. It's always rewarding to receive positive feedback from our customers, and this recognition reflects the professionalism and dedication the team brings to their work.
- Congratulations to all of you for your hard work and commitment. We are extremely proud of your accomplishments and thank you for everything you do!

11. COUNCIL MEMBER DISTRICT REPORT

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

Council Member Jacob Powell reported the current projects, programs and events of District 4:

District 4 continues to see new business development, with the following locations in progress.

- Planning & Development Services
  - Groves Business Park – 9 Buildings in progress and under inspection
  - Cottage Green Multifamily Development – Construction of residential buildings, a swimming pool, and a pickleball court are nearly complete. Construction of phase II is estimated to begin before the end of the year.
  - Baytown Veterinarian Hospital – New building under inspection.
  - Maplewood Industrial – Climate-controlled storage warehouse nearing completion.
  - Baytown Boat, RV & Self Storage – Permit for adding new self-storage buildings to the existing facility.

  - The Texas Heart Center – Remodel permit for the construction of a CT Scan Room, Control Room, and Hot Lab.
- Public Works and Engineering
  - I-10 & Sjolander Improvements: Texas Materials is awaiting City confirmation to remobilize and continue the remaining project work.
  - Upgrades to monitoring and control equipment have been completed at wastewater lift stations, improving system reliability and operational visibility for utility staff.
  - City crews completed electrical panel replacements on Arrowhead and Friars and performed sidewalk repairs along the 4700 block of Iron Wood Drive to improve neighborhood infrastructure and pedestrian accessibility.
- Parks, Recreation, and Tourism
  - Visit Baytown hosted a Southeast Texas Area Regional Tourism (START) meeting in partnership with the Baytown Historical Preservation Association and Pirates Bay Waterpark. The event showcased Baytown's attractions to regional travel counselors, helping strengthen tourism partnerships and increase awareness of local amenities among travelers.
  - Demand for softball at Wayne Gray Sports Complex remains strong, with staff continuing to successfully schedule league and tournament play despite significant weather challenges. The new Sunday softball league has extended its season through late July to make up for weather-related cancellations, and discussions are underway to add an additional tournament beginning in 2027.

Council Member Sarah Graham encouraged residents to go out and watch the Baytown Bulkheads play through the summer at Jenkins Park.

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

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.

At 8:32 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071 to seek the advice of the City's attorneys regarding pending or contemplated litigation.

At 8:55 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 June 11, 2026, Municipal Development District and City Council Regular Joint Meeting at 8:56 P.M.

_____
Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL & MDD MEETING 3. a.

Meeting Date: 07/09/2026

Subject: Minutes of the City Council Work Sessions and City Council Municipal Development District meetings held on June 11, 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 Municipal Development District meetings held on June 11, 2026.

PREFACE

Consider approving the minutes of the City Council Work Sessions and City Council Municipal Development District meetings held on June 11, 2026.

Attachments

Minutes WS
Minutes

DRAFT

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

June 11, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, June 11, 2026, at 5:00 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
Kristin Holmes	Assistant City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the June 11, 2026 City Council Work Session with a quorum present at 5:08 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 from Barker Rinker Seacat Architecture (BRS) regarding the ExxonMobil Baytown Event Center (EMBEC).

Assistant City Manager Brant Gary introduced the ExxonMobil Baytown Event Center Design Team to the City Council.

Garry Kraus with Parkhill/Graham Associates, presented the ExxonMobil Baytown Event Center's operational steps regarding the design of the new facility moving forward. (Exhibit A)

Director of Public Affairs Thomas Reeves provided an update regarding the IAP2 public participation and upcoming community input opportunities.

Project Manager Melissa Ford with BRS Architecture introduced each member of the BRS team and provided the initial building recommendation layouts to the City Council.

Project Planner Mick Massey provided the public forum community feedback.

Landscape Architecture Jodi House, elaborated on the exterior layout of the facility and enhancements to the area and incorporating the current elements.

Ms. Ford further detailed drawing plans and options of the indoor facility layout.

Library Designer Margaret Sullivan, elaborated on the zoning and layout design for the library building.

Sports Consultant with LT Sports, Larry Auth, presented the national sport participation rate and impact with the new facility for the surrounding areas.

Mr. Kraus requested input from the Mayor and Council Members regarding the design of the EMBEC facility.

Mayor and Council Members provided the following feedback:

- Maintain the elements of the library
- Moderate cost associated with development
- Alternate plan for the open floorplan to accommodate events
- Financial options to address some recommendations

The Mayor and Council Members expressed appreciation for the presentation and BRS teams' feedback.

b. Discuss proposed changes to the Mobile Food Unit Ordinance.

Interim Director of Health Shawn Cochran presented the current policies and how House Bill 2844 affects the Health departments continued involvement with the upcoming revisions of Chapter 42.
(Exhibit B)

Assistant Director of Planning and Development Services Calvin Abram addressed the revisions that affect the City of Baytown zoning in regards to mobile food units.

Mayor and Council Members requested clarification regarding zoning and authority over the mobile food units.

Mr. Abram requested direction from the Mayor and City Council for staff to address.

The Mayor and Council Members provided the following feedback:

- Not permitted in residential areas with exceptions
- Permitted in commercial

Mr. Abram clarified with Council after further discussion, and the overall consensus is to not make any implementations at the moment and will address on a need basis.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the June 11, 2026, City Council Work Session at 6:36 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

June 11, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Regular Joint Meeting on Thursday, June 11, 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 June 11, 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 Mayor/President Charles Johnson.

1. CITIZEN COMMENTS

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

June Stansky, 4601 Driftwood Dr., requested the results from the ExxonMobil Event Center to be published for citizen review and expressed her recommendations regarding the selection process for an assistant city manager.

Troy Whiteneck, 9946 Bayou Woods Dr., expressed his recommendations for funding allocations regarding homelessness in the City of Baytown.

Desiree Klaus, 9026 Blue Star Ln., expressed appreciation regarding the listening tours and noted a decline in crime rates. Ms. Klaus shared her opinions regarding homelessness within the city.

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.

A motion was made by Director Kenrick Griffith and seconded by Vice President Laura Alvarado to approve the minutes from April 23, 2026, and May 14, 2026. 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. 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).

At 7:04 P.M., President Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the Municipal Development Districts (MDD) General Counsel.

At 7:47 P.M., President 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.

3. CITY COUNCIL ITEMS – MINUTES

Mayor Charles Johnson announced Items 3.a., and 3.b., would be taken together.

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.

A motion was made by Council Member Sarah Graham and seconded by Vice President Laura Alvarado to approve the minutes from April 16, 2026, April 23, 2026, and May 14, 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

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

Mayor Charles Johnson accompanied with the library staff presented the Friends of the Library's 75th Anniversary proclamation.

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.

At 7:54 P.M., Mayor Charles Johnson opened the public hearing regarding proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing and proposed limited purpose annexation. (Exhibit A)

Mayor Charles Johnson announced no citizens signed up to speak on the item.

At 7:58 P.M., Mayor Charles Johnson closed the public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

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.

At 7:58 P.M., Mayor Charles Johnson opened the public hearing regarding proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

At 7:59 P.M., Mayor Charles Johnson closed the public hearing regarding proposed limited purpose annexation through a strategic partnership agreement for approximately 356.99 acres of land.

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.

Director of Planning and Development Services Martin Scribner, provided a summary of the proposed annexation of 0.998 acres and informed the City Council the dates provided on the presentation slides did not reflect accurate dates, and will be provided to the City Council at a future meeting. (Exhibit B)

A motion was made by Council Member Jacob Powell and seconded by Council Member Mike Lester to approve Resolution No. 3098 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. 3098

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.

7. REPORTS

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

Director of Finance Teresa McKenzie provided a handout of the single audit report for September 30, 2025. (Exhibit C)

Mayor Charles Johnson acknowledged the report was received.

8. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve Items 8.b., thru Item 8.j., with the exception of Item 8.a., and Item 8.e. 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 an ordinance approving Amendment No. 19 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

Assistant City Manager Brant Gary, provided a summary regarding the amendment with Harris County for Public Transportation Services amendment.

Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr, expressed her appreciation for the continued funding of the bus services, and recommended readdressing potential expansion of the bus services for residents.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve Ordinance No. 16,498 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. 16,498

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.

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

ORDINANCE NO. 16,493

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.

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

ORDINANCE NO. 16,494

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.

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.

RESOLUTION NO. 3099

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.

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.

Council Member Mike Lester shared details regarding the evaluation of potential funding to help residents prevent flooding.

Council Member Kenrick Griffith expressed appreciation to the City Manager and his staff for providing this program to the residents.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 3101, 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

RESOLUTION NO. 3101

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.

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

ORDINANCE NO. 16,495

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE VII, "IN-CITY MUNICIPAL UTILITY DISTRICTS," SECTION 98-703, "CONDITIONS TO CREATION," SUBSECTION 17, OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REMOVE REFERENCES TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY APPROVAL OF, AND RECORDS RELATED TO, BONDS OR NOTES FOR WHICH THE AGENCY HAS NOT ADOPTED RULES REQUIRING REVIEW AND APPROVAL; PROVIDING FOR A PENALTY NOT EXCEEDING FIVE HUNDRED AND NO/100 DOLLARS ($500.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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.

RESOLUTION NO. 3100

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.

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.

ORDINANCE NO. 16,496

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING, SUBJECT TO GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT'S IN (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.

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

ORDINANCE NO. 16,497

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.

9. APPOINTMENTS

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

City Manager Jason Reynolds informed the City Council of his reasoning and provided clarification for appointing a third Assistant City Manager for citizens.

Council Members expressed their appreciation to the assistant city managers and they are looking forward to Mrs. Pruitt's new role within the city managers office.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Mike Lester to approve the appointment of the assistant city manager. 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. 3102

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.

10. MANAGER'S REPORT

- Health Department
  - Hayden Thomason with the Neighborhood Protection Division earned his Code Enforcement Officer license with Texas Department of Licensing and Regulation (TDLR).
  - Karl Gaines with the Mosquito Control Division earned his Noncommercial Political Pesticide Applicator License from the Texas Department of Agriculture.
- Public Works and Engineering (PWE)
  - David Salameh earned his Class A Water Operator License through Texas Commission on Environmental Quality (TCEQ).
  - Manuel "Manny" Coello was selected by his peers as Baytown Area Water Authority (BAWA) Employee of the Quarter.
  - Levay Duncan received multiple compliments from residents regarding his outstanding customer service and responsiveness.
  - Joseph Holmes graduated from the University of Houston Certified Public Manager (CPM) Program.
  - Aaron Fontenot received several compliments from residents regarding his professionalism and customer service.
- Public Affairs

  - The City of Baytown was recognized as a statewide leader in public affairs last week at the Texas Association of Municipal Information Officers conference. The city received the following:
    - 3RD Place in the state for Reynolds on the Record
    - 3RD Place for the Fatherhood Initiative
    - 3RD Place for the Baytown Voice magazine
    - 2ND Place for the recent budget video
    - 1ST Place for the Baytown Breakdown video series
    - 1ST Place for the Baytown Life talent attraction campaign
  - Baytown tied for second place with the most awards at Texas Association of Municipal Information Officers (TAMIO), tying with Round Rock, but beating out Arlington, McKinney, League City, San Antonio, and others.
- Planning and Development Services
  - Building Inspectors Alex Gelmis and Dallas Edwards each earned their residential and commercial plumbing inspector certifications.
  - Juan Mancha, Deputy Building Official, recently took the State of Texas Plumbing Inspector licensing exam and passed on his first attempt. He now has his license in-hand and has already put it to work.
  - The department's building inspectors, permit office staff, and plan reviewers recently received a surprise visit from Colina Homes, who stopped by to thank them for the outstanding service they provide every day. It's always rewarding to receive positive feedback from our customers, and this recognition reflects the professionalism and dedication the team brings to their work.
- Congratulations to all of you for your hard work and commitment. We are extremely proud of your accomplishments and thank you for everything you do!

11. COUNCIL MEMBER DISTRICT REPORT

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

Council Member Jacob Powell reported the current projects, programs and events of District 4:

District 4 continues to see new business development, with the following locations in progress.

- Planning & Development Services
  - Groves Business Park – 9 Buildings in progress and under inspection
  - Cottage Green Multifamily Development – Construction of residential buildings, a swimming pool, and a pickleball court are nearly complete. Construction of phase II is estimated to begin before the end of the year.
  - Baytown Veterinarian Hospital – New building under inspection.
  - Maplewood Industrial – Climate-controlled storage warehouse nearing completion.
  - Baytown Boat, RV & Self Storage – Permit for adding new self-storage buildings to the existing facility.

  - The Texas Heart Center – Remodel permit for the construction of a CT Scan Room, Control Room, and Hot Lab.
- Public Works and Engineering
  - I-10 & Sjolander Improvements: Texas Materials is awaiting City confirmation to remobilize and continue the remaining project work.
  - Upgrades to monitoring and control equipment have been completed at wastewater lift stations, improving system reliability and operational visibility for utility staff.
  - City crews completed electrical panel replacements on Arrowhead and Friars and performed sidewalk repairs along the 4700 block of Iron Wood Drive to improve neighborhood infrastructure and pedestrian accessibility.
- Parks, Recreation, and Tourism
  - Visit Baytown hosted a Southeast Texas Area Regional Tourism (START) meeting in partnership with the Baytown Historical Preservation Association and Pirates Bay Waterpark. The event showcased Baytown's attractions to regional travel counselors, helping strengthen tourism partnerships and increase awareness of local amenities among travelers.
  - Demand for softball at Wayne Gray Sports Complex remains strong, with staff continuing to successfully schedule league and tournament play despite significant weather challenges. The new Sunday softball league has extended its season through late July to make up for weather-related cancellations, and discussions are underway to add an additional tournament beginning in 2027.

Council Member Sarah Graham encouraged residents to go out and watch the Baytown Bulkheads play through the summer at Jenkins Park.

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

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.

At 8:32 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071 to seek the advice of the City's attorneys regarding pending or contemplated litigation.

At 8:55 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 June 11, 2026, Municipal Development District and City Council Regular Joint Meeting at 8:56 P.M.

_____
Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL & MDD MEETING 5. a.

Meeting Date: 07/09/2026
Subject: Public Hearing for a 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

Conduct a public hearing regarding the proposed voluntary annexation of approximately 0.998 acres at 8220 North State Highway 146 (SH 146).

PREFACE

This public hearing is regarding the petition by Gilbreath & Company for the annexation of approximately 0.998 acres at 8220 North SH 146, located on the east side of SH 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.

On June 11, 2026, City Council approved a resolution granting the petition and directing staff to create a service plan for the area. Annexation is requested to obtain City services for future construction of a small vehicle repair establishment specializing in oil changes. An application to zone this property to the General Commercial (GC) Zoning District is processing concurrently.

The supporting documents are attached for review.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
This item has no fiscal impact at this time.

Attachments

Annexation Petition
Vicinity Map
City Limit Map
Staff Report and Service Plan Summary

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.

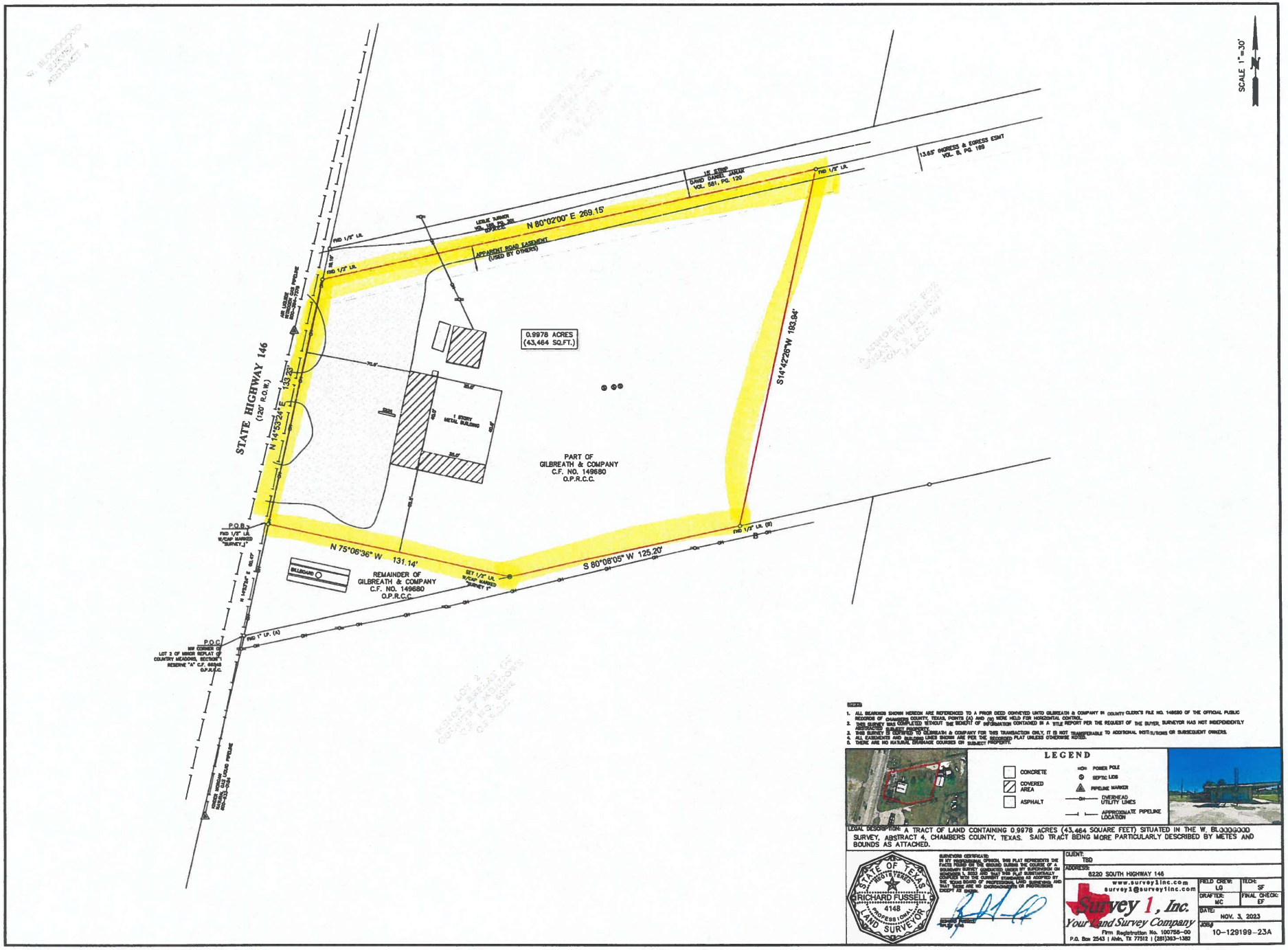
Given under my hand and seal of office on this 7th day of April 2026.

(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.

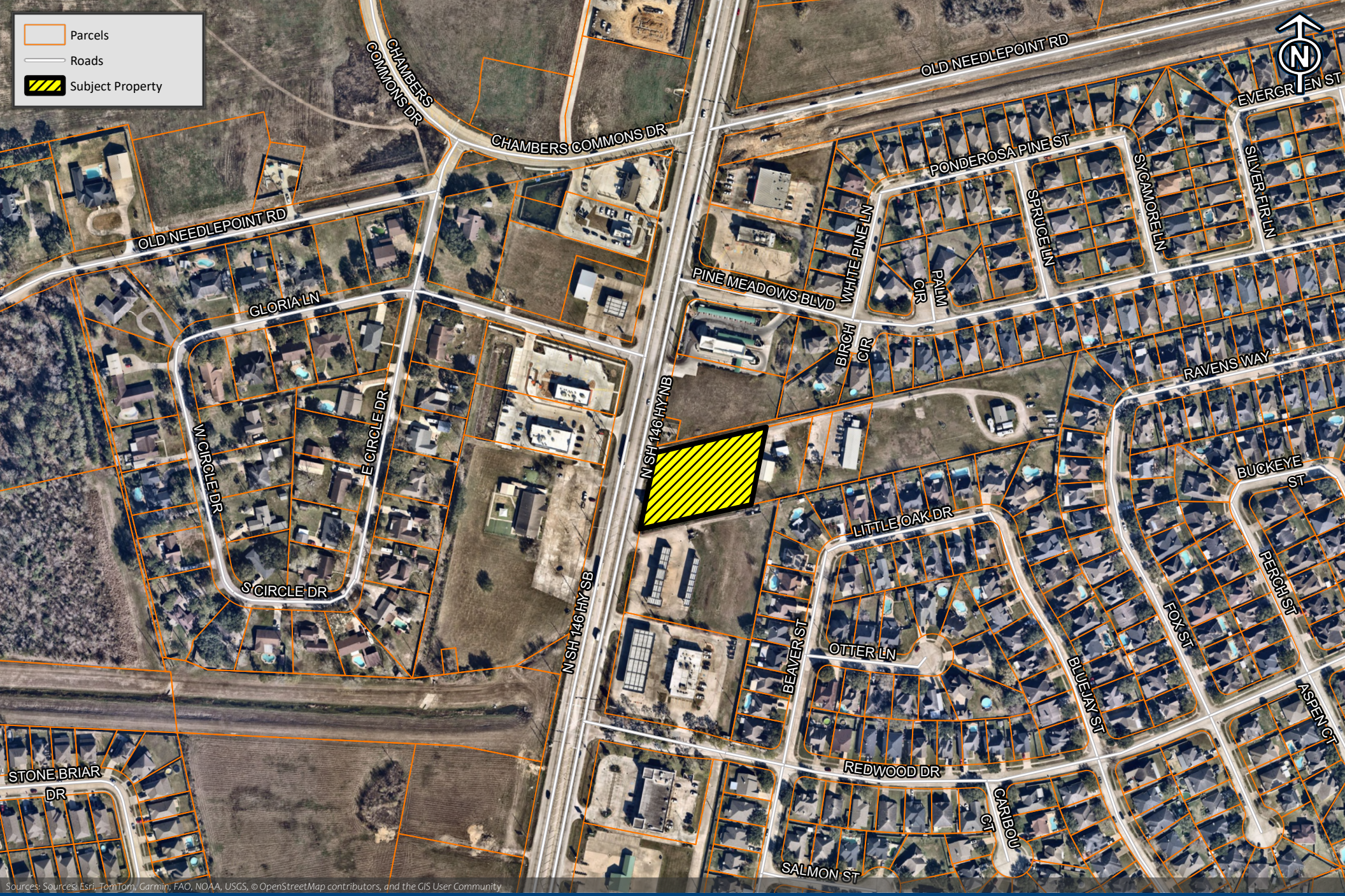
RICHARD FUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR

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



Annexation

8220 North State Highway 146

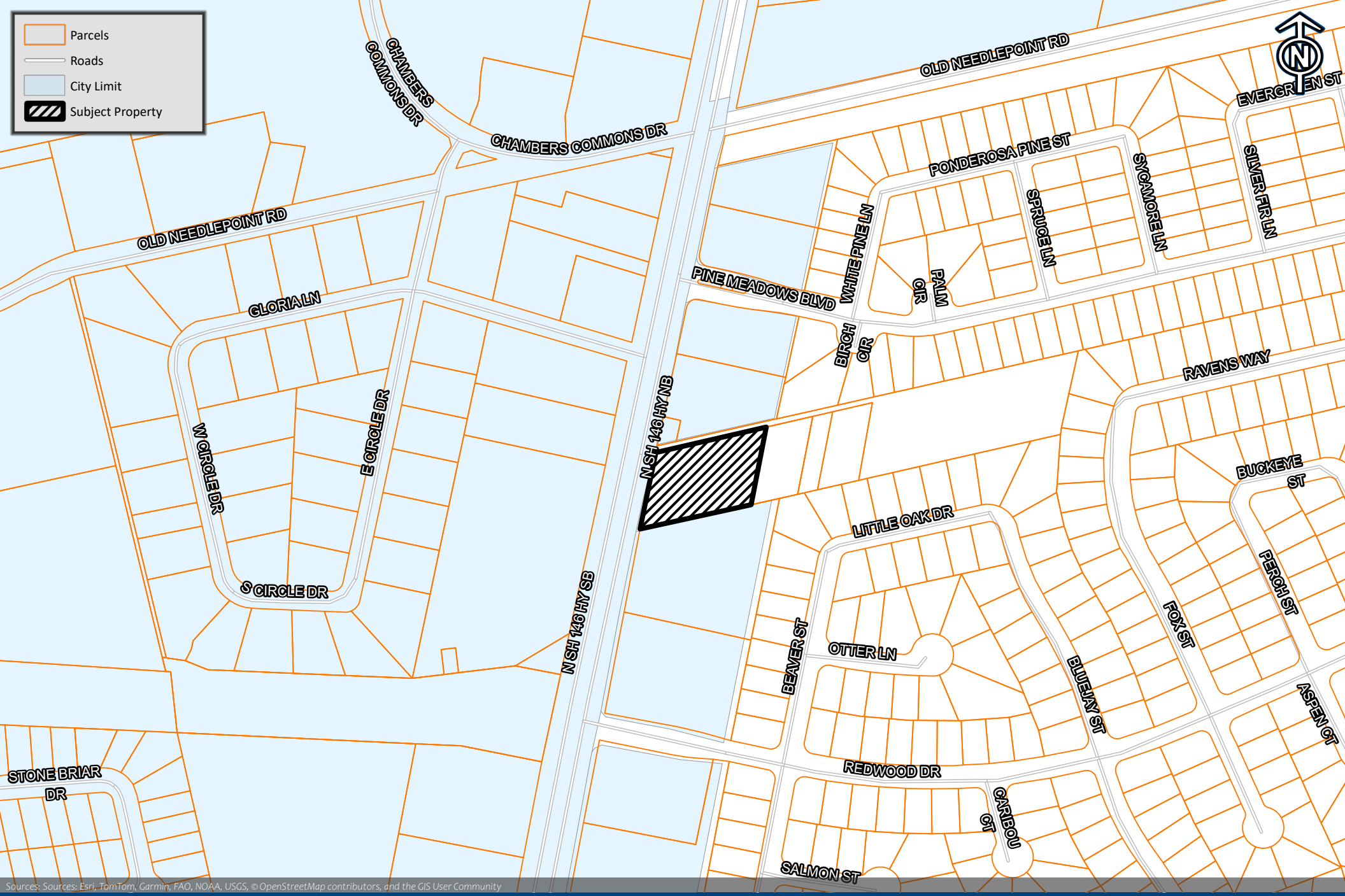
Approximately 0.998 acres

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



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

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 of Baytown

Annexation

Staff Report

July 9, 2026

Plan Number: ZR26040007

Address: 8220 North State Highway 146

Requested Action: Expand the municipal boundaries of the City of Baytown via voluntary annexation of approximately 0.998 acres

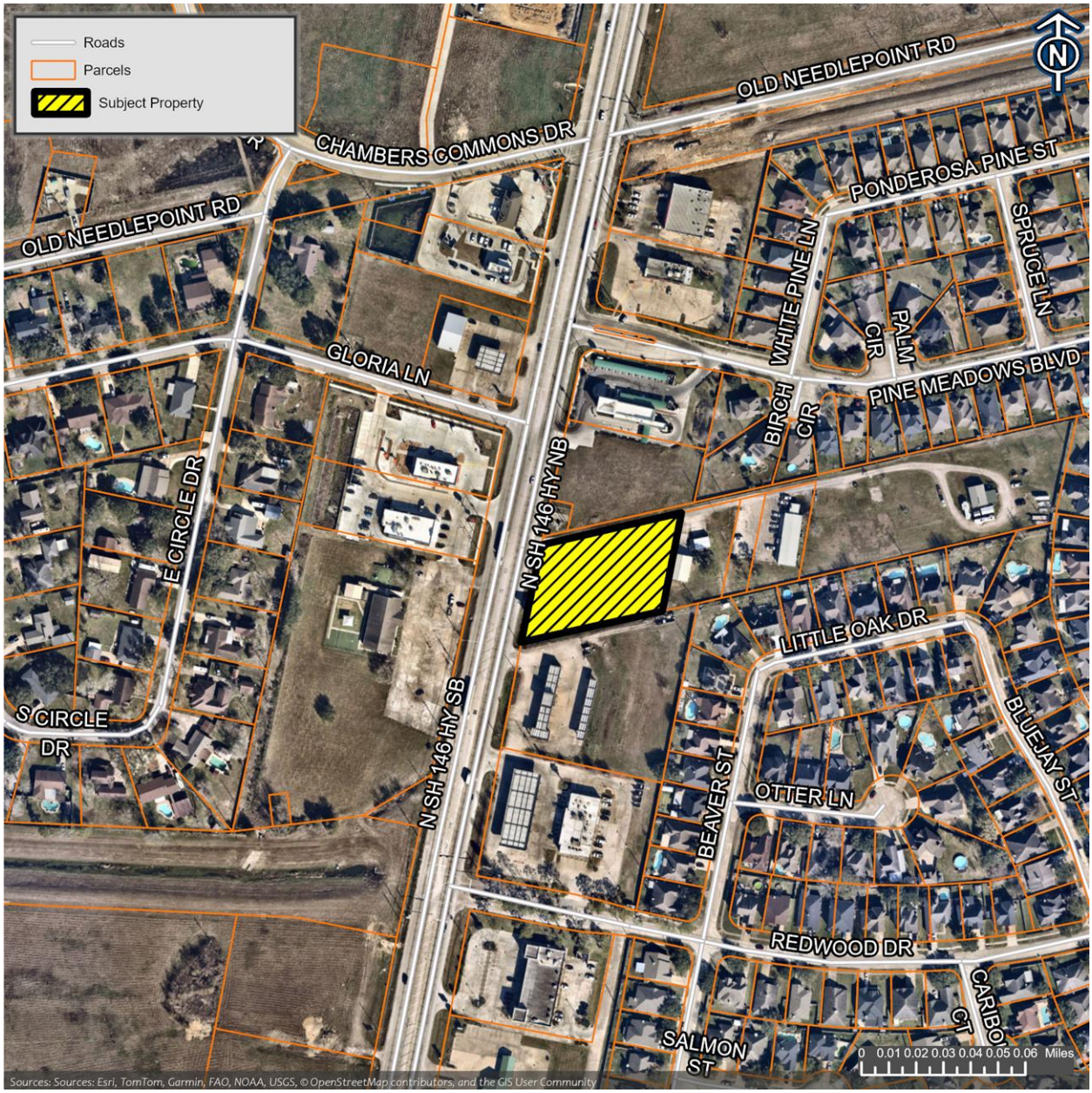
Applicant: Wendy Hilliard, Bohler Engineering

Public Notification: On June 25, 2026, notice was published in the *Baytown Sun*; posted on the City of Baytown website and at City Hall

Subject Property: Approximately 0.998 acres, located at 8220 North State Highway 146, Chambers County, Texas (Chambers Parcel Number(s) 8673)

Legal Description: Tract 110-A-0**,** William Bloodgood Abstract 4

Parcel Information:
Current Use: Abandoned auto parts sales
Proposed Use: Express Oil Change
Future Land Use (FLU): Neighborhood-Scale Commercial



Vicinity Map

Purpose of the Annexation:
The applicant is requesting annexation into the City of Baytown jurisdiction to obtain City services for development of an automotive repair establishment specializing in automotive services such as oil changes, brake replacement and tire rotation. A Zoning Map Amendment (ZMA) application requesting to rezone the property to the General Commercial (GC) Zoning District, also submitted by the applicant, is processing concurrently with this annexation request. Upon annexation, the subject property will be governed by the standards required by the City of Baytown.

Existing Conditions:
An existing structure on the subject property once housed a retail automotive parts establishment, but has been unoccupied since 2023. The developer's intent is to demolish the

structure and construct a new facility for an automotive repair business focused on routine services such as oil changes. Annexation of the property will allow for a streamlined platting and development process that adheres to the standards administered by the City of Baytown.

Adjacent Land Use:

	North	***South***	***East***	***West***
Zoning Designation	General Commercial (GC)	General Commercial (GC)	Extraterritorial Jurisdiction (ETJ)	State Highway 146
Land Use	Vacant	Self-serve Carwash	Candle shop	State Highway 146

Comprehensive Plan Land Use Designation

The Baytown 2040 Comprehensive Plan is a policy document that sets forth the City's long-range planning and provides guidance for decisions related to the City's zoning map (zone change requests, variance applications, etc.). The Future Land Use Map (FLUM) graphically illustrates general future land uses based upon the recommendations made throughout the City's Comprehensive Plan. The FLUM designates the subject property as Neighborhood-Scale Commercial (NSC).

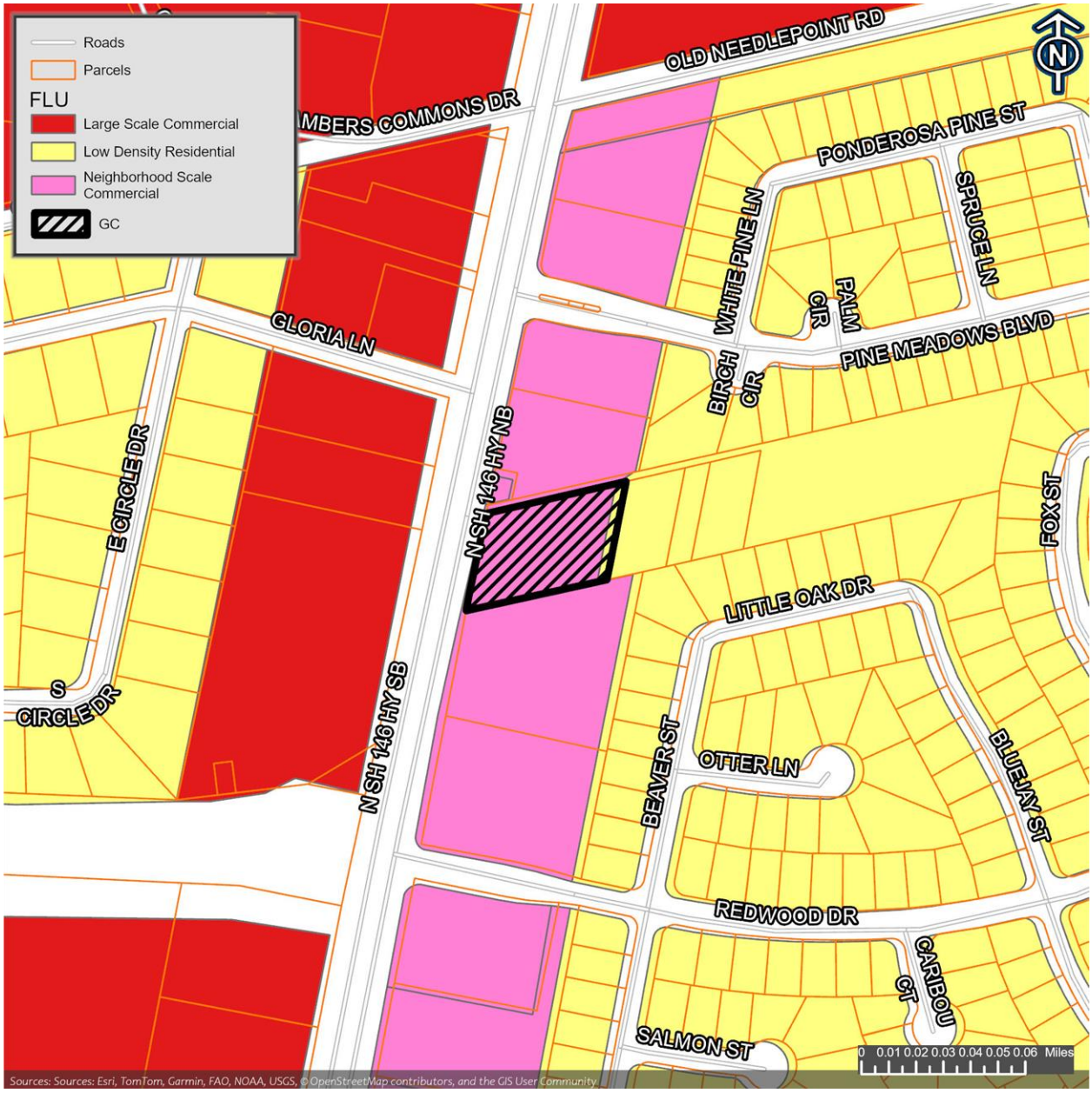
Primary land use types in the Neighborhood-Scale Commercial (NSC) designation are typically small commercial uses on fewer than three acres. Retail, office space, service establishments and restaurants are appropriate for NSC provided they are compatible with the scale, design and intensity of surrounding uses. Nearby businesses include two fueling stations with convenience stores, a self-serve and a full-service carwash, fast-food restaurants, and an automotive parts store. The proposed development is compatible with the surrounding uses.

The subject property meets the location criteria listed in the Comprehensive Plan for NSC as it is near the entrance of two residential developments and is an extension of an established commercial area that does not conflict with adjacent residential uses. Annexation and development at the proposed location also meets the following Goals of the Comprehensive Plan:

LUD1: A fiscally sustainable growth development pattern that considers the implications of new growth on infrastructure.
LUD2: A focus on quality development expectations for both new development and redevelopment.
GC1: A pattern of development that manages growth in a way that adds value to the city, serves the needs of residents and businesses and minimizes adverse impacts on the environment.

The proposed annexation supports fiscally-responsible use of existing infrastructure as the necessary utilities and roadway are in place; the addition of one business will have negligible impact on those resources. Future development will be required to meet all applicable codes and mitigate any possible adverse impacts to the environment, resulting in a quality development that adds value to the City and its citizens. Annexing the subject property closes a gap in the City's

boundary and facilitates infill development of a site that has been vacant at least three years, which improves the economic and aesthetic character of the area.



FLUM

1. Will the annexation of the subject area protect the best interest, health, safety and welfare of the public in general?

Annexation of the subject area will not have an adverse impact on the general welfare of the public or service delivery to the area. On the contrary, bringing the site into the City's limits will provide the opportunity for fiscally-responsible utilization of existing infrastructure, promote the redevelopment of a vacant property and establish a business that provides a service and contributes to the tax base.

2. What is the relation of the proposed change to the City's Comprehensive Plan?
This proposed action is directly aligned with several of the goals of the Comprehensive Plan, is beneficial to Baytown's citizens and prudent in consideration of the City's resources. A small-scale business, on fewer than three acres, located within an existing commercial area, and with close proximity to rooftops, is the type of development encouraged by the Comprehensive Plan. The extension of the City's boundaries and proposed GC zoning district follow the tenets of the Comprehensive Plan to promote fiscally-responsible development that adds value to the lives of its citizens with minimal impact on the existing natural environment.

3. What effect will the annexation have upon the natural environment, social and economic conditions, and property values in the vicinity and in the City as a whole?
The proposed annexation would close a gap in the City's jurisdictional boundary, ensure that development is consistent with other development in the City, provide for infill development, and add to the tax base without a discernable drain on City resources. Any subsequent development will have to meet all City Ordinances and Codes; therefore, minimizing possible adverse impact to the natural environment. New, quality development improves economic conditions and often spurs additional development and redevelopment which has a positive impact on social and economic conditions as well as property values.

Service Plan Summary:

Building Division: The proposed annexation will have no impact on services.

Fire Department: The subject property of the proposed annexation will be assigned to District 6. Annexation and development of this property will not affect existing response times.

Health Department: The subject property of the proposed annexation will be assigned to Service Area 3. Annexation and development of this property will not affect existing response times.

Parks and Recreation Department: The subject property right-of-way adjacent to the proposed annexation will be maintained utilizing a mowing contractor, so no impact is anticipated to Parks and Recreation Department staff.

Police Department: The subject property of the proposed annexation will be assigned to Zone 3. The proposed annexation will have minimal effect on existing response times.

Public Works and Engineering Department: The subject property of the proposed annexation will be assigned to Zone 1. Annexation and development of this property will not affect existing response times.

Utility Billing Department: The subject properties of the proposed annexation will be assigned to Zone 3 - Route 440. Annexation and development of this property will not affect existing response times.

Staff Recommendation:
Staff recommends approval of the proposed annexation.

CITY COUNCIL & MDD MEETING 6. a.

Meeting Date: 07/09/2026

Subject: First Public Hearing: Regarding the 1st Amendment to the Strategic Partnership Agreement Related to a Limited Purpose Annexation - HARRIS COUNTY MUD NO. 213-A

Prepared for: Kristin Holmes, Legal **Prepared by:** Kristin Holmes, Legal

Department: Legal

Information

ITEM

Conduct the first public hearing regarding the First Amendment to the Strategic Partnership Agreement related to a limited purpose annexation with Harris County Municipal Utility District No. 213-A.

PREFACE

This is the first public hearing regarding the first amendment to the Strategic Partnership Agreement between the City of Baytown and Harris County Municipal Utility District No. 213-A. Pursuant to City Ordinance No. 13,993, the City and the District entered into a Strategic Partnership Agreement, effective as of January 24, 2019 (the "Original Agreement"). The District has since annexed an additional land into the District via an Order Adding Land and Redefining Boundaries dated January 25, 2023. The City and the District now desire to amend the Original Agreement to revise the definition of "Property" as used in the agreement to all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District.

Notice of this public hearing was published in the June 21, 2026, issue of The Baytown Sun and posted on the City of Baytown's notice board and website also on June 18, 2026.

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 at this time.

Attachments

First Amendment to SPA with Harris County MUD 213-A

FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT

This FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT (this "First Amendment") is entered into effective this ___ day of _____, 2026 (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 HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A, a conservation and reclamation district created pursuant to Section 59 of Article XVI of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended (the "District"). The City and the District may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, pursuant to City Ordinance No. 13,993, the City and the District entered into that certain Strategic Partnership Agreement entered into effective as of January 24, 2019 (the "Original Agreement");

WHEREAS, the District annexed 378.34 acres of land by that certain Order Adding Land and Redefining Boundaries dated January 25, 2023;

WHEREAS, the City and the District desire to amend the Original Agreement to revise the definition of "Property" to all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the District agree as follows:

AGREEMENT

The Original Agreement is hereby amended as follows:

1. Definition of the "Property". Paragraph 1 of the Recitals is hereby amended, restated, and replaced, in its entirety, by the following:

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 964.066 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property"), together with any additional land that may be hereafter annexed into the District.

2. Exhibit A Replaced. Exhibit "A" of the Original Agreement is hereby deleted and replaced with Exhibit "A" of this First Amendment, which depicts the current boundaries of the District as of the Effective Date of this First Amendment.

3. Applicability to Future Annexed Property. The terms and conditions of the Original Agreement, as amended hereby, shall apply to the Property, which shall include the additional land of 378.34 acres and any land the District may annex in the future. Any such land shall automatically be deemed included within the definition of "Property" for all purposes under the Original Agreement upon the effective date of such annexation, without further amendment of the Original Agreement.

4. Construction. In the event of any inconsistency between any term or provision of the Original Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Original Agreement shall be deemed amended to be consistent herewith.

5. Defined Terms. Defined terms contained herein shall have the meaning in the Original Agreement unless otherwise specifically provided herein.

6. Full Force and Effect of the Original Agreement. Except as expressly amended and modified by this First Amendment, the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment in multiple copies, each of equal dignity, as of the Effective Date.

HARRIS COUNTY MUNICIPAL UTILITLY DISTRICT NO. 213-A

By: _____
Name: _____
Title: _____

(ATTEST)

By: _____
Name: _____
Title: _____

(SEAL)

[SIGNATURE PAGE CONTINUES]

CITY OF BAYTOWN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Harris County MUD 213-A
964.066 Acres

Talcott Patching Survey, A- 620
George Ellis Survey, A-21

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 964.066 acres of land situated in the Talcott Patching Survey, Abstract No. 620 and the George Ellis Survey, Abstract No. 21, in Harris County, Texas, including all of the called 571.898 and 13.860 acres described in House Bill 3925 as Harris County MUD 213-A and filled under County Document Number 83R 8247 RWG-F; said 964.066 acres being more particularly described in three tracts as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

TRACT 1
585.758 ACRES

BEGINNING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 4640.76 feet to a point for corner;

THENCE, South 79 Degrees 05 Minutes 54 Seconds West, departing said common line, a distance of 1002.24 feet to a point for corner;

THENCE, South 00 Degrees 47 Minutes 54 Seconds West, a distance of 700.00 feet to a point for corner;

THENCE, South 89 Degrees 12 Minutes 07 Seconds East, a distance of 1168.47 feet to a point in the westerly line of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said westerly line, a distance of 2043.92 feet to the southeast corner of said 571.898 acres;

THENCE, South 76 Degrees 45 Minutes 18 Seconds West, with the southerly line of said 571.898 acres, a distance of 797.79 feet to a point for corner;

THENCE, North 10 Degrees 41 Minutes 11 Seconds West, departing said southerly line, a distance of 18.57 feet to a point in the northerly right-of-way line of Wallisville Road (right-of-way varies);

THENCE, North 77 Degrees 08 Minutes 13 Seconds East, with said northerly right-of-way line, a distance of 772.43 feet to a point for corner;

THENCE, North 33 Degrees 09 Minutes 33 Seconds East, a distance of 21.59 feet to a point in the westerly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said westerly right-of-way line, a distance of 1870.53 feet to a point for corner;

THENCE, South 82 Degrees 25 Minutes 21 Seconds West, departing said westerly right-of-way line, a distance of 32.30 feet to a point for corner;

THENCE, North 89 Degrees 11 Minutes 45 Seconds West, a distance of 2147.85 feet to a point for corner;

THENCE, South 76 Degrees 25 Minutes 12 Seconds West, a distance of 505.26 feet to a point for corner;

THENCE, South 63 Degrees 02 Minutes 54 Seconds West, a distance of 27.05 feet to a point for corner;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2483.11 feet to a point in the northerly right-of-way line of said Wallisville Road;

THENCE, South 86 Degrees 59 Minutes 24 Seconds West, with said northerly right-of-way line, a distance of 2070.93 feet to a point in the easterly right-of-way line of said Haney Road;

THENCE, North 12 Degrees 55 Minutes 36 Seconds West, with said easterly right-of-way line, a distance of 6843.50 feet to the beginning of a curve to the left;

THENCE, with said easterly right-of-way line and curve turning to the left, having a radius of 919.82 feet, a chord bearing of North 27 Degrees 42 Minutes 24 Seconds West, a chord length of 469.30 feet and an arc length of 474.55 feet to the **POINT OF BEGINNING OF TRACT 1, CONTAINING** 585.758 acres of land.

TRACT 2
299.356 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road and being the **POINT OF BEGINNING** of the herein described Tract 2;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet to a point for corner;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet to a point for corner;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet to a point for corner;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 3299.10 feet to a point for corner;

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, a distance of 1351.57 feet to a point for corner;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, a distance of 1263.83 feet to a point for corner;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, a distance of 654.32 feet to a point for corner;

THENCE, South 77 Degrees 48 Minutes 55 Seconds West, a distance of 2418.91 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said right-of-way line, a distance of 1849.17 feet to the **POINT OF BEGINNING OF TRACT 2, CONTAINING** 299.356 acres of land.

TRACT 3
78.952 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 1581.61 feet;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, over and across said right-of-way, a distance of 60 feet to a point in the easterly right-of-way line of said North Main Street and being the **POINT OF BEGINNING** of the herein described Tract 3;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, a distance of 2623.57 feet to a;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, a distance of 270.49 feet to a;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, a distance of 2618.71 feet to a point 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 right-of-way line, a distance of 784.17 feet to a;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, a distance of 5241.73 feet to a point in the easterly right-of-way line of said North Main Street.

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said right-of-way line, a distance of 523.40 feet to the **POINT OF BEGINNING OF TRACT 3, CONTAINING** 78.952 acres of land and together with Tracts 2 and 3 described above, containing an overall total of 964.066 acres in Harris County, Texas, as shown on Drawing No. 11216F R4 in the office of Quiddity in Bellaire, 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.

04/23/23

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

Quiddity
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 1004610



CITY COUNCIL & MDD MEETING 6. b.

Meeting Date: 07/09/2026

Subject: Second Public Hearing: Regarding 1st Amendment to Strategic Partnership Agreement Related to a Limited Purpose Annexation - HARRIS COUNTY MUD NO. 213-A

Prepared for: Kristin Holmes, Legal **Prepared by:** Kristin Holmes, Legal

Department: Legal

Information

ITEM

Conduct the second public hearing regarding the First Amendment to the Strategic Partnership Agreement related to a limited purpose annexation with Harris County Municipal Utility District No. 213-A.

PREFACE

This is the second public hearing regarding the First Amendment to the Strategic Partnership Agreement between the City of Baytown and Harris County Municipal Utility District No. 213-A. Pursuant to City Ordinance No. 13,993, the City and the District entered into a Strategic Partnership Agreement, effective as of January 24, 2019 (the "Original Agreement"). The District has since annexed an additional land into the District via an Order Adding Land and Redefining Boundaries dated January 25, 2023. The City and the District now desire to amend the Original Agreement to revise the definition of "Property" as used in the agreement to include all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District.

Notice of this public hearing was published in the June 21, 2026, issue of The Baytown Sun and posted on the City of Baytown's notice board and website also on June 18, 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

First Amendment to SPA with Harris County MUD 213-A

FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT

This FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT (this "First Amendment") is entered into effective this ___ day of _____, 2026 (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 HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A, a conservation and reclamation district created pursuant to Section 59 of Article XVI of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended (the "District"). The City and the District may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, pursuant to City Ordinance No. 13,993, the City and the District entered into that certain Strategic Partnership Agreement entered into effective as of January 24, 2019 (the "Original Agreement");

WHEREAS, the District annexed 378.34 acres of land by that certain Order Adding Land and Redefining Boundaries dated January 25, 2023;

WHEREAS, the City and the District desire to amend the Original Agreement to revise the definition of "Property" to all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the District agree as follows:

AGREEMENT

The Original Agreement is hereby amended as follows:

1. Definition of the "Property". Paragraph 1 of the Recitals is hereby amended, restated, and replaced, in its entirety, by the following:

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 964.066 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property"), together with any additional land that may be hereafter annexed into the District.

2. Exhibit A Replaced. Exhibit "A" of the Original Agreement is hereby deleted and replaced with Exhibit "A" of this First Amendment, which depicts the current boundaries of the District as of the Effective Date of this First Amendment.

3. Applicability to Future Annexed Property. The terms and conditions of the Original Agreement, as amended hereby, shall apply to the Property, which shall include the additional land of 378.34 acres and any land the District may annex in the future. Any such land shall automatically be deemed included within the definition of "Property" for all purposes under the Original Agreement upon the effective date of such annexation, without further amendment of the Original Agreement.

4. Construction. In the event of any inconsistency between any term or provision of the Original Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Original Agreement shall be deemed amended to be consistent herewith.

5. Defined Terms. Defined terms contained herein shall have the meaning in the Original Agreement unless otherwise specifically provided herein.

6. Full Force and Effect of the Original Agreement. Except as expressly amended and modified by this First Amendment, the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment in multiple copies, each of equal dignity, as of the Effective Date.

HARRIS COUNTY MUNICIPAL UTILITLY DISTRICT NO. 213-A

By: _____
Name: _____
Title: _____

(ATTEST)

By: _____
Name: _____
Title: _____

(SEAL)

[SIGNATURE PAGE CONTINUES]

CITY OF BAYTOWN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Harris County MUD 213-A
964.066 Acres

Talcott Patching Survey, A- 620
George Ellis Survey, A-21

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 964.066 acres of land situated in the Talcott Patching Survey, Abstract No. 620 and the George Ellis Survey, Abstract No. 21, in Harris County, Texas, including all of the called 571.898 and 13.860 acres described in House Bill 3925 as Harris County MUD 213-A and filled under County Document Number 83R 8247 RWG-F; said 964.066 acres being more particularly described in three tracts as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

TRACT 1
585.758 ACRES

BEGINNING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 4640.76 feet to a point for corner;

THENCE, South 79 Degrees 05 Minutes 54 Seconds West, departing said common line, a distance of 1002.24 feet to a point for corner;

THENCE, South 00 Degrees 47 Minutes 54 Seconds West, a distance of 700.00 feet to a point for corner;

THENCE, South 89 Degrees 12 Minutes 07 Seconds East, a distance of 1168.47 feet to a point in the westerly line of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said westerly line, a distance of 2043.92 feet to the southeast corner of said 571.898 acres;

THENCE, South 76 Degrees 45 Minutes 18 Seconds West, with the southerly line of said 571.898 acres, a distance of 797.79 feet to a point for corner;

THENCE, North 10 Degrees 41 Minutes 11 Seconds West, departing said southerly line, a distance of 18.57 feet to a point in the northerly right-of-way line of Wallisville Road (right-of-way varies);

THENCE, North 77 Degrees 08 Minutes 13 Seconds East, with said northerly right-of-way line, a distance of 772.43 feet to a point for corner;

THENCE, North 33 Degrees 09 Minutes 33 Seconds East, a distance of 21.59 feet to a point in the westerly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said westerly right-of-way line, a distance of 1870.53 feet to a point for corner;

THENCE, South 82 Degrees 25 Minutes 21 Seconds West, departing said westerly right-of-way line, a distance of 32.30 feet to a point for corner;

THENCE, North 89 Degrees 11 Minutes 45 Seconds West, a distance of 2147.85 feet to a point for corner;

THENCE, South 76 Degrees 25 Minutes 12 Seconds West, a distance of 505.26 feet to a point for corner;

THENCE, South 63 Degrees 02 Minutes 54 Seconds West, a distance of 27.05 feet to a point for corner;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2483.11 feet to a point in the northerly right-of-way line of said Wallisville Road;

THENCE, South 86 Degrees 59 Minutes 24 Seconds West, with said northerly right-of-way line, a distance of 2070.93 feet to a point in the easterly right-of-way line of said Haney Road;

THENCE, North 12 Degrees 55 Minutes 36 Seconds West, with said easterly right-of-way line, a distance of 6843.50 feet to the beginning of a curve to the left;

THENCE, with said easterly right-of-way line and curve turning to the left, having a radius of 919.82 feet, a chord bearing of North 27 Degrees 42 Minutes 24 Seconds West, a chord length of 469.30 feet and an arc length of 474.55 feet to the **POINT OF BEGINNING OF TRACT 1, CONTAINING** 585.758 acres of land.

TRACT 2
299.356 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road and being the **POINT OF BEGINNING** of the herein described Tract 2;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet to a point for corner;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet to a point for corner;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet to a point for corner;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 3299.10 feet to a point for corner;

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, a distance of 1351.57 feet to a point for corner;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, a distance of 1263.83 feet to a point for corner;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, a distance of 654.32 feet to a point for corner;

THENCE, South 77 Degrees 48 Minutes 55 Seconds West, a distance of 2418.91 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said right-of-way line, a distance of 1849.17 feet to the **POINT OF BEGINNING OF TRACT 2, CONTAINING** 299.356 acres of land.

TRACT 3
78.952 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 1581.61 feet;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, over and across said right-of-way, a distance of 60 feet to a point in the easterly right-of-way line of said North Main Street and being the **POINT OF BEGINNING** of the herein described Tract 3;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, a distance of 2623.57 feet to a;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, a distance of 270.49 feet to a;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, a distance of 2618.71 feet to a point 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 right-of-way line, a distance of 784.17 feet to a;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, a distance of 5241.73 feet to a point in the easterly right-of-way line of said North Main Street.

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said right-of-way line, a distance of 523.40 feet to the **POINT OF BEGINNING OF TRACT 3, CONTAINING** 78.952 acres of land and together with Tracts 2 and 3 described above, containing an overall total of 964.066 acres in Harris County, Texas, as shown on Drawing No. 11216F R4 in the office of Quiddity in Bellaire, 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.

04/23/23

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

Quiddity
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 1004610



CITY COUNCIL & MDD MEETING 6. c.

Meeting Date: 07/09/2026

Subject: Consider an ordinance authorizing the 1st Amendment to the Strategic Partnership Agreement with Municipal Utility District 213-A

Prepared for: Kristin Holmes, Legal **Prepared by:** Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing the First Amendment to the Strategic Partnership Agreement with Harris County Municipal Utility District 213-A.

PREFACE

This ordinance authorizes an amendment to the SPA agreement with MUD 213-A to expand the definition of the term "Property" as stated in the agreement. In 2019, the City and MUD 213-A entered into a Strategic Partnership Agreement that would authorize, among other things, application of City ordinances and limited purpose annexation of those areas covered by the SPA agreement. Since the original SPA agreement, MUD 213-A has annexed additional property into the MUD. This amendment will expand the definition of the term “Property” as used in the agreement to include all land currently located within the boundaries of the MUD and any land that may hereafter be annexed into the District.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

no impact

Attachments

Ordinance Authorizing 1st Amendment to SPA with Harris County MUD 213-A

Exhibit A--1st Amendment to SPA with MUD 213-A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Strategic Partnership Agreement with Harris County Municipal Utility District No. 213-A. A copy of said amendment is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT

This FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT (this "First Amendment") is entered into effective this ___ day of _____, 2026 (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 HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A, a conservation and reclamation district created pursuant to Section 59 of Article XVI of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended (the "District"). The City and the District may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, pursuant to City Ordinance No. 13,993, the City and the District entered into that certain Strategic Partnership Agreement entered into effective as of January 24, 2019 (the "Original Agreement");

WHEREAS, the District annexed 378.34 acres of land by that certain Order Adding Land and Redefining Boundaries dated January 25, 2023;

WHEREAS, the City and the District desire to amend the Original Agreement to revise the definition of "Property" to all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the District agree as follows:

AGREEMENT

The Original Agreement is hereby amended as follows:

1. Definition of the "Property". Paragraph 1 of the Recitals is hereby amended, restated, and replaced, in its entirety, by the following:

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 964.066 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property"), together with any additional land that may be hereafter annexed into the District.

2. Exhibit A Replaced. Exhibit "A" of the Original Agreement is hereby deleted and replaced with Exhibit "A" of this First Amendment, which depicts the current boundaries of the District as of the Effective Date of this First Amendment.

3. Applicability to Future Annexed Property. The terms and conditions of the Original Agreement, as amended hereby, shall apply to the Property, which shall include the additional land of 378.34 acres and any land the District may annex in the future. Any such land shall automatically be deemed included within the definition of "Property" for all purposes under the Original Agreement upon the effective date of such annexation, without further amendment of the Original Agreement.

4. Construction. In the event of any inconsistency between any term or provision of the Original Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Original Agreement shall be deemed amended to be consistent herewith.

5. Defined Terms. Defined terms contained herein shall have the meaning in the Original Agreement unless otherwise specifically provided herein.

6. Full Force and Effect of the Original Agreement. Except as expressly amended and modified by this First Amendment, the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment in multiple copies, each of equal dignity, as of the Effective Date.

HARRIS COUNTY MUNICIPAL UTILITLY DISTRICT NO. 213-A

By: _____
Name: _____
Title: _____

(ATTEST)

By: _____
Name: _____
Title: _____

(SEAL)

[SIGNATURE PAGE CONTINUES]

CITY OF BAYTOWN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Harris County MUD 213-A
964.066 Acres

Talcott Patching Survey, A- 620
George Ellis Survey, A-21

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 964.066 acres of land situated in the Talcott Patching Survey, Abstract No. 620 and the George Ellis Survey, Abstract No. 21, in Harris County, Texas, including all of the called 571.898 and 13.860 acres described in House Bill 3925 as Harris County MUD 213-A and filled under County Document Number 83R 8247 RWG-F; said 964.066 acres being more particularly described in three tracts as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

TRACT 1
585.758 ACRES

BEGINNING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 4640.76 feet to a point for corner;

THENCE, South 79 Degrees 05 Minutes 54 Seconds West, departing said common line, a distance of 1002.24 feet to a point for corner;

THENCE, South 00 Degrees 47 Minutes 54 Seconds West, a distance of 700.00 feet to a point for corner;

THENCE, South 89 Degrees 12 Minutes 07 Seconds East, a distance of 1168.47 feet to a point in the westerly line of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said westerly line, a distance of 2043.92 feet to the southeast corner of said 571.898 acres;

THENCE, South 76 Degrees 45 Minutes 18 Seconds West, with the southerly line of said 571.898 acres, a distance of 797.79 feet to a point for corner;

THENCE, North 10 Degrees 41 Minutes 11 Seconds West, departing said southerly line, a distance of 18.57 feet to a point in the northerly right-of-way line of Wallisville Road (right-of-way varies);

THENCE, North 77 Degrees 08 Minutes 13 Seconds East, with said northerly right-of-way line, a distance of 772.43 feet to a point for corner;

THENCE, North 33 Degrees 09 Minutes 33 Seconds East, a distance of 21.59 feet to a point in the westerly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said westerly right-of-way line, a distance of 1870.53 feet to a point for corner;

THENCE, South 82 Degrees 25 Minutes 21 Seconds West, departing said westerly right-of-way line, a distance of 32.30 feet to a point for corner;

THENCE, North 89 Degrees 11 Minutes 45 Seconds West, a distance of 2147.85 feet to a point for corner;

THENCE, South 76 Degrees 25 Minutes 12 Seconds West, a distance of 505.26 feet to a point for corner;

THENCE, South 63 Degrees 02 Minutes 54 Seconds West, a distance of 27.05 feet to a point for corner;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2483.11 feet to a point in the northerly right-of-way line of said Wallisville Road;

THENCE, South 86 Degrees 59 Minutes 24 Seconds West, with said northerly right-of-way line, a distance of 2070.93 feet to a point in the easterly right-of-way line of said Haney Road;

THENCE, North 12 Degrees 55 Minutes 36 Seconds West, with said easterly right-of-way line, a distance of 6843.50 feet to the beginning of a curve to the left;

THENCE, with said easterly right-of-way line and curve turning to the left, having a radius of 919.82 feet, a chord bearing of North 27 Degrees 42 Minutes 24 Seconds West, a chord length of 469.30 feet and an arc length of 474.55 feet to the **POINT OF BEGINNING OF TRACT 1, CONTAINING** 585.758 acres of land.

TRACT 2
299.356 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road and being the **POINT OF BEGINNING** of the herein described Tract 2;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet to a point for corner;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet to a point for corner;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet to a point for corner;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 3299.10 feet to a point for corner;

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, a distance of 1351.57 feet to a point for corner;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, a distance of 1263.83 feet to a point for corner;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, a distance of 654.32 feet to a point for corner;

THENCE, South 77 Degrees 48 Minutes 55 Seconds West, a distance of 2418.91 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said right-of-way line, a distance of 1849.17 feet to the **POINT OF BEGINNING OF TRACT 2, CONTAINING** 299.356 acres of land.

TRACT 3
78.952 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 1581.61 feet;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, over and across said right-of-way, a distance of 60 feet to a point in the easterly right-of-way line of said North Main Street and being the **POINT OF BEGINNING** of the herein described Tract 3;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, a distance of 2623.57 feet to a;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, a distance of 270.49 feet to a;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, a distance of 2618.71 feet to a point 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 right-of-way line, a distance of 784.17 feet to a;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, a distance of 5241.73 feet to a point in the easterly right-of-way line of said North Main Street.

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said right-of-way line, a distance of 523.40 feet to the **POINT OF BEGINNING OF TRACT 3, CONTAINING** 78.952 acres of land and together with Tracts 2 and 3 described above, containing an overall total of 964.066 acres in Harris County, Texas, as shown on Drawing No. 11216F R4 in the office of Quiddity in Bellaire, 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.

04/23/23

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

Quiddity
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 1004610



CITY COUNCIL & MDD MEETING 6. d.

Meeting Date: 07/09/2026
Subject: Consider - First Reading - 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

Consider an ordinance for the first reading of the proposed Limited Purpose Annexation of approximately 356.99 acres, located generally north of East Wallisville Road, east of Garth Road and west of Hadden Road.

PREFACE

This proposed ordinance is for the first reading regarding the proposed limited purpose annexation of approximately 356.99 acres, legally described as Tracts 6-11, George Ellis Survey Abstract No. 21, Harris County, Texas, located north of East Wallisville Road, east of Garth Road and west of Hadden Road.

City Council held public hearings for the annexation of the subject area on June 11, 2026. The second and final reading is expected to occur before City Council on August 13, 2026. The public hearings were posted on the City of Baytown's website, notice board, and published in The Baytown Sun on May 28, 2026.

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 original SPA was completed in 2019; a consideration item for an amendment to the SPA is to be considered by the City Council on July 9, 2026. The limited purpose annexation is the next step in fulfilling this agreement.

The supporting documentation is 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

Ordinance Reading Limited Purpose Annexation 356.99 Acres
Exhibit A Metes and Bounds Description
Exhibit A Vicinity Map
Strategic Partnership Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR A LIMITED PURPOSE ONLY TO INCLUDE APPROXIMATELY 356.99 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF GARTH ROAD AND WEST OF HADDEN ROAD 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 HADDEN ROAD, LEGALLY DESCRIBED AS TRACTS 6-11, GEORGE ELLIS SURVEY ABSTRACT NO. 21, HARRIS COUNTY, TEXAS, WHICH SAID TERRITORIES LIE ADJACENT TO AND ADJOIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

WHEREAS, there being no request for an "on-site" hearing, two public hearings before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed limited purpose annexation of the property described in Section 1 of this ordinance, were held, during the City Council meetings on the 11th day of June, 2026, in the City Council Chamber of the City Hall of the City of Baytown, Texas, which date is not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, notices of such public hearings were published in a newspaper having general circulation in the City of Baytown, Texas, and in the below described territories on the 28th day of May, 2026, which date is not more than twenty (20) nor less than ten (10) days prior to the dates of the public hearings; and

WHEREAS, a notice of such public hearings was posted on the City of Baytown's website on the 28th day of May, 2026, which date is not more than twenty (20) nor less than ten (10) days prior to the date of the public hearings and remained posted until the date of the applicable hearings; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1st day of January, 2026, was 41.14 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 86,700 inhabitants; and

WHEREAS, the below described territories lie within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, the below described territories lie adjacent to and adjoin the City of Baytown, Texas; NOW THEREFORE

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

Section 1: That the area herein annexed by the City for a limited purpose only will cause an area to be entirely surrounded by the City of Baytown. As such, the City Council of the City of Baytown, Texas, hereby finds that surrounding the area by this limited purpose annexation is in the public interest.

Section 2: That the following described land and territories lying adjacent to and adjoining

the City of Baytown are hereby added and annexed to the City of Baytown, Texas, for a limited purpose pursuant to the Strategic Partnership Agreement between Friendswood Development Company and the City of Baytown, and shall be subject to the terms and conditions of said agreement:

SEE EXHIBIT "A"

Section 3: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED on the FIRST READING this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

INTRODUCED, READ and PASSED on the SECOND AND FINAL READING this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

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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RP-2023-37166

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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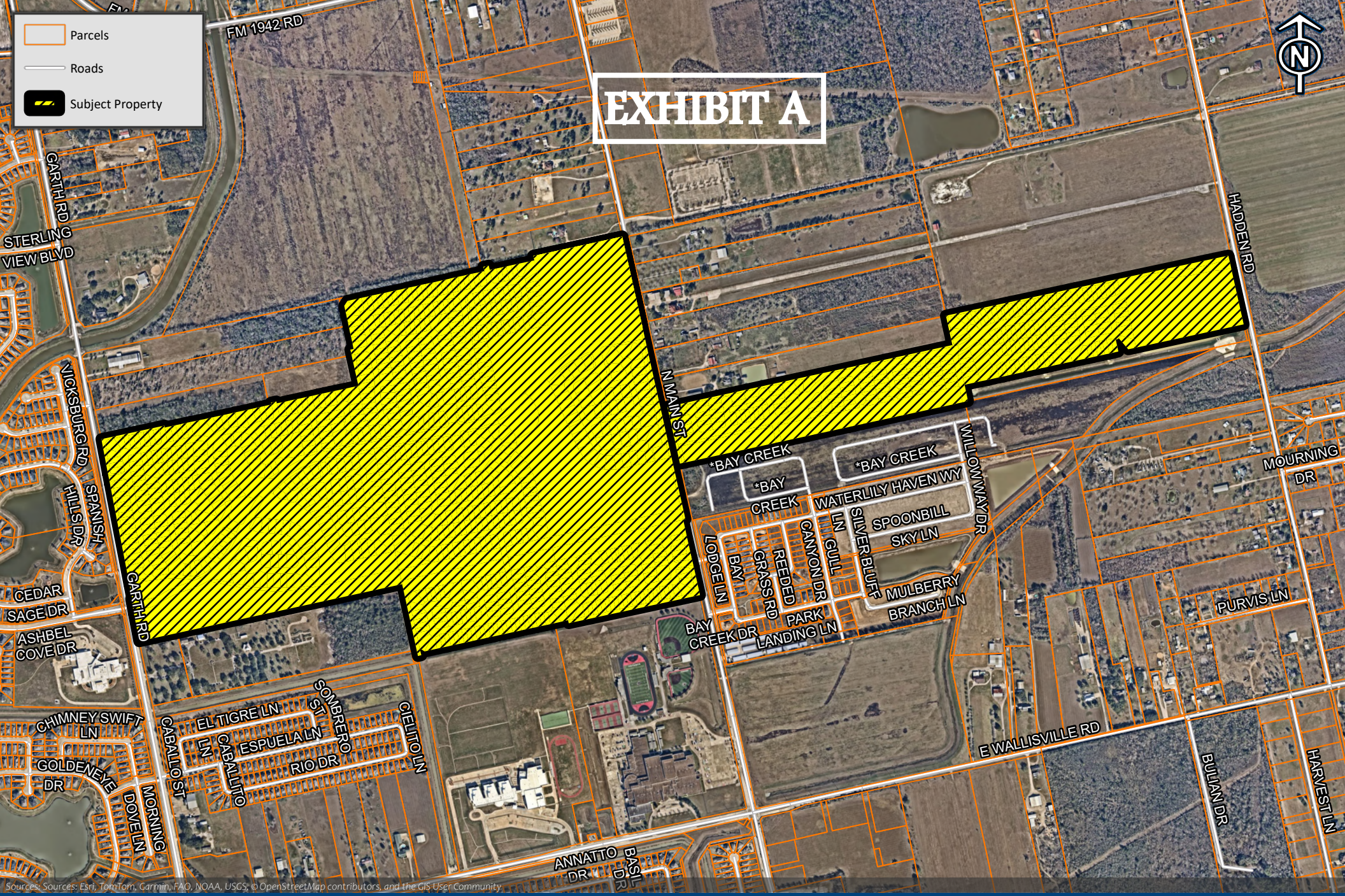
property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

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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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 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

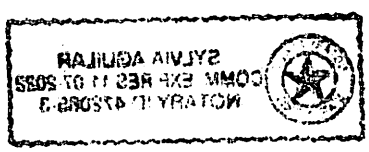
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

Page 1 of 1

K:\05687\05687-0009-00 FDC - 519 Acre Baytown Tract\1 Surveying Phase\Documents Created\HCMUD 213-A13.860 ACRES.doc

CITY COUNCIL & MDD MEETING 7. a.

Meeting Date: 07/09/2026
Subject: Receive the Baytown Crime Control and Prevention FY2026-27 Adopted Budget
Prepared by: Nate Fisher, Finance
Department: Finance

Information

ITEM

Receive the Baytown Crime Control and Prevention District Fiscal Year 2026-2027 Adopted Budget.

PREFACE

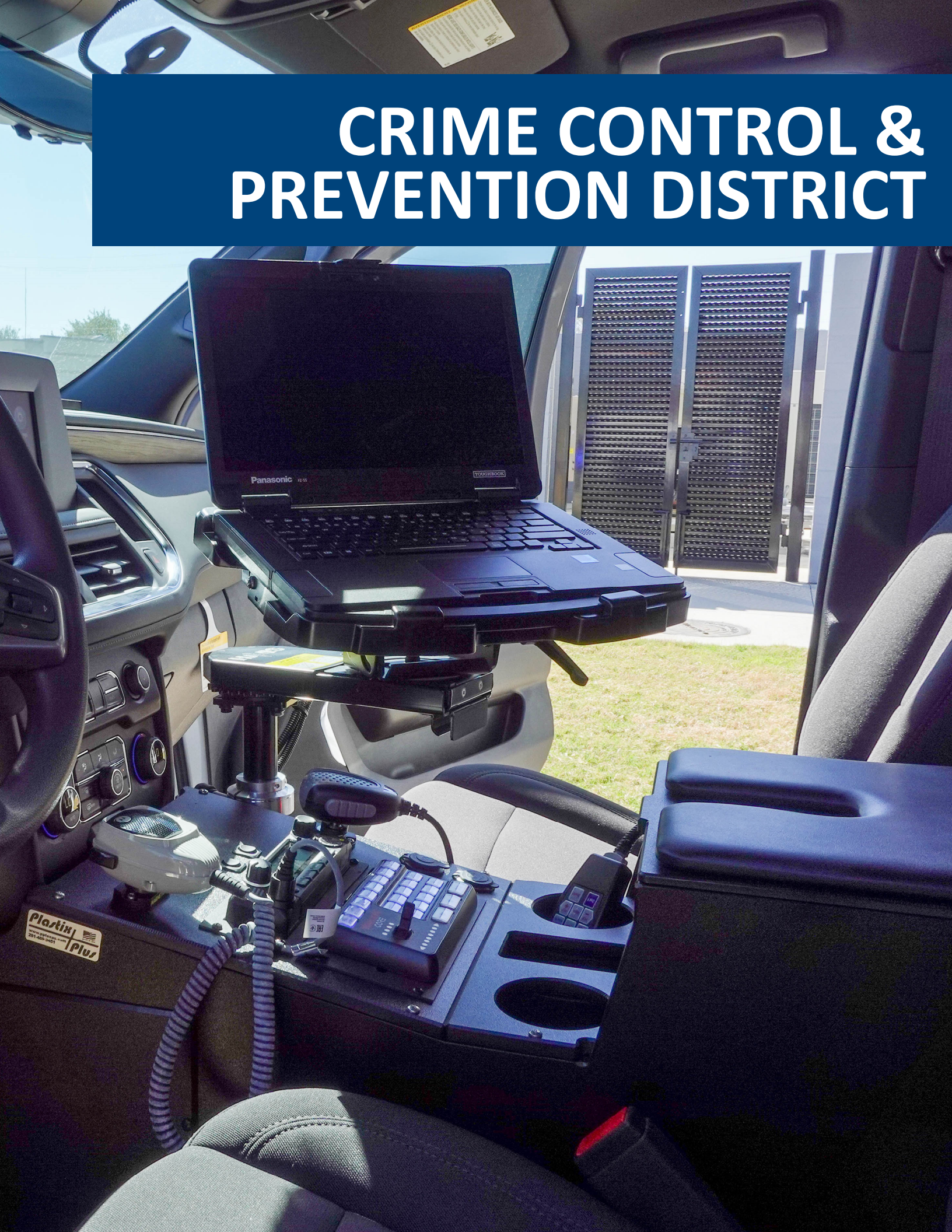
This item allows City Council to receive the Baytown Crime Control and Prevention Fiscal Year 2026-2027 Adopted Budget.

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

FY2026-27 Proposed CCPD Budget
FY2026-27 CCPD Presentation



CRIME CONTROL & PREVENTION DISTRICT

Crime Control & Prevention District (CCPD)

Overview

On November 4, 2025 the citizens voted to continue the Baytown Crime Control and Prevention District dedicated to crime reduction programs and the adoption of an adopted local sales and use tax at a rate of one-eighth of one percent (1/8%).

Board of Directors

- Nicholas Rice, President District 4 At Large
- Charles E. Murrell, Vice President District 3 At-Large
- Lloyd J. Herrera, Director Mayor At Large
- Loretta White, Director District 1 At-Large
- Rikki Wheeler, Director District 2 At-Large
- David Start, Jr, Director District 5 At-Large
- Vacant, Director District 6 At-Large
- City Clerk, Secretary Non-Member/City Staff

Objective

The Crime Control and Prevention board maintains and implements new initiatives to continue the reduction in the crime rate and enhancing public safety without a substantial increase in the ad valorem tax rate.

Duties

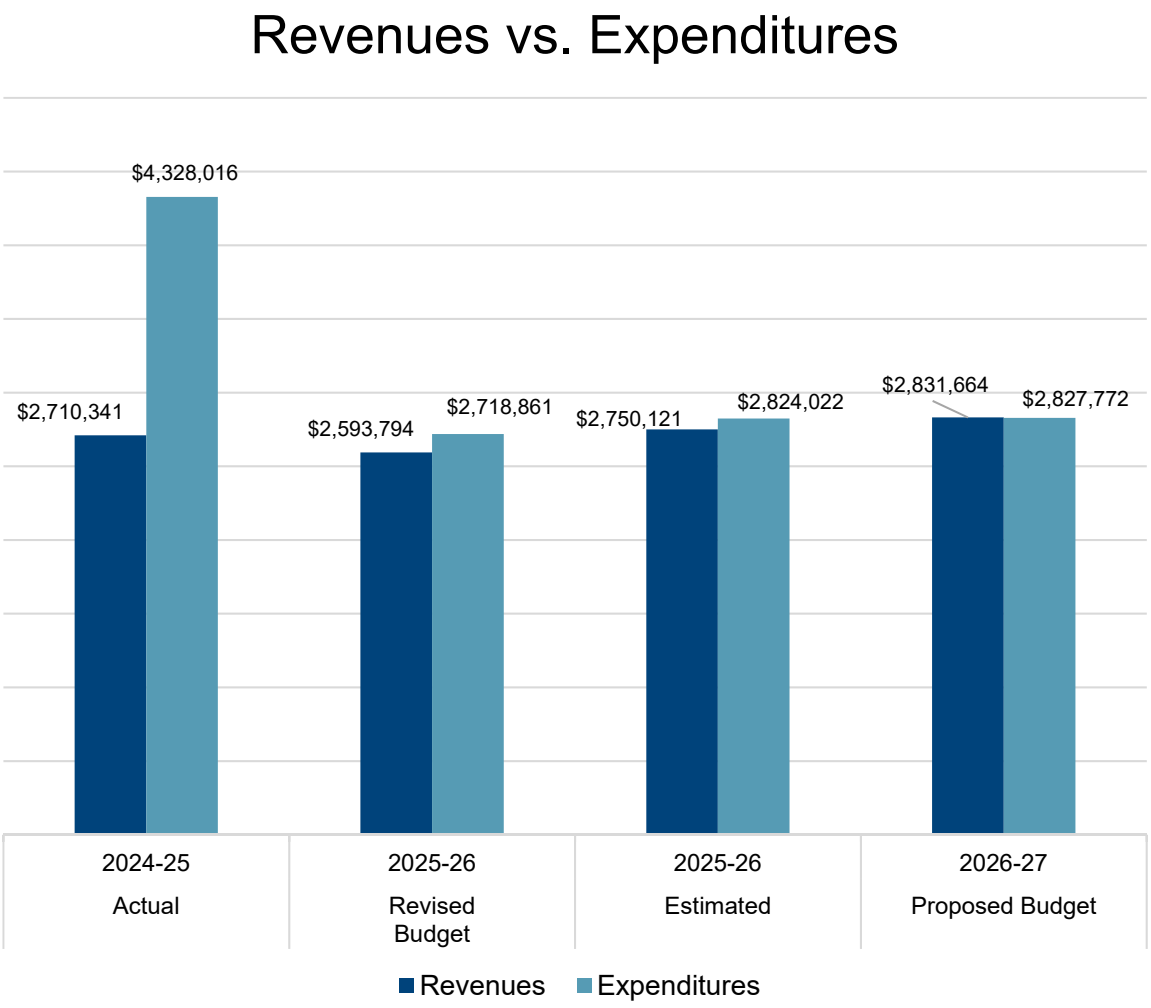
Manages sales taxes received for the City's crime control and prevention programs.

Revenues

For FY2026–27, the Crime Control and Prevention District (CCPD) is proposing a total revenue budget of $2,831,664. The majority of this funding is projected to come from sales tax revenues, estimated at $2,799,643, representing a 3% increase over the FY2025–26 revised budget. Additionally, interest income is expected to contribute $32,021, reflecting a slight decrease from the prior year's projection. This proposed budget reflects the District's continued commitment to fiscal responsibility while supporting public safety initiatives.

Expenditures

The proposed FY2027 expenditure budget totals $2,827,772, representing an increase of $108,911, or 4.0%, compared to the FY2026 revised budget of $2,718,861. The budget continues to prioritize public safety technology, operational readiness, and vehicle replacement needs. Maintenance is proposed at $1,300,892, primarily supporting critical law enforcement systems and technology contracts, while Services total $204,000 for rental vehicle needs. Capital Outlay totals $1,322,880 and includes the replacement of 10 marked patrol units and 5 unmarked vehicles to support police operations and response capabilities.



CITY OF BAYTOWN
CRIME CONTROL & PREVENTION DISTRICT FUND 3100
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed Budget 2026-27
Revenues				
Sales Tax	$2,666,259	$2,502,824	$ 2,718,100	$2,799,643
Interest Income	44,082	90,970	32,021	32,021
Total Revenues	2,710,341	2,593,794	2,750,121	2,831,664
Expenditures				
Supplies	-	-	-	-
Maintenance	531,108	969,069	1,297,142	1,300,892
Services	-	298,000	204,000	204,000
Total Operating	531,108	1,267,069	1,501,142	1,504,892
Capital Outlay	3,612,908	1,451,792	1,322,880	1,322,880
Transfers Out	-	-	-	-
Leases	184,000	-	-	-
Debt Service	-	-	-	-
Total Expenditures	4,328,016	2,718,861	2,824,022	2,827,772
Excess (Deficit) Revenues Over Expenditures	(1,617,675)	(125,067)	(73,901)	3,892
Fund Balance - Beginning	2,151,622	533,947	533,947	460,046
Fund Balance - Ending	$ 533,947	$ 408,880	$ 460,046	$ 463,938

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: CCPD (POLICE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
0000	UNDEFINED DEPARTMENT				
3100 40200	SALESTAX				-2,799,642.65 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	2,799,642.65	-2,799,642.65
3100 47005	INVESTINT				-32,021.34 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	32,021.34	-32,021.34
	TOTAL CCPD (POLICE)				-2,831,663.99
	TOTAL UNDEFINED DEPARTMENT				-2,831,663.99

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: CCPD (POLICE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
7010 CCPD (POLICE)					
31007010 53009 COMPMAINT					1,300,892.00 *
	CELLEBRITE GUARDIAN/PHYSICAL ANALYZER/UFED4PC/CELLEBRITE PREMIUM LINE INCREASED $1,000 DUE TO COST INCREASE		1.00	59,000.00	59,000.00
	GRAYKEY (MAGNET FORENSICS) LINE INCREASED $1,000 DUE TO COST INCREASE		1.00	16,600.00	16,600.00
	GEOTIME DESKTOP (PEN-LINK) LINE INCREASED $300 DUE TO COST INCREASE		1.00	2,800.00	2,800.00
	MORPHOTRAK AFIS MACHINES (IDEMIA) (CURRENT SOFTWARE/HARDWARE IS END OF LIFE. MUST UPGRADE SOFTWARE AND REPLACE AFIS AND HAND HELD DEVICES. LINE INCREASED $35,308)		1.00	45,808.00	45,808.00
	DORS-LEXIS NEXUS LINE INCREASED $1,000 DUE TO COST INCREASE		1.00	10,500.00	10,500.00
	CRIMETRACER FROM SOUND THINKING\VERSATERM		1.00	50,134.00	50,134.00
	AXON LINE INCREASED DUE TO NEW CONTRACT		1.00	900,000.00	900,000.00
	FLOCK SAFETY LINE INCREASED $4,000 TO UPGRADE FOUR MOBILE CAMERAS TO SOLAR POWER FROM BATTERIES		1.00	188,000.00	188,000.00
	VIGILANT DATABASE LINE INCREASED $940 DUE TO COST INCREASE		1.00	24,300.00	24,300.00
	LEARN SOFTWARE - VIGILANT INCREASED $400 DUE TO COST INCREASE		1.00	3,750.00	3,750.00
31007010 54025 EQUIPRENTL					204,000.00 *
	RENTAL VEHICLES LINE INCREASED $,000 DUE TO COST INCREASE RENTAL VEHICLES FOR SID		15.00	13,600.00	204,000.00
31007010 56800 MOTORVEH					1,322,880.00 *
	POLICE EMERGENCY VEHICLES SUPPLEMENTAL: The replacement of older units with new Chevrolet Tahoe PPVs is critical to maintaining the operational efficiency and safety of the Baytown Police Department. These vehicles are designed to enhance officer response times and overall performance in the field. Outfitting these units with		10.00	103,288.00	1,032,880.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: CCPD (POLICE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
	state-of-the-art technology ensures that officers have the necessary tools to perform their duties effectively.				
	POLICE UNMARKED VEHICLES SUPPLEMENTAL: The replacement of aging unmarked units with new SUV/Sedans is essential to maintaining the efficiency and effectiveness of the Baytown Police Department. These vehicles will enhance officers' ability to conduct thorough investigations and provide crucial support to law enforcement operations. Upgrading to reliable, modern vehicles ensures that officers have the necessary resources to perform their duties effectively.		5.00	58,000.00	290,000.00
TOTAL CCPD (POLICE)					2,827,772.00
TOTAL CCPD (POLICE)					2,827,772.00
TOTAL CCPD (POLICE)					-3,891.99
	TOTAL REVENUE				-2,831,663.99
	TOTAL EXPENSE				2,827,772.00
	GRAND TOTAL				-3,891.99

** END OF REPORT - Generated by Lianette Leon **

FY2026-2027 Proposed Budget

CCPD



FY2026-2027 CCPD Proposed Budget

Beginning Working Capital	**$ 460,046**
Plus:	
Total Proposed Revenues	$ 2,831,664
Less:	
Operating Expenses	1,504,892
Capital Outlays	1,322,880
Total Proposed Expenditures	**$ 2,827,772**
Ending Working Capital	**$ 463,938**



Thank You

Any Questions?

CITY COUNCIL & MDD MEETING 7. b.

Meeting Date: 07/09/2026
Subject: Receive the Baytown Fire Control, Prevention, and EMS FY2026-27 Adopted Budget
Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance
Department: Finance

Information

ITEM

Receive the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-2027 Adopted Budget.

PREFACE

This item allows the City Council to receive the Baytown Fire Control, Prevention, and Emergency Medical Services Fiscal Year 2026-27 Adopted Budget.

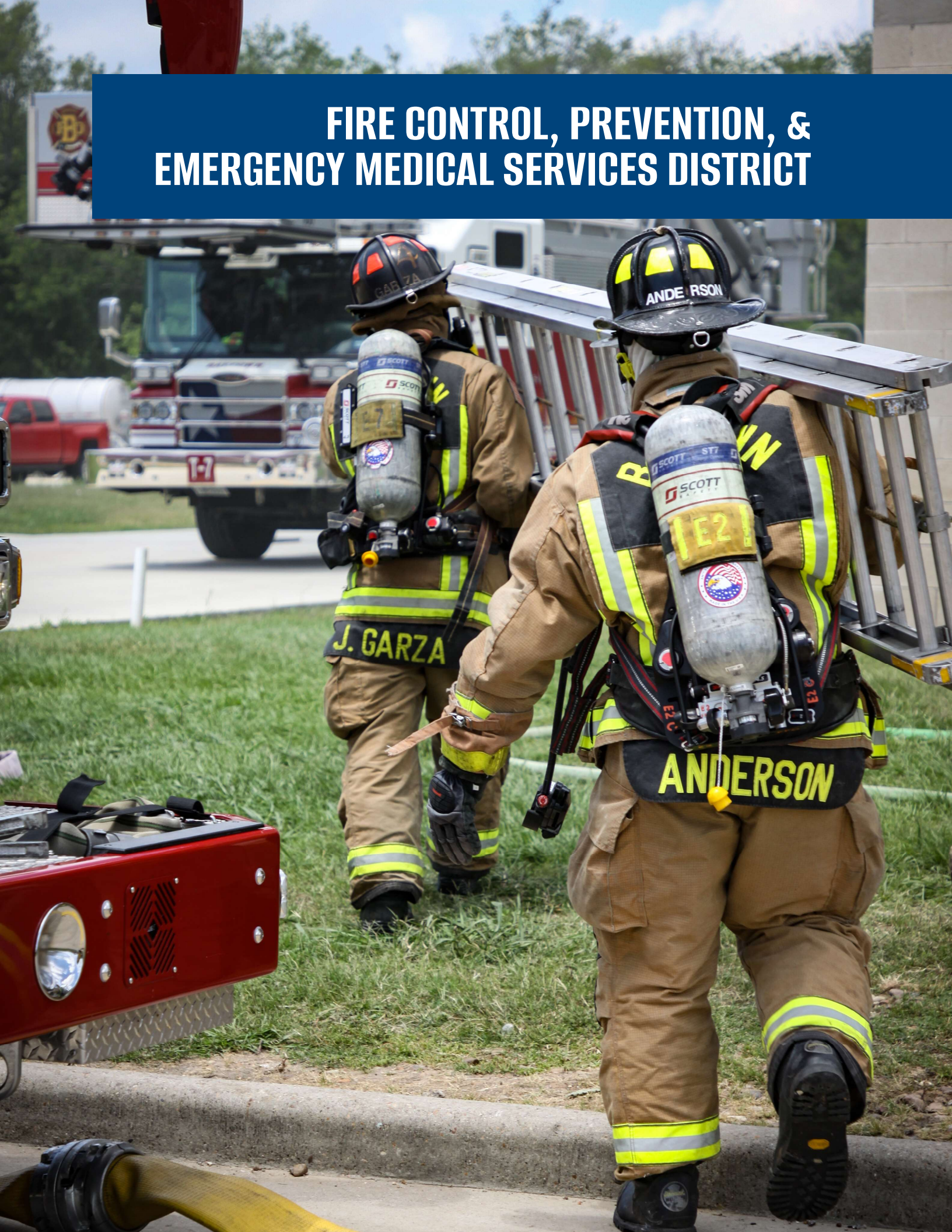
Fiscal Impact

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

Attachments

FY2026-27 Proposed Budget - FCPEMSD
FY2026-27 FCPEMSD Proposed Budget Presentation

FIRE CONTROL, PREVENTION, & EMERGENCY MEDICAL SERVICES DISTRICT



Fire Control, Prevention, & Emergency Medical Services District

Overview

On November 4, 2025 the citizens voted to continue the Baytown Fire Control, Prevention, and Emergency Medical Services District dedicated to fire safety and emergency medical services and the adoption of an adopted local sales and use tax at a rate of one-eighth of one percent (1/8%).

Board of Directors

- Barry L. Hawkins, President District 5 At-Large
- Mirtha Morales, Vice President District 3 At-Large
- Victor Medrano, Director District 1 At-Large
- Jamari Gilbert, Director District 2 At-Large
- Abraham Carrillo, Director District 4 At-Large
- Carol Heathcock, Director District 6 At-Large
- Vacant, Director Mayor At-Large
- City Clerk, Secretary Non-Member/City Staff

Duties & Details

Objective

The Fire Control, Prevention and EMS Board works to maintain and implement new initiatives to continue the reduction in the number of fires and enhancing public safety through Emergency Medical Services without a substantial increase in the ad valorem tax rate.

Duties

Work alongside the Fire Chief to sustain and launch initiatives that reduce fire incidents.

Enhance public safety for the residents of Baytown through EMS without significantly raising the ad valorem tax rate.

Resources: Liaison: City Clerk's Office, Office: 281-420-6504, Email: CityClerk@baytown.org

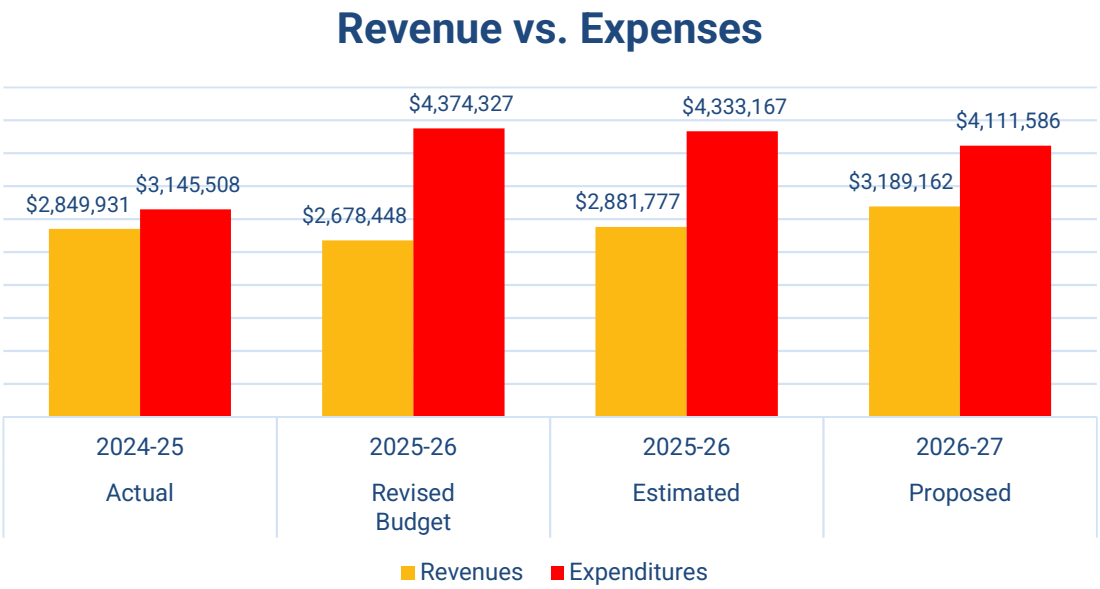
Revenues

For FY2027, the Fire Control, Prevention, & Emergency Medical Services District (FCPEMSD) is proposing a total revenue budget of $3,189,162. The majority of funding is projected from sales tax revenues, which are estimated at $2,936,319,

reflecting continued economic growth and increased collections. In addition, investment interest revenue is projected at approximately $252,844, supported by higher cash balances and favorable interest rate conditions.

Expenditures

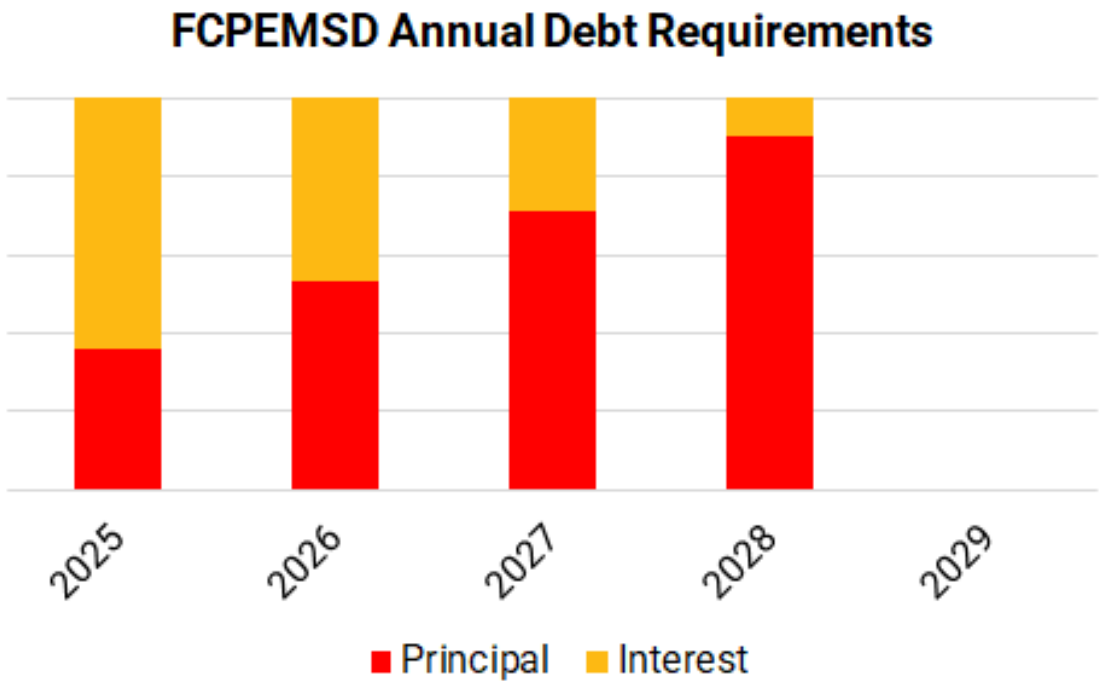
The proposed FY2027 expenditure budget totals $4,111,586, representing a decrease of $262,741, or 6.0%, compared to the FY2026 revised budget of $4,374,327. While overall expenditures decline, the budget continues to prioritize firefighter and emergency medical responder safety, operational readiness, and the replacement of critical public safety assets. Operating expenditures of $335,500 support essential equipment and safety initiatives, including extrication tools, handheld mobile radios and headsets, ballistic protection replacement, and bunker gear and accessories. These investments enhance responder safety, improve emergency communications, strengthen rescue capabilities, and ensure compliance with equipment replacement schedules. Capital Outlay totals $2,989,836 and includes the replacement of an ambulance equipped with a new Stryker Power-LOAD system, three staff vehicles, a ladder truck, and emergency response equipment to maintain reliable service delivery and reduce maintenance costs associated with aging assets. In addition, $94,836 is budgeted for the Zoll One Program.



CITY OF BAYTOWN
FIRE - EMS SPECIAL DISTRICT FUND 3200
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Revenues				
Sales Tax	$ 2,672,364	$ 2,526,319	$ 2,718,100	$2,936,319
Capital Lease Proceed	-	-	-	-
Interest Income	177,567	152,129	163,678	252,844
Total Revenues	2,849,931	2,678,448	2,881,777	3,189,162
Expenditures				
Supplies	-	222,015	208,295	335,500
Maintenance	-	-	-	-
Services	-	100,000	72,560	-
Total Operating	-	322,015	280,855	335,500
Capital Outlay	2,288,493	3,270,562	3,270,562	2,989,836
Transfers Out	-	-	-	-
Leases	76,640	-	-	-
Debt Service	780,375	781,750	781,750	786,250
Total Expenditures	3,145,508	4,374,327	4,333,167	4,111,586
Excess (Deficit) Revenues Over Expenditures	(295,577)	(1,695,879)	(1,451,390)	(922,424)
Fund Balance - Beginning	3,608,717	3,313,141	3,313,141	1,861,750
Fund Balance - Ending	$ 3,313,141	$ 1,617,261	$ 1,861,750	$939,327

Debt Service is budgeted at $786,250, reflecting scheduled bond principal and interest payments.



Overall, the FY2027 budget supports the District's commitment to delivering high-quality fire protection and emergency medical services while maintaining critical infrastructure and equipment necessary to protect the community.

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: FCPEMSD (FIRE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
0000	UNDEFINED DEPARTMENT				
3200 40200	SALESTAX				-2,936,318.60 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	2,936,318.60	-2,936,318.60
3200 47005	INVESTINT				-252,794.24 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	252,794.24	-252,794.24
3200 47010	INTEREST				-49.38 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	49.38	-49.38
	TOTAL FCPEMSD (FIRE)				-3,189,162.22
	TOTAL UNDEFINED DEPARTMENT				-3,189,162.22

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: FCPEMSD (FIRE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
7020 FCPEMSD (FIRE)					
32007020 52005 MINORTOOLS					205,500.00 *
	EXTRICATION TOOLS Tools are for safely and efficiently rescuing individuals from vehicles or confined spaces while minimizing risk to both victims and responders.		1.00	40,000.00	40,000.00
	HANDHELD MOBILE RADIOS AND HEADSET Maintains reliable communication, ensuring coordinated operations, and enhancing personnel safety during emergency response situations.		1.00	60,500.00	60,500.00
	BALLISTIC REPLACEMENT Ballistic protection is critical to safety, and materials degrade over time, requiring replacement to maintain effectiveness. SUPPLEMENTAL		50.00	1,100.00	55,000.00
	AUTOMATED EXTERNAL DEFIBRILLATORS (AED) and Accessories		10.00	5,000.00	50,000.00
32007020 52009 WEARING					130,000.00 *
	BUNKER GEAR AND ACCESSORIES Ensures firefighters safety and operational effectiveness by providing insulation, moisture resistance, and structural protection, during emergency response.		1.00	130,000.00	130,000.00
32007020 56700 MACHEQUIP					400,000.00 *
	KFT FIRE TRAINER - FIRE LINE REPLACEMENT Moved to GF (capital replacement) Replacement of fire lines in the burn building, to ensure all connections meet current safety standards and project specifications.		1.00	.00	.00
	AMBULANCE - The cost includes a new Stryker Power-LOAD system. Funding is requested to replace Medic 7, currently assigned to Fire Station 7, as part of the department's established apparatus replacement schedule. The cost includes a new Stryker Power-LOAD system. Upon replacement, the existing unit will be reassigned to reserve status. SUPPLEMENTAL		1.00	400,000.00	400,000.00

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: FCPEMSD (FIRE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
32007020 56800 MOTORVEH					2,495,000.00 *
	STAFF VEHICLE (3)		3.00	65,000.00	195,000.00
	Ensures safe, dependable transportation and reduces increasing maintenance costs of aging units.				
	SUPPLEMENTAL				
	LADDER TRUCK AND EQUIPMENT		1.00	2,300,000.00	2,300,000.00
32007020 56909 LEASEMACH					94,836.00 *
	ZOLL ONE PROGRAM		1.00	94,836.00	94,836.00
	Provides reliable, up-to-date emergency medical equipment with predictable costs and maintenance, supporting efficient and safe operations.				
32007020 58001 PRINCIPAL					730,000.00 *
	BOND PRINICIPAL		1.00	730,000.00	730,000.00
	Ensures timely debt payments.				
32007020 58002 INTEREST					56,250.00 *
	BOND INTEREST		1.00	56,250.00	56,250.00
	Ensures timely bond interest payments.				
TOTAL FCPEMSD (FIRE)					4,111,586.00
TOTAL FCPEMSD (FIRE)					4,111,586.00
TOTAL FCPEMSD (FIRE)					922,423.78
	TOTAL REVENUE				-3,189,162.22
	TOTAL EXPENSE				4,111,586.00
	GRAND TOTAL				922,423.78

** END OF REPORT - Generated by Lianette Leon **

FY2026-2027 Proposed Budget

FCPEMSD

June, 5, 2026



FY2026-2027 FCPEMSD Proposed Budget

Beginning Working Capital	**$ 1,861,750**
Plus:	
Total Proposed Revenues	$ 3,189,162
Less:	
Operating Expenses	335,500
Capital Outlays	2,989,836
Debt Service	786,250
Total Proposed Expenditures	**$ 4,111,586**
Ending Working Capital	**$ 939,327**

**The proposed budget Includes Ladder Truck, and Automated External Defibrillators.*



Thank You

Any Questions?

CITY COUNCIL & MDD MEETING 8. a.

Meeting Date: 07/09/2026
Subject: Authorizing a Chapter 380 Economic Development Agreement
Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Development Manager
Department: Administration

Information

ITEM

Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown, Texas Roadhouse of Baytown, TX LLC, and Strategic Restaurant Enterprises, Inc.

PREFACE

The proposed ordinance authorizes a Chapter 380 Economic Development Agreement between the City of Baytown, Texas Roadhouse of Baytown, TX LLC, and Strategic Restaurant Enterprises, Inc.

Under the terms of the agreement, the development will deliver the following community and economic benefits:

- The construction of an 8,700-square-foot Texas Roadhouse facility and a 6,600-square-foot Bubba's 33 facility.
- A minimum private capital investment of $10,000,000.00 into the real property improvements and facility developments.
- The creation and ten-year retention of an average total workforce of 160 employees, translating to 80 full-time equivalent (FTE) positions.

In consideration of the above performance milestones, the City will provide a sales tax rebate of 50% of City-collected sales tax generated by Texas Roadhouse operations, subject to the following conditions:

- Rebate period not to exceed ten (10) years;
- Total lifetime incentive capped at $300,000.00 (Three Hundred Thousand Dollars).

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

Ord-380-Texas Roadhouse
Economic Development Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH TEXAS ROADHOUSE OF BAYTOWN, TX LLC AND STRATEGIC RESTAURANT ENTERPRISES, INC. TO FACILITATE THE CONSTRUCTION AND REHABILITATION OF A NEW RESTAURANT FACILITY LOCATED ON A 2.0000-ACRE TRACT AT 6619 GARTH ROAD AND 6649 GARTH ROAD; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Chapter 380 Economic Development Agreement with TEXAS ROADHOUSE OF BAYTOWN, TX LLC AND STRATEGIC RESTAURANT ENTERPRISES, INC. to facilitate the construction and rehabilitation of a new restaurant facility located on a 2.0000-ACRE TRACT AT 6619 GARTH ROAD and 6649 GARTH ROAD. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BAYTOWN, TEXAS
AND
TEXAS ROADHOUSE OF BAYTOWN, TX LLC AND STRATEGIC RESTAURANT ENTERPRISES, INC.

This Chapter 380 Economic Development Agreement ("Agreement") is made and entered into as of , May 5, 2026 (the "Effective Date") by Texas Roadhouse of Baytown, TX LLC, a Kentucky limited liability corporation, ("Roadhouse"), Strategic Restaurant Enterprises, Inc. a Texas business corporation ("Strategic") (collectively the "Company") and the City of Baytown, Texas (the "City"). The City is authorized by Chapter 380 of the Texas Local Government Code to create programs for the grant of public money to promote state and local economic development and to stimulate local business and commercial activity.

The City has authorized the creation of an economic development program under Chapter 380 of the Texas Local Government Code and has authorized the City Manager to make a grant of money to the Company to (i) construct a facility on the property (the "Property"), and (ii) create New Full-Time Jobs at the Facilities ((i) and (ii) together are the "Project").

The location of the Company's Facilities in the City of Baytown will further state and local economic development and stimulate business and commercial activity in the City of Baytown. The Company accepts the City's grant and agrees to carry out the Project, the terms of which are the subject of this Agreement.

The City and the Company agree as follows:

AGREEMENT

I. Company's Obligations

1.01 Construction of the Facility. The Company shall construct the Facilities at the Property as follows:

(a) Roadhouse will construct a 8,700 square foot Texas Roadhouse Facility and Strategic will construct a 6,600 square foot Bubba's 33 Facility in accordance with all applicable requirements, laws, rules, regulations, ordinances, and construction requirements for exterior building façades (other than accessory use buildings with less than 500 square feet of surface area).

(b) The Property is depicted in Exhibit A .

(c) The Company shall comply with the following deadlines, including the dates provided for Commencement of Construction and Commercial Operations:

i. "Commencement of Construction" of the Project means the first date on which all of the following have occurred, such date being no later than December 31, 2026 (i) Company has received all necessary

licenses, permits and clearances as, in each case, Company reasonably considers necessary so that physical construction of the Project may begin, and (ii) physical work of a significant nature has started on the construction of the Project (including, at a minimum, the installation or erection of fixed improvements to real property); provided, however, that such physical work of a significant nature shall not include any preliminary activities such as, but not limited to, pre-construction planning, engineering or design, clearing any portion of the land, dismantling and/or removing any existing facility on the land, testing or drilling to determine soil conditions, grading or excavation to change the contour of any portion of the land (as distinguished from excavation for footings and foundations), erecting fences, and construction of temporary roads to provide access to the site or used solely for employee, contractor and visitor vehicles (as distinguished from permanent roads integral to the operation or maintenance of the Project upon the completion of construction).

ii. "Commercial Operations Date" means the date Company receives it certificate of occupancy from the City of Baytown, Texas, for both Facilities, whichever occurs later but in no event shall be later than December 31, 2027.

1.02 Investment in the Facilities. Company or its lessor, or landlord, or owner of the real property at which the Facilities are located must invest a minimum of $10,000,000.00.

1.03 Creation and Retention of New Full-Time Jobs. Company must create and retain an average total workforce of 160 total employees, that collectively equal 80 full-time equivalent (FTE) employment positions. Full-Time Equivalent employment refers to the number of total hours worked by employees divided by equivalent full-time employee hours which are at minimum 40 (forty) hours per week over 52 weeks or 2,080 hours per year. Company must retain the average total workforce for at least ten (10) years from the Commercial Operations Date.

1.04 Compliance with City Requirements. The Company must maintain compliance with all City requirements, including payment of taxes and fees owed to the City.

II. City's Obligations

2.01 Economic Development Incentive. As consideration for the Company's performance of its obligations under this Agreement, the City will provide the following

2.02 Operational Phase Rebate. Upon the Commercial Operations Date, Roadhouse shall be eligible for a rebate equal to 50% of the City's Sales Tax collected from the Roadhouse's operations for up to ten (10) years, subject to a total rebate amount not to exceed Three Hundred Thousand Dollars and 00/100 ($300,000.00).

III. General Terms

3.01 Term. The term of this Agreement will begin on the Effective Date and continue until ten (10) years after the Commercial Operations Date except as agreed to in writing by both Parties or as otherwise provided in this Agreement.

3.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to the Company.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payment(s) to be made to the Company, or other expenditure(s) under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, or any other economic development or financing program authorized by statute or home-rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in a given fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to the Company for such payments or expenditures unless and until appropriation of the necessary funds is made; provided, however, that the Company, in its sole discretion, shall have the right, but not the obligation, to terminate this Agreement and shall have no obligations under this Agreement for the year in which the City does not appropriate the necessary funds.

(d) To the extent there is a conflict between this Section 3.02 and any other language or covenant in this Agreement, this Section 3.02 shall control.

3.03 Representations and Warranties. The City represents and warrants to the Company that the economic development program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the economic development program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the City that it has the requisite corporate authority to enter into this Agreement.

3.04 Event of Default. If either the City or the Company should fail in the performance of any of its obligations under this Agreement, such failure or omission to perform shall constitute an "Event of Default" under this Agreement. When an Event of Default occurs, the non-defaulting party shall provide the defaulting party with written notice of the alleged Event of Default (pursuant to Section 3.09, below), and allow the defaulting party a minimum period of ninety (90) calendar days after the receipt of this notice to cure such Event of

Default, prior to terminating this Agreement, instituting an action for breach of contract or pursuing any other remedy for the event of default.

3.05 Entire Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating to the Parties' obligations are superseded by this Agreement. This Agreement may only be modified, altered or revoked by written amendment signed by the City and the Company.

3.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

3.07 Assignment. Except as provided below, the Company may not assign its rights or obligations under this Agreement to a third party without prior written approval of the City.

3.08 Termination.

(a) Termination by the Company for convenience. In the event the Company elects not to proceed with the Project as contemplated by this Agreement, the Company shall notify the City in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

(b) Termination for Cause. If either Party to this Agreement fails to meet its obligations under this Agreement, and the non-defaulting party provides notice of the Event of Default as set forth in Section 3.04, above, and the Event of Default is not cured within the ninety (90) calendar day cure period, this Agreement may be terminated by the non-defaulting party after expiration of the ninety (90) calendar day cure period.

3.09 No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder will operate to or be deemed to waive any immunity or defense of any City trustee, officer, employee, volunteer, representative, or agent or any Company trustee, officer, employee, volunteer, representative, or agent may be entitled under law.

3.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

To the Company:

TEXAS ROADHOUSE OF BAYTOWN, TX LLC

Attn: Nathan Staab, Director of Tax
Address: 6040 Dutchman's Lane, Louisville, KY 40205
Email: nathan.staab@texasroadhouse.com

STRATEGIC RESTAURANT ENTERPRISES, INC
Attn: Nathan Staab, Director of Tax
Address: 6040 Dutchman's Lane, Louisville, KY 40205
Email: nathan.staab@texasroadhouse.com

with a copy to:

Ryan LLC
Attn: Austin Arnold
Address: 301 East Pine Street, Orlando, FL 32801
Email: austin.arnold@ryan.com

To the City:

City of Baytown
Attn: City Manager
Address: 2401 Market Street, Baytown, TX 77520
Email: jason.reynolds@baytown.org

with a copy to:

City of Baytown
Attn: City Attorney
Address: 2401 Market Street, Baytown, TX 77520
Email: scott.lemond@baytown.org

Any such notices will be either (a) sent by certified mail, return receipt requested, in which case such notice will be deemed delivered three (3) business days after the deposit thereof, postage prepaid, in the United States mail, or (b) sent by a nationally recognized overnight courier, in which case such notice will be deemed delivered upon actual receipt, or (c) delivered by hand delivery, in which case such notice will be deemed delivered upon receipt, or (d) sent by email transmission, in which case such notice will be deemed delivered upon actual receipt. The above address and email may be changed by written notice to the other party; provided, however, that a notice of a change of address will not be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. If any notice, letter or information herein requires "actual receipt," such notice, letter, or information will not be deemed received until the party entitled to receive the same has physical possession of such notice, letter or information.

The term "business day" as used in this Agreement will mean a day that is not a Saturday, Sunday, or legal holiday in Houston, Texas.

3.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall be interpreted as being drafted by both Parties in conjunction with the other, neither more strongly for, nor against any party.

3.12 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie in the state courts of Harris County, Texas.

3.13 Severability. In the event any provision(s) of this Agreement is deemed illegal, invalid or unenforceable under present or future law(s) by a court of competent jurisdiction, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision will be substituted by written amendment to this Agreement which is legal, valid or enforceable and similar in terms to the provision deemed to be illegal, invalid or unenforceable.

3.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

3.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

3.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, current and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Facility or the design, construction or operation of any portion thereof.

3.17 Public and Confidential Information. All records and information provided to the City and its representatives to verify compliance with this Agreement, including monthly and annual reports shall be considered public information, and shall be available for public inspection, and may be posted on the City's website without further advance notice to the Company. Other information provided by or on behalf of the Company under or pursuant to this Agreement that the Company considers as proprietary shall be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act (the "Act"), the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the Company shall be responsible for defending the confidentiality of such information. The City has the right to conduct on-site inspections and/or request documentation as outlined in Exhibit B to establish compliance, including but not limited to purchase orders, invoices, proof of payment, payroll records reflecting the position title, hire dates, salaries and number of hours compensated of all individuals in New Full-Time Jobs.

3.18 Limitation of Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages.

3.19 Counterparts. This Agreement may be executed in several identical counterparts by the Parties on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts combined shall constitute one (1) original agreement.

Signatures on next page

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

Strategic Restaurant Enterprises, Inc.

By: E. Nathaniel Staab

Nathan Staab
Director of Tax

Date: June 17, 2026

CITY OF BAYTOWN, TEXAS

By: _____

Jason Reynolds
City Manager

Date: _____, 2026

Approved as to form:

_____
Scott Lemond, City Attorney

Texas Roadhouse of Baytown, TX LLC

By: Texas Roadhouse Holdings LLC,
a Kentucky limited liability company,
its Manager

By: Texas Roadhouse, Inc.,
a Delaware corporation,
its Manager

By: E. Nathaniel Staab
Name: E. Nathaniel Staab
Title: Director of Tax

By: E. Nathaniel Staab
Nathan Staab
Director of Tax
Date: June 17, 2026

EXHIBIT A

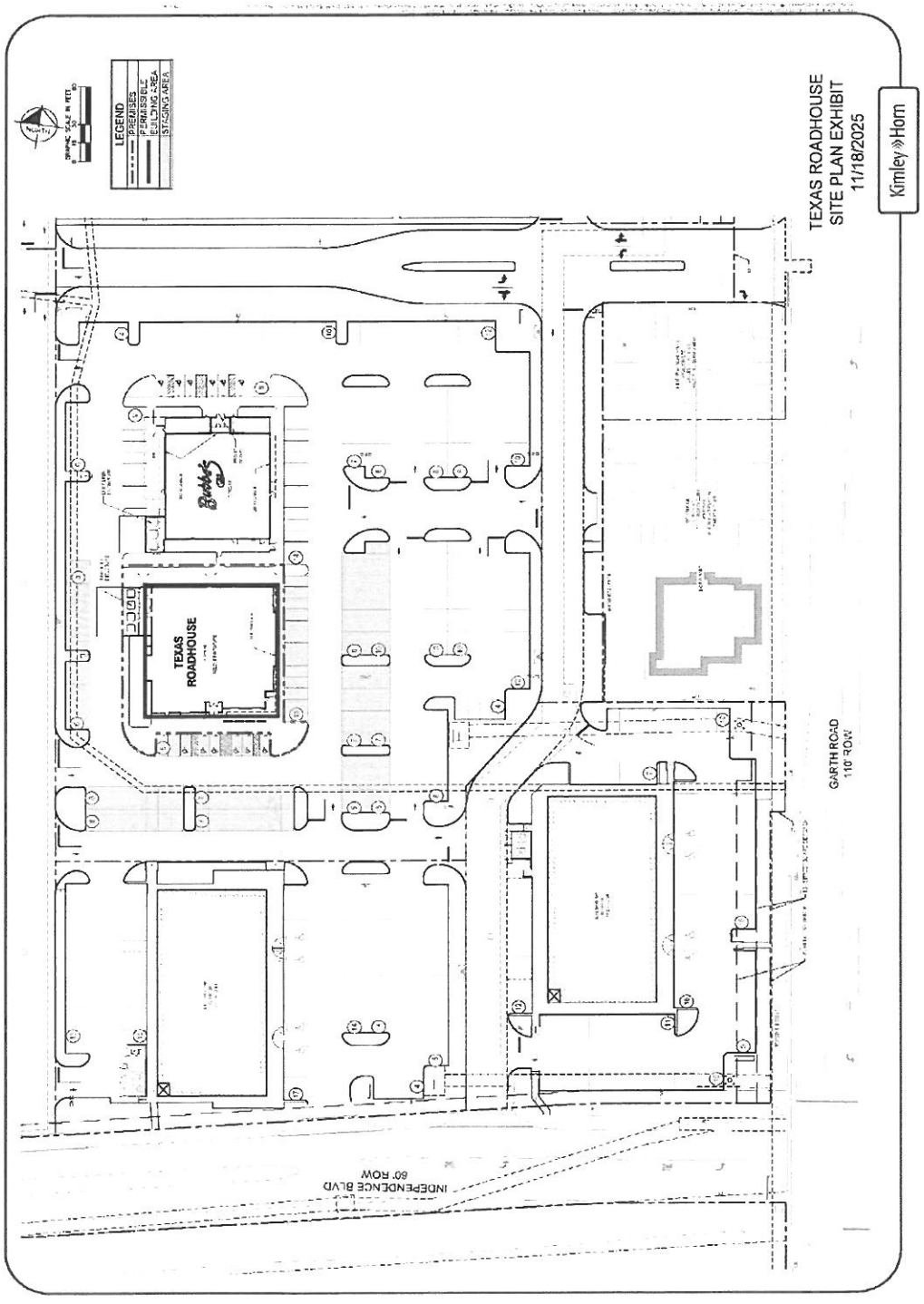

LEGEND
PREMISES
PERMANENT EASEMENT
EXISTING USE
STAGING AREA
TEXAS ROADHOUSE
SITE PLAN EXHIBIT
11/18/2025
Kimley»Horn
TEXAS ROADHOUSE
GARTH ROAD
110' ROW
INDEPENDENCE BLVD
60' ROW

EXHIBIT B: ANNUAL COMPLIANCE AND REPORTING FORM

Reporting Period: [Insert Year]

Date of Submission: [Insert Date]

1. General Information

- **Company Names:** Texas Roadhouse of Baytown, TX LLC & Strategic Restaurant Enterprises, Inc.
- **Property Address:** [Insert Property Address]
- **Commercial Operations Date:** [Insert Date CO was received]

2. Investment (Section 1.02)

The Company must invest a minimum of $10,000,000.00.

Metric	Required	Actual (Current Year)
Total Investment	$10,000,000.00	$

Include supporting documentation

3. Job Creation and Retention (Section 1.03)

The Company must maintain an average of 80 Full-Time Equivalent (FTE) positions (minimum 40 hours/week).

- **Total FTE Positions Managed this Period:** _____
- **Average Hours per Week per FTE:** _____
- **Documentation Attached:** (e.g., Payroll records as per Section 3.17)

4. Financial Incentives and Tax Documentation (Section 3.01)

Company must provide documentation to support rebate eligibility.

- **Tax Authorization Letter granting the City to access state tax records?** ☐ Yes ☐ No
- **Total Rebate Requested (Cap $300,000):** $_____

---

5. Company Certification

I, [Name], acting as an authorized representative for the Company, hereby certify that the information provided above is true and correct, and that the Company is currently in compliance with all City requirements, including the payment of all taxes and fees.

Signature: _____

Title: _____

Date: _____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Chapter 380 Economic Developoment Agreement

Project Name:

Company Name: Texas Roadhouse of Baytown, TX, LLC

Department: Administration

Date: 06/29/2026 **Council Date:** 07/09/2026

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 Digitally signed by Teresa.McKenzie Date: 2026.06.29 20:48:54 -05'00' 06/29/2026

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 & MDD MEETING 8. b.

Meeting Date: 07/09/2026
Subject: Text Amendment to Unified Land Development Code - Short-Term Rental
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Calvin Abram, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance regarding proposed text amendments to the Unified Land Development Code (ULDC) to change Section 2.31 Consolidated Use Table; to change Section 2.33 Use Specific Standards; and to change Article 10 Word Usage regarding short-term rentals.

PREFACE

This text amendment will remove the Special Use Permit requirement and replace the sections associated with the use table, use standards, and definition as it pertains to short-term rentals.

Fiscal Impact

Fiscal Year: N/A
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):

Attachments

Ordinance - Short Term Rentals

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.3 "USE STANDARDS," SEC. 2.31, "CONSOLIDATED USE TABLE," TABLE 2.31-1, "LAND USE TABLE;" SEC. 2.33,"USE SPECIFIC STANDARDS," SUBSEC. 2.33-3, "RESIDENTIAL USES;" AND ARTICLE 10, "WORD USAGE," DIVISION 10.2, "DEFINITIONS," TO AUTHORIZE THE PERMITTING AND INSPECTION OF SHORT-TERM RENTALS AND AMEND THE DEFINITION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

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

Section 1: That Chapter 111, "Unified Land Development Code," Article 2 "Zoning Districts and Dimensional Standards," Division 2.3, "Use Standards," Sec. 2.31 "Consolidated Use Table," is hereby amended as follows:

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 2. ZONING DISTRICTS AND DIMENSIONAL STANDARDS

….

Division 2.3. Use Standards

….

Section 2.31 Consolidated Use Table

….

Table 2.31-1 Land Use Table

….

Use Category	Specific Uses	Zoning Districts																		Use Standards
		Residential							Mixed-Use						Non-Residential						
		ER	SR		MR	UR		AR	MUN	DTA		SJ			NC	GC	FC	LI	HI	OR	
		CV	CV	CS	CV	CV	IF			MS	FLX	MS	FLX	SJ-3							
RESIDENTIAL USES																					

….

Overnight Accomodations	Short-Term Rental	L	L	L	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	2.33-3

….

Section 2: That Chapter 111, "Unified Land Development Code," Article 2 "Zoning Districts and Dimensional Standards," Division 2.3, "Use Standards," Sec. 2.33 "Use Specific Standards," Subsec. 2.33-3, "Residential Uses," is hereby amended as follows:

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 2. ZONING DISTRICTS AND DIMENSIONAL STANDARDS

….

Division 2.3. Use Standards

….

Section 2.31 Consolidated Use Table

….

Subsec. 2.33-3 Residential Uses

….

G. Short-Term Rental.

1. The City of Baytown will not enforce community deed restrictions or covenants associated with short-term rentals.
2. Tenure. The use may be rented for a period of up to, but not exceeding, 30 days.
3. Hotel-Motel Occupancy Tax: The City's Hotel-Motel Occupancy Tax requirements are applicable; (See Chapter 90, Article III, Hotel Occupancy Tax, of the City's Code of Ordinances).
4. A permit is required:
    a. No person shall advertise, offer to rent, rent, or lease a residential property, or any portion thereof, within the City as a short-term rental without first obtaining a permit from the City.
    b. The permit application shall include the name and contact information of the property owner, the address of the property, the number of bedrooms to be offered for rent, the number of available parking spaces, the designation and contact information of a twenty-four (24) hour local contact person, and any other information required by the City.
        i. The "local contact person" shall be within 50 miles of the short-term rental.
    c. A permit shall not be transferrable.

d. A permit expires one (1) year after its date of issuance, and shall be renewed by the owner or applicant.

e. Each owner or applicant of a short-term rental shall post a copy of the city-issued permit at a visible location inside the dwelling near the primary entrance.

5. Inspection is required:

a. Initial inspection: Upon submission of an application for a permit, and prior to the occupancy of a short-term rental by guests, the applicant shall schedule an initial inspection of the residential structure with the City Fire Marshal's Office or its designee to determine compliance with minimum occupancy standards, including but not limited to: the number of bedrooms offered for rent; the number of parking spaces provided; the presence of an accessible fire extinguisher; working smoke detectors in bedrooms and hallways; and a carbon monoxide detector.

b. Re-inspection: If, upon completion of the initial inspection, the premises are found to be deficient in one (1) or more provisions of this section, the city shall provide written notice of such deficiencies. It shall be the responsibility of the applicant to schedule a re-inspection of the premises, and a permit shall not be issued until the premises passes inspection. An inspection fee will be required.

c. Renewal certification: The subject property will be subject to an inspection each time the applicant submits for permit renewal.

d. Additional inspections authorized: The City or its authorized representative may, at its sole discretion, conduct additional inspections of a permitted short-term rental upon a report or suspicion of a violation of this Article.

6. Principal Use. The principal use of the short-term rental shall be a residential dwelling unit.

7. Residential Character. The use shall be conducted so that it does not unreasonably interfere with the peace and enjoyment of surrounding homes as places of residence. The property owner, and/or property management must comply with the following rules:

a. Parking: the owner must provide evidence of one parking space per bedroom listed for rent plus one additional parking space.

b. Number of occupants: two persons per bedroom is allowed plus two additional persons. The total number of occupants shall not exceed ten persons at any given time.

c. Party venue: the owner shall not advertise the property as party or entertainment venue; or any commercial/nonresidential use that violates the City's zoning regulations.

d. The property owner is responsible for complying with all applicable rules, covenants, and restrictions of any

Homeowners' Association (HOA) or similar subdivision management organization.

e. The minimum stay for a short-term rental shall be one (1) continuous twenty-four (24) hour period.

f. A twenty-four (24) hour local contact person shall be designated to respond to emergencies or neighborhood complaints. The contact person shall be available at all times and, if requested by the Police or Fire Department, shall be present on-site within one (1) hour of notification.

g. The use of interior sound monitoring devices is encouraged to help ensure compliance with applicable noise regulations.

h. Property rules and the contact information for the local contact person shall be posted inside the property in a visible location and near the primary entrance of the property.

8. Revocation or Suspension of a Short- Term Rental Permit:

a. The owner of the property and the operator of the STR shall be responsible for compliance with all applicable laws, rules, and regulations pertaining to the use and occupancy of the subject STR, including prohibition of public nuisances and unreasonable noise. Violations of any applicable law, rule, or regulation, may result in the revocation or denial of a short-term rental permit.

b. Revocation or Suspension Due to False Information: The Director of Planning and Development Services is authorized to suspend or revoke a short-term rental permit issued under the provisions of this Article if the property owner fails to pay hotel occupancy tax, or if it is determined that the property owner or applicant of a short-term rental permit made a false statement of material fact on an application for the permit.

c. Revocation Due to Violation: The Director of Planning and Development Services is authorized to revoke a short-term rental permit after three (3) violations have occurred in any consecutive 12-month period or when a property owner fails to correct a violation within the specified time period. For the purposes of this section, a violation shall be defined as any violation of the requirements of this Article or the City Code of Ordinances.

d. Revocation Process: upon a determination to revoke a short-term rental permit, the Director of Planning and Development Services shall notify the property owner of the decision to revoke and the effective date of the revocation in writing within ten (10) days of the determination.

e. Reapplication After Revocation: if a Short-Term Rental Permit is revoked, the property owner may not submit a new application for a short-term rental permit for the same property for a period of 12-months from the date of revocation.

f. Appeals: If the Director of Planning and Development Services denies the issuance or renewal of a short-term rental permit or revokes or suspends an existing short-term rental permit issued under this Article, the property owner may appeal the decision to the Board of Adjustments (BOA) in accordance with Unified Land Development Code (ULDC), Article 7 Development Review Procedures, Sec. 7.53 Appeal of Administrative Decision.

9. Penalties: Any person who knowingly or intentionally violates any subsection of this article shall be punishable in accordance with Article 9 Enforcement, Violations and Penalties of the City Code of Ordinances.

….

Section 3: That Chapter 111, "Unified Land Development Code," Article 10, "Word Usage,", Division 10.2, "Definitions," is hereby amended as follows:

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 10. WORD USAGE

….

Division 10.2 Definitions

….

S

….

Short-Term Rental means the rental of all or part of a residential dwelling unit that is rented out for compensation for a duration of occupancy period of less than 30 consecutive days.

….

Section 4: Any person who fails to comply with any provision contained in Sections 1-8 of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency,

and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 6: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void, or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL & MDD MEETING 8. c.

Meeting Date: 07/09/2026
Subject: Short-term Rental Fee
Prepared for: Jason Reynolds, City Management
Prepared by: Martin Scribner, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance to adopt a fee for residential short-term rentals.

PREFACE

On June 25, 2026, City Council adopted an ordinance to regulate residential short-term rentals in the City of Baytown. One of the provisions of this ordinance requires an annual permit which is accompanied by a fee. This ordinance will adopt a proposed fee of $350.00 annually, per permit. This fee will recover the cost of the City's use of a third-party company to implement and enforce the new regulations.

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 - STR fees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE V "FINANCE," DIVISION 1 "GENERALLY," SECTION 2-595 "FEES FOR VARIOUS CITY SERVICES", SUBSECTION (1) "PLANNING SERVICES" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS TO ADD A FEE FOR SHORT-TERM RENTALS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

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

Section 1: That Chapter 2 "Administration," Article V "Finance," Division 1 "Generally," Section 2-595 "Fees for various city services," Subsection (1) "Planning services" is hereby amended to read as follows:

CHAPTER 2 – ADMINISTRATION

….

ARTICLE V. FINANCE

DIVISION 1. GENERALLY

Sec. 2-595 – Fees for various city services.

….

(1) *Planning services.* Any person applying to the city for a permit or approval for the following planning services shall pay to the city, prior to the issuance of the permit or obtaining an approval, the fee as indicated hereinbelow:

….

Short-term rental, residential	$350.00

….

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

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

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL & MDD MEETING 9. a.

Meeting Date: 07/09/2026

Subject: Purchase Origami Risk LLC Risk Management Information System (RMIS) software and services

Prepared for: Joey Lopez, Human Resources **Prepared by:** Ava Hudnall, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing the sole source purchase of Origami Risk LLC Risk Management Information System (RMIS) software and services.

PREFACE

This proposed ordinance authorizes the sole source purchase of Origami Risk LLC's Risk Management Information System (RMIS) software in the amount of $59,600 for year two of a three-year agreement. The year two costs include: licenses, hosting, data processing, and client support. The City has utilized the Origami Risk LLC Risk Management Information System (RMIS) software since 2022. This software helps ensure accurate and consistent tracking and reporting of the City's claims, incidents, locations, and vehicles. The Origami Risk LLC risk management portal allows incident reports, safety inspections, and citizen claims to be submitted online and tracked electronically.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	64006052-52011
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	59,600.00
Fiscal Impact (Additional Information):	

Attachments

Ord--Authorizing Payment for Year 2 of 3 Origami Risk
Origami Agreement
Invoice - Origami
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT IN THE AMOUNT OF FIFTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($59,600.00) TO ORIGAMI RISK, LLC FOR THE SOLE-SOURCE PURCHASE OF RISK MANAGEMENT INFORMATION SYSTEM SOFTWARE AND SERVICES, YEAR TWO OF A THREE-YEAR AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Texas Local Government Code Annotated §252.022 provides that when the functional requirements of the City can only be satisfied by one source, the requirement for competitive bids is not applicable; and

WHEREAS, the purchase of Origami Risk Management Information System Software and Services can only be purchased from one source—Origami Risk, LLC; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown, Texas, hereby declares that only one source can satisfy the needs of the City for the procurement of Risk Management Information System Software and accompanying Support Services.

Section 2: That the City Council of the City of Baytown, Texas, authorizes payment of the sum of FIFTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($59,600.00) to ORIGAMI RISK, LLC for the purchase of Risk Management Information System Software and Services, year two of a three-year agreement.

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 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

/opt/datalogics/public/186ec317b-c796-4e5a-8905-a696ce8a3266/28256_Ord-Authorizing_Purchase_of_Origami_Risk_Software_Year_2_of_3.kh.docx

CITY OF BAYTOWN

HUMAN RESOURCES

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6692

June 9, 2026

Origami Risk LLC
222 N. LaSalle St.
Ste. 2100
Chicago, IL 60601

Re: Agreement between Origami Risk LLC and the City of Baytown

To Whom It May Concern,

Pursuant to the terms of the above Agreement entered into on July 27, 2025, between the City of Baytown and Origami Risk LLC, this will serve to confirm that the City has authorized funds for the July 27, 2026, through July 27, 2027, subscription period for budget authorization purposes only. This letter does not constitute a renewal or amendment of the Agreement, which remains in full force and effect per its terms.

If this is acceptable to you, please sign where indicated below, and return to us via email at ava.hudnall@baytown.org. Should you wish to discuss this matter in greater detail, please do not hesitate to contact me at 281-420-6523. Thank you for your cooperation and assistance.

Sincerely,

Joey Lopez
Director of Human Resources

AGREED:

Origami Risk LLC



06-09-2026

(Signature) (Date)

Ryan Dardis

(Printed Name)

Chief Revenue Officer

(Title)

ORIGAMI RISK

DATE	INVOICE #
06/16/2026	26-1891

BILL TO

City of Baytown
3200 N Main St
Baytown, TX 77522

REMIT TO

Origami Risk LLC
P.O. Box 74751
Chicago, IL 60694-4751
finance@origamirisk.com

To pay via electronic funds transfer:

Bank name: BMO Harris Bank
Account name: Origami Risk LLC
Account number: 366-210-3
ACH routing number: 071000288
Wire transfer number: 071000288
SWIFT code: HATRUS44

PO NUMBER	PAYMENT TERMS	DUE DATE
	Net 30 Day Terms	07/16/2026

DESCRIPTION	AMOUNT
Software License & Service: Year 2 fee pursuant to Exhibit A Order Form #20250727 ($52,100) subject to terms and conditions of the Software License and Service Agreement dated 07/27/2025 Inclusive of: Order Form #20260331 ($7,500)	
Subtotal	$59,600.00
Total	$59,600.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase Origami Risk LLC Risk Management Information System (RMIS) software and services

Company Name: Origami Risk, LLC

Department: Human Resources

Date: 06/16/2026 **Council Date:** 07/09/2026

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 McKissick — Director of Finance

06/16/2026 — Date

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

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

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

CITY COUNCIL & MDD MEETING 9. b.

Meeting Date: 07/09/2026

Subject: Consider a resolution to approve the assignment of Private Activity Bond authority by Southeast Texas Housing Finance Corporation to Texas Department of Housing and Community Affairs.

Prepared for: Scott Lemond, Legal **Prepared by:** Miriam Schoen, Legal

Department: Legal

Information

ITEM

Consider a resolution to approve the assignment of Private Activity Bond authority by Southeast Texas Housing Finance Corporation to the Texas Department of Housing and Community Affairs.

PREFACE

The Southeast Texas Housing Finance Corporation ("SETH") has applied to the Texas Bond Review Board for an allocation of private activity bond volume cap (the "Volume Cap Allocation") to facilitate a single-family mortgage origination program. SETH intends to assign a portion of the Volume Cap Allocation to the Texas Department of Housing and Community Affairs ("TDHCA") in connection with TDHCA's single-family mortgage revenue bond programs. The Volume Cap Allocation, once assigned, will be used to provide a means of financing single-family home mortgages for residents in SETH's jurisdictions. Any bonds issued by TDHCA will be special limited obligations of TDHCA and neither the City of Baytown, nor SETH, will be liable in any manner for the payment of such bonds.

Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the "Act"), the City of Baytown, as a sponsoring political subdivision of SETH, must approve of the assignment of the Volume Cap Allocation by the Corporation to TDHCA. Accordingly, SETH is asking City Council to pass this resolution in order to meet the requirements of the Act.

Fiscal Impact

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

Attachments

Resolution - SETH Bond Assignment to TDHCA
ETH TDHCA Resolution Packet
example resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY BY THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, The Southeast Texas Housing Finance Corporation (the "Corporation") was created by the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 12691-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (as it may be amended, the "Act"); and

WHEREAS, the Corporation has informed City of Baytown, Texas (the "City") that the Corporation has filed or intends to file with the Texas Bond Review Board an application in the 2026 program year for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $70,000,000 (the "Reservation"); and

WHEREAS, the Corporation has informed the City that the Board of Directors of the Corporation has adopted or intends to adopt a resolution to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Act, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes; and

WHEREAS, as a governmental unit that created the Corporation, the City Council of the City of Baytown, Texas desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the City desires to approve the Assignment Agreement in substantially the form attached as Exhibit "A" between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted; NOW THEREFORE,

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

Section 1: That the City specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2: The approval herein given is solely pursuant to Chapter 1372.044 of the Texas Government Code, and is not to be construed as any undertaking by the City, and it is expressly acknowledged that any bonds issued by TDHCA using the Reservation would be obligations only of TDHCA and shall never constitute an indebtedness or pledge, within the meaning of any constitutional or statutory provision, of the Corporation, the City or any other municipal or political corporation or subdivision of the State of Texas, and the holders of any such obligations shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Corporation, the City or any such municipal or political corporation or subdivision.

Section 3: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Mayor, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, The Southeast Texas Housing Finance Corporation (the "Corporation") was created by the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (as it may be amended, the "Act"); and

WHEREAS, the Corporation has informed City of Baytown, Texas (the "Sponsor") that the Corporation has filed or intends to file with the Texas Bond Review Board an application in the 2026 program year for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $70,000,000 (the "Reservation"); and

WHEREAS, the Corporation has informed the Sponsor that the Board of Directors of the Corporation has adopted or intends to adopt a resolution to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Act, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes; and

WHEREAS, as a governmental unit that created the Corporation, the City Council of the City of Baytown, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement. The approval herein given is solely pursuant to Chapter 1372.044 of the Texas Government Code, and is not to be construed as any undertaking by the Sponsor, and it is expressly acknowledged that any bonds issued by TDHCA using the Reservation would be obligations only of TDHCA and shall never constitute an indebtedness or pledge, within the meaning of any constitutional or statutory provision, of the Corporation, the Sponsor or any other municipal or political corporation or subdivision of the State of Texas, and the holders of any such obligations shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Corporation, the Sponsor or any such municipal or political corporation or subdivision

Section 2. The Mayor of the Sponsor is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

PASSED AND APPROVED on this _____.

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk or City Secretary

APPROVED AS TO FORM:

_____
City Attorney

SUPPLEMENTAL INFORMATION

For many years it has been very difficult for Local Housing Finance Agencies to issue Single Family Mortgage Revenue Bonds. In the past, when SETH contemplated the issuance of single family bonds, the issuance and non-origination fees would have been approximately $1.7 Million for $25,000,000 in mortgage originations. SETH would not have receive any contribution back.

This is a result of the statutory requirement that obligates local housing finance agencies (LHFAs) to reserve at least 50% of issued bonds for homebuyers with incomes below 80% of the area median income for at least 12 months. **State agencies do not have this requirement.** Because it is difficult to qualify these homebuyers, LHFAs often face non-origination fees when a bond issue is not fully committed.

We appreciate the Partnership with the State Agency. By transferring our Bond Allocations to TDHCA, SETH does not incur any costs and we are still able to serve the homebuyers in our jurisdictions, which include: **Texas Counties of** Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the **Texas Cities of** Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball.

FOLLOWING EXHIBITS:
Exhibit A – Assignment Agreement

CITY COUNCIL & MDD MEETING 9. c.

Meeting Date: 07/09/2026

Subject: Extension of the Agreement for Emergency Protection Services with Cedar Port Navigation and Improvement District

Prepared for: Kenneth Dobson, Fire **Prepared by:** Kenneth Dobson, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing the Extension of the Agreement for Emergency Protection Services with Cedar Port Navigation and Improvement District for a one-year term expiring June 30, 2027.

PREFACE

This ordinance authorizes a one-year extension of the Emergency Protection Services Agreement with Cedar Port Navigation and Improvement District to continue providing fire protection services within the district. The original agreement was approved by Council on October 8, 2015, and expired on June 30, 2021. Subsequent one-year renewals were approved in 2021, 2022, 2023, 2024, and 2025, each expiring on June 30. The proposed extension will renew the agreement for a term of one year. Under the Agreement, the Cedar Port Navigation and Improvement District is required to make quarterly payments based upon the fair market value of the land and all other tangible property within its boundaries in accordance with the following table:

Fair Market Value			Quarterly Fire Protection Payment
>$1,000,000	to	≤$10,000,000	$2,500
> $10,000,000	to	≤$50,000,000	$10,000
>$50,000,000	to	≤$100,000,000	$15,000
>$100,000,000	to	≤$200,000,000	$25,000
>$200,000,000	to	≤$400,000,000	$25,000 or (Actual Market Value x .04%)/4 whichever is greater
>$400,000,000	to	≤$800,000,000	$40,000 or (Actual Market Value x .03%)/4 whichever is greater
>$800,000,000	to	≤$1,200,000,000	$60,000 or (Actual Market Value x .025%)/4 whichever is greater
>1,200,000,000	to	≤$3,000,000,000	$75,000 or (Actual Market Value x .02%)/4 whichever is greater
>3,000,000,000	to	≤$5,000,000,000	$150,000 or (Actual Market Value x .015%)/4 whichever is greater
>5,000,000,000			$187,500 or (Actual Market Value x .01%)/4 whichever is greater

Additionally, District landowners are obligated to pay all reimbursable expenses.

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

Ord Authorizing Extension of Emergency Protection Services Agreement with Cedar Port

Ord-Authorizing Extension of Emergency Protection Services Agreement with Cedar Port
Exhibit A-Extension Agreement for Emergency Protection Services Cedar Port
Cedar Port Emergency Protection Agreement Renewal 2025
Cedar Port Navigation and Improvement District 2015 Emergency Services Agreement(CCID-1)

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 AN EXTENSION OF THE AGREEMENT FOR EMERGENCY PROTECTION SERVICES WITH CEDAR PORT NAVIGATION AND IMPROVEMENT DISTRICT; 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 and City Clerk of the City of Baytown to execute and attest to an Extension of the Agreement for Emergency Protection Services with Cedar Port Navigation and Improvement District. A copy of said extension is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXTENSION OF THE AGREEMENT FOR EMERGENCY PROTECTION SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This EXTENSION AGREEMENT is made, entered into and effective as of the _____ day of _____, 2026, by and between the CITY OF BAYTOWN, Texas, a municipal corporation located in Harris County and Chambers County, Texas (the "CITY"), and Cedar Port Navigation and Improvement District (f/k/a Chambers County Improvement District No. 1), (the "DISTRICT"), having a territory and facilities in Chambers County, Texas.

WHEREAS, the City Council approved the Agreement for Emergency Protection Services between the CITY and the DISTRICT on August 1, 2005, for the CITY to provide emergency support and backup protection to the DISTRICT's territory and facilities therein (the "Agreement"); and

WHEREAS, the Agreement was extended by Council on June 24, 2021, June 23, 2022, June 22, 2023, June 27, 2024 and June 26, 2025; and

WHEREAS, the Agreement will expire on June 30, 2026; and

WHEREAS, the CITY and the District desire to extend the Agreement for a one-year period in order to continue the development of a payment structure to recoup costs expended for fire and emergency medical services within the DISTRICT;

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the CITY and the DISTRICT agree as follows:

1. That the CITY and the DISTRICT agree to extend the term of the Agreement for Emergency Protection Services, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, until June 30, 2027, under the same terms.

2. It is agreed and understood that the DISTRICT is responsible for the safety of its personnel and persons performing emergency services for fire, chemical and medical emergencies at the Territory.

3. In the event of any ambiguity in any of the terms of this Extension 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.

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

5. This Extension Agreement shall bind and benefit the CITY and the DISTRICT and shall not bestow any rights upon any third parties.

6. This Extension Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. This Agreement shall not be amended or modified without the express written consent of both parties hereto.

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

IN WITNESS WHEREOF, the parties have executed this Extension Agreement as of the date first set forth above 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.

CEDAR PORT NAVIGATION AND IMPROVEMENT DISTRICT

_____
Authorized Agent's Signature

_____
Authorized Agent's Printed Name

_____
Authorized Agent's Title

ATTEST:

_____
Signature

_____
Printed Name

_____
Title

CITY OF BAYTOWN

_____
JASON E. REYNOLDS
City Manager

ATTEST:

_____
ANGELA JACKSON
City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND
City Attorney

/opt/datalogics/public/1bfecf11c-82be-4071-8b5d-e1f22b6d5f63/28368_Cedar_Port_Navigation_and_Improvement_District_EPS_Agreement_Extension.kh.docx

EXTENSION OF THE AGREEMENT FOR EMERGENCY PROTECTION SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This EXTENSION AGREEMENT is made, entered into and effective as of the 1st day of July, 2025, by and between the CITY OF BAYTOWN, Texas, a municipal corporation located in Harris County and Chambers County, Texas (the "CITY"), and Cedar Port Navigation and Improvement District (f/k/a Chambers County Improvement District No. 1), (the "DISTRICT"), having a territory and facilities in Chambers County, Texas.

WHEREAS, the City Council approved the Agreement for Emergency Protection Services between the CITY and the DISTRICT on August 1, 2005, for the CITY to provide emergency support and backup protection to the DISTRICT's territory and facilities therein (the "Agreement"); and

WHEREAS, the Agreement was extended by Council on June 24, 2021, June 23, 2022, June 22, 2023; and June 27, 2024; and

WHEREAS, the Agreement will expire on June 30, 2025; and

WHEREAS, the CITY and the District desire to extend the Agreement for a one-year period in order to continue the development of a payment structure to recoup costs expended for fire and emergency medical services within the DISTRICT;

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the CITY and the DISTRICT agree as follows:

1. That the CITY and the DISTRICT agree to extend the term of the Agreement for Emergency Protection Services, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, until June 30, 2026, under the same terms.

2. It is agreed and understood that the DISTRICT is responsible for the safety of its personnel and persons performing emergency services for fire, chemical and medical emergencies at the Territory.

3. In the event of any ambiguity in any of the terms of this Extension 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.

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

5. This Extension Agreement shall bind and benefit the CITY and the DISTRICT and shall not bestow any rights upon any third parties.

6. This Extension Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. This Agreement shall not be amended or modified without the express written consent of both parties hereto.

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

IN WITNESS WHEREOF, the parties have executed this Extension Agreement as of the date first set forth above 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.

CEDAR PORT NAVIGATION AND IMPROVEMENT DISTRICT

Authorized Agent's Signature

William F. Scott

Authorized Agent's Printed Name

President

Authorized Agent's Title

ATTEST:

Signature

Printed Name

Secretary

Title

CEDAR PORT NAVIGATION AND IMPROVEMENT DISTRICT

CITY OF BAYTOWN

JASON E. REYNOLDS
City Manager

ATTEST:

ANGELA JACKSON
City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND
City Attorney

AGREEMENT FOR EMERGENCY PROTECTION SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into and effective as of the 30th day of October, 2015, by and between the CITY OF BAYTOWN, Texas, a municipal corporation located in Harris County and Chambers County, Texas (the "CITY"), and Chambers County Improvement District No. 1, (the "DISTRICT"), having a territory and facilities in Chambers County, Texas; and

WHEREAS, the CITY will provide fire fighting support and backup protection to the DISTRICT's territory and facilities therein, but shall not be obligated to purchase any additional equipment or build any additional facilities in order to provide such support and backup protection, it being the intent of the parties that the level of protection be that which was being provided by the CITY as of the date of said Agreement, October 29, 2015; and

WHEREAS the DISTRICT's territory includes real and personal property used in the logistics, warehousing, distribution, manufacturing, refining and chemical manufacturing, research, support, and office facilities used in direct support of these operations situated either contiguous thereto or separated by roads, which territory is more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (hereinafter referred to as the "Territory"); and

WHEREAS, the DISTRICT desires the CITY to provide fire fighting and rescue services to the Territory in support of which the DISTRICT shall make certain payments to the CITY to enable the CITY's Fire Department to improve fire fighting and rescue response capabilities; and

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the CITY and the DISTRICT agree as follows:

1. The CITY will respond, at the request of the DISTRICT or landowners and tenants in the DISTRICT, with emergency services for fire, chemical and medical emergencies at the Territory which escalate above the incipient or internal response capability of the personnel of the landowners and tenants within the Territory, which services will be provided with reasonable promptness to the extent the equipment, facilities, personnel, training and other resources available to the CITY will, from time to time, permit.

2. The CITY represents that Exhibit "B," attached hereto is, to the best of its knowledge and belief, a complete listing of the CITY's fire and chemical protection equipment, facilities, materials, training, personnel and other emergency response resources, which, as of the effective date of this Agreement, may be utilized for response in the event of an emergency within the Territory as described herein. Upon the written request of the DISTRICT as described hereinbelow, the CITY shall amend Exhibit "B" annually to reflect all such resources which have been acquired and/or retired during the CITY's prior fiscal year, irrespective of the source of such resources. The CITY shall prepare

this amended Exhibit "B" within thirty (30) days after the DISTRICT makes a written request therefor.

3. The CITY's Rules and Regulations for Baytown Fire and Rescue Services and Operations Manual ("Standard Operating Procedures") governing the response to the various emergencies, in conjunction with the availability of resources, shall dictate the CITY's initial response to emergency situations reported by the DISTRICT to the CITY. The Chief of the CITY's Fire Department or the senior Fire Officer on the scene, i.e., the Incident Commander, shall, with the assistance and cooperation of plant/facility officials within the Territory and analysis of the stand-by resources required, determine the level of additional CITY, Mutual Aid Mont Belvieu ("MAMB"), Channel Industries Mutual Aid ("CIMA") and/or other outside response required.

4. In addition to the obligation of the DISTRICT, its landowners or tenants to pay all reimbursable expenses required herein, the DISTRICT shall make annual payments to the CITY during the term or terms of this Agreement, as provided in this Paragraph.

For the services required to be rendered herein, the DISTRICT shall pay quarterly payments equal to the following based upon the fair market value of all of the land and all other tangible property, real, personal or mixed, within the DISTRICT'S territory as most recently certified by the chief appraiser of the Chambers County Appraisal District:

Fair Market Value			Quarterly Fire Protection Payment
> $ 1,000,000	to	≤ $10,000,000	$ 2,500
> $ 10,000,000	to	≤ $50,000,000	$ 10,000
> $ 50,000,000	to	≤ $ 100,000,000	$ 15,000
> $ 100,000,000	to	≤ $ 200,000,000	$25,000
> $200,000,000	to	≤ $ 400,000,000	$25,000 or (Actual Market Value x .04%)/4 whichever is greater
>$ 400,000,000	to	≤ $ 800,000,000	$40,000 or (Actual Market Value x .03%)/4 whichever is greater
>$ 800,000,000	to	≤ $1,200,000,000	$60,000 or (Actual Market Value x .025%)/4 whichever is greater
>$1,200,000,000	to	≤ $3,000,000,000	$75,000 or (Actual Market Value x .02%)/4 whichever is greater
>$3,000,000,000	to	≤ $5,000,000,000	$150,000 or (Actual Market Value x .015%)/4 whichever is greater
>$5,000,000,000			$187,500 or (Actual Market Value x .01%)/4 whichever is greater

The parties agree that to determine the fair market value of all of the land, improvements, and tangible property located within the DISTRICT'S territory in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the DISTRICT's payment in the manner described above. The calculation of fair market value shall:

a. be made without reference to the exemption for pollution control property in Section 11.31, Texas Property Code, and Article VIII, Section 1-l, Texas Constitution, as the same presently exist or may hereinafter be amended, using the fair market value of pollution control equipment as certified by the Chambers County Appraisal District.

b. not be limited to only properties for which a rental market exists if the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code is used, instead if such method is used, the chief appraiser shall:
   (1) use income and expense data pertaining to the property, if possible and applicable;
   (2) make any projections of future income and expenses only from clear and appropriate evidence;
   (3) use data from generally accepted sources in determining an appropriate capitalization rate; and
   (4) determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment.

c. be calculated without reference to any new tax exemption or any increase in an existing tax exemption enacted after January 1, 2015.

The quarterly payments for each Contract Year will be due on the first (1st) day of April, July, October, and January of such Contract Year. Failure of the DISTRICT to make payments in a timely manner will be considered a material breach of this Agreement and will result in interest in the amount of 1% per month being accessed on all delinquent amounts. Additionally for such a material breach, the CITY, in its sole discretion, shall have the right, but not the obligation, (i) to suspend services until the DISTRICT makes payment in full or (ii) to terminate this Agreement. In the event of suspension or termination, the CITY shall provide the DISTRICT written notice of the same.

5. The DISTRICT agrees that in receiving assistance from the CITY or other MAMB or CIMA members, the DISTRICT shall replace material used, and shall repair or replace equipment lost or damaged in the control of a fire or emergency situation within the Territory, in cash based on current replacement cost or in kind, in the same manner as specified in Section 2.6 of the CIMA Bylaws adopted August 18, 2004, or Article IV -- VI of MAMBE Bylaws, unless otherwise specified herein, which bylaws are by this

reference incorporated herein by this reference for all intents and purposes. Reimbursement of damaged or lost equipment is required without regard to the cause or causes thereof (including damage or loss caused by preexisting conditions) or the negligence of any party or parties, including, but not limited to the owner, the operator, the CITY and any CIMA member or MAMB member, as well as their respective officers, agents or employees, whether such negligence be sole, joint or concurrent active or passive. Material used includes, but is not limited to, fire fighting foam, hazardous materials containment or absorbent materials and chemical protective clothing and equipment. Reimbursement of monies expended is required without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, or concurrent, active or passive.

The obligations in this Paragraph 5 shall be in addition to and shall remain in effect notwithstanding termination of the payments described in Paragraph 4 or the termination of this Agreement. The reimbursements required pursuant to this Paragraph 5 shall be due within thirty (30) days after the CITY renders the services resulting in the DISTRICT's obligation to replace material used, and/or to repair or replace equipment lost or damaged in the control of a fire or emergency situation within the Territory. Failure of the DISTRICT to make payments in a timely manner will be considered a material breach of this Agreement and will result in interest in the amount of 1% per month being assessed on all delinquent amounts. Additionally, for such a material breach, the CITY, in its sole discretion, shall have the right, but not the obligation, (i) to suspend services until the DISTRICT makes payment in full or (ii) to terminate this Agreement. In the event of suspension or termination, the CITY shall provide the DISTRICT written notice of the same.

6. The DISTRICT understands and agrees that should the CITY seek assistance from CIMA or MAMB for fire-fighting, rescue, Hazmat and/or medical manpower and facilities or any other assistance in an emergency situation within the Territory, the DISTRICT shall sign a CIMA Non-member Emergency Incident Assistance and Reimbursement and Indemnification Agreement (the "CIMA Agreement") and any MAMB agreement and shall abide by the terms thereof. Should the DISTRICT fail for any reason to sign the CIMA Agreement, the DISTRICT shall still be responsible for all expenses the CITY incurs in complying with Section 2.6 of the CIMA Bylaws, passed on December 12, 2012, and with Article V-VI of the MAMB Bylaws. The DISTRICT understands and agrees that all CIMA and/or MAMB reimbursement costs incurred by the CITY, for whatever reason, shall be borne by the DISTRICT. Should any of the provisions of this Agreement conflict with the terms of the CIMA Agreement and/or any MAMB Agreement, irrespective of whether the DISTRICT signs such agreement, those provisions providing the most protection to the CITY, as determined by the CITY, shall control.

ALL PROVISIONS CONCERNING REIMBURSEMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION HEREOF.

7. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for an initial term of six (6) years from such date ("Initial Term"), unless terminated pursuant to Paragraph 4 or 5 hereinabove. Following the Initial Term, this Agreement may be renewed for an additional four-year term upon agreement of the parties. Each year during the Initial Term and any successive term of this Agreement, commencing on August 1 of each year and ending July 31 of the following year, shall be deemed a "Contract Year" hereunder.

8. The parties understand and agree that the suspension or termination of this Agreement for any reason has no effect on any Industrial District Agreement between the CITY and the entity lying within the Territory. All such agreements shall remain in full force and effect pursuant to its term and conditions thereof.

9. The parties understand and agree that this Agreement shall remain in full force and effect pursuant to its terms and conditions, throughout the term or terms hereof; provided, however, that if:

   (a) the CITY and/or the DISTRICT are unsuccessful in preventing an annexation or incorporation by another municipality or

   (b) the CITY annexes a portion of the Territory,

   the CITY or the DISTRICT may, in its sole discretion, terminate this Agreement only for that portion of the Territory affected by the annexation or incorporation at any time after the effective date of such annexation or incorporation. The DISTRICT may terminate this Agreement on one hundred eighty (180) days notice if it determines, in good faith, that the CITY is not providing an adequate level of fire, chemical and medical emergency services to the DISTRICT.

10. In the event the terms and conditions of this Agreement are rendered ineffective or that their effect is changed by the constitution, any Legislative changes, or any interpretation of Texas law, both parties agree that this Agreement shall be renegotiated to accomplish the intent and purposes of this Agreement.

11. THE DISTRICT AGREES TO INDEMNIFY AND DEFEND THE CITY IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS CONTAINED IN (I) THE CIMA AGREEMENT, DEFINED IN PARAGRAPH 6, SAID AGREEMENT BEING ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "C" AND (II) THE MAMB BYLAWS.

12. The DISTRICT shall procure and maintain at its sole cost and expense for the term(s) of the Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the CITY, its agents, representatives, volunteers, employees or subcontractors.

    12.1 The DISTRICT's insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and agents. Any insurance or self-insurance

maintained by the CITY, its officials, employees or agents shall be considered in excess of the DISTRICT's insurance and shall not contribute to it.

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

a. Commercial General Liability
- General Aggregate: $2,000,000
- Per Occurrence: $1,000,000
- Coverage shall be broad form CGL.
- Waiver of subrogation required.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

b. Business Automobile Policy
- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of subrogation required.

12.3 The following is applicable to all policies of insurance required in Paragraph 12.2:

a. Insurance carrier for all liability policies must have an A.M. Best Rating of B+:VIII or better.

b. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

c. Liability policies must be on occurrence form.

d. 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 certified mail, return receipt requested, has been given to the CITY.

e. The CITY, its officers, agents and employees are to be added as Additional Insureds to all liability policies. If the DISTRICT chooses to Self-Insure, the General Liability and Automobile Liability Insurance requirements of Paragraph 12.2, then the DISTRICT's extension of Additional Insured Status to the CITY, its officers, agents and employees shall be governed by the applicable Indemnity Agreement in the By-Laws of CIMA Section 2.6.

f. 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.

g. DISTRICT shall file with the CITY valid Certificates of Insurance and endorsements acceptable to the CITY and shall provide updates of the same throughout the term hereof.

13. All notices required to be given hereunder shall be given in writing by overnight, or facsimile transmission, or by certified or registered mail at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three days after the date of mailing thereof to the following addresses:

DISTRICT
Chambers County Improvement District No. 1
Attn: James D. Bonham
Smith, Murdaugh, Little & Bonham, L.L.P.
2727 Allen Parkway, Suite 1100
Houston 77019
Fax No. (713) 652-6515

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

14. It is agreed and understood that the DISTRICT is responsible for the safety of its personnel and persons performing emergency services for fire, chemical and medical emergencies at the Territory.

15. The DISTRICT shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without the prior written consent of CITY, which consent shall not be unreasonably withheld.

16. Notwithstanding anything to the contrary contained in this Agreement, the CITY and the DISTRICT hereby agree that no claim or dispute between the CITY and the DISTRICT 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, the DISTRICT consents to be joined in the arbitration proceeding if the DISTRICT's presence is required or requested by the CITY of complete relief to be recorded in the arbitration proceeding.

17. 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.

18. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or

performance. The place of making and the place of performance for all purposes shall be Baytown, Harris County, Texas.

19. This Agreement shall bind and benefit the CITY and the DISTRICT and shall not bestow any rights upon any third parties.

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

21. This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. This Agreement shall not be amended or modified without the express written consent of both parties hereto.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above 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.

CHAMBERS COUNTY
IMPROVEMENT DISTRICT NO. 1

Authorized Agent's Signature

William F. Scott
Authorized Agent's Printed Name

President
Authorized Agent's Title

ATTEST:

Signature

Craig Cavalier
Printed Name

Secretary
Title

CITY OF BAYTOWN

RICHARD L. DAVIS
City Manager

ATTEST:

LETICIA BRYSCH
City Clerk

APPROVED AS TO FORM:

IGNACIO RAMIREZ, SR.
City Attorney

EXHIBIT "A"

The district includes all of the territory contained within the following described area:

BEING approximately 13,900 acres of land situated in Chambers County, Texas, and being out of and a part of the Christian Smith League, Abstract No. 22, the Thomas Shepherd Survey, Abstract No. 229, the Chambers County School Land Survey, Abstract No. 321, the Solomon Barrow Survey, Abstract No. 3, the John Steele Survey, Abstract No. 227, the J. L. Hill Survey, Abstract No. 106, the J. K. Allen Survey, Abstract No. 31, the J. C. Fisher Survey, Abstract No. 31, the W. D. Smith League, Abstract No. 23 and the John Ijams Survey, Abstract No. 15. This tract of land is more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of Tract No. 199-B, in the East line of the Chambers County School Land Survey, Abstract No. 321 and in the West line of the Solomon Barrow Survey, Abstract No. 3 and in the South right of way line of the Houston Lighting and Power Company Discharge Canal right of way.

THENCE in a Southerly direction with the East line of this tract, the East line of the Chambers County School Land Survey and the West line of the Solomon Barrow Survey to the Northwest corner of Tract No. 100-A.

THENCE in an Easterly and Southerly direction with the North and East lines of Tract No. 100-A to a point at the intersection of the North line of Tract No. 100-A with the East right of way line of F. M. Highway No. 2354.

THENCE in a Southerly direction with the East right of way line of F. M. Highway No. 2354 to the intersection of the South right of way line of Fisher Road (Rice Farm Road) with the East right of way line of F. M. Highway No. 2354.

THENCE in a Westerly direction with the South right of way line of Fisher Road to the most Northern Northeast corner of Tract No. 89.

THENCE in a Southerly and Easterly direction with the East and North lines of Tract No. 89 to the Northwest corner of a 4.00 acre tract of land conveyed to Chambers County.

THENCE in a Southerly and Easterly direction with the West and South lines of the Chambers County 4.00 acre tract to the intersection of the projection of the South line of the Chambers County 4.00 acre tract with the East right of way line of F. M. Highway No. 2354.

THENCE in a Southerly direction with the East right of way line of F. M. Highway No. 2354 to a point at the intersection of the East right of way line of F. M. Highway No. 2354 with the South line, as extended, of a 0.9796 acre tract of land conveyed to United States Steel Corporation by G. E. Troxell, Jr., by deed recorded in Volume 283 at Page 454 of the Deed Records of Chambers County, Texas.

THENCE in a Westerly direction with the South line of Tract No. 89M said Troxell tract to the Southwest corner of said Troxell tract in the East line of Tract No. 89M.

THENCE in a Southerly direction with the East line of Tract No. 89M to the Southeast corner of Tract No. 89M in the North line of Tract No. 125.

THENCE in an Easterly direction with the North line of Tract No. 125 to the East right of way line of F. M. Highway No. 2354.

THENCE in a Southerly direction with the East right of way line of Highway No. 2354 to the South line of Tract No. 125.

THENCE in a Westerly direction with the South line of Tract No. 125 to the Southwest corner of Tract No. 125 in the East line of Tract No. 119.

THENCE in a Southerly direction with the East line of Tracts No. 119, 118, 117, 117A, 116 to the Southeast corner of Tract No. 116 in the North line of Tract No. 114.

THENCE in an Easterly direction with the North line of Tract No. 114 to the East right of way line of F. M. Highway No. 2354.

THENCE in a Southerly direction with the East right of way line of F. M. Highway No. 2354 to South line of Tract No. 4-D as extended.

THENCE in a Westerly direction with the South line of Tract No. 4-D to the most Northern Northeast corner of Tract No. 10-B.

THENCE in a Southerly direction with the East and Northerly lines of Tract No, 10-B to a point at the intersection of the North line of Tract No. 10-B, as extended, with the East right of way line of F. M. Highway No. 2354.

THENCE in a Southwesterly direction with the East and South right of way line of F. M. Highway No. 2354 to the intersection with the East right of way line of Live Oak Drive.

THENCE in a Southwesterly direction with the East and South right of way line of Live Oak Drive to the intersection of the extended East line of the Nerco Oil and Gas Production Company 2.00 acre tract with the South right of way line of Live Oak Drive.

THENCE in a Northerly direction with the East line of the Nerco Oil and Gas 2.00 acre tract to the Northeast corner of said 2.00 acre tract.

THENCE in a Westerly direction with the North lines of the Nerco 2.00 acre tract, the Exxon 2.00 acre tract and the Exxon 5.00 acre tract of land to the Northwest corner of the Exxon 5.00 acre tract of land.

THENCE in a Southerly direction with the West line of the Exxon 5.00 acre tract to the Southwest corner of the Exxon 5.00 acre tract and a corner of the Jones and Laughlin Tract No. 3.

THENCE in a Westerly direction with the South and West lines of the Jones and Laughlin Tract No. 3 and the shore line of Galveston Bay and San Jacinto Bay and the West line of Tract No. 43 to the Southeast or East shore line of Cedar Bayou.

THENCE in a Northwesterly direction with the shore line of Cedar Bayou and the West line of Tracts No. 43, Atlantic Pipeline 14.3427 acre and 43A to the Southwest corner of the Maurice Hirsch so-called 40.28 acre tract and Northwest corner of Tract No. 43A.

THENCE in an Easterly direction with the South line of the Hirsch tract and the North line of Tract No. 43A to a point in the East right of way line of Tri-City Beach Road at the extension of the North line of Tract No. 43A.

THENCE in a Southerly direction with the East line of Tri-City Beach Road to the West right of way line of F. M. Highway No. 1405.

THENCE in a Northerly direction with the West right of way line of F. M. Highway No. 1405 to the Northeast corner of Tract No. 37.

THENCE in a Westerly direction with the North line of Tract No. 37 to the centerline of Cedar Bayou, being the County Line between Chambers and Harris Counties.

THENCE in a Northerly direction with the centerline of Cedar Bayou and said County Line to a point at the intersection of the centerline of Cedar Bayou with the South line of the Warrior and Gulf 15.00 acne tract.

THENCE in an Easterly, Northerly, Westerly and Southerly direction with the lines of the Warrior Gulf 15 acre tract and the Hoesch Tubular Products Company 25 acre tract lines to a point at the intersection of the West line of Hoesch 25 acre tract, extended, with the centerline of Cedar Bayou and said County Line.

THENCE in a Northerly direction with the centerline of Cedar Bayou to the intersection of the centerline of Cedar Bayou with the extension of the South line of Johnnie and Rosemary Jennings property.

THENCE in an Easterly, Northerly and Westerly direction around the Jennings property to the intersection of the North line of the Jennings property extended with the centerline of Cedar Bayou and said County Line.

THENCE in a Northerly direction with the centerline of Cedar Bayou to the intersection of the centerline of Cedar Bayou with the South line, extended, of a Tract conveyed to McDonough Company.

THENCE in an Easterly direction with the South line of the McDonugh Company tract to a point for the Southeast corner of the McDonugh Company tract in the West right of way line of West Bay Road (Old F. M. Highway No. 1405).

THENCE in a Northerly direction with the West right of way line of West Bay Road to a point at the intersection of the North line, extended, of Tract No. 35-X.

THENCE in an Easterly direction with the North line of Tract No. 35-X to the Northeast corner of Tract No. 35-X and in the West right of way line of Houston Lighting and Power Company 330 foot right of way and in the West line of Tract No. 5-D.

THENCE in a Northerly direction with the West line of Tract No. 5-D and the West line of said 330 foot right of way to a point in the North right of way line of West Bay Road.

THENCE in an Easterly direction with the North right of way line of West Bay Road to a point for a corner of Tract No. 5-D being in the East right of way line of the old right of way for West Bay Road.

THENCE in an Easterly direction with the North line of Tract No. 5-D to the intersection with the South right of way line of the Houston Lighting and Power Company Discharge Canal.

THENCE in an Easterly direction with the South right of way line of the Houston Lighting and Power Company Discharge Canal to the Northwest corner of a 21.2152 acre tract of land conveyed to Houston Lighting and Power Company.

THENCE in a Southerly direction with the West line of said 21.2152 acre tract to the Southwest corner of said 21.2152 acre tract of land.

THENCE in an Easterly direction with the South line of said 21.2152 acre tract to the Southeast corner of said 21.2152 acre tract of land in the West line of the Coastal Water Authority 5.115 acre tract of land.

THENCE in a Southerly, Easterly and Northerly direction around said Coastal Water Authority 5.115 acre tract to a point for the Northeast corner of said 5.115 acre tract in the South right of way line of the Houston Lighting and Power Company Discharge Canal right of way.

THENCE in an Easterly direction with the South line of the Houston Lighting and Power Company Discharge Canal right of way to the PLACE OF BEGINNING, containing within said boundaries approximately 13,900 acres of land.

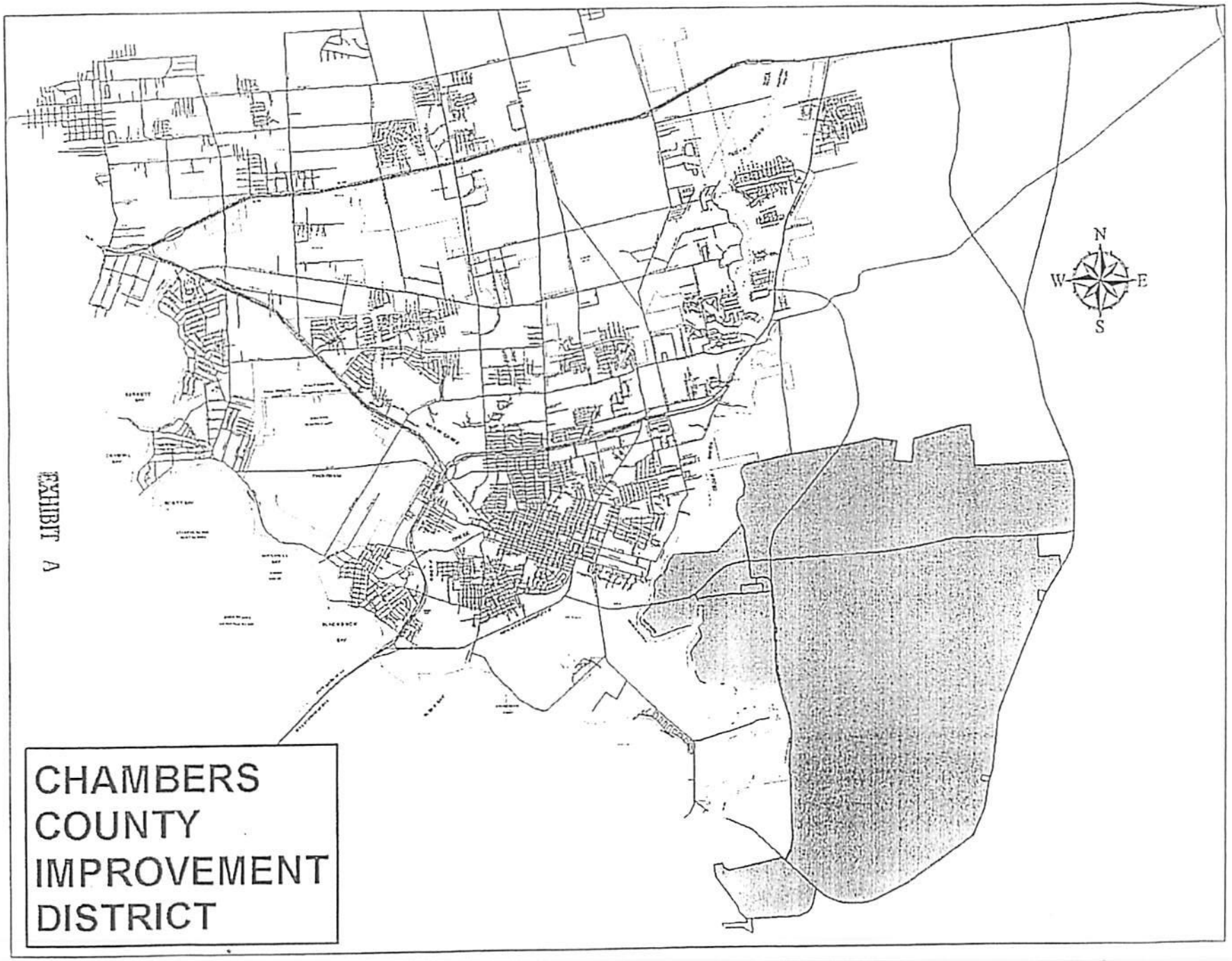


EXHIBIT A

Exhibit "B"

South Command

109 South Main St.
281-420-0420

Personnel:

- 1 Battalion Chief
- 2 Lieutenants

Battalion 1

- 2014 – Chevrolet Tahoe

Radios:

- (4) 800's
- 154
- CIMA

EMS 1

- 2011 Ambulance

Radios:

- (3) 800's

Fire Station One

4723 Garth Rd.
281-420-5331

Personnel:

- 1 Battalion Chief
- 1 Lieutenant
- 1 Equipment Operator
- 3 Firefighters

Engine 1 - 2013 Pierce
2,000 GPM

- 750 Gallons Water
- 1200' 5" Hose
- 600' 2 ½" Hose
- 550' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan
- AED
- Gas Detector
- (5) airpacs

Ladders:

- 24' Extension ladder
- 12' Roof ladders
- 10' A-Frame ladder

Radios:

- (5) 800's
- 154
- CIMA

Fire Station Two

2320 Market St.
281-420-5332

Personnel:

- 1 Lieutenant
- 1 Equipment Operator
- 3 Firefighters

E-2 2007 Pierce Pumper
2,000 GPM

- 750 Gallons Water
- 1000' 5" Hose
- 1000' 2 ½" Hose
- 900' 1 ¾" Hose
- PPV Fan
- AED
- Gas Detector

Ladders:

- (1) 24' Extension ladder
- (1) 14' Extension ladder
- (3) 10' Attic ladders
- (1) 10' A-Frame ladder
- (4) airpacs

Radios:

- (5) 800's
- (1) 154
- (1) CIMA

R-2 - 1993 E-One
1,500 GPM

- 500 Gallons Water
- 1000' 5" Hose
- 1000' 2 ½" Hose
- 900' 1 ¾" Hose
- PPV Fan
- AED
- Gas Detector

Ladders:

- 24' Extension ladder
- 14' Extension ladder
- 10' Attic ladders
- 10' A-Frame ladder
- airpacs

Radios:

- (5) 800's
- 154
- CIMA

Rescue Boat with tow vehicle

Fire Station Three

3311 Massey Tompkins
281-420-5333

Personnel:

- 1 Lieutenant
- 1 Equipment Operator
- 3 Firefighters
- 2 Firefighter/Paramedics

E-3 - 2010 Pierce Pumper
2,000 GPM

- 750 Gallons Water
- 1200' 5" Hose
- 600' 2 ½" Hose
- 550' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan
- AED
- Gas Detector
- (5) airpacs

Ladders:

- 24' Extension ladder
- 12' Roof ladders
- 10' A-Frame ladder

Radios:

- (5) 800's
- 154
- CIMA

Ambulance – Medic 3

- (4) 800's

R-3 - 1998 Pierce
1,250 GPM

- 750 Gallons Water
- 1200' 5" Hose
- 600' 2 ½" Hose
- 550' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan
- AED
- Gas Detector
- (5) airpacs

Ladders:

- 24' Extension ladder
- 12' Roof ladders
- 10' A-Frame ladder

Radios:

- (5) 800's
- 154
- CIMA

Brush 3 - 2010 Chevy 3500

- 200 Gallons Water
- 300' Forrestry Hose
- 150' 3" Hose
- 100' 13/4 Hose
- 65 GPM Pump
- Booster Reel with 150' 3/4" Hose
- 100' 1" Hose

Fire Station Four

910 E. Fayle
281-420-5334

Personnel:
1 Lieutenant
1 Equipment Operator
3 Firefighters
2 Firefighter/Paramedics

E-4 - 2002 Pierce
1,500 GPM
- 750 Gallons Water
- 1000' 5" Hose
- 1000' 3" hose
- 200' 2 ½" Hose
- 450' 1 ¾" Hose
- PPV Fan
- AED
- Gas Detector
- (5) airpacs
- Air Rescue bags
- Jaws w/Rams for Rescue
- Thermal Imaging Camera

Ladders:
- 24' Extension ladder
- 14' Roof ladder
- 12' Roof ladder
- 10' Attic ladder

Radios:
- (5) 800's
- 154
- CIMA

Ambulance – Medic 4
- (4) 800's

1993 Smeal Quint
1500 GPM pump, 75' ladder
- 500 Gallons Water
- 1000' 5" Hose
- 200' 2 ½" Hose
- 450' 1 ¾" Hose
- Ladders
- 75' Aerial Ladder
- (1) 35' Extension ladder
- (1) 24' Extension ladder
- (1) Multi-Extension ladder
- (3) 16' Roof ladders
- (1) 10' Roof ladder
- (1) 10' Attic ladder

Radios:
- (1) 800's
- (1) 154
- (1) CIMA

Fire Station Five

7210 Bayway Dr.
281-420-5335

Personnel:

- 1 Lieutenant
- 1 Equipment Operator
- 3 Firefighters
- 2 Firefighter/Paramedics

E-5 - 2003 Pierce
1,500 GPM

- 750 Gallons Water and 25 Gallon Foam Tank
- 1000' 5" Hose
- 900' 2 ½" Hose
- 850' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan
- AED
- (4) Portable Hand Held Radios
- Gas Detector
- (5) airpacs

Ladders:

- 24' Extension ladder
- 12' Roof ladder
- 10' Attic ladder
- A-frame ladder

Radios:

- (5) 800's
- 154
- CIMA

Ambulance – Medic 5

- (4) 800's

Rescue 51 2009 Ford F450

- Heavy Structure Collapse Equipment

Rescue 52 2009 Ford F450

- Heavy Structure Collapse Equipment

Rescue 53 2009 Ford F450

- Heavy Structure Collapse Equipment

Fire Station Six

10116 Pinehurst Dr.
281-420-5336

Personnel:

- 1 Lieutenant
- 1 Equipment Operator
- 3 Firefighters

E-6 - 2010 Pierce
2,000 GPM

- 750 Gallons Water and 25 Gallon Foam Tank
- 1000' 5" Hose
- 900' 2 ½" Hose
- 850' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan
- AED
- (4) Portable Hand Held Radios
- Gas Detector
- (5) airpacs

Ladders:

- 24' Extension ladder
- 12' Roof ladder
- 10' Attic ladder
- A-frame ladder

Radios:

- (5) 800's
- 154
- CIMA

Reserve 6 - 1993 E-One
1,500 GPM

- 500 Gallons Water
- 900' 5" Hose
- 900' 2 ½" Hose
- 850' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan

Ladders

- 24' Extension ladder
- 14' Roof ladder
- 12' Attic ladder
- 10' A-Frame ladder
- (4) airpacs

Fire Station Seven

7215 Eastpoint Blvd.
281-420-5337

Personnel:

- 1 Lieutenant
- 1 Equipment Operator
- 3 Firefighters
- 2 Firefighter/Paramedics

E-7 - 2013 Pierce Pumper
2,000 GPM

- 750 Gallons Water
- 1200' 5" Hose
- 600' 2 ½" Hose
- 550' 1 ¾" Hose
- 100' 1 ½" Hose
- PPV Fan
- AED
- Gas Detector
- (5) airpacs

Ladders:

- 24' Extension ladder
- 12' Roof ladders
- 10' A-Frame ladder

Radios:

- (5) 800's
- 154
- CIMA

HM-7 - 2004 Pierce

- (5) airpacs
- Thermal Imaging Camera

Radios

- (5) 800's
- 154
- CIMA
- HAZMAT ID Detector
- Gas Detector
- HAZMAT Emergency Response Equipment

HM 71
2012 Chevy 2500

- Generator
- Light Tower

Ladder 7 - 2003 Pierce
1500 GPM pump, 75' ladder

- 475 Gallons Water and 25 gallon Foam Tank
- 1000' 5" Hose
- 300' 3" Hose
- 150' 2 ½" Hose
- 350' 1 ¾" Hose
- Jaws Life
- Airbags
- Chainsaw
- K-12
- PPV Fan
- AED
- Gas Detector
- (5) airpacs
- Thermal Imaging Camera

Ladders:

- 75' Aerial Ladder
- (1) 35' Extension ladder
- (1) 24' Extension ladder
- (1) Multi-Extension ladder
- (3) 16' Roof ladders
- (1) 10' Roof ladder
- (1) 10' Attic ladder

Ambulance – Medic 7

- (4) 800's

CIMA NON-MEMBER
EMERGENCY INCIDENT ASSISTANCE AND
REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

THIS EMERGENCY INCIDENT ASSISTANCE AND REIMBURSEMENT AND INDEMNIFICATION AGREEMENT ("Agreement") is made as of the ___ day of _____,20___, by and between Channel Industries Mutual Aid Organization ("CIMA" or "CIMA Corporation"), a Texas non-profit corporation, and _____, a CIMA non-member (hereinafter "COMPANY").

RECITALS

WHEREAS, COMPANY is currently involved in response activities associated with _____ in _____; and

WHEREAS, CIMA has equipment and/or personnel that are available to help COMPANY respond to the emergency situation; the term "CIMA" or "CIMA Corporation" as used in this Agreement means Channel Industries Mutual Aid Organization, its successors, assigns, agents, employees, officers, directors and all CIMA Members, including their agents, employees, officers and directors; and

WHEREAS, COMPANY desires to contract with CIMA for the actual provision of assistance with response to emergency fire protection and other public safety matters on the terms and conditions set forth herein; and

WHEREAS, COMPANY agrees that the local fire department or other appropriate governmental entity is responsible for directing fire fighting or emergency activities at the COMPANY receiving assistance.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CIMA and COMPANY hereby agree as follows:

ARTICLE I
CONDITIONS AND LIMITATIONS OF SERVICE

1.1 The Services provided under this Agreement shall consist of first alarm assignment only with a minimum of a four-hour callout.

1.2 COMPANY shall pay CIMA for the Services provided in accordance with the following rate schedule:

Hours 0 through 8: $15,000 per hour plus consumables

Hours 9 through 16: $25,000 per hour plus consumables

Hours 16 through 24: $35,000 per hour plus consumables

1.3 CIMA normally will not provide Services for more than 24 hours. In the event that COMPANY requests for the Services to continue for more than 24 hours, CIMA may continue or discontinue the Services at its sole option and within its sole discretion. Should CIMA agree to continue the Services for more than 24 hours, such Services shall be provided at a rate of $50,000 per hour plus consumables.

ARTICLE II

REIMBURSEMENT - MATERIAL & EQUIPMENT

2.1 REIMBURSEMENT. COMPANY receiving assistance from CIMA Corporation or CIMA Members, shall replace material used, and repair or replace any equipment damaged or lost, in the control of a fire or emergency situation within the receiving COMPANY'S facilities, in kind or in cash at current prices. REIMBURSEMENT OF DAMAGED OR LOST EQUIPMENT IS REQUIRED WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (INCLUDING DAMAGE OR LOSS CAUSED BY PREEXISTING CONDITIONS) OR THE NEGLIGENCE OF ANY PARTY OR PARTIES INCLUDING THE OWNER OR OPERATOR OF THE EQUIPMENT, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. THIS REIMBURSEMENT OBLIGATION IS INAPPLICABLE TO THE EXTENT THAT MATERIAL OR EQUIPMENT IS DAMAGED OR LOST BY REASON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.2 Reimbursement Definition. Damage to and loss of equipment refers to damage and loss as a result of the emergency situation rather than from the wear and tear expected in the normal operation of the equipment. The owner of damaged or lost equipment is entitled to repair of the equipment, or replacement of the equipment if repair is not feasible for economic or other reasons. The cost of replacement in that circumstance will be the current cost, in the Greater Houston Metropolitan Area, of new equipment with specifications similar to that of the equipment to be replaced. The current cost of new, similar equipment is to be determined as of the date of the damage or loss that necessitates the replacement of the equipment.

2.3 SURVIVABILITY. ALL PROVISIONS CONCERNING REIMBURSEMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION DATE.

ARTICLE III

INDEMNIFICATION

3.1 INDEMNIFICATION. COMPANY RECEIVING ASSISTANCE FROM CIMA CORPORATION OR CIMA MEMBERS, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS (A) CIMA; AND (B) EACH AND EVERY CIMA MEMBER AND THE AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES THEREOF PROVIDING ASSISTANCE (BOTH (A) AND (B) HEREINAFTER "INDEMNIFIED, PARTIES"), FROM AND AGAINST ANY AND ALL DEMANDS, CAUSES OF ACTION, DAMAGES, INJURIES, FINES (INCLUDING PENALTIES OR OTHER CHARGES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY), LIABILITY, ATTORNEY FEES, LITIGATION COSTS AND EXPENSES, AND LOSSES OF ANY KIND OR CHARACTER FOR SICKNESS OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING ANY EMPLOYEE), AND FOR LOSS OR DAMAGE TO ANY PROPERTY OWNED OR OPERATED BY CIMA CORPORATION, A CIMA MEMBER, OR ANY OTHER PERSON OR ENTITY (INCLUDING ANY EQUIPMENT AND ANY NATURAL RESOURCES) RESULTING DIRECTLY OR INDIRECTLY FROM THE RECEIVING COMPANY'S USE OF EQUIPMENT OR EMPLOYEES OR FROM THE RESPONSE ACTIONS UNDERTAKEN BY CIMA CORPORATION OR CIMA MEMBERS.

THIS INDEMNIFICATION IS APPLICABLE TO ALL EVENTS OCCURRING: (1) ON THE ACTUAL PROPERTY OF COMPANY RECEIVING ASSISTANCE OR (2) ON PROPERTY UNDER THE CONTROL OF THE COMPANY RECEIVING ASSISTANCE (SUCH AS

LEASED WAREHOUSE SPACE), DEMANDS, CAUSES OF ACTION, DAMAGES, INJURIES, FINES, LIABILITY, LOSSES OF ANY KIND OR CHARACTER FOR SICKNESS OR DEATH OF ANY PERSON (INCLUDING ANY EMPLOYEE), AND FOR LOSS OR DAMAGE TO ANY PROPERTY OCCURRING OFF OF THE ACTUAL PROPERTY OF COMPANY RECEIVING ASSISTANCE OR OFF THE PROPERTY UNDER THE CONTROL OF THE COMPANY RECEIVING ASSISTANCE, WILL BE GOVERNED BY COMMON LAW.

3.2 GROSS NEGLIGENCE, WILLFUL MISCONDUCT, CRIMINAL LAW. COMPANY AGREES THAT THE INDEMNITIES PROVIDED FOR IN THIS AGREEMENT SHALL BE EFFECTIVE REGARDLESS OF THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED ON THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT THAT LIABILITY ARISES BY REASON OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. IN ADDITION, THE COMPANY SHALL NOT BE LIABLE TO ANY INDEMNIFIED PARTY FOR ANY CLAIMS OR PENALTIES ARISING OUT OF OR RESULTING FROM THE INTENTIONAL VIOLATION OF ANY CRIMINAL LAW.

3.3 Insurance. COMPANY also covenants and agrees that the indemnity and hold harmless provisions are not limited, restricted, or in any way affected by the amount of insurance carried by COMPANY.

3.4 SURVIVABILITY. ALL INDEMNITIES MADE BY COMPANY UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION DATE.

3.5 DEFINITIONS. "DEFEND" MEANS TO: (1) PROVIDE LEGAL COUNSEL AND DEFENSE TO THE CIMA CORPORATION OR AT THE CIMA CORPORATION'S OPTION, TO REIMBURSE CIMA CORPORATION FOR ALL REASONABLE ATTORNEYS FEES GENERATED BY COUNSEL SELECTED BY CIMA CORPORATION; AND (2) TO PAY ALL OTHER COSTS OF DEFENSE INCLUDING ALL APPEAL AND SUPERSEDEAS BONDS.

ARTICLE IV

MISCELLANEOUS

4.1 Designated Emergencies - Participation Voluntary. There is no obligation on any CIMA Member to contribute equipment or manpower to any particular emergency. Participation in any particular emergency is wholly voluntary based on the needs and availability of a CIMA Member to respond. Thus, there is no liability on CIMA Corporation or any CIMA Member for failing to respond to an emergency situation under this Agreement.

4.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

4.3 Attorneys Fees. In the event that any legal action is instituted between the parties pertaining to the interpretation or enforcement of the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable allowance for attorneys fees and court expenses, to be fixed and determined by the court in which such action is filed.

4.4 Notices. All notices, demands or communications relating to this Agreement that CIMA Corporation or any CIMA Member may wish to send to COMPANY shall be in writing.

4.5 Severability. If any provision of this Agreement or portion thereof should be declared invalid for any reason, the invalid provisions or portion thereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

4.6 Waiver. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

4.7 Number and Gender. Whenever required by the context, the singular number shall include the plural, and the masculine or neutral gender shall include all genders.

4.8 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. No subsequent modification of this Agreement shall be effective unless it is in writing and signed by all parties.

4.9 Assignment; Binding Effect. COMPANY may not assign its rights and obligations under this Agreement. Subject to and without affecting the prohibitions herein with respect to assignment, this Agreement shall be binding on the parties and their respective successors and assigns.

4.10 Non-members: Nothing in this Agreement shall entitle any person or entity not a party to this Agreement to institute any claims, causes of action, remedy, or right of any kind arising out of the operations conducted pursuant to this Agreement.

4.11 Term. Unless earlier terminated by COMPANY or CIMA Corporation, this Agreement shall remain in force for so long as COMPANY is engaged in response activities relating to the Incident. NOTWITHSTANDING SECTION 3.11 OF THIS ARTICLE, THE REIMBURSEMENT PROVISIONS AND INDEMNITIES CONTAINED IN THIS AGREEMENT SHALL REMAIN IN EFFECT BEYOND THE TERMINATION OF RESPONSE ACTIVITIES UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, COMPANY and CIMA Corporation executed this Agreement by their duly authorized representatives on the date indicated below.

Dated: _____ Channel Industries Mutual Aid Organization ("CIMA")

By [signature] _____

Name [printed] _____

Title _____

[Note: Any individual CIMA Member, or CIMA Specialist, or CIMA officer may sign above on behalf of CIMA].

Dated: _____ [COMPANY]

By [signature] _____

Name [printed] _____

Company _____

Title _____

WITNESSED BY: [Municipality, Governmental Agency or Entity]

By [signature] _____

Name [printed] _____

Title _____

Agency _____

Dated _____

CITY COUNCIL & MDD MEETING 9. d.

Meeting Date: 07/09/2026

Subject: Consider an ordinance authorizing the City of Baytown to purchase goods and services through the Co-Operative Agreement National Purchasing Cooperative, BuyBoard contract 798-26 in accordance with Chapter 271, Subchapter F, Texas Local Government Code for goods or service category.

Prepared for: Kenneth Dobson, Fire **Prepared by:** Ryan Tucker, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing payment to Metro Fire Apparatus Specialists, Inc. for the purchase of fire protection equipment and related goods for the Fire Department via the Buy Board National Purchasing Co-Operative Agreement, number 798-26.

PREFACE

The Co-Operative Agreement National Purchasing Cooperative, is a cooperative purchasing program that provides competitively awarded contracts for goods and services through a legally compliant procurement process. Texas Local Government Code Chapter 271, Subchapter F, permits municipalities to participate in cooperative purchasing programs as an alternative procurement method. The purchase and payment of fire protection equipment and related goods to the Fire Department via
the Buy Board National Purchasing Cooperative Agreement, number 798-26 will not exceed $88,000.

The City Manager, or the City Manager's authorized designee, is hereby authorized to execute purchase orders, vendor agreements, and related documents for the procurement of goods and services through valid Co-Operative Agreement contracts, provided that:

The Co-Operative Agreement contract is active and valid at the time of purchase;
Purchases made through the Co-Operative Agreement will be funded through existing department budget appropriations or future Council-approved budget allocations.
The procurement complies with all applicable federal, state, and local purchasing requirements; and
Any purchase exceeding City Manager authority or requiring City Council approval under the City Charter, ordinance, or policy shall be presented to City Council separately for approval.

This action specially covers these purchase orders:
PO 2264386 - $44,855.00 (5 CBRN SCBA Air Packs with SEMS & 4 SPARE HARNESS KIT, 2018 ED. X3 PRO, PARACHUTE BUCKLES - NO UEBSS POUCH)
PO 2264363 - $25,275.00 (15 SCBA Air Pack Cylinders)
PO 2262729 - $16,800.00 (SCBA Parts)
PO 2264787 - $580.00 (Air Packs Flow Test Software)

Fiscal Impact

Fiscal Year: 2025-2026
Acct Code: 10002023-52005
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $70,160.00
Fiscal Impact (Additional Information):

- PO 2264386 - $44,885.00 10002023-52005

- PO 2264363 - $25,275.00 10020023-52005

Fiscal Year: 2025-2026
Acct Code: 10002023-53005
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $16,800.00
Fiscal Impact (Additional Information):

- PO 2262729 - $16,800.00 10002023-53005

Fiscal Year: 2025-2026
Acct Code: 10002021-54009
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $580.00
Fiscal Impact (Additional Information):

- PO 2264787 - $580.00 10002021-54009

Attachments

Ordinance Authorizing Payment to Metro Fire via BuyBoard
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF FIRE PROTECTION EQUIPMENT AND RELATED GOODS FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #798-26 FOR THE FIRE DEPARTMENT, AND AUTHORIZING PAYMENT NOT TO EXCEED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS ($88,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's BuyBoard Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the purchase of Fire Protection equipment and related goods from Metro Fire Apparatus Specialists, Inc. through the purchasing cooperative BuyBoard Program, Contract #798-26 for the Fire Department, and authorizing payment not to exceed EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS ($88,000.00).

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the City of Baytown to purchase goods and services through the Co-Operative Agreement National Purchasing Cooperative, BuyBoard contract 798-26 in accordance with Chapter 271, Subchapter F, Texas Local Government Code for

Company Name: Metro Fire Apparatus Specialist, Inc

Department: Finance

Date: 06/23/2026 **Council Date:** 07/09/2026

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.

_____ 06/23/2026

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 & MDD MEETING 9. e.

Meeting Date: 07/09/2026

Subject: Consider an ordinance authorizing the City of Baytown to purchase goods and services through the Co-Operative Agreement National Purchasing Cooperative, BuyBoard contract 798-26 in accordance with Chapter 271, Subchapter F, Texas Local Government Code for goods or service category.

Prepared for: Kenneth Dobson, Fire **Prepared by:** Millie Velazquez, Finance

Department: Finance/Purchasing

Information

ITEM

Consider an ordinance authorizing payment to Metro Fire for Public Safety and Firehouse Supplies and Equipment.

PREFACE

Consider an ordinance authorizing payment to Metro Fire. Metro Fire is a Co-op purchasing vendor currently used by the PD. Multiple purchase orders have been issued and paid under this cooperative agreement. The cumulative total of these purchases has now exceeded the City's $50,000 threshold. These purchase orders will need to be ratified and presented to Council for approval for $65,000.00.

In addition, this action ratifies and confirms any eligible purchases previously made during the current fiscal year through authorized cooperative purchasing agreements, to the extent such purchases were made in compliance with applicable procurement requirements and within approved budget authority.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10002023-52005
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$65,000.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Ratifying BuyBoard Purchase Public Safety and Firehouse Supplies
Original Agreement
CO-Op Purchasing letter
CIQ
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RATIFYING THE PURCHASE OF FIRE PROTECTION GEARS AND RELATED GOODS FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #798-26 FOR THE FIRE DEPARTMENT, AND AUTHORIZING PAYMENT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's BuyBoard Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby ratifies the purchase of Fire Protection Gears and related goods from Metro Fire Apparatus Specialists, Inc. through the purchasing cooperative BuyBoard Program, Contract #798-26 for the Fire Department, and authorizing payment not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00).

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Jim Minton
Metro Fire Apparatus Specialists, Inc.
17350 SH 249, Suite 250
Houston, TX 77064

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by:

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Public Safety and Firehouse Supplies and Equipment	**Proposal Due Date/Opening Date and Time** November 13, 2025, at 4:00 PM
Proposal Invitation Number 798-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Metro Fire Apparatus Specialists, Inc.
Name of Proposing Company

11/01/2025
Date

17350 SH 249 - Suite 250
Street Address


Signature of Authorized Company Official

Houston, TX 77064
City, State, Zip

Jim Minton
Printed Name of Authorized Company Official

713-692-0911
Telephone Number of Authorized Company Official

Sales Director
Position or Title of Authorized Company Official

713-692-1591
Fax Number of Authorized Company Official

76-0598763
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: jm

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: jm

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: jm

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: jm

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** jm

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: jm

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: jm

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: jm

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: jm

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: jm

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** jm

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: jm

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: jm

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: jm

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Metro Fire Apparatus Specialists, Inc.

Company Name



Signature of Authorized Company Official

Jim Minton, Sales Director

Printed Name and Title

11/01/2025

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Metro Fire Apparatus Specialists, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0598763
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* Metro Fire Apparatus Specialists, Inc.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Metro Fire Apparatus Specialists, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

17350 SH 249 - Suite 250

6 City, state, and ZIP code

Houston, Texas 77064

Requester's name and address (optional)
BuyBoard Purchasing Cooperative
PO Box 400
Austin, TX 78767-0400

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	6	–	0	5	9	8	7	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Jim Mintor **Date** 11/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is 01/01/2024 / 12/31/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	30	Fire/Rescue Equipment & Apparatus
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0 - 35% **Proposed Discount (%):** 0 - 50%

Explanation: New supply sources offering deeper discounts on some products not available on current contract.

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Tyler	Michael Frost	903-555-0005	mfrost@tylertexas.com	25%	$100,000
2.	City of Galveston	Richie Pearson	409-739-9886	gpearson@galvestontx.gov	25%	$50,000
3.	Fort Bend County ESD #4	Wade Goates	281-346-2800	wgoates@fsfd.org	25%	$300,000
4.	City of Fort Worth	Matt Langford	817-392-6884	brian.langford@fortworthtexas.gov	25%	$600,000
5.	City of Waco	Patrick Veselka	254-750-1740	patrickv@wacotx.gov	25%	$1,500,000

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

When manufacturer(s) offer an additional discount for large quantity purchase.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile

For 39 years, Metro Fire has been serving the needs of the Texas Emergency Responder market with quality firefighting and rescue equipment in sales and service. We proudly sell a broad array of equipment as the factory authorized dealer covering the Texas market. Our staff has grown from the original three employees to over 100 in four locations across the Texas today. Founded as a service company to the fire market, Metro Fire has expanded to one of the top dealers of fire apparatus and firefighting equipment in the United States. However, our service roots are not overlooked and service after the sale is one of our strongest values.

From your local sales representative to the expansive customer service team behind them, Metro Fire operates with the same rules the fire service does – we are available "24/7" for sales or service. This operating principle has been the foundation for Metro Fire's continued growth as the top selling dealer for a majority of the products we . offer.

The customer's local Metro Fire Territory Managers, who have direct responsibility for sales and service coordination is supported by a strong management team that is accessible at any time.

NAME	TITLE	EMAIL	CELL	OFFICE
Craig N Russell	President/Owner	crussell@mfas.com	(713) 248-9115	(713) 692-0911
Andy King	Vice-President - Operations	aking@mfas.com	(713) 303-2834	(713) 692-0911
Nicholas Russell	Vice-President - Sales	nrussell@mfas.com	(713) 248-9121	(713) 692-0911
Chuck Grant	Sales Manager	cgrant@mfas.com	(832) 778-7163	(713) 692-0911
Jim Minton	Sales Director	jminton@mfas.com	(713) 724-8610	(713) 692-0911

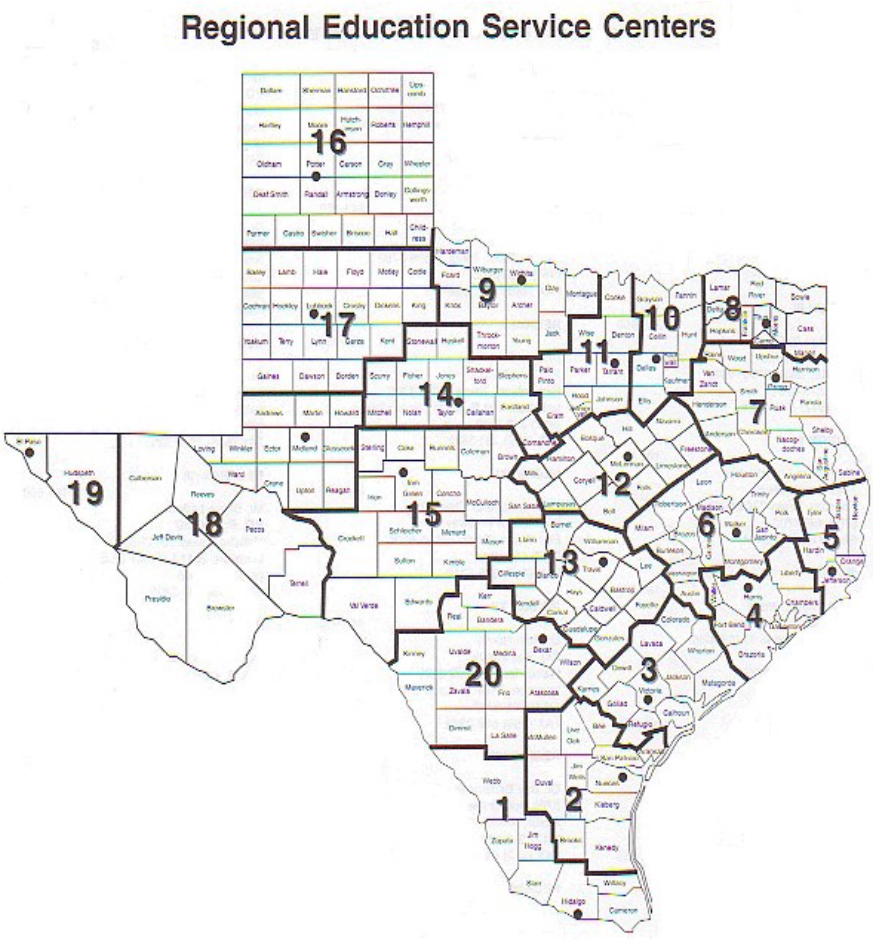
The customer can also find their local Metro Fire sales representative by using our website's "Territory Map" link – www.mfas.com/territory-manager - and entering the zip code to find their contact information.

Metro Fire offers service at its South Houston, Mansfield and San Marcos shop locations.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- ▪ I will service all states in the United States.
- ◘ I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Metro Fire Apparatus Specialists, Inc. has been in business for 39 years with corporate office in Houston, Texas. No former business names are applicable. The company is not for sale or involved in any transaction that would alter its business model or possible acquistion by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

A leadership team of seven sales and marketing managers support twenty-one territory managers regionally located across Texas to offer sales, in-service training and product support for all product offerings awarded under the BuyBoard contract. Additionally, a Customer Service group of seven working out of Metro Fire's Houston, South Houston, San Marcos and South Houston facilities provide quick response to customer inquiries. Technical support is provided by our factory trained technicians based in our regional offices.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Marketing strategy will have BuyBoard contract informationh on the Metro Fire website and social media pages upon award. The BuyBoard logo will also be highlighted on our Product Line Sheet and trade show display signage to advise current and potential BuyBoard members of product availability. Company email signatures will display the Awarded BuyBoard logo. The Metro Fire website will have a link to BuyBoard's website for as a resource for potential new members.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Metro Fire Apparatus Specialists, Inc. has an exceptionally strong financial foundation and history of paying suppliers within their net payment terms. Insurance coverage limits up to $2 million for commercial liability. The company's principal Owner/President has never been a dabtor party to a bankruptcy, receivership or insolvency proceedings in the last seven years.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Metro Fire Apparatus Specialists, Inc. has no outstanding financial judgments nor is it in default on any loan or financing agreements.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

No defaults or failure to complete or deliver goods or services.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Proposal Specifications** *with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* ***Manufacturer Authorization Letters*** *shall be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Section I: Public Safety Supplies and Equipment

1. Discount (%) off catalog/pricelist for **Firearms and Ammunition.**
2. Discount (%) off catalog/pricelist for **Tactical Equipment.**
3. Discount (%) off catalog/pricelist for **Night Sticks and Batons.**
4. Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor**.
5. Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.**
6. Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.**
7. Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.**
8. Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.**
9. Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.**
10. Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).**
11. Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.**
12. Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.**
13. Discount (%) off catalog/pricelist for **Handcuffs and Restraints.**
14. Discount (%) off catalog/pricelist for **Scopes and Binoculars.**
15. Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.**
16. Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.**
17. Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories).
19. Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.**
20. Discount (%) off catalog/pricelist for **Weather Monitoring Systems.**
21. Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.**
22. Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.**
23. Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.**

24. Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.**
25. Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.**
26. Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.**
27. Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved).
28. Discount (%) off catalog/pricelist for **Driving Simulator System for All Types of Vehicles and Equipment** (turnkey training solution including courseware, driving controls, displays, and programs for new and experienced drivers for driving, evaluation, rehabilitation, and research).
29. Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.**
30. Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.**
31. Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Section II: Firehouse Supplies and Equipment

32. Discount (%) off catalog/pricelist for **Breathing Apparatus.**
33. Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.**
34. Discount (%) off catalog/pricelist for **Turnout Gear.**
35. Discount (%) off catalog/pricelist for **Nomex Station Uniforms.**
36. Discount (%) off catalog/pricelist for **Communication Devices and Systems.**
37. Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.**
38. Discount (%) off catalog/pricelist for **Portable Lighting Equipment.**
39. Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.**
40. Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.**
41. Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.**
42. Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.**
43. Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.**
44. Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.**
45. Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.**
46. Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.**
47. Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.**
48. Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies**.
49. Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.**
50. Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.**

Section III: Installation and Repair Service

51. **Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.
52. **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.

Metro Fire Apparatus Specialists, Inc. Information

Contact: Andy King, VP-Operations
Address: 17350 SH 249 - #250
Houston, TX 77064
Phone: (713) 692-0911
Fax: (713) 692-1591
Email: aking@mfas.com
Web Address: www.mfas.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jim Minton
Signature

jminton@mfas.com
Email

Submitted at 11/12/2025 11:00:58 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

BuyBoard No. 798-26 Invitation.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor. Click on the **"Current and Upcoming Proposal Invitations"** button to view and download the forms for this proposal including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

Broco-Rankini Forcible Tools Pricelist 2025-C.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Company Profile

Metro Fire Apparatus Specialists Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 FORM METRO FIRE.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

Metro Fire Response - Line 1. Firearms and Ammunition - No Bid.pdf

REQUIRED-Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from
the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Response Attachments

Paratech Hand Tools Pricelist 2026-C.pdf

Paratech Hand Tools Pricelist 2026-C

Jersey Tactical Corp Pricelist 2025-C.pdf

Jersey Tactical Corp Pricelist 2025-C

Streamlight Pricelist 2025-C.pdf

Streamlight Pricelist 2025-C

FireNinja Pricelist 2025-C.pdf

FireNinja Pricelist 2025-C

FireTech Pricelist 2025-C.pdf

FireTech Pricelist 2025-C

Kussmaul Electronics Pricelist 2025-C.pdf

Kussmaul Electronics Pricelist 2025-C

Bullard Imagers Pricelist - 2026-C.pdf

Bullard Imagers Pricelist - 2026-C

FLIR Pricelist 2025-C.pdf

FLIR Pricelist 2025-C

FirstLook Pricelist 2025-C.pdf

FirstLook Pricelist 2025-C

Command Light Pricelist 2025-C.pdf

Command Light Pricelist 2025-C

Ajax Rescue Tools Pricelist 2025-C.pdf

Ajax Rescue Tools Pricelist 2025-C

Council Tool Pricelist 2025-C.pdf

Council Tool Pricelist 2025-C

Fire Hooks Unlimited Pricelist 2025-C.pdf

Fire Hooks Unlimited Pricelist 2025-C

Paratech Pricelist 2026-C.pdf

Paratech Pricelist 2026-C

VP Fuels Pricelist 2025-C.pdf

VP Fuels Pricelist 2025-C

Metro Fire Price List 2025-C.pdf

Metro Fire Price List 2025-C

RescueTECH Pricelist 2025-C.pdf

RescueTECH Pricelist 2025-C

Steck Mfg Pricelist 2025-C.pdf

Steck Mfg Pricelist 2025-C

Haix Footwear Pricelist 2025-C.pdf

Haix Footwear Pricelist 2025-C

Fire-Dex Pricelist 2026-C.pdf

Fire-Dex Pricelist 2026-C

3M Safety Products Pricelist 2026-C.pdf

3M Safety Products Pricelist 2026-C

Anchor Industries Pricelist 2025-C.pdf

Anchor Industries Pricelist 2025-C

Arctic Compressor Pricelist 2026-C.pdf

Arctic Compressor Pricelist 2026-C

Bear Training Solutions Pricelist 2025-C.pdf

Bear Training Solutions Pricelist 2025-C

Black Diamond Footwear Pricelist 2025-C.pdf

Black Diamond Footwear Pricelist 2025-C

Circul-Air Pricelist 2025-C.pdf

Circul-Air Pricelist 2025-C

Council Tool Pricelist 2025-C.pdf

Council Tool Pricelist 2025-C

Euramco Ramjet Pricelist 2025-C.pdf

Euramco Ramjet Pricelist 2025-C

Groves Appliances Pricelist 2025-C.pdf

Groves Appliances Pricelist 2025-C

Groves Ready Rack Pricelist 2025-C.pdf

Groves Ready Rack Pricelist 2025-C

Kochek Pricelist 2025-C.pdf

Kochek Pricelist 2025-C

Kussmaul Electronics Pricelist 2025-C.pdf

Kussmaul Electronics Pricelist 2025-C

Lightning X Products Pricelist 2025-C.pdf

Lightning X Products Pricelist 2025-C

Pelican Pricelist 2025-C.pdf

Pelican Pricelist 2025-C

Super Vac Pricelist 2025-C.pdf

Super Vac Pricelist 2025-C

Pacific Helmets Pricelist 2025-C.pdf

Pacific Helmets Pricelist 2025-C

Bullard Helmet Pricelist 2026-C.pdf

Bullard Helmet Pricelist 2026-C

R&B Fabrication Pricelist 2025-C.pdf

R&B Fabrication Pricelist 2025-C

vft NA Wildland Supplies Pricelist 2025-C.pdf

vft NA Wildland Supplies Pricelist 2025-C

Lakeland Bunker Gear Pricelist 2025-C.pdf

Lakeland Bunker Gear Pricelist 2025-C

David Clark Pricelist 2025-C.pdf

David Clark Pricelist 2025-C

Firecom Pricelist 2025-C.pdf

Firecom Pricelist 2025-C

Setcom Pricelist 2025-C.pdf

Setcom Pricelist 2025-C

Rescom Pricelist 2025-C.pdf

Rescom Pricelist 2025-C

Weldon Pricelist 2025-C.pdf

Weldon Pricelist 2025-C

Fire Research Pricelist 2025-C.pdf

Fire Research Pricelist 2025-C

TURTLE PLASTICS Pricelist 2026-C.pdf

TURTLE PLASTICS Pricelist 2026-C

Firecraft SENSIT Pricelist 2025-C.pdf

Firecraft SENSIT Pricelist 2025-C

GfG Calibration & Parts Pricelist 2025-C.pdf

GfG Calibration & Parts Pricelist 2025-C

GfG Instruments Pricelist 2025-C.pdf

GfG Instruments Pricelist 2025-C

Teledyne Pricelist - 2025-C.pdf

Teledyne Pricelist - 2025-C

Akron Brass Pricelist 2025-C.pdf

Akron Brass Pricelist 2025-C

Delta Brass Pricelist 2025-C.pdf

Delta Brass Pricelist 2025-C

Echelon Hose Pricelist 2025-C.pdf

Echelon Hose Pricelist 2025-C

HEN Nozzle Pricelist 2025-C.pdf

HEN Nozzle Pricelist 2025-C

Johnson Controls Hardware Pricelist 2025-C.pdf

Johnson Controls Hardware Pricelist 2025-C

Key Hose Pricelist 2025-C.pdf

Key Hose Pricelist 2025-C

Safe Fleet Elhart Brass Pricelist 2025-C.pdf

Safe Fleet Elhart Brass Pricelist 2025-C

Scotty Fire Pricelist 2026-C.pdf

Scotty Fire Pricelist 2026-C

Snap-tite Hose Pricelist 2025-C.pdf

Snap-tite Hose Pricelist 2025-C

Task Force Tips Parts & Kits Pricelist - 2025-C.pdf

Task Force Tips Parts & Kits Pricelist - 2025-C

Task Force Tips Water Flow Pricelist - 2025-C.pdf

Task Force Tips Water Flow Pricelist - 2025-C

TurboDraft Pricelist 2025-C.pdf

TurboDraft Pricelist 2025-C

Turtle Fire Systems Pricelist 2025-C.pdf

Turtle Fire Systems Pricelist 2025-C

Johnson Control Foam Pricelist 2025-C.pdf

Johnson Control Foam Pricelist 2025-C

National Foam Pricelist 2025-C.pdf

National Foam Pricelist 2025-C

Perimeter Solutions Foam Pricelist 2025-C.pdf

Perimeter Solutions Foam Pricelist 2025-C

Verde Environmental Pricelist 2025-C.pdf

Verde Environmental Pricelist 2025-C

South Park Brass Pricelist 2025-C.pdf

South Park Brass Pricelist 2025-C

343 FIRE Pricelist - 2025-C.pdf

343 FIRE Pricelist - 2025-C

Brimstone Fire Pricelist 2025-C.pdf

Brimstone EV Fire Pricelist 2025-C

Circul-Air Roto-Decon Pricelist - 2025-C.pdf

Circul-Air Roto-Decon Pricelist - 2025-C

Duo Safety Ladders Pricelist 2025-C.pdf

Duo Safety Ladders Pricelist 2025-C

Fire Hooks Unlimited Pricelist 2025-C.pdf

Fire Hooks Unlimited Pricelist 2025-C

Task Force Tips Health Pricelist 2025-C.pdf

Task Force Tips Health Pricelist 2025-C

Bid Attributes

1 **Name of Proposing Company (Legal Name)**

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below.

Metro Fire Apparatus Specialists, Inc.

2 **Vendor Business Name**

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used.

Metro Fire Apparatus Specialists, Inc.

3 **Vendor Mailing/Street Address**

Vendor Mailing/Street Address

17350 SH 249, Suite 250

4 **Vendor Mailing/Street Address - City**

Vendor Mailing/Street Address - City

Houston

5 **Vendor Mailing/Street Address - State**

Vendor Mailing/Street Address - State (Abbreviate State Name)

TX

6 **Vendor Mailing/Street Address - Zip Code**

Vendor Mailing/Street Address - Zip Code

77064

7 **Federal Identification Number**

Federal Identification Number

76-0598763

8 **No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification**

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Jim

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Minton

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

jminton@mfas.com

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

17350 SH 249, Suite 250

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Houston

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77064

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

www.mfas.com

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

sales@mfas.com

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Jim

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Minton

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-724-8610

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

cgrant@mfas.com

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Chuck

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Grant

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

832-778-9163

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

sales@mfas.com

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Jim

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Minton

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-724-8610

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

cgrant@mfas.com

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Chuck

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Grant

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

832-778-9163

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

54 **Invoice Company Name**

Invoice Company Name

Metro Fire Apparatus Specialists, Inc.

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Clark

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

King

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

17350 SH 249, Suite 250

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77064

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

713-692-1591

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

accountspayable@mfas.com

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

cking@mfas.com

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

81 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days.

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

N/A

83 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

Contact local Metro Fire sales representative to review claim. Product must be in original condition/packaging, no older than 90 days from delivery.

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

Metro Fire Apparatus Specialis

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107 **Region 19**

Region 19 - El Paso

☐ *Region 19*

108 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

109 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

110 **Company Name**

Company Name

Metro Fire Apparatus Specialis

111 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will not serve all states in the United States

112 **Alabama**

Alabama

☐ *Alabama*

113 **Alaska**

Alaska

☐ *Alaska*

114 **Arizona**

Arizona

☐ *Arizona*

115 **Arkansas**

Arkansas

☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☑ Texas
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Firearms and Ammunition**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Tactical Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Broco-Rankin Price List

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Parartech Entry Tool pricelist

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Jersey Tactical pricelist

3 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Night Sticks and Batons.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 40%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight pricelist

4 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Riot Equipment/Body Armor.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireNinja pricelist

5 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 3%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireTech pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kussmaul pricelist

6 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Tear Gas/Mace and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Night Vision and Infrared Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 7%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard Imagers pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Night Vision and Infrared Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flir Imagers pricelist (0%-5%)

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Night Vision and Infrared Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FirstLook pricelist

8 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Thermal Imaging Equipment and Products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 7%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard Imagers pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Thermal Imaging Equipment and Products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flir Imagers pricelist (0%-5%)

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Thermal Imaging Equipment and Products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FirstLook pricelist

9 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 40%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Command Light pricelist

10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Electronic Stand-up Vehicles (ESV).** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 40%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight

12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ajax Rescue Tools pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Broco-Rankin Tools pricelist

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Command Light pricelist

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Council Tools pricelist

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 6%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire Hooks Unlimited pricelist

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireNinja pricelist

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FirstLook pricelist

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Jersey Tactical Tools pricelis

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Paratech Hand Tools pricelist

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Paratech Rescue pricelist

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VP Fuels pricelist

13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Handcuffs and Restraints.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Alcohol and Drug Testing Products and Related Services.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Training Targets.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Fingerprint Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireNinja pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire pricelist (0%-50%)

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RescueTech pricelist

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Steck Pricelist

19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix Pricelist

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire-Dex pricelist

20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Weather Monitoring Systems.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Red Light Monitoring Systems.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Speed Enforcement Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Life Preserver and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RescueTech Pricelist

24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Emergency Radio Dispatch Consoles and related items.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Safety and Security Window Film Products.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Gunshot and Threat Detection Products and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Driving Simulator System for All Types of Vehicles and Equipment** (turnkey training solution including courseware, driving controls, displays, and programs for new and experienced drivers for driving, evaluation, rehabilitation, and research). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 27%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3M Safety Products Pricelist

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 33%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Anchor Industries Pricelist

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Arctic Compressors Pricelist

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bear Training Sol. Pricelist

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Black Diamond Pricelist

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Broco-Rankin Pricelist

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Circul-Air Pricelist

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Council Tools Pricelist

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Euramco Pricelist

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Groves Appliances Pricelist

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Groves Ready Rack Pricelist

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 44%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kochek Pricelist

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kussmaul Pricelist

Alternate 13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lightning X Pricelist

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 11%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pelican Pricelist

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Super Vac Pricelist

Alternate 18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Equipment Repair Parts.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro FIre Pricelist (0%-50%)

31

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Equipment and Products Maintenance/Warranty Agreements.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

32

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Breathing Apparatus.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 27%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3M Safety Products Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Breathing Apparatus.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Arctic Compressors Pricelist

33

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 45%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire-Dex Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pacific Helmets Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard Helmet (5%-30%) P/list

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lightning-X Pricelist

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

R&B Fabrications Pricelist

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Veridian Pricelist (15%-30%)

Alternate 7

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

vft NA Wildland Pricelist

34

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Turnout Gear.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 50%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire-Dex TOG Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Turnout Gear.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lakeland Bunker Gear Pricelist

35 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/price list for **Nomex Station Uniforms.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

36

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3M Safety Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

David Clark Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireCom Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Setcom Pricelist

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rescom Pricelist

37

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **EMS Supplies and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 22%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lightning-X Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **EMS Supplies and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **EMS Supplies and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

R&B Fabrications Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **EMS Supplies and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Steck Pricelist

38

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Portable Lighting Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Weldon Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Portable Lighting Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Portable Lighting Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Portable Lighting Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 3%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Command Light Pricelist

39

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 3%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireTech Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire Research Pricelist

40

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ajax Rescue Tools Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Council Tools Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Jersey Tactical Tool Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Paratech Pricelist

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Super Vac Pricelist

Alternate 6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 3%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtle Plastics Pricelist

41

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Black Diamond Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 45%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire-Dex Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix Pricelist

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Veridian Pricelist

42

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3M Safety Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Firecraft Sensit Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FirstLook Pricelist

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flir Pricelist (0%-5%)

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GfG Calibration Pricelist

Alternate 6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GfG Instruments Pricelist

Alternate 7

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Teledyne Pricelist

43

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 33%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Akron Brass Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Delta Brass Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Echelon Hose Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

HEN Nozzles Pricelist

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Johnson Control Hardware PList

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 42%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Key Hose Pricelist

Alternate 6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kochek Pricelist

Alternate 7

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

IDEX Elkhart Brass Pricelist

Alternate 8

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Scotty Pricelist

Alternate 9

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 50%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Snap-tite Hose Pricelist

Alternate 10

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TFT Parts & Repair Kits PList

Alternate 11

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Task Force Tips WaterFlow PL

Alternate 12

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TurboDraft Pricelist

Alternate 13

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtle Fire Systems Pricelist

44

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Johnson Control PL (5% - 12%)

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

National Foam Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Perimeter Solutions Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/price list for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Verde Environmental Pricelist

45

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose Hydrostatic Testing Services.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

South Park Brass Pricelist

46

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Fighting Training Materials and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bear Training Solutions PList

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Fighting Training Materials and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Steck Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Fighting Training Materials and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Super Vac Pricelist

47

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

48

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

343 Fire Pricelist

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Brimstone EV Pricelist

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Circul-Air Pricelist

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Circul-Air SCBA Roto-Decon PL

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Duo-Safety Ladders Pricelist

Alternate 6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 6%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire Hooks Unlimited Pricelist

Alternate 7

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Groves Appliances Pricelist

Alternate 8

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 6%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Groves Ready Rack Pricelist

Alternate 9

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 44%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kockek Pricelist

Alternate 10

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

Alternate 11

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

R & B Fabrications Pricelist

Alternate 12

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Super Vac Pricelist

Alternate 13

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Task Force Tips Health PList

Alternate 14

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

vft NA Wildland Pricelist

49

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Equipment Repair Parts.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

50

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-50%)

51

Section III: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $200.00 Total: $200.00

52

Section III: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $200.00 Total: $200.00

Response Total: $400.00

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between Metro Fire Apparatus Speci (vendor) and the City of Baytown

Metro Fire Apparatus Speci (vendor), using Cooperative Contract

BuyBoard 798-26 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Public Safety & Firehouse S

at the prices listed: at price listed pursuant to contract #798-26
(please include separate list, if required)

Metro Fire Apparatus Sepcialists, INC
Vendor (company)

Jim Minton, Sales Director
Vendor representative printed Name

Jim Minton Digitally signed by Jim Minton
Date: 2026.04.30 13:56:24 -05'00'
Representative Signature

April 30, 2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Metro Fire Apparatus Specialists, Inc. has no conflict of interest with any City of Baytown employee, agent or official.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Jess Mentor

Signature of vendor doing business with the governmental entity

May 20, 2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the City of Baytown to purchase goods and services through the Co-Operative Agreement National Purchasing Cooperative, BuyBoard contract 798-26 in accordance with Chapter 271, Subchapter F, Texas Local Government Code for

Company Name: Metro Fire Apparatus Specialist, Inc

Department: Finance

Date: 06/23/2026 **Council Date:** 07/09/2026

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.

_____ 06/23/2026

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 & MDD MEETING 9. f.

Meeting Date: 07/09/2026
Subject: Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 1, LLC.
Prepared for: Brian Moran, Administration
Prepared by: Estefania Salazar, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 1, LLC.

PREFACE

The City of Baytown and Ameriport Building 1, LLC previously entered into an Industrial District Agreement. The current agreement is expiring, and both parties wish to continue their relationship under the City's current IDA policy. Approval will authorize an IDA and ensure continued compliance with City policy and agreement terms, as well as revenue stability.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
None.

Attachments

Ordinance - IDA for Ameriport Building 1, LLC
Ameriport Building 1, LLC IDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 1, LLC.; 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 Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest to an Industrial District Agreement with Ameriport Building 1, LLC. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City council of the City of Baytown, this 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Industrial District Agreement

This Industrial District Agreement ("Agreement") is made and entered into between the City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas, hereinafter also referred to as "Baytown" or "City," and Ameriport Building 1, LLC, hereinafter referred to as "Property Owner." In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and Property Owner as follows:

I.
Parties

This Agreement is made under the authority of Texas Local Government Code Annotated §42.044 (Vernon 1993), article XI, §5 of the Texas Constitution and other applicable law. The parties to the Agreement and their addresses are:

1. The "City"

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

Copy to:

City of Baytown
Attn: City Attorney
P.O. Box 424
Baytown, TX 77522

2. The "Property Owner"

Ameriport Building 1, LLC
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

Tax Statement Address:

Ameriport Building 1, LLC
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

II.
Identification of Property and Industrial District

This Agreement includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner. Real estate located outside the corporate limits of the City is sometimes referred to herein as the "affected area," and it is described in Exhibit A, which is attached to this Agreement and made a part hereof. Acting pursuant to the above mentioned authority, the City Council of the City has by ordinance, designated the affected area

as an industrial district, the same to be known as Baytown Industrial District No. 3 (the "Industrial District").

III.
Term

The term of this Agreement is fifteen tax years, from 2026 through 2040, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement and shall remain in effect for fifteen years. This Agreement supersedes any prior existing agreements between the Property Owner and the City relating to the subject matter specific to the term hereof.

IV.
Limited Immunity from Annexation by the City

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees for the term of this Agreement the immunity of the affected area from annexation of any type by the City except for such parts of the affected property as may be necessary to annex property owned by third parties within the Industrial District that the City may decide to annex. Additionally, this Agreement shall not affect the continuation of any limited purpose annexation status to which the affected area is now subject.

V.
Industrial District Payment

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof a sum of money equal to: the Base Value Industrial District Payment plus the Added Value Industrial District Payment. The sum of the Base Value Industrial District Payment plus the Added Value Industrial District Payment shall be referred to as the Industrial District Payment.

A.
Base Value Industrial District Payment

The Base Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as agreed to and stipulated by the parties to be as follows for each year indicated:

Year	Base Value
2026	$12,389,656.00
2027	$12,389,656.00
2028	$12,389,656.00
2029	$12,389,656.00
2030	$12,389,656.00
2031	$12,389,656.00
2032	$12,389,656.00

2033	$12,389,656.00
2034	$12,389,656.00
2035	$12,389,656.00
2036	$12,389,656.00
2037	$12,389,656.00
2038	$12,389,656.00
2039	$12,389,656.00
2040	$12,389,656.00

hereinafter referred to as the "Base Value," multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City, multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

plus

(3) the value of the situs inventory, which is the personal property and inventory stored or held on or within the affected property which is not owned by the Property Owner, as assessed each year by the Chambers County Appraisal District, multiplied by

(4) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City and multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

On or before February 1st of each contract year during the term of this Agreement, the Property Owner shall file separate written information reports with the City's Director of Finance stating the name and address of each person to whom the Property Owner leased or other provided storage space on

(1) January 1st of the current contract year and

(2) September 1st of the preceding year.

Additionally, if the Property Owner on or before July 1st of each year certifies under oath that the Property Owner has required the owner of the situs property to make the payment to the City for the portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A, the City shall invoice such owner for that amount. However, nothing herein shall be construed so as to relieve the Property Owner from making the full Industrial District Payment on or before December 31st of each year should the owner of the situs property fail to timely pay that portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A.

B.

Added Value Industrial District Payment

The Added Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as determined by the City, of all of the Property Owner's land and all other tangible property, real, personal or mixed, within the affected area on January 1 of each year in which an Industrial District Payment is due hereunder

minus the Base Year Value, hereinafter referred to as the "Added Value" multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City for each year of the term of this Agreement, multiplied by the applicable added value industrial district payment rate detailed below.

The applicable Added Value Industrial District Payment Rate shall be determined using the following chart:

TAX YEAR	ADDED VALUE INDUSTRIAL DISTRICT PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

If the formula used in calculating the Added Value Industrial District Payment produces a negative number, then the Added Value Industrial District Payment shall be $0.00.

VI.
Valuations and Collections

A.
Generally

The parties hereto recognize that said Chambers County Appraisal District is not required to appraise for the City the land, improvements, and tangible property, real or mixed, in the affected area, which is not within the corporate limits of the City, for the purpose of computing the payments hereunder. For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem taxation as amended throughout the term of this Agreement (including, in particular, the Texas

Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists, instead if such method is used, the chief appraiser shall:

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

The parties agree that the fair market value of the Property Owner's land, improvements, and tangible property subject to Subsections B and C of this section shall be determined in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the Property Owner's payment under this Agreement on properties annexed or disannexed subsequent to the commencement of this Agreement. The City may choose to use the appraised value as finally determined by the Chambers County Appraisal District (or through administrative or judicial appeal of the Chambers County Appraisal District's determination), or by appraisal conducted by an independent appraiser of the City's selection at the City's expense. The determination of fair market values by the City shall be final and binding unless the Property Owner within thirty (30) days after receipt of the City's determination petitions for a Declaratory Judgment to the Civil District Court of Harris County, Texas, as provided for by Section XIII hereof. Nothing contained herein shall ever be construed as in derogation of the authority of the Chambers County Appraisal District to establish the appraised value of land, improvements, and tangible personal property in the annexed portion for ad valorem tax purposes.

B.

Adjustment of Base Value for Property Inside the Corporate Limits but Subsequently Disannexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is disannexed from the corporate limits of the City during the term of this Agreement, shall become part of the affected area immediately upon disannexation. The value for such disannexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is disannexed and shall be added to the Base Value specified in Article V each year after the disannexation for purposes of payment hereunder.

C.

Adjustment of Base Value for Property Outside the Corporate Limits but Subsequently Annexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is annexed into the corporate limits of the City during the term of this Agreement, shall be removed from the affected area the year after the annexation. The value for such annexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is annexed and shall be subtracted from the Base Value specified in Article V each year after the annexation for purposes of payment hereunder.

D.

Statements

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

E.

Valuation Contests

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

VII.
Compliance with Law

The City and the Property Owner mutually recognize that the health and welfare of Baytown residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in the Industrial District, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control which are adopted by the City and made applicable to portions of the City adjacent to the Industrial District shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the affected area not located within the corporate limits of the City. Nonetheless, the Property Owner agrees that any structure built within the affected area shall be built in accordance with the building code adopted by the City in effect at the time of construction.

The City and the Property Owner recognize that activities in the City's industrial districts are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in the City's industrial districts that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII.
Inspections

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

IX.

Default

A.
Default by Property Owner

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

B.
Default by City

In the event of default by the City, the Property Owner may, if such default is not fully corrected within 60 days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the affected area as an industrial district. Provided, however, if the termination occurs as a result of the City's exercising its option to terminate (as provided in the first sentence of this Section IX), the City shall not have the right to annex the affected area into the general corporate limits of the City so as to subject the affected area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

X.

Notice

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

XI.

No Further Expansion of Taxing Jurisdiction

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district covering the affected area not within the corporate limits of the City, to make any payments to the City in the nature of a tax or assessment based upon the value of the Property Owner's property in the affected area during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes within the affected area, including, without limitation, City ad valorem taxes on taxable property within the affected area.

XII.

Reimbursement for Services

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

XIII.

Declaratory Judgment Action

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

XIV.

Assignment

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within 30 days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed and

the Base Value shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into an Industrial District Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV.
Authority

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

XVI.
No Municipal Services

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

XVII.
Severability

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

XVIII.
Complete Agreement

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

XIX.
Non-waiver

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

XX.
Ambiguities

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

XXI.
Headings

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

XXII.
Choice of Law: Venue

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

XXIII.
Agreement Read

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

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 16 day of June, 2026, and on behalf of the City this ___ day of _____, 2026.

AMERIPORT BUILDING 1, LLC

By: _____

Michael J. Plank
Printed Name

President
Title

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, Tracy JoAnn Mitchell, the undersigned notary public, on this day personally appeared Michael J Plank, the President of AMERIPORT BUILDING 1, LLC, the owner of the affected property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, in the capacity, and for the consideration therein expressed.

SUBSCRIBED AND SWORN before me this 16 day of June, 2026.

_____
Notary Public in and for the State of Texas

Tracy JoAnn Mitchell
My Commission Expires
5/15/2028
Notary ID 6881742

CITY OF BAYTON

_____

Charles Johnson, Mayor

ATTEST:

_____

Angela Jackson, City Clerk

APPROVED AS TO FORM:

_____

Scott Lemond, City Attorney

_____

Teresa McKenzie, Finance Director

Windrose Land Services, Inc
3628 Westchase
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151
Professional Development Consultants
Land Surveying, Platting, Project Management and GIS Services

DESCRIPTION
11.2600 ACRES OR 490,486 SQUARE FEET

A TRACT OR PARCEL CONTAINING 11.2600 ACRES OR 490,486 SQUARE FEET OF LAND, SITUATED IN THE R.A. PORTER, SURVEY, ABSTRACT NO. 205, CHAMBERS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 665.8778 ACRE TRACT CONVEYED TO AMERIPORT, LLC IN THAT SPECIAL WARRANTY DEED FILED FOR RECORD UNDER VOL. (08) 1053, PG. 709 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, WITH SAID 11.2600 ACRE TRACT BEING MORE PARTCULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE CALLED OSTENSIBLE SURVEY LINE BETWEEN THE R.L. PORTER SURVEY, ABSTRACT NO. 205 AND THE G.L. SHORT SURVEY, ABSTRACT NO. 228, MARKING THE MOST WESTERLY SOUTHWEST CORNER OF SAID 665.8778 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 21.65 ACRE TRACT CONEYED TO SOUTHERN PACIFIC COMPANY IN VOL. 278, PG. 464 OF THE CHAMBERS COUNTY DEED RECORDS, THE NORTHEASTERLY CORNER OF A CALLED
7.162 ACRE TRACT CONVEYED TO UNION PACIIFC RAILROAD COMPANY IN VOL. (01) 499, PG. 575, O.P.R.C.C. AND THE MOST NORTHERLY NORTHWEST CORNER OF A CALLED 255.60 ACRE TRACT CONVEYED TO BAYER CORPORATION IN THAT CERTAIN WARRANTY DEED RECORDED IN VOL. (01) 526, PG. 358, O.P.R.C.C.;

THENCE NORTH 77 DEG. 18 MIN. 04 SEC. EAST, ALONG AND WITH A SOUTHERLY LINE OF SAID 665.8778 ACRE TRACT, SAME BEING THE NORTHERLY LINE OF SAID 255.60 ACRE TRACT, A DISTANCE OF 1870.55 FEET TO AN ANGLE POINT;

THENCE NORTH 12 DEG. 41 MIN. 56 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 71.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 12 DEG. 41 MIN. 56 SEC. WEST, A DISTANCE OF 390.53 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A NORTHWSTERLY CORNER AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE IN A NORTHERLY DIRECTION, A DISTANCE OF 55.28 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 772.60 FEET, SUBTENDING A CENTRAL ANGLE OF 04 DEG. 05 MIN. 57 SEC., AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 16 DEG. 00 MIN. 47 SEC. EAST, 55.26 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 77 DEG. 18 MIN. 04 SEC. EAST, A DISTANCE OF 1050.94 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 23 DEG. 54 MIN. 40 SEC. EAST, A DISTANCE OF 347.03 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN ANGLE POINT;

THENCE SOUTH 12 DEG. 41 MIN. 10 SEC. EAST, A DISTANCE OF 98.59 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 77 DEG. 18 MIN. 04 SEC. WEST, PARALLEL AND 71 FEET NORTHWESTERLY FROM THE SOUTHEASTRLY LINE OF SAID 665.8778 ACRE TRACT, A DISTANCE OF 1144.94 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.2600 ACRES OR 490,486 SQUARE FEET OF LAND. AS SHOWN ON THE SURVEY, JOB NO. 46137WC-DELTA, FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

STATE OF TEXAS
REGISTERED
MIKE KURKOWSKI
5101
PROFESSIONAL
LAND SURVEYOR

MIKE KURKOWSKI
R.P.L.S. NO. 5101
STATE OF TEXAS

02/26/2010
DATE

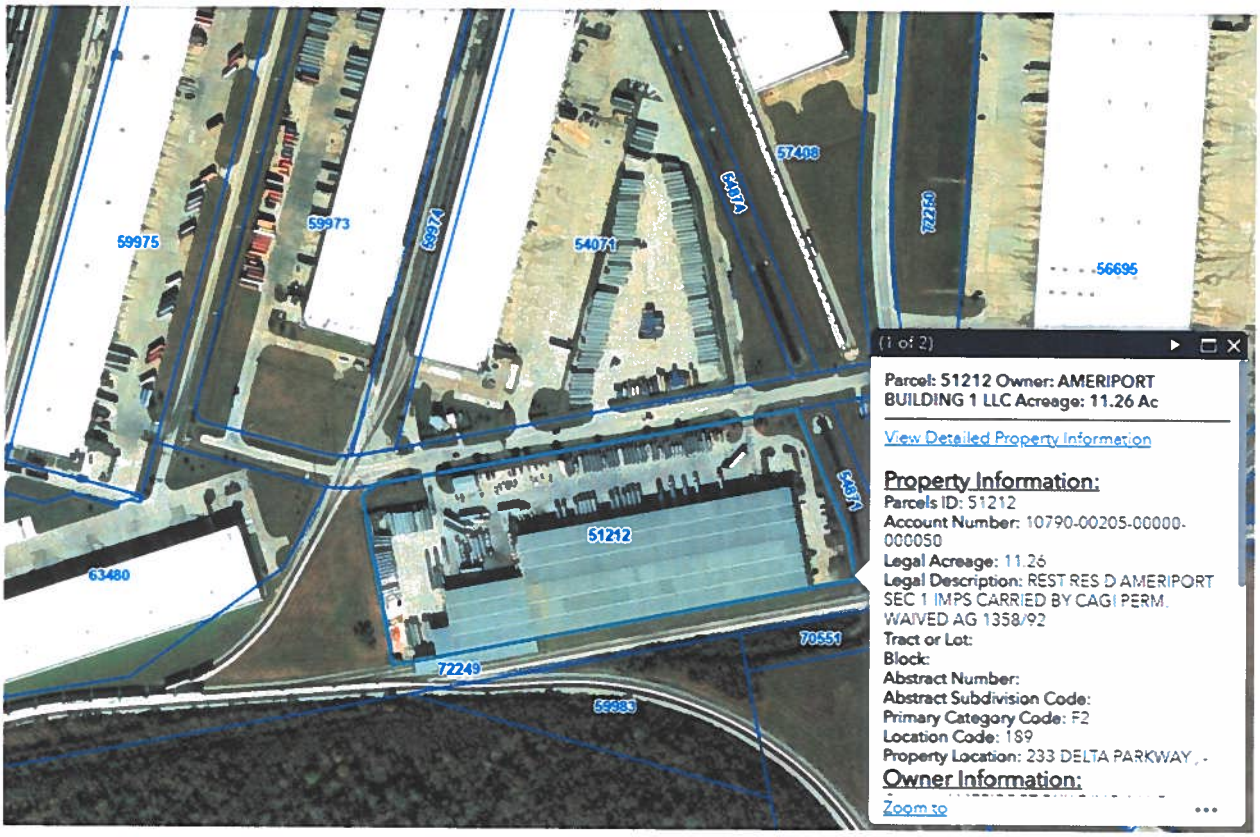
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Company: Ameriport Building 1, LLC

Address: 233 Delta Parkway, Baytown, TX 77523

Chambers CAD Parcel IDs:

- 51212
- 923396



CITY COUNCIL & MDD MEETING 9. g.

Meeting Date: 07/09/2026
Subject: Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 7, LLC.
Prepared for: Brian Moran, Administration
Prepared by: Estefania Salazar, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 7, LLC.

PREFACE

The City of Baytown and Ameriport Building 7, LLC previously entered into an Industrial District Agreement. The current agreement is expiring, and both parties wish to continue their relationship under the City's current IDA policy. Approval will authorize an IDA and ensure continued compliance with City policy and agreement terms, as well as revenue stability.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
None.

Attachments

Ordinance - IDA for Ameriport Building 7, LLC
Ameriport Building 7, LLC_IDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 7, LLC.; 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 Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest to an Industrial District Agreement with Ameriport Building 7, LLC. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City council of the City of Baytown, this 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Industrial District Agreement

This Industrial District Agreement ("Agreement") is made and entered into between the City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas, hereinafter also referred to as "Baytown" or "City," and Ameriport Building 7, LLC, hereinafter referred to as "Property Owner." In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and Property Owner as follows:

I.
Parties

This Agreement is made under the authority of Texas Local Government Code Annotated §42.044 (Vernon 1993), article XI, §5 of the Texas Constitution and other applicable law. The parties to the Agreement and their addresses are:

1. The "City"

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

Copy to:

City of Baytown
Attn: City Attorney
P.O. Box 424
Baytown, TX 77522

2. The "Property Owner"

Ameriport Building 7, LLC
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

Tax Statement Address:

Ameriport Building 7, LLC
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

II.
Identification of Property and Industrial District

This Agreement includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner. Real estate located outside the corporate limits of the City is sometimes referred to herein as the "affected area," and it is described in Exhibit A, which is attached to this Agreement and made a part hereof. Acting pursuant to the above mentioned authority, the City Council of the City has by ordinance, designated the affected area

as an industrial district, the same to be known as Baytown Industrial District No. 3 (the "Industrial District").

III.
Term

The term of this Agreement is fifteen tax years, from 2026 through 2040, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement and shall remain in effect for fifteen years. This Agreement supersedes any prior existing agreements between the Property Owner and the City relating to the subject matter specific to the term hereof.

IV.
Limited Immunity from Annexation by the City

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees for the term of this Agreement the immunity of the affected area from annexation of any type by the City except for such parts of the affected property as may be necessary to annex property owned by third parties within the Industrial District that the City may decide to annex. Additionally, this Agreement shall not affect the continuation of any limited purpose annexation status to which the affected area is now subject.

V.
Industrial District Payment

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof a sum of money equal to: the Base Value Industrial District Payment plus the Added Value Industrial District Payment. The sum of the Base Value Industrial District Payment plus the Added Value Industrial District Payment shall be referred to as the Industrial District Payment.

A.
Base Value Industrial District Payment

The Base Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as agreed to and stipulated by the parties to be as follows for each year indicated:

Year	Base Value
2026	$14,250,059.00
2027	$14,250,059.00
2028	$14,250,059.00
2029	$14,250,059.00
2030	$14,250,059.00
2031	$14,250,059.00
2032	$14,250,059.00

2033	$14,250,059.00
2034	$14,250,059.00
2035	$14,250,059.00
2036	$14,250,059.00
2037	$14,250,059.00
2038	$14,250,059.00
2039	$14,250,059.00
2040	$14,250,059.00

hereinafter referred to as the "Base Value," multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City, multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

plus

(3) the value of the situs inventory, which is the personal property and inventory stored or held on or within the affected property which is not owned by the Property Owner, as assessed each year by the Chambers County Appraisal District, multiplied by

(4) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City and multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

On or before February 1st of each contract year during the term of this Agreement, the Property Owner shall file separate written information reports with the City's Director of Finance stating the name and address of each person to whom the Property Owner leased or other provided storage space on

(1) January 1st of the current contract year and

(2) September 1st of the preceding year.

Additionally, if the Property Owner on or before July 1st of each year certifies under oath that the Property Owner has required the owner of the situs property to make the payment to the City for the portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A, the City shall invoice such owner for that amount. However, nothing herein shall be construed so as to relieve the Property Owner from making the full Industrial District Payment on or before December 31st of each year should the owner of the situs property fail to timely pay that portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A.

B.
Added Value Industrial District Payment

The Added Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as determined by the City, of all of the Property Owner's land and all other tangible property, real, personal or mixed, within the affected area on

January 1 of each year in which an Industrial District Payment is due hereunder minus the Base Year Value, hereinafter referred to as the "Added Value" multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City for each year of the term of this Agreement, multiplied by the applicable added value industrial district payment rate detailed below.

The applicable Added Value Industrial District Payment Rate shall be determined using the following chart:

TAX YEAR	ADDED VALUE INDUSTRIAL DISTRICT PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

If the formula used in calculating the Added Value Industrial District Payment produces a negative number, then the Added Value Industrial District Payment shall be $0.00.

VI.
Valuations and Collections

A.
Generally

The parties hereto recognize that said Chambers County Appraisal District is not required to appraise for the City the land, improvements, and tangible property, real or mixed, in the affected area, which is not within the corporate limits of the City, for the purpose of computing the payments hereunder. For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem

taxation as amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists, instead if such method is used, the chief appraiser shall:

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

The parties agree that the fair market value of the Property Owner's land, improvements, and tangible property subject to Subsections B and C of this section shall be determined in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the Property Owner's payment under this Agreement on properties annexed or disannexed subsequent to the commencement of this Agreement. The City may choose to use the appraised value as finally determined by the Chambers County Appraisal District (or through administrative or judicial appeal of the Chambers County Appraisal District's determination), or by appraisal conducted by an independent appraiser of the City's selection at the City's expense. The determination of fair market values by the City shall be final and binding unless the Property Owner within thirty (30) days after receipt of the City's determination petitions for a Declaratory Judgment to the Civil District Court of Harris County, Texas, as provided for by Section XIII hereof. Nothing contained herein shall ever be construed as in derogation of the authority of the Chambers County Appraisal District to establish the appraised value of land, improvements, and tangible personal property in the annexed portion for ad valorem tax purposes.

B.

Adjustment of Base Value for Property Inside the Corporate Limits but Subsequently Disannexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is disannexed from the corporate limits of the City during the term of this Agreement, shall become part of the affected area immediately upon disannexation. The value for such disannexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is disannexed and shall be added to the Base Value specified in Article V each year after the disannexation for purposes of payment hereunder.

C.

Adjustment of Base Value for Property Outside the Corporate Limits but Subsequently Annexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is annexed into the corporate limits of the City during the term of this Agreement, shall be removed from the affected area the year after the annexation. The value for such annexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is annexed and shall be subtracted from the Base Value specified in Article V each year after the annexation for purposes of payment hereunder.

D.

Statements

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

E.

Valuation Contests

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

VII.
Compliance with Law

The City and the Property Owner mutually recognize that the health and welfare of Baytown residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in the Industrial District, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control which are adopted by the City and made applicable to portions of the City adjacent to the Industrial District shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the affected area not located within the corporate limits of the City. Nonetheless, the Property Owner agrees that any structure built within the affected area shall be built in accordance with the building code adopted by the City in effect at the time of construction.

The City and the Property Owner recognize that activities in the City's industrial districts are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in the City's industrial districts that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII.
Inspections

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

IX.

Default

A.
Default by Property Owner

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

B.
Default by City

In the event of default by the City, the Property Owner may, if such default is not fully corrected within 60 days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the affected area as an industrial district. Provided, however, if the termination occurs as a result of the City's exercising its option to terminate (as provided in the first sentence of this Section IX), the City shall not have the right to annex the affected area into the general corporate limits of the City so as to subject the affected area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

X.

Notice

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

XI.

No Further Expansion of Taxing Jurisdiction

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district covering the affected area not within the corporate limits of the City, to make any payments to the City in the nature of a tax or assessment based upon the value of the Property Owner's property in the affected area during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes within the affected area, including, without limitation, City ad valorem taxes on taxable property within the affected area.

XII.

Reimbursement for Services

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

XIII.

Declaratory Judgment Action

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

XIV.

Assignment

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within 30 days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed and

the Base Value shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into an Industrial District Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV.
Authority

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

XVI.
No Municipal Services

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

XVII.
Severability

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

XVIII.
Complete Agreement

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

XIX.
Non-waiver

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

XX.
Ambiguities

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

XXI.
Headings

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

XXII.
Choice of Law: Venue

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

XXIII.
Agreement Read

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

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 12 day of June, 2026, and on behalf of the City this ___ day of _____, 2026.

AMERIPORT BUILDING 7, LLC

By: _____

Michael J. Plank
Printed Name

President
Title

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, Tracy JoAnn Mitchell, the undersigned notary public, on this day personally appeared Michael J. Plank, the President of Ameriport Building 7, LLC, the owner of the affected property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, in the capacity, and for the consideration therein expressed.

SUBSCRIBED AND SWORN before me this 12 day of June, 2026.

_____
Notary Public in and for the State of Texas

Tracy JoAnn Mitchell
My Commission Expires
5/15/2028
Notary ID 6881742

CITY OF BAYTON

_____

Charles Johnson, Mayor

ATTEST:

_____

Angela Jackson, City Clerk

APPROVED AS TO FORM:

_____

Scott Lemond, City Attorney

_____

Teresa McKenzie, Finance Director

EXHIBIT A
Legal Description

A TRACT OR PARCEL CONTAINING 17.1101 ACRES OR 745,317 SQUARE FEET OF LAND, SITUATED IN THE R.A. PORTER SURVEY, ABSTRACT NO. 205, CHAMBERS COUNTY, TEXAS, BEING PART OF AND OUT OF THE RESIDUE OF A CALLED 665.8778 ACRE TRACT OF LAND CONVEYED TO AMERIPORT, LLC AS RECORDED UNDER VOL. (08) 1053, PG. 709 OF THE CHAMBERS COUNTY DEED RECORDS (C.C.C.D.R), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE COMMON NORTH CORNER OF A CALLED 16.0218 ACRE TRACT OF LAND CONVEYED TO AMERIPORT BUILDING 3, LLC AS RECORDED UNDER VOL. (15) 1565 PG. 581, C.C.D.R., AND OF A 2.5792 ACRE TRACT OF LAND CONVEYED TO CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 2 AS RECORDED UNDER CHAMBERS COUNTY CLERK'S FILE (C.C.C.F.) NO. 00103193, FROM WHICH A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE MOST WESTERLY CORNER OF SAID 16.0218 ACRE TRACT OF LAND FOUND BEARS FOR REFERENCE, SOUTH 23 DEG. 54 MIN. 34 SEC. EAST, 112. 07 FEET;

THENCE, NORTH 86 DEG. 26 MIN. 23 SEC. EAST, ALONG AND WITH THE NORTH LINE OF SAID 2.5792 ACRE TRACT, A DISTANCE OF 63.85 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 86 DEG. 26 MIN. 23 SEC. EAST, THROUGH AND ACROSS SAID 665.8778 ACRE TRACT, A DISTANCE OF 23.80 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

THENCE, IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 11 DEG. 44 MIN. 36 SEC., AN ARC LENGTH OF 155.77 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 87 DEG. 39 MIN. 44 SEC. EAST, 155.50 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

THENCE, SOUTH 81 DEG. 47 MIN. 26 SEC. EAST, A DISTANCE OF 668.32 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND A POINT OF CURVATURE;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 91 DEG. 48 MIN. 54 SEC., AN ARC LENGTH OF 80.12 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 35 DEG. 52 MIN. 59 SEC. EAST, 71.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF AMERIPORT PARKWAY (CALLED 100' WIDE) AS RECORDED UNDER C.C.C.F. NO. 66798 AND MARKING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 10 DEG. 01 MIN. 28 SEC. WEST, ALONG AND WITH THE WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY, A DISTANCE OF 70.16 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

THENCE, WITH THE CURVED WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY, IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 08 DEG. 24 MIN. 00 SEC., AN ARC LENGTH OF 300.55 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 49 MIN. 28 SEC. WEST, 300.28 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

THENCE, SOUTH 01 DEG. 37 MIN. 28 SEC. WEST, ALONG AND WITH THE WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY, A DISTANCE OF 573.31 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

THENCE, WITH THE CURVED WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY, IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 12 DEG. 35 MIN. 05 SEC., AN ARC LENGTH OF 450.27 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 04 DEG. 40 MIN. 04 SEC. EAST, 449.37 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTH END OF A CURVED CUTBACK CORNER OF THE INTERSECTION OF THE CURVED WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY AND THE NORTH R.O.W. LINE OF DELTA PARKWAY (CALLED 80' WIDE) AS RECORDED UNDER C.C.C.F. NO. 66798, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID CURVED CUTBACK CORNER, IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 87 DEG. 32 MIN. 38 SEC., AN ARC LENGTH OF 76.40 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEG. 48 MIN. 42 SEC. WEST, 69.18 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE END OF SAID CUTBACK CORNER AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 76 DEG. 35 MIN. 01 SEC. WEST, ALONG AND WITH THE NORTH R.O.W. LINE OF SAID DELTA PARKWAY, A DISTANCE OF 89.09 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

THENCE, WITH THE CURVED NORTH R.O.W. LINE OF SAID DELTA PARKWAY, IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1960.00 FEET, A CENTRAL ANGLE OF 00 DEG. 24 MIN. 57 SEC., AN ARC LENGTH OF 14.22 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 76 DEG. 47 MIN. 14 SEC. WEST, 14.22 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF SAID 2.5792 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

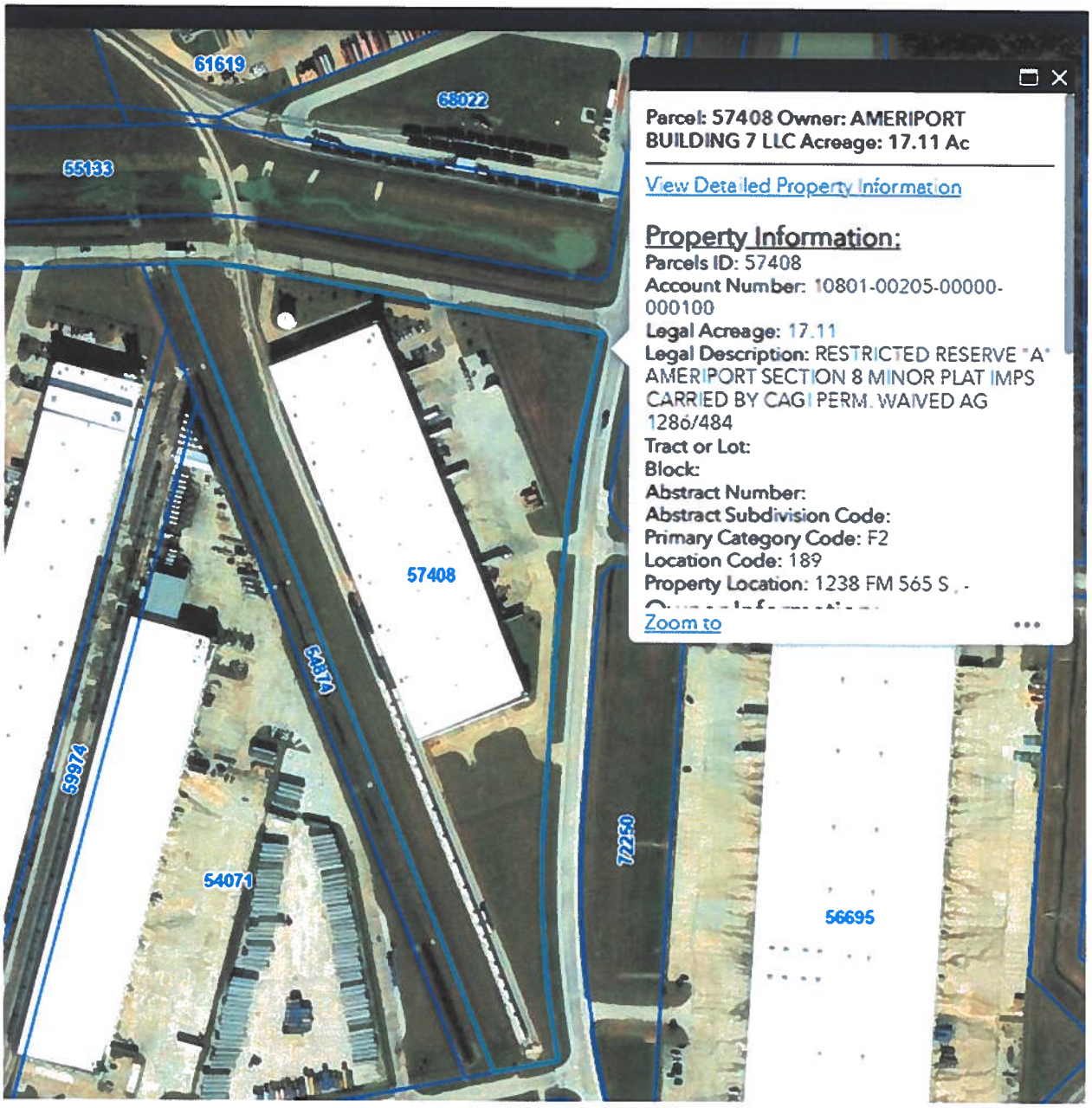
THENCE, NORTH 23 DEG. 54 MIN. 34 SEC. WEST, ALONG THE EAST LINE OF SAID 2.5792 ACRE TRACT, A DISTANCE OF 1782.26 FEET TO THE **POINT OF BEGINNING,** AND CONTAINING 17.1101 ACRES OR 745,317 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 46137-AP700-BND, PREPARED BY WINDROSE LAND SERVICES.

Company: Ameriport Building 7, LLC

Address: 5121 Ameriport Parkway, Baytown, TX 77523

Chambers CAD Parcel IDs:

- 929008
- 57408



CITY COUNCIL & MDD MEETING 9. h.

Meeting Date: 07/09/2026

Subject: Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 8, LLC.

Prepared for: Brian Moran, Administration

Prepared by: Estefania Salazar, Administration

Department: Administration

Information

ITEM

Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 8, LLC.

PREFACE

The City of Baytown and Ameriport Building 8, LLC previously entered into an Industrial District Agreement. The current agreement is expiring, and both parties wish to continue their relationship under the City's current IDA policy. Approval will authorize an IDA and ensure continued compliance with City policy and agreement terms, as well as revenue stability.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

None.

Attachments

Ordinance - IDA for Ameriport Building 8, LLC

Ameriport Building 8, LLC_IDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 8, LLC.; 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 Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest to an Industrial District Agreement with Ameriport Building 8, LLC. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City council of the City of Baytown, this 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Industrial District Agreement

This Industrial District Agreement ("Agreement") is made and entered into between the City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas, hereinafter also referred to as "Baytown" or "City," and Ameriport Building 8, LLC, hereinafter referred to as "Property Owner." In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and Property Owner as follows:

I.
Parties

This Agreement is made under the authority of Texas Local Government Code Annotated §42.044 (Vernon 1993), article XI, §5 of the Texas Constitution and other applicable law. The parties to the Agreement and their addresses are:

1. The "City"

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

Copy to:

City of Baytown
Attn: City Attorney
P.O. Box 424
Baytown, TX 77522

2. The "Property Owner"

Ameriport Building 8, LLC
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

Tax Statement Address:

Ameriport Building 8, LLC
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

II.
Identification of Property and Industrial District

This Agreement includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner. Real estate located outside the corporate limits of the City is sometimes referred to herein as the "affected area," and it is described in Exhibit A, which is attached to this Agreement and made a part hereof. Acting pursuant to the above mentioned authority, the City Council of the City has by ordinance, designated the affected area

as an industrial district, the same to be known as Baytown Industrial District No. 3 (the "Industrial District").

III.
Term

The term of this Agreement is fifteen tax years, from 2026 through 2040, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement and shall remain in effect for fifteen years. This Agreement supersedes any prior existing agreements between the Property Owner and the City relating to the subject matter specific to the term hereof.

IV.
Limited Immunity from Annexation by the City

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees for the term of this Agreement the immunity of the affected area from annexation of any type by the City except for such parts of the affected property as may be necessary to annex property owned by third parties within the Industrial District that the City may decide to annex. Additionally, this Agreement shall not affect the continuation of any limited purpose annexation status to which the affected area is now subject.

V.
Industrial District Payment

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof a sum of money equal to: the Base Value Industrial District Payment plus the Added Value Industrial District Payment. The sum of the Base Value Industrial District Payment plus the Added Value Industrial District Payment shall be referred to as the Industrial District Payment.

A.
Base Value Industrial District Payment

The Base Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as agreed to and stipulated by the parties to be as follows for each year indicated:

Year	Base Value
2026	$1,810,265.00
2027	$1,810,265.00
2028	$1,810,265.00
2029	$1,810,265.00
2030	$1,810,265.00
2031	$1,810,265.00
2032	$1,810,265.00

2033	$1,810,265.00
2034	$1,810,265.00
2035	$1,810,265.00
2036	$1,810,265.00
2037	$1,810,265.00
2038	$1,810,265.00
2039	$1,810,265.00
2040	$1,810,265.00

hereinafter referred to as the "Base Value," multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City, multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

plus

(3) the value of the situs inventory, which is the personal property and inventory stored or held on or within the affected property which is not owned by the Property Owner, as assessed each year by the Chambers County Appraisal District, multiplied by

(4) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City and multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

On or before February 1st of each contract year during the term of this Agreement, the Property Owner shall file separate written information reports with the City's Director of Finance stating the name and address of each person to whom the Property Owner leased or other provided storage space on

(1) January 1st of the current contract year and

(2) September 1st of the preceding year.

Additionally, if the Property Owner on or before July 1st of each year certifies under oath that the Property Owner has required the owner of the situs property to make the payment to the City for the portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A, the City shall invoice such owner for that amount. However, nothing herein shall be construed so as to relieve the Property Owner from making the full Industrial District Payment on or before December 31st of each year should the owner of the situs property fail to timely pay that portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A.

B.

Added Value Industrial District Payment

The Added Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as determined by the City, of all of the Property Owner's land and all other tangible property, real, personal or mixed, within the affected area on

January 1 of each year in which an Industrial District Payment is due hereunder minus the Base Year Value, hereinafter referred to as the "Added Value" multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City for each year of the term of this Agreement, multiplied by the applicable added value industrial district payment rate detailed below.

The applicable Added Value Industrial District Payment Rate shall be determined using the following chart:

TAX YEAR	ADDED VALUE INDUSTRIAL DISTRICT PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

If the formula used in calculating the Added Value Industrial District Payment produces a negative number, then the Added Value Industrial District Payment shall be $0.00.

VI.
Valuations and Collections

A.
Generally

The parties hereto recognize that said Chambers County Appraisal District is not required to appraise for the City the land, improvements, and tangible property, real or mixed, in the affected area, which is not within the corporate limits of the City, for the purpose of computing the payments hereunder. For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem

taxation as amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists, instead if such method is used, the chief appraiser shall:

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

The parties agree that the fair market value of the Property Owner's land, improvements, and tangible property subject to Subsections B and C of this section shall be determined in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the Property Owner's payment under this Agreement on properties annexed or disannexed subsequent to the commencement of this Agreement. The City may choose to use the appraised value as finally determined by the Chambers County Appraisal District (or through administrative or judicial appeal of the Chambers County Appraisal District's determination), or by appraisal conducted by an independent appraiser of the City's selection at the City's expense. The determination of fair market values by the City shall be final and binding unless the Property Owner within thirty (30) days after receipt of the City's determination petitions for a Declaratory Judgment to the Civil District Court of Harris County, Texas, as provided for by Section XIII hereof. Nothing contained herein shall ever be construed as in derogation of the authority of the Chambers County Appraisal District to establish the appraised value of land, improvements, and tangible personal property in the annexed portion for ad valorem tax purposes.

B.

Adjustment of Base Value for Property Inside the Corporate Limits but Subsequently Disannexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is disannexed from the corporate limits of the City during the term of this Agreement, shall become part of the affected area immediately upon disannexation. The value for such disannexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is disannexed and shall be added to the Base Value specified in Article V each year after the disannexation for purposes of payment hereunder.

C.

Adjustment of Base Value for Property Outside the Corporate Limits but Subsequently Annexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is annexed into the corporate limits of the City during the term of this Agreement, shall be removed from the affected area the year after the annexation. The value for such annexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is annexed and shall be subtracted from the Base Value specified in Article V each year after the annexation for purposes of payment hereunder.

D.

Statements

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

E.

Valuation Contests

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

VII.
Compliance with Law

The City and the Property Owner mutually recognize that the health and welfare of Baytown residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in the Industrial District, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control which are adopted by the City and made applicable to portions of the City adjacent to the Industrial District shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the affected area not located within the corporate limits of the City. Nonetheless, the Property Owner agrees that any structure built within the affected area shall be built in accordance with the building code adopted by the City in effect at the time of construction.

The City and the Property Owner recognize that activities in the City's industrial districts are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in the City's industrial districts that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII.
Inspections

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

IX.

Default

A.
Default by Property Owner

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

B.
Default by City

In the event of default by the City, the Property Owner may, if such default is not fully corrected within 60 days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the affected area as an industrial district. Provided, however, if the termination occurs as a result of the City's exercising its option to terminate (as provided in the first sentence of this Section IX), the City shall not have the right to annex the affected area into the general corporate limits of the City so as to subject the affected area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

X.
Notice

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

XI.
No Further Expansion of Taxing Jurisdiction

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district covering the affected area not within the corporate limits of the City, to make any payments to the City in the nature of a tax or assessment based upon the value of the Property Owner's property in the affected area during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes within the affected area, including, without limitation, City ad valorem taxes on taxable property within the affected area.

XII.
Reimbursement for Services

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

XIII.
Declaratory Judgment Action

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

XIV.
Assignment

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within 30 days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed and

the Base Value shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into an Industrial District Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV.
Authority

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

XVI.
No Municipal Services

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

XVII.
Severability

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

XVIII.
Complete Agreement

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

XIX.
Non-waiver

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

XX.
Ambiguities

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

XXI.
Headings

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

XXII.
Choice of Law: Venue

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

XXIII.
Agreement Read

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

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 18 day of June, 2026, and on behalf of the City this ___ day of _____, 2026.

AMERIPORT BUILDING 8, LLC

By: _____

Michael J. Plank
Printed Name

President
Title

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, Tracy JoAnn Mitchell, the undersigned notary public, on this day personally appeared Michael J. Plank, the President of Ameriport Building 8, LLC, the owner of the affected property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, in the capacity, and for the consideration therein expressed.

SUBSCRIBED AND SWORN before me this 18 day of June, 2026.

Tracy JoAnn Mitchell
My Commission Expires
5/15/2028
Notary ID 6881742

Notary Public in and for the State of Texas

CITY OF BAYTON

_____

Charles Johnson, Mayor

ATTEST:

_____

Angela Jackson, City Clerk

APPROVED AS TO FORM:

_____

Scott Lemond, City Attorney

_____

Teresa McKenzie, Finance Director

EXHIBIT A

DESCRIPTION OF
5.1989 ACRES OR 226,464 SQ. FT.

A TRACT OR PARCEL CONTAINING 5.1989 ACRES OR 226,464 SQUARE FEET OF LAND SITUATED IN THE G.L. SHORT SURVEY, ABSTRACT NO. 228, CHAMBERS COUNTY, TEXAS, BEING PART OF AND OUT OF THE RESIDUE OF A CALLED 665.8778 ACRE TRACT OF LAND CONVEYED TO AMERIPORT, LLC AS RECORDED UNDER CHAMBERS COUNTY CLERK'S FILE (C.C.C.F.) NO. 36914, AND OUT OF A CALLED 46.3013 ACRE TRACT (SAVE AND EXCEPT 0.8992 ACRES) CONVEYED TO RAIL LOGIX AMERIPORT, LLC AS RECORDED UNDER C.C.C.F. NO. 90524, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE SOUTH CORNER OF A CALLED 18.4629 ACRE TRACT OF LAND CONVEYED TO AMERIPORT BUILDING 4, LLC AS RECORDED UNDER C.C.C.F. NO. 103798, FROM WHICH A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 18.4629 ACRE TRACT BEARS FOR REFERENCE, NORTH 48 DEG. 52 MIN. 53 SEC. WEST, A DISTANCE OF 1902.65 FEET;

THENCE, SOUTH 31 DEG. 38 MIN. 03 SEC. WEST, THROUGH AND ACROSS SAID 665.8778 ACRE TRACT, 58.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 665.8778 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 31 DEG. 38 MIN. 03 SEC. WEST, A DISTANCE OF 68.15 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

2. NORTH 48 DEG. 52 MIN. 53 SEC. WEST, A DISTANCE OF 879.44 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

3. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 622.80 FEET, A CENTRAL ANGLE OF 12 DEG. 43 MIN. 10 SEC., AN ARC LENGTH OF 138.26 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 55 DEG. 14 MIN. 28 SEC. WEST, 137.98 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

4. NORTH 61 DEG. 36 MIN. 03 SEC. WEST, A DISTANCE OF 451.80 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

5. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 06 DEG. 21 MIN. 35 SEC., AN ARC LENGTH OF 11.10 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 58 DEG. 25 MIN. 16 SEC. WEST, 11.09 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

THENCE, NORTH 55 DEG. 14 MIN. 28 SEC. WEST, PASSING AT A DISTANCE OF 76.91 FEET THE EAST LINE OF SAID 46.3013 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 122.34 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

THENCE, THROUGH AND ACROSS SAID 46.3013 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12 DEG. 43 MIN. 10 SEC., AN ARC LENGTH OF 22.20 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEG. 52 MIN. 53 SEC. WEST, 22.15 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

2. NORTH 42 DEG. 31 MIN. 18 SEC. WEST, A DISTANCE OF 105.29 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

3. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 648.65 FEET, A CENTRAL ANGLE OF 11 DEG. 16 MIN. 40 SEC., AN ARC LENGTH OF 127.68 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 36 DEG. 52 MIN. 58 SEC. WEST, 127.47 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF COMPOUND CURVATURE;

4. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 113 DEG. 58 MIN. 10 SEC., AN ARC LENGTH OF 127.68 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 25 DEG. 44 MIN. 27 SEC. EAST, 135.84 FEET TO A POINT OF TANGENCY;

THENCE, NORTH 82 DEG. 43 MIN. 32 SEC. EAST, PASSING AT A DISTANCE OF 46.63 FEET THE EAST LINE OF SAID 46.3013 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 78.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 665.8778 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 56 DEG. 27 MIN. 56 SEC. EAST, A DISTANCE OF 70.61 FEET TO A CAPPED 5/8" IR STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

2. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 611.30 FEET, A CENTRAL ANGLE OF 07 DEG. 32 MIN. 24 SEC., AN ARC LENGTH OF 80.45 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 52 DEG. 41 MIN. 44 SEC. EAST, 80.39 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

3. SOUTH 48 DEG. 55 MIN. 32 SEC. EAST, A DISTANCE OF 102.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

4. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 611.30 FEET, A CENTRAL ANGLE OF 06 DEG. 21 MIN.L 35 SEC., AN ARC LENGTH OF 67.85 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEG. 44 MIN. 44 SEC. EAST, 67.82 FEET TO A CAPPED 5/8" IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

5. SOUTH 42 DEG. 33 MIN. 57 SEC. EAST, A DISTANCE OF 375.90 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN ANGLE POINT;

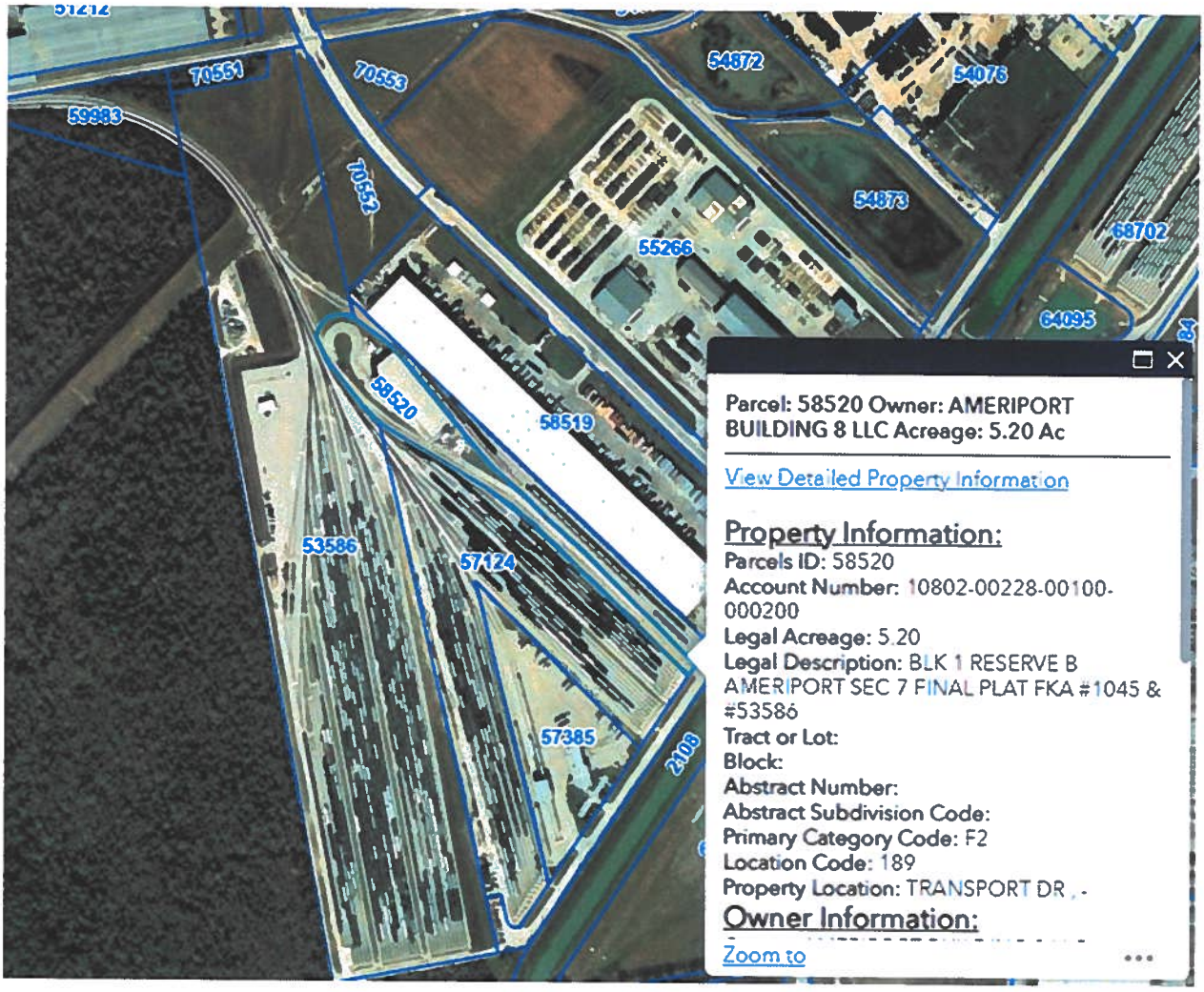
THENCE, SOUTH 48 DEG. 52 MIN. 53 SEC. EAST, A DISTANCE OF 1120.53 FEET TO THE POINT OF BEGINNING, AND CONTAINING 5.1989 ACRES OR 226,464 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 46137-HEADWATERS, PREPARED BY WINDROSE LAND SERVICES.

Company: Ameriport Building 8, LLC

Address: 415 Transport Drive, Baytown, TX 77523

Chambers CAD Parcel IDs:

- 929185
- 58520



CITY COUNCIL & MDD MEETING 9. i.

Meeting Date: 07/09/2026
Subject: Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 11, LLC.
Prepared for: Brian Moran, Administration
Prepared by: Estefania Salazar, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 11, LLC.

PREFACE

The City of Baytown and Ameriport Building 11, LLC previously entered into an Industrial District Agreement. The current agreement is expiring, and both parties wish to continue their relationship under the City's current IDA policy. Approval will authorize an IDA and ensure continued compliance with City policy and agreement terms, as well as revenue stability.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
None.

Attachments

Ordinance - IDA for Ameriport Building 11, LLC
Ameriport Building 11, LLC_IDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 11, LLC.; 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 Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest to an Industrial District Agreement with Ameriport Building 11, LLC. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City council of the City of Baytown, this 9th day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Industrial District Agreement

This Industrial District Agreement ("Agreement") is made and entered into between the City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas, hereinafter also referred to as "Baytown" or "City," and Ameriport Building 11, LLC, hereinafter referred to as "Property Owner." In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and Property Owner as follows:

I.
Parties

This Agreement is made under the authority of Texas Local Government Code Annotated §42.044 (Vernon 1993), article XI, §5 of the Texas Constitution and other applicable law. The parties to the Agreement and their addresses are:

1. The "City"

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

Copy to:

City of Baytown
Attn: City Attorney
P.O. Box 424
Baytown, TX 77522

2. The "Property Owner"

Ameriport Building 11
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

Tax Statement Address:

Ameriport Building 11
Attn: Michael J. Plank
3330 S Sam Houston Pkwy E
Houston, TX 77047

II.
Identification of Property and Industrial District

This Agreement includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner. Real estate located outside the corporate limits of the City is sometimes referred to herein as the "affected area," and it is described in Exhibit A, which is attached to this Agreement and made a part hereof. Acting pursuant to the above mentioned authority, the City Council of the City has by ordinance, designated the affected area

as an industrial district, the same to be known as Baytown Industrial District No. 3 (the "Industrial District").

III.
Term

The term of this Agreement is fifteen tax years, from 2026 through 2040, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement and shall remain in effect for fifteen years. This Agreement supersedes any prior existing agreements between the Property Owner and the City relating to the subject matter specific to the term hereof.

IV.
Limited Immunity from Annexation by the City

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees for the term of this Agreement the immunity of the affected area from annexation of any type by the City except for such parts of the affected property as may be necessary to annex property owned by third parties within the Industrial District that the City may decide to annex. Additionally, this Agreement shall not affect the continuation of any limited purpose annexation status to which the affected area is now subject.

V.
Industrial District Payment

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof a sum of money equal to: the Base Value Industrial District Payment plus the Added Value Industrial District Payment. The sum of the Base Value Industrial District Payment plus the Added Value Industrial District Payment shall be referred to as the Industrial District Payment.

A.
Base Value Industrial District Payment

The Base Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as agreed to and stipulated by the parties to be as follows for each year indicated:

Year	Base Value
2026	$15,542,519.00
2027	$15,542,519.00
2028	$15,542,519.00
2029	$15,542,519.00
2030	$15,542,519.00
2031	$15,542,519.00
2032	$15,542,519.00

2033	$15,542,519.00
2034	$15,542,519.00
2035	$15,542,519.00
2036	$15,542,519.00
2037	$15,542,519.00
2038	$15,542,519.00
2039	$15,542,519.00
2040	$15,542,519.00

hereinafter referred to as the "Base Value," multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City, multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

plus

(3) the value of the situs inventory, which is the personal property and inventory stored or held on or within the affected property which is not owned by the Property Owner, as assessed each year by the Chambers County Appraisal District, multiplied by

(4) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City and multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

On or before February 1st of each contract year during the term of this Agreement, the Property Owner shall file separate written information reports with the City's Director of Finance stating the name and address of each person to whom the Property Owner leased or other provided storage space on

(1) January 1st of the current contract year and

(2) September 1st of the preceding year.

Additionally, if the Property Owner on or before July 1st of each year certifies under oath that the Property Owner has required the owner of the situs property to make the payment to the City for the portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A, the City shall invoice such owner for that amount. However, nothing herein shall be construed so as to relieve the Property Owner from making the full Industrial District Payment on or before December 31st of each year should the owner of the situs property fail to timely pay that portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A.

B.

Added Value Industrial District Payment

The Added Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as determined by the City, of all of the Property Owner's land and all other tangible property, real, personal or mixed, within the affected area on

January 1 of each year in which an Industrial District Payment is due hereunder minus the Base Year Value, hereinafter referred to as the "Added Value" multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City for each year of the term of this Agreement, multiplied by the applicable added value industrial district payment rate detailed below.

The applicable Added Value Industrial District Payment Rate shall be determined using the following chart:

TAX YEAR	ADDED VALUE INDUSTRIAL DISTRICT PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

If the formula used in calculating the Added Value Industrial District Payment produces a negative number, then the Added Value Industrial District Payment shall be $0.00.

VI.
Valuations and Collections

A.
Generally

The parties hereto recognize that said Chambers County Appraisal District is not required to appraise for the City the land, improvements, and tangible property, real or mixed, in the affected area, which is not within the corporate limits of the City, for the purpose of computing the payments hereunder. For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem

taxation as amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists, instead if such method is used, the chief appraiser shall:

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

The parties agree that the fair market value of the Property Owner's land, improvements, and tangible property subject to Subsections B and C of this section shall be determined in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the Property Owner's payment under this Agreement on properties annexed or disannexed subsequent to the commencement of this Agreement. The City may choose to use the appraised value as finally determined by the Chambers County Appraisal District (or through administrative or judicial appeal of the Chambers County Appraisal District's determination), or by appraisal conducted by an independent appraiser of the City's selection at the City's expense. The determination of fair market values by the City shall be final and binding unless the Property Owner within thirty (30) days after receipt of the City's determination petitions for a Declaratory Judgment to the Civil District Court of Harris County, Texas, as provided for by Section XIII hereof. Nothing contained herein shall ever be construed as in derogation of the authority of the Chambers County Appraisal District to establish the appraised value of land, improvements, and tangible personal property in the annexed portion for ad valorem tax purposes.

B.

Adjustment of Base Value for Property Inside the Corporate Limits but Subsequently Disannexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is disannexed from the corporate limits of the City during the term of this Agreement, shall become part of the affected area immediately upon disannexation. The value for such disannexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is disannexed and shall be added to the Base Value specified in Article V each year after the disannexation for purposes of payment hereunder.

C.

Adjustment of Base Value for Property Outside the Corporate Limits but Subsequently Annexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is annexed into the corporate limits of the City during the term of this Agreement, shall be removed from the affected area the year after the annexation. The value for such annexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is annexed and shall be subtracted from the Base Value specified in Article V each year after the annexation for purposes of payment hereunder.

D.

Statements

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

E.

Valuation Contests

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

VII.
Compliance with Law

The City and the Property Owner mutually recognize that the health and welfare of Baytown residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in the Industrial District, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control which are adopted by the City and made applicable to portions of the City adjacent to the Industrial District shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the affected area not located within the corporate limits of the City. Nonetheless, the Property Owner agrees that any structure built within the affected area shall be built in accordance with the building code adopted by the City in effect at the time of construction.

The City and the Property Owner recognize that activities in the City's industrial districts are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in the City's industrial districts that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII.
Inspections

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

IX.

Default

A.
Default by Property Owner

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

B.
Default by City

In the event of default by the City, the Property Owner may, if such default is not fully corrected within 60 days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the affected area as an industrial district. Provided, however, if the termination occurs as a result of the City's exercising its option to terminate (as provided in the first sentence of this Section IX), the City shall not have the right to annex the affected area into the general corporate limits of the City so as to subject the affected area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

X.

Notice

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

XI.
No Further Expansion of Taxing Jurisdiction

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district covering the affected area not within the corporate limits of the City, to make any payments to the City in the nature of a tax or assessment based upon the value of the Property Owner's property in the affected area during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes within the affected area, including, without limitation, City ad valorem taxes on taxable property within the affected area.

XII.
Reimbursement for Services

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

XIII.
Declaratory Judgment Action

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

XIV.
Assignment

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within 30 days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed and

the Base Value shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into an Industrial District Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV.
Authority

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

XVI.
No Municipal Services

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

XVII.
Severability

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

XVIII.
Complete Agreement

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

XIX.
Non-waiver

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

XX.
Ambiguities

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

XXI.
Headings

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

XXII.
Choice of Law: Venue

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

XXIII.
Agreement Read

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

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 18 day of June, 2026, and on behalf of the City this ___ day of _____, 2026.

AMERIPORT BUILDING 11, LLC

By: _____

Michael J. Plank
Printed Name

President
Title

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, Tracy JoAnn Mitchell, the undersigned notary public, on this day personally appeared Michael J Plank, the President of Ameriport Building 11, LLC, the owner of the affected property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, in the capacity, and for the consideration therein expressed.

SUBSCRIBED AND SWORN before me this 18 day of June, 2026.

_____
Notary Public in and for the State of Texas

Tracy JoAnn Mitchell
My Commission Expires
5/15/2028
Notary ID 6881742

CITY OF BAYTON

_____

Charles Johnson, Mayor

ATTEST:

_____

Angela Jackson, City Clerk

APPROVED AS TO FORM:

_____

Scott Lemond, City Attorney

_____

Teresa McKenzie, Finance Director

Exhibit A

Property Description

DESCRIPTION OF
14.167 ACRES OR 617,100 SQUARE FEET

A TRACT OR PARCEL CONTAINING 14.167 ACRES OR 617,100 SQUARE FEET OF LAND, SITUATED IN THE R.A. PORTER SURVEY, ABSTRACT NO. 205, CHAMBERS COUNTY, TEXAS, BEING PART OF AND OUT OF A CALLED 14.274 ACRE TRACT OF LAND CONVEYED TO AMERIPORT BUILDING 11, LLC AS RECORDED UNDER CHAMBERS COUNTY CLERK'S FILE (C.C.C.F.) NO. 130181, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" FOUND MARKING THE EAST END OF A CURVED CUTBACK CORNER OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF LOGISTICS DRIVE (80' WIDE) AS RECORDED UNDER CHAMBERS COUNTY CLERK'S FILE (C.C.C.F.) NO. 122999 AND THE WEST R.O.W. LINE OF AMERIPORT PARKWAY (100' WIDE) AS RECORDED UNDER C.C.C.F. NO. 66798;

THENCE, NORTH 06 DEG. 29 MIN. 28 SEC. EAST, ALONG THE WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY, A DISTANCE OF 641.75 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHEAST CORNER OF SAID 14.274 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE, NORTH 83 DEG. 30 MIN. 32 SEC. WEST, ALONG THE SOUTH LINE OF SAID 14.167 ACRE TRACT, A DISTANCE OF 64.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

THENCE, SOUTH 66 DEG. 05 MIN. 30 SEC. WEST, A DISTANCE OF 923.58 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 14.274 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, IN A WESTERLY DIRECTION WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 08 DEG. 48 MIN. 20 SEC., AN ARC LENGTH OF 153.68 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEG. 06 MIN. 11 SEC. WEST - 153.53 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE END OF SAID CURVE AND THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 23 DEG. 54 MIN. 40 SEC. WEST, ALONG THE WEST LINE OF SAID 14.274 ACRE TRACT, A DISTANCE OF 415.93 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWEST CORNER OF A CALLED 16.991 ACRE TRACT OF LAND CONVEYED TO AMERIPORT BUILDING 10, LLC AS RECORDED UNDER C.C.C.F. NO. 130180 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 66 DEG. 05 MIN. 30 SEC. EAST, ALONG THE COMMON LINE OF SAID 14.274 ACRE TRACT AND SAID 16.991 ACRE TRACT, A DISTANCE OF 1,335.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

THENCE, SOUTH 83 DEG. 30 MIN. 32 SEC. EAST, ALONG ANOTHER COMMON LINE OF SAID 14.274 ACRE TRACT AND SAID 16.991 ACRE TRACT, A DISTANCE OF 73.39 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY AND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

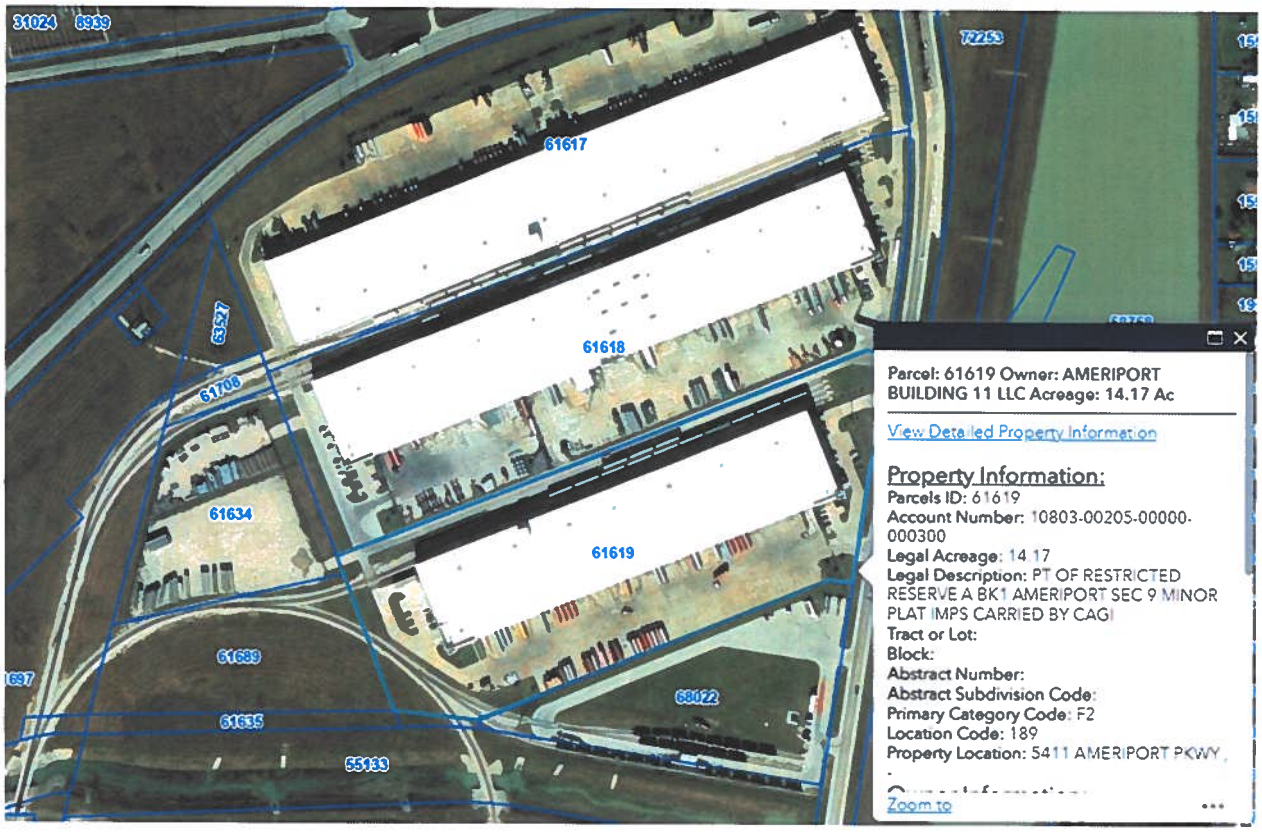
THENCE, SOUTH 06 DEG. 29 MIN. 28 SEC. WEST, ALONG THE WEST R.O.W. LINE OF SAID AMERIPORT PARKWAY, A DISTANCE OF 559.98 FEET TO THE PLACE OF BEGINNING AND CONTAINING 14.167 ACRES OR 617,100 SQUARE FEET OF LAND.

Company: Ameriport Building 11, LLC

Address: 5411 Ameriport Parkway, Baytown, TX 77523

Chambers CAD Parcel IDs:

- 61619
- 929892



CITY COUNCIL & MDD MEETING 9. j.

Meeting Date: 07/09/2026
Subject: Consider a resolution authorizing the submission of a Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) application for the Transite Pipe Water Line Replacement Program – Bayway Project
Prepared for: Rafael Errisuriz, Public Works/Engineering/BAWA, C.I.P
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider a resolution authorizing the submission of a Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) application for the Transite Pipe Water Line Replacement Program – Bayway Project.

PREFACE

This proposed resolution authorizes the City of Baytown to submit a Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) application and execute all necessary documents related to the Transite Pipe Water Line Replacement Program – Bayway Project.

The project consists of replacing aging transite water lines within the Bayway Drive service area that have experienced multiple water line failures and leaks. In 2025, water line breaks within the project area resulted in emergency repairs and the issuance of a boil water notice, highlighting the need for infrastructure replacement to improve system reliability and reduce water loss.

The City is seeking $16,000,000.00 in grant funding through the Texas Water Development Board's Water Supply and Infrastructure Grant (WSIG) Program. This is a 100 percent (100%) grant; no local funding is required. The proposed improvements support the City's water loss reduction efforts by replacing deteriorated water distribution infrastructure that has contributed to recurring leaks, maintenance activities, and service disruptions.

A resolution is required to authorize the City's participation in the program and submission of the grant application. The application deadline is July 30, 2026.

Approval of this resolution authorizes the submission of the grant application. No fiscal impact is expected.

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 Authorizing Application to TWDB WSIG Grant for the Bayway Waterline Project
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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE TEXAS WATER DEVELOPMENT BOARD UNDER THE WATER SUPPLY AND INFRASTRUCTURE GRANT (WSIG) PROGRAM FOR THE TRANSITE PIPE WATER LINE REPLACEMENT PROGRAM—BAYWAY PROJECT; AND MATTERS RELATED THERETO

****

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

Section 2: Submission of an Application for Financial Assistance to the Texas Water Development Board ("TWDB"). That an application is approved and authorized to be filed with the TWDB seeking financial assistance in an amount not to exceed SIXTEEN MILLION AND NO/100 DOLLARS ($16,000,000) to provide for the costs of the design, construction, acquisition and equipment for the Bayway Waterline Replacement Project.

Section 3: Further Action. The City Manager, Assistant City Manager, Director of Finance, Assistant City Attorney and their designees are hereby designated as the authorized representative of the City and are authorized to take such actions as may be necessary or convenient in order to facilitate making the application for financial assistance to the TWDB, including but not limited to, 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 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 City Council of the City of Baytown, Texas further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5: Effective Date. This Resolution shall become effective immediately from and after its passage by the City Council of the City of Baytown

[Execution Page Follows]

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this the 9th day of July, 2026

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

[SEAL]

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

TWDB-0201
Rev 2/23

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF HARRIS & CHAMBERS §

APPLICANT CITY OF BAYTOWN, TEXAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jason Reynolds as the Authorized Representative of the City of Baytown, Texas (the "City"), who being by me duly sworn, upon oath says that:

1. The decision by the City (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 City (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 City (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 City (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 City (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 City (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City (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: _____

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 City Council of the City of Baytown, Texas (the "City") 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 CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

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 $16,000,000 to provide for the costs of the design, construction, acquisition and equipment of the Bayway Waterline replacement.

SECTION 2: That the City Manager, Assistant City Manager, Director of Finance, City Attorney, and their designees be and is hereby designated the authorized representative of the City 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 City before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Hilltop Securities Inc.
700 Milam St., Ste 1200, Houston, TX 77002

Engineer: Lindsay Kovar, PE, BGE, Inc.
10777 Westheimer, Ste 400, Houston, TX 77042

Bond Counsel: Bracewell LLP
711 Louisiana St., Ste 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 & CHAMBE §
APPLICANT CITY OF BAYTOWN, TEXAS §

I, the undersigned, Secretary of the City of Baytown, Texas, DO HEREBY CERTIFY as follows:

1. That on the 9th day of July, 20 26, a regular/special meeting of the City Council of the City of Baytown was held; the duly constituted members of the City Council of the City of Baytown being as follows:

Charles Johnson (Mayor), Laura Alvarado, Sarah Graham, Ken Griffith, James Franco, Jacob Powell, & Mike Lester

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 City Council of the City of Baytown 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 City Council 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 City Council by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the City Secretary 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 City Council; the qualified and acting members of the City Council 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 City Council; 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_____, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)