# CITY OF BAYTOWN

**NOTICE OF MEETING**

## CITY COUNCIL REGULAR MEETING
## THURSDAY, AUGUST 27, 2026
## 6:30 P.M.
## COUNCIL CHAMBER, CITY HALL
## 2401 MARKET STREET, BAYTOWN, TEXAS 77520

# AGENDA

## CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

**PLEDGE AND INVOCATION**
Council Member Kenrick Griffith, District No. 3

### 1. CITIZEN COMMENTS

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

### 2. MINUTES

**a.** Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 23, 2026.

### 3. RECOGNITIONS AND CITIZEN COMMUNICATIONS

**a.** Present a proclamation designating the month of September as Deaf Awareness Month.

**b.** Recognize Liam Staner of the Baytown Youth Summer Track Program as the 2026 Texas Amateur Athletic Federation (TAAF) Summer Games Gold Medalist.

**c.** Recognize the Baytown Bulkheads Baseball Team as Inaugural Cowboy Collegiate League Champions.

### 4. MUNICIPAL BUDGET FOR FISCAL YEAR 2026-2027

**a.** Conduct a public hearing concerning the City of Baytown Fiscal Year 2026-2027 Proposed Municipal Budget.

### 5. PUBLIC HEARINGS

**a.** Conduct a public hearing regarding the proposed voluntary annexation of approximately 60 acres at 5359 East Grand Parkway South.

**b.** Conduct a public hearing concerning an amendment to the Baytown 2040 Comprehensive Plan to add text to the Future Land Use Plan (FLUP) and the Future Land Use Map (FLUM).

**c.** Consider an ordinance authorizing a request to amend the notes included on the Future Land Use Map and the text within the location criteria of the Future Land Use Plan's large scale development, light industrial, and heavy industrial language.

d. Conduct the first public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres of land in the City's extraterritorial jurisdiction, generally located east of North Main Street, west of Hadden Road and approximately 2,500 feet north of East Wallisville Road.

e. Conduct the second public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres of land in the City's extraterritorial jurisdiction, generally located east of North Main Street, west of Hadden Road and approximately 2,500 feet north of East Wallisville Road.

f. Consider an ordinance repealing and replacing Ordinance No. 16,514 to call the first reading of the proposed Limited Purpose Annexation of approximately 278.021 acres, located generally east of Garth Road, west of North Main Street and north of East Wallisville Road, and ratifying previous actions taken in regard to the limited purpose annexation.

g. Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 11.00 acres of land located south of East Interstate Highway 10 and east of Sjolander Road, at 8000 East Interstate Highway 10, from the Freeway Commercial (FC) Zoning District to a Light Industrial (LI) Zoning District.

h. Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 11.00 acres of land, located on the south side of Interstate Highway 10 east of Sjolander Road, at 8000 East Interstate Highway 10, from the Freeway Commercial (FC) Zoning District to a Light Industrial (LI) Zoning District.

i. Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 16.474 acres of land, located south of Massey Tompkins Road, east of Crosby Cedar Bayou Road, at 3710 Crosby Cedar Bayou Road, from the Suburban Residential (SR) Zoning District to an Urban Residential (UR) Zoning District.

j. Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 16.474 acres of land, located south of Massey Tompkins Road, east of Crosby Cedar Bayou Road, at 3710 Crosby Cedar Bayou Road, from the Suburban Residential (SR) Zoning District to an Urban Residential (UR) Zoning District.

k. Conduct a public hearing concerning a request to approve a Special Use Permit (SUP) on approximately 31.124 acres located at 10108 Old Needlepoint Road to allow for the development of multifamily apartment dwellings to be designed as standalone rental apartment units within the Freeway Commercial (FC) Zoning District.

l. Consider an ordinance to approve a Special Use Permit (SUP) on an approximately 31.124-acre parcel located at 10108 Old Needlepoint Road, Baytown, Texas 77523, to allow for the development of multifamily apartment dwellings to be designed as standalone rental apartment units within the Freeway Commercial (FC) Zoning District.

## 6. PROPOSED ORDINANCES

a. Consider an ordinance to take action to record a vote on the proposed ad valorem tax rate and set a public hearing date for the City of Baytown, Texas, for the fiscal year ending September 30, 2027.

b. Consider an ordinance for the purchase and installation of a SONA Interactive Play and Dance Arch with turf floor from Kraftsman through the Texas Local Government Purchasing Cooperative (BuyBoard) # 781-25 for Lakewood Park.

## 7. 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 second renewal of the annual contract for Mosquito Control Chemicals with Adapco, LLC., Clarke Mosquito Control Products, Inc., and Rentokil North America Inc., DBA Target Specialty Products.

b. Consider a resolution approving the Assignment of a Tax Abatement Agreement for Certain Taxable Property located in the Port 10 Logistics Reinvestment Zone (Building 3), from Port 10 Intermodal, LLC to Skyrem, LLC.

c. Consider an ordinance authorizing payment to Gary and Kathy Vanderbeek pursuant to the Agreed Final Judgment in the matter styled Gary Vanderbeek and Kathy Vanderbeek v. City of Baytown; No. 1255667; In County Civil Court at Law No. 4 of Harris County, Texas, related to claims of property damage associated with the Sjolander/Crosby Cedar Bayou 2 & 3 Utility Project.

d. Consider a resolution authorizing the City of Baytown to pursue the Bird City Texas designation from Texas Parks and Wildlife Department.

e. Consider an ordinance authorizing payment for the annual radio airtime lease with Harris County Radio Services.

f. Consider an ordinance authorizing a three-year service agreement with Frontier Communications, a Verizon company, to provide internet connectivity for City Facilities through the TIPS cooperative contract TIPS-220105.

g. Consider an ordinance amending Chapter 98, Utilities, of the Code of Ordinances to establish a leak adjustment policy.

h. Consider an ordinance for the second renewal of the Annual Roll-Off Container Services Contract with Frontier Waste K2, LLC.

i. Consider an ordinance awarding the Turf and Pest Chemicals Contract to Simplot AB Retail Inc. through BuyBoard Contract #805-26.

j. Consider an ordinance authorizing the second renewal of the Annual Janitorial Supplies Contract with Imperial & Bag Paper LLC, using the cooperative purchasing group, TIPS-USA.

k. Consider an ordinance authorizing the sole source purchase of Neptune water meters, parts, and supplies for meter maintenance from Core & Main LP.

l. Consider a resolution designating and authorizing the signatories to execute contracts and financial documents for the Texas General Land Office Local Hazard Mitigation Plans Program (LHMPP) grant program.

m. Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).

n. Consider an ordinance to reject bids for RFQ 26-0723 Consulting and Technical Services for Home Elevations Project, which were received on July 23, 2026, at 2pm.

o. Consider an ordinance authorizing an interlocal cooperation contract with the Texas Department of Public Safety web-based site in order to allow the Municipal Court of Record in the City of Baytown, Texas to electronically report convictions.

p. Consider an ordinance authorizing Change Order No. 2 for the Garth Road Reconstruction Project – Phase A & B with Harper Brothers Construction, LLC.

q. Consider an ordinance ratifying payment to United Rentals (North America), Inc., through the Purchasing Cooperative Contract with Choice Partners for emergency pump rental services at the Baytown Area Water Authority Fritz Lanham Water Treatment Plant.

r. Consider an ordinance ratifying payment to Vector Controls, LLC, for the emergency purchase and installation of Above-Ground Air Header Coupling Replacements for the Central District Wastewater Treatment Plant using the TIPS Cooperative Purchasing Program.

s. Consider an ordinance authorizing a Water Supply Agreement between the City of Baytown and Tarina Properties, LLC.

t. Consider an ordinance authorizing the purchase of furniture for the West District Wastewater Treatment Plant Operations Building Project from Educator's Depot Inc.

u. Consider an ordinance awarding a construction contract to Carter Construction, LLC., for the Community Development Block Grant - Disaster Recovery Reallocation Program funded Market Street Revitalization Project.

v. Consider an ordinance authorizing Alliant Insurance Services, Inc. to provide insurance brokerage services for Fiscal Year 2026-2027 by authorizing year three of a three-year agreement.

## 8. APPOINTMENTS

a. Consider a resolution authorizing two (2) appointments to the Baytown Area Water Authority.

b. Consider a resolution authorizing one (1) appointment to the 2025 Bond Oversight Committee.

c. Consider a resolution authorizing two (2) appointments to the Parks and Recreation Advisory Board.

d. Consider a resolution authorizing four (4) appointments to the Baytown Crime Control and Prevention District.

e. Consider a resolution authorizing four (4) appointments to the Fire Control, Prevention & Emergency Medical Services District.

f. Consider a resolution authorizing four (4) appointments to the Tax Increment Reinvestment Zone (TIRZ) Number One and Baytown Redevelopment Authority (BRA).

## 9. 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.

## 10. COUNCIL MEMBER DISTRICT REPORT

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

## 11. EXECUTIVE SESSION

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

b. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code

to seek the advice of the City's Attorney(s).

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

## 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/Brant Gary, Assistant City Manager**

**Posted by:**

**/S/Angela Jackson, City Clerk**
**(SEAL)**

**Posted this 21st day of August 2026, at 12:00 P.M.**

CITY COUNCIL MEETING 2. a.

**Meeting Date:** 08/27/2026
**Subject:** Minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 23, 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 Municipal Development District and City Council Joint Meeting held on July 23, 2026.

### PREFACE

Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 23, 2026.

## Attachments

Exhibit A
Exhibit B

DRAFT

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

July 23, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, July 23, 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 |
| James Franco | Council Member |
| Jacob Powell | Council Member |
| | |
| Charles Johnson | Mayor |
| | |
| Jason Reynolds | City Manager |
| Scott Lemond | City Attorney |
| Angela Jackson | City Clerk |
| John Stringer | Sergeant at Arms |

Mayor Charles Johnson convened the July 23, 2026 City Council Work Session with a quorum present at 5:04 P.M. All members were present with the exception of Council Member Mike Lester 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 Carol Flynt introduced the team for the EMBEC development.

Gary Kraus with ParkHill and Graham Associates provided updates of the EMBEC timeline and requested feedback from the Council. (Exhibit A)

Kevin Armstrong with BRS provided community input and schematics. (Exhibit B)

Mayor and Council Members provided their suggestions and requested clarification regarding features listed below.

- Lockers in the facility
- Acoustics of the building
- Lighting of facility
- Divider curtains
- Stage Dimensions
- Contractor Bids
- Audio Visual

**b. Receive the quarterly report for the performance dashboard.**

Assistant to the City Manager Sabrina Martin presented the performance dashboard. (Exhibit C)

**3. ADJOURN**

With there being no further business to discuss, Mayor Charles Johnson adjourned the July 23, 2026, City Council Work Session at 6:07 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

July 23, 2026

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

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

Mayor / President Charles Johnson convened the July 23, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:35 P.M. All members were present with the exception of Council Member / Director Mike Lester.

The Pledge of Allegiance, Texas Pledge and Invocation were led by Mayor Pro Tem / Vice President Laura Alvarado.

## 1. CITIZEN COMMENTS

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

Steve White, 2439 Bay Hill Dr., expressed concern for short term rentals discussed at the July 9, 2026 City Council Joint MDD meeting and addressing other options listed on slides.

June Stansky, 4601 Driftwood Dr., shared her recommendations for another location to build the Exxon Mobil Event Center and the amenities surrounding that area.

David Isaac, 1009 N. Pruett St., expressed appreciation to all the citizens sharing their comments and the importance of interacting with the current development process of the Exxon Mobil Event Center.

## 2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

**a. Consider approving the minutes of the City Council and Municipal Development District Regular Joint Meeting held on June 25, 2026.**

A motion was made by Vice President Laura Alvarado and seconded by Director Kenrick Griffith to approve the minutes of June 25, 2026. The vote was as follows:

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

Nays: None

Other: Director Mike Lester (Absent)

Approved

**b. Consider a resolution adopting the Baytown Municipal Development District Fiscal Year 2026-2027 Budget.**

Director of Finance Teresa McKenzie, presented the MDD 26-27 fiscal year budget. (Exhibit A)

A motion was made by Vice President Laura Alvarado and seconded by Director Kenrick Griffith to approve Resolution No. 510. The vote was as follows:

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

Nays: None

Other: Director Mike Lester (Absent)

Approved

RESOLUTION NO. 510

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR, BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**3. CITY COUNCIL ITEMS – MINUTES**

**a. Consider approving the minutes of the City Council Work Session and the Joint City Council and Municipal Development District Meeting held on June 25, 2026.**

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Jacob Powell to approve the minutes of June 25, 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 James Franco, and Council Member Jacob Powell

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

## 4. PRESENTATIONS

**a. Baytown's 20th Annual Grito Fest is scheduled for Saturday, October 3, 2026, at Bicentennial Park.**

Director of Parks, Recreation and Tourism Clifford Hatch, presented Grito Fest organizers Jacob Schaffer and Augustin Loredo.

Mr. Loredo provided the origination of the event and appreciation to the City of Baytown and residents for all the support.

Mr. Schaffer expressed his appreciation to all of Baytown for the unity and the performers listed below.

- Ballet Folklorico
- Grupo Rebeleon
- Ballet Folklorico Herencia
- La Gran Herencia
- De Parranda

## 5. MUNICIPAL BUDGET FOR FISCAL YEAR 2026-2027

**a. Receive the City Manager's Proposed Municipal Budget and budget message for Fiscal Year 2026-2027.**

Director of Finance Teresa McKenzie presented the proposed municipal budget for 26-27. (Exhibit B)

Council Member James Franco, expressed appreciation to City staff for keeping an eye on what is in the best interest of the residents.
Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr., requested potentially listing line items for the budget for clarification of fund distributions.

Mrs. McKenzie provided clarification, for purposes of limited space, items were not shown, but informed the Council there are specific line items listed in the budget.

City Manager Jason Reynolds announced staff will post the full detailed budget online to ensure transparency.

Mayor Charles Johnson acknowledged the report was received.

**b. Consider an ordinance setting the date, time and place for a public hearing regarding the Proposed Municipal Budget for Fiscal Year 2026-2027.**

Council Members expressed their recommendations regarding the process for finalizing the fiscal year budget for 26-27.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,525. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

ORDINANCE NO. 16,525

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2026-2027 MUNICIPAL BUDGET; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**c. Consider a resolution setting the dates for the budget work sessions to discuss the Proposed Municipal Budget for Fiscal Year 2026-2027.**

A motion was made by Council Member Kenrick Griffith, and seconded by Mayor Charles Johnson to request the meeting start at 5 P.M. The vote was as follows

Ayes: Mayor Charles Johnson and Council Member Kenrick Griffith

Nays: Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member James Franco, and Council Member Jacob Powell

Other: Council Member Mike Lester (Absent)

Failed

A motion was made by Council Member Jacob Powell and seconded by Mayor Pro Tem Laura Alvarado to start the meeting at 4 P.M., on August 13, 2026 and August 27, 2026 if needed. The vote was as follows:

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

Nays: Mayor Charles Johnson and Council Member Kenrick Griffith

Other: Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 3111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CALLING TWO (2) COUNCIL MEETINGS TO BE HELD ON AUGUST 13, 2026, AT 4:00 P.M., AND AUGUST 27, 2026, AT 4:00 P.M., IN THE COUNCIL CHAMBER OF CITY HALL OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**6. SPECIAL DISTRICTS BUDGETS FOR FISCAL YEAR 2026-2027.**

**a. Conduct a public hearing concerning the Baytown Crime Control and Prevention District's Fiscal Year 2026-2027 Proposed Budget.**

At 7:17 P.M., Mayor Charles Johnson opened the public hearing regarding the Baytown Crime Control and Prevention District's budget.

Director of Finance Teresa McKenzie summarized the subject matter of the hearing for Item 6.a., regarding the 26-27 budget. (Exhibit C)

City Manager Jason Reynolds shared his appreciation for the Crime Control and Prevention District Chairperson Nicholas Rice for his dedication.

At 7:18 P.M., Mayor Charles Johnson closed the public hearing regarding the Baytown Crime Control and Prevention District's budget.

**b. Conduct a public hearing concerning the Baytown Fire Control, Prevention and Emergency Medical Services District Fiscal Year 2026-2027 Proposed Budget.**

At 7:19 P.M., Mayor Charles Johnson opened the public hearing regarding the Baytown Fire Control, Prevention and Emergency Medical Services District budget.

Director of Finance Teresa McKenzie summarized the subject matter of the hearing for Item 6.b., regarding the 26-27 budget. (Exhibit D)

City Manager Jason Reynolds shared his appreciation for the Fire Control, Prevention and Emergency Medical Services District member Jamari Gilbert for his support.

At 7:20 P.M., Mayor Charles Johnson closed the public hearing regarding the Baytown Fire Control, Prevention and Emergency Medical Services District budget.

## 7. PROPOSED RESOLUTIONS

**a. Consider a resolution authorizing a petition for the proposed voluntary annexation of approximately 60 acres of land, located at 5359 East Grand Parkway South, Chambers County.**

Director of Planning and Development Services Martin Scribner provided the 2026-2027 presentation for the proposed voluntary annexation of approximately 60 acres of land. (Exhibit E)

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Resolution No. 3112. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 3112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF THE BAYTOWN AREA WATER AUTHORITY FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 60 ACRES LOCATED AT 5359 EAST GRAND PARKWAY SOUTH, LEGALLY DESCRIBED AS

TRACT 17-2-12 JOHN STEELE SURVEY, ABSTRACT NO. 227 AND TRACT 1-1B-3 THOMAS SHEPHERD ABSTRACT NO. 229, CHAMBERS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

## 8. REPORTS

**a. Receive the 2026 Certified Ad Valorem Anticipated Collection Rate and the Certified Excess Debt Collections from the City of Baytown Tax Assessor/Collector.**

Director of Finance Teresa McKenzie provided the 2026 certified ad valorem.

## 9. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Items 9.a., thru Items 9.p., with the exception of Item 9.c. to pull and Item 9.e to push. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

**a. Consider a resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Department Local Parks Non-Urban Outdoor Recreation Grant Program for improvements to Goose Creek Park, located at 3 Price Street, Baytown, Texas 77520, and adjacent properties identified as TRS 10B & 6D ABST 840 H. Whiting (7.66 acres) and TR 10B-3 ABST 840 H. Whiting (1.00 acre).**

RESOLUTION NO. 3113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT LOCAL PARKS NON-URBAN OUTDOOR RECREATION GRANT PROGRAM FOR IMPROVEMENTS TO GOOSE CREEK PARK AND ADJACENT PROPERTIES; 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.

**b. Consider an ordinance authorizing a three-year service and equipment agreement with ENCO Systems Inc. for technical support services and the purchase and installation of audio-visual equipment related to the Brunson studio and Baytown's Channel 16 operations.**

ORDINANCE NO. 16,526

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT OF FIFTY-FOUR THOUSAND SEVEN HUNDRED SEVENTEEN AND 00/100 DOLLARS ($54,717.00) TO ENCO SYSTEMS, INC. FOR THE SOLE-SOURCE PURCHASE OF A THREE-YEAR SERVICE AND EQUIPMENT AGREEMENT RELATED TO THE PURCHASE AND INSTALLATION OF AUDIO-VISUAL EQUIPMENT FOR THE BRUNSON STUDIO AND BAYTOWN'S CHANEL 16 OPERATIONS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**c. Consider an ordinance to amend § 70-6 for the purpose of clarifying that the discharging of a firearm, firecracker, rocket, torpedo, firework, airgun, BB gun, or slingshot, on or over a city park is prohibited.**

City Attorney Scott Lemond, provided legal clarification amending section 70-6.

Council Member Kenrick Griffith expressed appreciation to City staff and Joesph Fallin for his dedication on the Parks Board.

Mayor Charles Johnson announced a citizen signed up to speak.

Joseph Fallin, 170 N. Burnett Dr., provided details regarding laws for carrying of a handgun and expressed appreciation to City staff and Council Members that provided assistance with this process.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Ordinance No. 16,538. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

ORDINANCE NO. 16,538

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 70 "PARKS AND RECREATION," SECTION 70-6 "FIREARMS OR FIREWORKS" TO PROVIDE CERTAIN EXEMPTIONS FOR CITY AUTHORIZED FIREWORKS DISPLAYS; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**d. Consider a resolution authorizing the City Manager to submit an application to the Department of Housing and Urban Development (HUD) for the 2026-2027 Community Development Block Grant (CDBG) funds.**

RESOLUTION NO. 3114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE AN APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF NINE-HUNDRED, EIGHTY-SEVEN THOUSAND, FOUR-HUNDRED, EIGHTY-SIX AND NO/100 ($987,486.00); AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**e. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Pure Salt Baytown, LLC.**

Mayor Charles Johnson announced this item was pushed to a further meeting.

**f. Consider an ordinance authorizing the first renewal of Annual Portable Toilet Rental and Service to Smooth Move Services, LLC.**

ORDINANCE NO. 16,527

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL PORTABLE TOILET RENTAL AND SERVICE CONTRACT WITH SMOOTH MOVE SERVICES, LLC, AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED EIGHTY-EIGHT

AND 61/100 DOLLARS ($130,488.61); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**g. Consider an ordinance repealing and replacing the previous Ordinance No. 16,460 authorizing the submission of official request documentation to the Texas General Land Office in accordance with Paragraph 8.16 of Contract 22-085-012-D240 for the purpose of amending the Contract to authorize the allocation of unencumbered funds from bonds and other funds to contribute additional local match for the East District Wastewater Treatment Plant (Project WWTP-2101) project.**

ORDINANCE NO. 16,528

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REPEALING AND REPLACING ORDINANCE NO. 16,460; AUTHORIZING THE SUBMISSION OF OFFICIAL REQUEST DOCUMENTATION TO THE TEXAS GENERAL LAND OFFICE (GLO) IN ACCORDANCE WITH PARAGRAPH 8.16 OF GLO CONTRACT NO. #22-085-012-D240 COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM INFRASTRUCTURE PROJECTS NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING FOR THE EAST DISTRICT WASTEWATER TREATMENT PLANT (PROJECT WWTP-2101) PROJECT TO INCLUDE ADDITIONAL LOCAL MATCH IN THE AMOUNT OF ELEVEN-MILLION, FOUR-HUNDRED-FORTY-FIVE THOUSAND, ONE-HUNDRED, EIGHTY-FOUR AND 86/100 (11,445,184.86); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**h. Consider an ordinance authorizing payment to Goose Creek Consolidated Independent School District for ad valorem tax assessment and collection services.**

ORDINANCE NO. 16,529

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT FOR AD VALOREM TAX ASSESSMENT AND COLLECTION SERVICES FOR FY 2025-2026 TO GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND, SEVEN-HUNDRED, TWENTY-ONE DOLLARS AND 60/100 ($77,721.60); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**i. Consider an ordinance awarding the Annual Repair Clamps contract to Ferguson Waterworks.**

ORDINANCE NO. 16,530

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING THE ANNUAL REPAIR CLAMPS CONTRACT TO FERGUSON WATERWORKS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED, TWENTY THOUSAND DOLLARS ($120,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**j. Consider an ordinance authorizing the award of the Annual Removal and Sludge Haul Services Contract with GFL of Texas, LP.**

ORDINANCE NO. 16,531

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF GFL OF TEXAS, LP., FOR THE ANNUAL REMOVAL AND SLUDGE HAUL SERVICES CONTRACT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CONTRACT WITH GFL OF TEXAS, LP., FOR THE ANNUAL REMOVAL AND SLUDGE HAUL SERVICES CONTRACT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF FIVE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS ($575,120.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**k. Consider an ordinance authorizing the annual renewal of the Huntress managed security platform and related services through CDW-G, utilizing the Sourcewell Cooperative Purchasing Program.**

ORDINANCE NO. 16,532

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ANNUAL RENEWAL OF THE HUNTRESS MANAGED SECURITY PLATFORM AND RELATED SERVICES CONTRACT WITH CDW GOVERNMENT, LLC. THROUGH THE PURCHASING COOPERATIVE SOURCEWELL, CONTRACT #121923 - CDW; AUTHORIZING THE PAYMENT OF SEVENTY-SEVEN THOUSAND ONE HUNDRED FORTY-THREE AND 00/100 DOLLARS ($77,143.00) TO CDW GOVERNMENT, LLC.; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**l. Consider an ordinance authorizing a Utility Easement for a water line from Ten Garth, LTD.**

ORDINANCE NO. 16,533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A UTILITY EASEMENT AGREEMENT FROM TEN GARTH, LTD AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**m. Consider an ordinance authorizing a Utility Easement for a water line with The William J. Rapson, Jr., Limited Partnership.**

ORDINANCE NO. 16,534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A UTILITY EASEMENT AGREEMENT FROM WILLIAM J. RAPSON, JR., LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**n. Consider an ordinance authorizing a Water Metering Device and Access Easement from The William J. Rapson, Jr., Limited Partnership.**

ORDINANCE NO. 16,535

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A WATER METERING DEVICE AND ACCESS EASEMENT AGREEMENT FROM WILLIAM J. RAPSON, JR., LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**o. Consider an ordinance authorizing the purchase of Sidewalk Repair services from Buyboard Cooperative Purchasing Program contractor Precision Concrete Cutting, Inc.**

ORDINANCE NO. 16,536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF SERVICES FOR SIDEWALK REPAIR FROM PRECISION CONCRETE CUTTING, INC. THROUGH THE PURCHASING

COOPERATIVE BUYBOARD PROGRAM, CONTRACT #756-24 FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT, AND AUTHORIZING PAYMENT NOT TO EXCEED THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**p. Consider an ordinance approving the Baytown Area Water Authority (BAWA) Annual Mechanical Services Contract with Marine Services LLC dba Northstar Industries.**

ORDINANCE NO. 16,537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE RENEWAL OF THE ANNUAL MECHANICAL SERVICES CONTRACT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND MARINE SERVICES, LLC D/B/A NORTHSTAR INDUSTRIES, FOR MAINTENANCE AND REPAIRS AT WATER TREATMENT FACILITIES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

## 10. APPOINTMENTS

**a. Consider the confirmation of the City Manager's appointment of the Director of Health.**

The Mayor and Council Members expressed appreciation welcomed Shawn Cohcran as the new Health Director.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Resolution No. 3115. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 3115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CONFIRMING THE CITY MANAGER’S APPOINTMENT OF SHAWN COCHRAN AS THE DIRECTOR OF

HEALTH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**b. Consider a resolution authorizing one (1) appointment to the Baytown Area Water Authority.**

Council Member Kenrick Griffith nominated Lesia Robinson for the Baytown Area Water Authority.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Jacob Powell to approve Resolution No. 3116. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 3116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING LESIA ROBINSON TO THE BAYTOWN AREA WATER AUTHORITY; AND FOR THE EFFECTIVE DATE THEROF.

**c. Consider a resolution authorizing seven (7) appointments to the 2025 Bond Oversight Committee.**

Mayor Charles Johnson announced that Council Members will provide their nominee in order.

| Nominee | District | Committee |
|---|---|---|
| Crispina Powell | Mayor | Bond Oversight |
| Barbara Hinojosa | D1 | Bond Oversight |
| Marga Matthews | D2 | Bond Oversight |
| Vacant | D3 | Bond Oversight |
| Sergio Mendoza | D4 | Bond Oversight |
| John Roper | D5 | Bond Oversight |
| Keith Coburn | D6 | Bond Oversight |

Council Member Kenrick Griffith announced he will bring back his nominee at a later meeting.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3117. The vote was as follows:

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

Nays: None

Other: Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 3117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING BARBARA HINOJOSA, MARGA MATTHEWS, SERGIO MENDOZA, JOHN ROPER, CRISPINA POWELL, AND KEITH COBURN TO THE 2025 BOND OVERSIGHT COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**d. Consider a resolution nominating a representative to serve on the Board of Directors of the Chambers County Appraisal District.**

City Attorney Scott Lemond informed City Council a member of the Board of Directors of Chambers County Appraisal District has resigned and the City of Baytown may now submit a nominee.

The Mayor and Council Members requested to take no action and bring back at a future meeting to allow time to select a nominee.

## 11. MANAGER'S REPORT

- Fire Department
  - I'd like to begin by recognizing Division Chief James Miller for completing his Bachelor's Degree in Fire and Emergency Services Administration from Texas A&M University in San Antonio. Congratulations Chief Miller and keep up the great work!
- Economic Development and Planning & Development Services
  - Hosted a Development Process Workshop at Lee College in partnership with the Small Business Administration. Staff presented an overview of departmental roles, demonstrated how to use the online Geographic Information System, explained how to navigate the code, and walked attendees through the permitting process, with additional support from subject matter experts in Public Works and Engineering, Fire, and Health. The workshop drew a strong turnout of roughly

25–30 attendees. A big thank you to everyone who contributed to making this workshop a success.

- Planning & Development Services
    - Community Development has completed the application period for the New Year in New Shoes Program, approving 122 families representing 287 qualifying students who will use their $50 shoe credit during designated shopping days at Famous Footwear. They are also preparing for the City's annual Back-to-School Fair on August 8 at the Baytown Community Center, where GCCISD students will receive a new backpack filled with school supplies. The fair is fully funded through sponsorships and will offer additional on-site resources such as Child IDs, free health screenings, laptop giveaways, and other community services. Thank you to everyone involved for all of your hard work!
- Parks, Recreation and Tourism Services
    - The City of Baytown's Youth Summer Track Program recently competed in the Texas Amateur Athletic Federation (TAAF) Track & Field Meet, which brings together qualifying athletes from communities across Texas. This summer, 20 Baytown athletes qualified for the TAAF Regional Track & Field Meet. From that group, 10 athletes advanced to the TAAF State Track & Field Meet, which will be held July 30 through August 2 at Merrill Green Stadium in Bryan, Texas. There, they will represent Baytown against the top youth track and field athletes from across the state. Qualifying 10 athletes for the state championship is a great accomplishment for the program and ensures Baytown will be well represented at one of Texas' premier youth track and field competitions.
- Police Department
    - The Crime Prevention Unit, along with Precinct 2 Deputies, legally evicted and trespassed all residents from an apartment that was not only harboring an aggressive robbery offender but also generating a high number of criminal-activity calls within a single month; if you have a problem apartment in your zone, we can activate their Criminal Activity Lease Addendum to help expedite tenant removal.
    - A group of young ladies were recently out selling lemonade to earn money for Pirates Bay tickets, and officers took the time to stop by, support their efforts, and even share the information with their teams to help spread the word. It's a great example of how their department continues to build relationships and show up for our community.
    - I also want to give a shout out to our own Chief John Stringer. He participates in a committee with the International Association of Chiefs of Police, and he contributed significantly on a white paper focused on Community Policing. This white paper reflects his experiences here in Baytown, and goes beyond just Baytown or even Texas. Representatives from around the nation and across the globe are learning about Baytown. Thank you for sharing your expertise and sharing the great work our Police Department is doing.

Mr. Reynolds provided an update on the development of the San Jacinto Market Place.

## 12. COUNCIL MEMBER DISTRICT REPORT

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

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

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

- Planning & Development Services
  - City of Baytown Fire Station 2 – Replacement Project (2505 Market St)
  - Bay Area Homeless Services – New Building (3404 Wisconsin St)
  - St. Joseph Catholic Church – Building Remodel/Restoration (1907 Carolina St)
  - Baytown Primary Medical Tower – Remodel of Public Serving Areas (2808 Garth Rd)
  - Rollingbrook Center – Shell Building Permit (1901 Rollingbrook Dr – Bldg. A)
  - Mt. Calvary Missionary Baptist Church – New Worship Space (501 S. Atlantic Dr)
  - City of Baytown Traffic Control Building – Shell Building Permit and Remodel (2123 Market St)
- Public Works and Engineering
  - Utility crews are currently working on replacing the water line along W. Texas Ave from Goose Creek Trail to Market St., along with lateral connections on W. Sterling Ave and Price St. There is also a short replacement segment planned along W. Defee St. from Decker to Freemon St.
- Parks, Recreation, and Tourism
  - Community Center continues to expand programming opportunities, with the following new programs launching:
    - Learn to sew with Leslie is a new four-week, hands-on beginner sewing course where participants will learn sewing machine operation, basic techniques, pattern reading, and will complete several projects. The class begins September 8 and will meet Tuesdays from 6 PM – 8 PM.
    - The Community Center is also launching a Community Jazz Ensemble, a free program offered to residents of all ages who want to continue developing their musical talents. While anyone is welcome, the ensemble is especially intended to support students at schools without band or orchestra programs. Inspired by two local students seeking more opportunities for young musicians, rehearsals will be held Tuesday evenings from 6 PM – 8 PM, beginning September 15.

A special thank you to the City Clerk's Office for hosting the Boards and Commissions Event and everything that was provided.

A shout out to Mike Lester for the 1776 musical, held at the Lee Arts and Performing Center.

A thank you to the Communities and Schools assisting with the City of Baytown Back to School Event.

A constituent called to thank City Manager Jason Reynolds for the continued transparency of the budget.

The Fire Department will be holding a training program for Emergency Training at no cost to those that are interested.

Mayor Charles Johnson expressed appreciation to Council Member Jacob Powell for his years of commitment and dedication to serving the City of Baytown.

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

## 13. EXECUTIVE SESSION

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

At 8:07 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Texas Government Code Section 551.077 to seek advice of the City Attorney.

At 9:03 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.

## 14. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the July 23, 2026, Municipal Development District and City Council Regular Joint Meeting at 9:04 P.M.

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

CITY COUNCIL MEETING 3. a.

**Meeting Date:** 08/27/2026
**Subject:** Present a proclamation designating the month of September as Deaf Awareness Month.
**Prepared by:** Valerie Torres, Administration
**Department:** Administration

## Information

**ITEM**
Present a proclamation designating the month of September as Deaf Awareness Month.

**PREFACE**

## Fiscal Impact

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

CITY COUNCIL MEETING 3. b.

**Meeting Date:** 08/27/2026
**Subject:** Recognize Liam Staner of the Baytown Youth Summer Track Program as 2026 TAAF Summer Games Gold Medalist
**Prepared for:** Tracey Prothro, Parks and Recreation
**Prepared by:** Tracey Prothro, Parks and Recreation
**Department:** Parks and Recreation

## Information

### ITEM

Recognize Liam Staner of the Baytown Youth Summer Track Program as the 2026 Texas Amateur Athletic Federation (TAAF) Summer Games Gold Medalist.

### PREFACE

The City of Baytown is proud to recognize Baytown Youth Summer Track Program participant Liam Staner for his outstanding achievement at the 2026 Texas Amateur Athletic Federation (TAAF) Summer Games. Liam earned the gold medal in the Boys 16-and-Under High Jump, clearing a height of 6 feet to become the 2026 TAAF Summer Games state champion in his division.

Liam is accompanied by Earlsworth Baptiste, Head Coach of the Baytown Youth Summer Track Program, who has helped support and develop Baytown's young athletes through the City's track program.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:** N
**Amount Needed:** 0
**Fiscal Impact (Additional Information):**
No fiscal impact

CITY COUNCIL MEETING 3. c.

**Meeting Date:** 08/27/2026
**Subject:** Recognition of Baytown Bulkheads - Inaugural Cowboy Collegiate Baseball League Champions
**Prepared for:** Tracey Prothro, Parks and Recreation
**Prepared by:** Tracey Prothro, Parks and Recreation
**Department:** Parks and Recreation

## Information

### ITEM
Recognize the Baytown Bulkheads Baseball Team as Inaugural Cowboy Collegiate League Champions.

### PREFACE
The City of Baytown is proud to recognize the Baytown Bulkheads for an historic inaugural season that culminated in the team being crowned the first-ever Cowboy Collegiate League Champions. Playing their home games at Jenkins Park, the Bulkheads, under the leadership of General Manager Melina Bellomo, finished the regular season with an 18–15 record and captured the Southern Division Championship.

The Bulkheads carried that momentum into the postseason, defeating the Tyler Knockouts , winners of the North Division, by a score of 20-2 in the League Championship Series to claim the inaugural league title on their home field at Jenkins Park.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:** N
**Amount Needed:** 0
**Fiscal Impact (Additional Information):**
No fiscal impact

CITY COUNCIL MEETING 4. a.

**Meeting Date:** 08/27/2026

**Subject:** Conduct a public hearing considering the City of Baytown Fiscal Year 2026-27 Proposed Municipal Budget

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

**Department:** Finance

## Information

### ITEM

Conduct a public hearing concerning the City of Baytown Fiscal Year 2026-2027 Proposed Municipal Budget.

### PREFACE

The Texas Local Government Code, Section 102.006, requires that the City Council hold a public hearing on the proposed municipal budget that allows any person to attend and participate in the public hearing. The public hearing must be held after the 15th day after the date that the proposed budget is filed with the City Clerk, but before the City Council makes its tax levy. Also, notice of the time and date of the public hearing must be published in a newspaper of general circulation within the City no later than the 10th day prior to the hearing.

## 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 Budget Highlights
Tax Impact Statement

# CITY OF BAYTOWN

## FY2026 - 27 BUDGET HIGHLIGHTS

**Positions**
1003 Full-Time Equivalents
7.5+ Positions Added

**Proposed Tax Rate**
$.69803

**General Fund Revenue**
$149.4M

**General Fund Operating Expenses**
$144.9M

**Water & Sewer Rate Increase**
7.9% Combined Rate

**Supplementals**
$13.3M (All Funds)

**Operational Change**
General Fund Overhead
Multi-departmental Costs
Added

**FY2027 Capital Improvement Projects CIP**
$111.3M

BAYTOWN

# FY2026-2027 General Fund Proposed Budget

| | | |
|---|---|---|
| **Estimated Beginning Fund Balance** | | **$ 41,056,181** |
| **Plus:** | | |
| **Total Proposed Revenues** | | **$ 149,366,499** |
| **Less:** | | |
| **Operating Expenses** (Includes 1 position) | | 144,916,252 |
| **Contingency & Capital Outlay** | | 1,024,000 |
| **Transfers Out** | | 8,064,749 |
| Capital Replacement | 4,259,749 | |
| Fleet & Warehouse Funds | 2,575,000 | |
| Medical Benefits Fund | 1,000,000 | |
| Aquatics & Wetlands | 230,000 | |
| **Total Proposed Expenditures** | | **$ 154,005,001** |
| **Ending Fund Balance** (92 days of operating) | | **$ 36,417,679** |

CITY OF BAYTOWN, TEXAS
AUGUST 27, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

*Taxpayer Impact Statement*

This addendum is provided pursuant to Section 551.043(c)(2) of the Texas Government Code, the City of Baytown provides the following comparison for the median-valued homestead property. This statement shows the estimated annual property tax bill for a median-valued homestead in the City of Baytown, comparing the current tax rate, the no-new revenue tax rate, and the proposed tax rate options.

| | Fiscal Year 2026 Adopted Budget | Fiscal Year 2027 Proposed Budget Tax Rate | Fiscal Year 2027 Budget at No-New Revenue |
|---|---|---|---|
| Tax Rate per $100 Valuation | $0.69803 | $0.69803 | $0.68517 |
| Median-Valued Homestead | 203,551 | 209,836 | 209,836 |
| Estimate of Property Tax Bill | $1,420.85 | $1,464.72 | $1,437.73 |
| Change from Prior Year | | +$43.87 | +$16.88 |

CITY COUNCIL MEETING 5. a.

**Meeting Date:** 08/27/2026
**Subject:** Public Hearing for a Voluntary Annexation of approximately 60 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 60 acres at 5359 East Grand Parkway South.

### PREFACE

This public hearing is regarding the petition by the Baytown Area Water Authority (BAWA) for the annexation of approximately 60 acres at 5359 East Grand Parkway South, legally described as Tract 17-2-12, Abstract No. 227 John Steele Survey and Tract 1-1B-3 Abstract No. 229, Thomas Shepherd, Chambers County, Texas.

On July 23, 2026, City Council approved a resolution granting the petition and directing staff to create a service plan for the area. Annexation is requested to bring a City asset into the City limits and provide services for a surface water treatment facility.

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
Metes and Bounds Description

# City of Baytown
# Annexation Petition

July 8, 2026

State of Texas

County of Chambers

Come now, Brenda Bradley Smith, President of the Baytown Area Water Authority, representing the Baytown Area Water Authority, owner(s) of the real property described as follows to-wit:

**Property:** Approximately 60 acres, located at 5359 East Grand Parkway South, Chambers County, Texas (Chambers County Parcel Numbers 54556 and 54557)

**Property Legal Description:** Tract 1-1B-3 Abstract No. 229 T Shepherd and Tract 17-2-12 Abstract No. 227, J Steele, Chambers County, Texas (Metes and Bounds attached)

**Proposed Development:** Six million gallon per day water surface treatment plant, Baytown Area Water Authority East

I, Brenda Bradley Smith, President of the Baytown Area Water Authority**,** representing the Baytown Area Water Authority, owner(s) of the real property described above request annexation of the property by the City of Baytown.

SIGNED this the day of 20 .

**Applicant Signature**

Brenda Bradley Smith, President
Baytown Area Water Authority
**Name & Title**

P.O. Box 424
Baytown, Texas 77520
**Address**

281-420-6504
**Telephone Number**

Board.bawa1@baytown.org
**Email Address**

**Owner Signature**

Brenda Bradley Smith, President
Baytown Area Water Authority
**Name & Title**

P.O. Box 424
Baytown, Texas 77522
**Address**

281-420-6504
**Telephone Number**

Board.bawa1@baytown.org
**Email Address**

Acknowledgement

State of Texas §

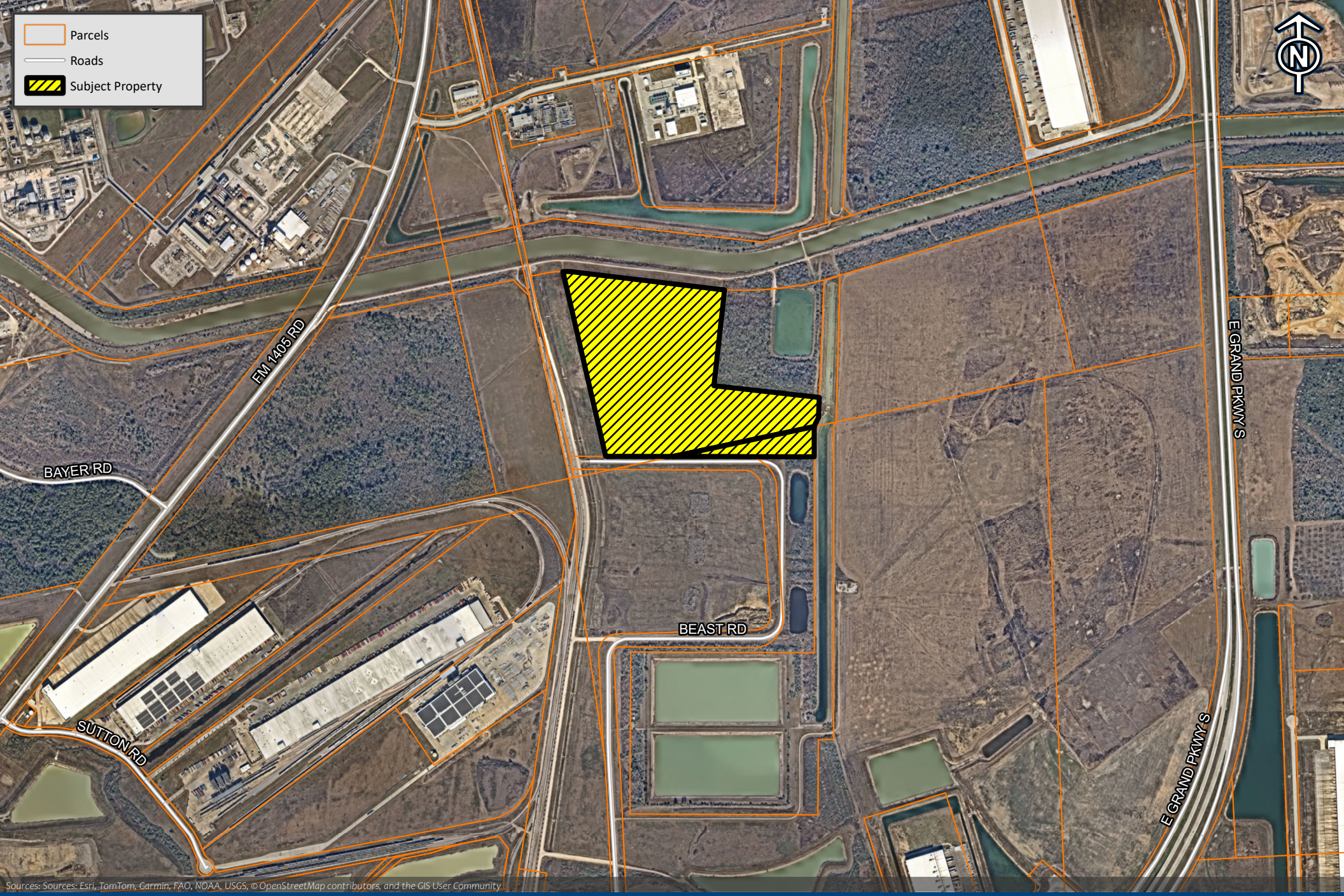
County of Harris / Chambers §

Before me, the undersigned authority, on this day personally appeared known to me to be the person(s) whose name(s) is/are 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 day of 20 .

Notary Public for the State of

(seal)

AFTER RECORDING, RETURN TO:
**City of Baytown**
**Attn: Planning Department**
**P. O. Box 424**
**Baytown, TX 77522-0424**




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

# Annexation

## 5359 East Grand Parkway South

**Approximately 60 acres**

CCAD# 54556 & 54557

0 290 570 860 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: 8/6/2026

# EXHIBIT B

Electronically Recorded Instrument: 00097613 Book: OR Volume: 1524 Page: 423
Heather H. Hawthorne, County Clerk, Chambers County, Texas

## EXHIBIT A

## PROPERTY DESCRIPTION

**BAWA**
**60.00 Acres**

**John Steele, Abstract No. 227**
**T. Shepard Survey Abstract No. 229**

**STATE OF TEXAS** §

**COUNTY OF CHAMBERS** §

**A METES & BOUNDS** description of a certain 60.00 acre tract of land in the John Steele Survey, Abstract No. 227 and T. Shepard Survey, Abstract No. 229, Chambers County, Texas; being out of those certain tracts conveyed to Cedar Crossing, L.P. by instruments recorded in Clerk's File Numbers 3125-B (Volume 456, Page 155) (Filed May 22, 2000), 8344-S (Volume 810, Page 495)(Filed September 20, 2005) and 8345-S (Volume 810, Page 583) (Filed September 20, 2005), all of the Official Public Records of Chambers County, Texas; said 60.00 acre tract of land 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 Tract 12 of Schedule 1B of Deed from Reliant Energy, Inc. to Texas Genco Holdings, Inc., recorded in Clerk's File No. 6952-B (Volume 575, Page 835) (filed September 3, 2002) of the Official Public Records of Chambers County, Texas said Tract 12 being described by metes and bounds in Volume 384, Page 189 of the Deed Records of Chambers County, Texas;

THENCE, South 06°35'07" West, 899.78 feet (called North 06°34'57 East, 899.90 feet, Vol. 384, Pg. 189) along the west line of said tract 12 to a 5/8-inch iron rod found;

THENCE, South 83°23'41" East, 1000.00 feet (called North 83°24'56 West, 999.79 feet, Vol. 384, Pg. 189) to a 5/8-inch iron rod found in the west line of a called 5.115 acre tract conveyed to Coastal Industrial Water Authority by instruments recorded in Volume 308, Page 311 and Volume 309, Page 163 of the Deed Records of Chambers County, Texas;

THENCE, in a southerly direction along the west line of said 5.115 acre tract, the following two (2) courses and distances;

1.) South 02°09'52" West, 176.75 feet (called South 02°11' West, Vol. 309, Pg.163) to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set;

2.) South 27°47'52" West, 107.80 feet (called South 27°49' West, 107.8 feet, Vol. 309, Pg.163) to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set in the south line of said 5.115 acre tract;

THENCE, North 77°54'52" East, 1.18 feet to a 3/4-inch iron rod (with cap stamped Cotton Surveying Company") set;

THENCE, South 00°06'40" West, (called 00°07'07" East) 282.16 feet along the west line of a called 76.434 acre tract (Reservoir Tract) conveyed to U.S. DENRO Steels, Inc. by instrument recorded in File No.

Electronically Recorded Instrument: 00097613 Book: OR Volume: 1524 Page: 424
Heather H. Hawthorne, County Clerk, Chambers County, Texas

**BAWA**
**60.00 Acres**

**John Steele, Abstract No. 227**
**T. Shepard Survey Abstract No. 229**

**00022693 (Volume 932, Page 543) (Filed February 6, 2007) of the Official Public Records of Chamber County, Texas, to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set;**

**THENCE, North 89°53'20" West, 1953.69 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set;**

**THENCE, North 12°25'34" West, 1771.26 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company"), set in the south line of Tract 9 of Schedule 1B of said Deed from Reliant Energy, Inc. to Texas Genco Holdings, Inc. recorded in File No. 6952-B (Volume 575, Page 835) (Filed September 3, 2002) of the Official Public Records of Chambers County, Texas, said tract 9 being described by Metes and Bounds in Volume 276, Page 469 of the Deed Records of Chambers County, Texas (second tract, 64.832 acres); said iron rod being in the arc of a curve to the right, the radius point of which bears South 02°02'39" West, 750.00 feet;**

**THENCE, in an easterly direction along the southerly line of said Tract 9, the following two (2) courses and distances;**

1. **Along the arc of said curve to the right having a radius of 750.00 feet, a central angle of 04°32'11", an arc length of 59.38 feet and a long chord bearing South 85°41'16" East, 59.37 feet to a 3/4-inch iron rod (with a cap stamped "Cotton Surveying Company") set at a point of tangency;**

2. **South 83°25'10" East, 1451.28 feet to the POINT OF BEGINNING, CONTAINING 60.00 acres of land in Chambers County, Texas;**

Cotton Surveying Company
6335 Gulfton, Suite 100
Houston, TX 77081-1169
(713) 981-0275
*Texas Board of Professional Land Surveying*
*Registration No. 10046100*

Revised: August 16, 2014
Revised: August 19, 2014

Matt T Hicks

Acting By/Through Martin G. Hicks
Registered Professional Land Surveyor
No. 4387
MHicks@jonescarter.com



FILED FOR RECORD IN:
Chambers County Clerk
On: 02/22/2018 4:15PM
Doc Number: 2018-129661
Number of Pages: 5
Amount: $38.00
Order#: 20180222000050
By: LM
Heather H. Hawthorne



CITY COUNCIL MEETING 5. b.

**Meeting Date:** 08/27/2026
**Subject:** Text Amendment Re: Baytown 2040 Comprehensive Plan to add text to the FLUP and FLUM
**Prepared for:** Scott Lemond, Legal **Prepared by:** Miriam Schoen, Legal
**Department:** Legal

## Information

### ITEM

Conduct a public hearing concerning an amendment to the Baytown 2040 Comprehensive Plan to add text to the Future Land Use Plan (FLUP) and the Future Land Use Map (FLUM).

### PREFACE

The current Future Land Use Map (FLUM) and Future Land Use Plan (FLUP) provide development guidance within the City of Baytown and its extraterritorial jurisdiction (ETJ); however, development trends over the past two years have often been focused on Baytown's ETJ. Based on the interests from potential developers, the Future Land Use Map (FLUM) and Future Land Use Plan (FLUP) should reflect the priority development that should be considered within the city's ETJ.

## Fiscal Impact

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

## Attachments

Staff Report

**City of Baytown**
**Future Land Use Plan Amendment**
**Staff Report**
**July 21, 2026**

**Plan Number:** ZR26080008

**Requested Action:** Consider an amendment to the Baytown 2040 Comprehensive Plan to add text to the Future Land Use Plan (FLUP) and the Future Land Use Map (FLUM).

**Applicant:** City of Baytown

---

**Purpose of the Future Land Use Plan:**

The adopted Future Land Use Plan (FLUP) is a component of the Baytown 2040 Comprehensive Plan, which graphically represents the goals of the City and is intended to guide development. It is used to influence policy and achieve the goals of the community as expressed by the community. The FLUP provides staff, recommending boards, and City Council members with a rational basis and guidance for current and future zoning decisions.

**Purpose of the Future Land Use Map:**

The adopted Future Land Use Map (FLUM) is a component of the Baytown 2040 Comprehensive Plan. The purpose of a Future Land Use Map (FLUM) is to serve as a community's visual blueprint and long-range policy guide for how and where a city should grow over the next 10 to 20 years. It illustrates the collective goals of residents and civic leaders regarding housing, business, and open space. This map is used as a primary guide when making decisions regarding proposed land-uses both inside the City boundaries and in the extra-territorial jurisdiction.

**Purpose of the request and background:**

The current FLUM and FLUP provide development guidance within the City of Baytown and its extraterritorial jurisdiction (ETJ); however, development trends over the past two years have often been focused on Baytown's ETJ. Based on the interest from potential developers, the FLUM and FLUP should reflect the priority development that should be considered within the city's ETJ.

The City of Baytown is requesting to amend the 2040 Comprehensive Plan by modifying the FLUP and the FLUM. The FLUP will be amended by adding languageto the location criteria for Large

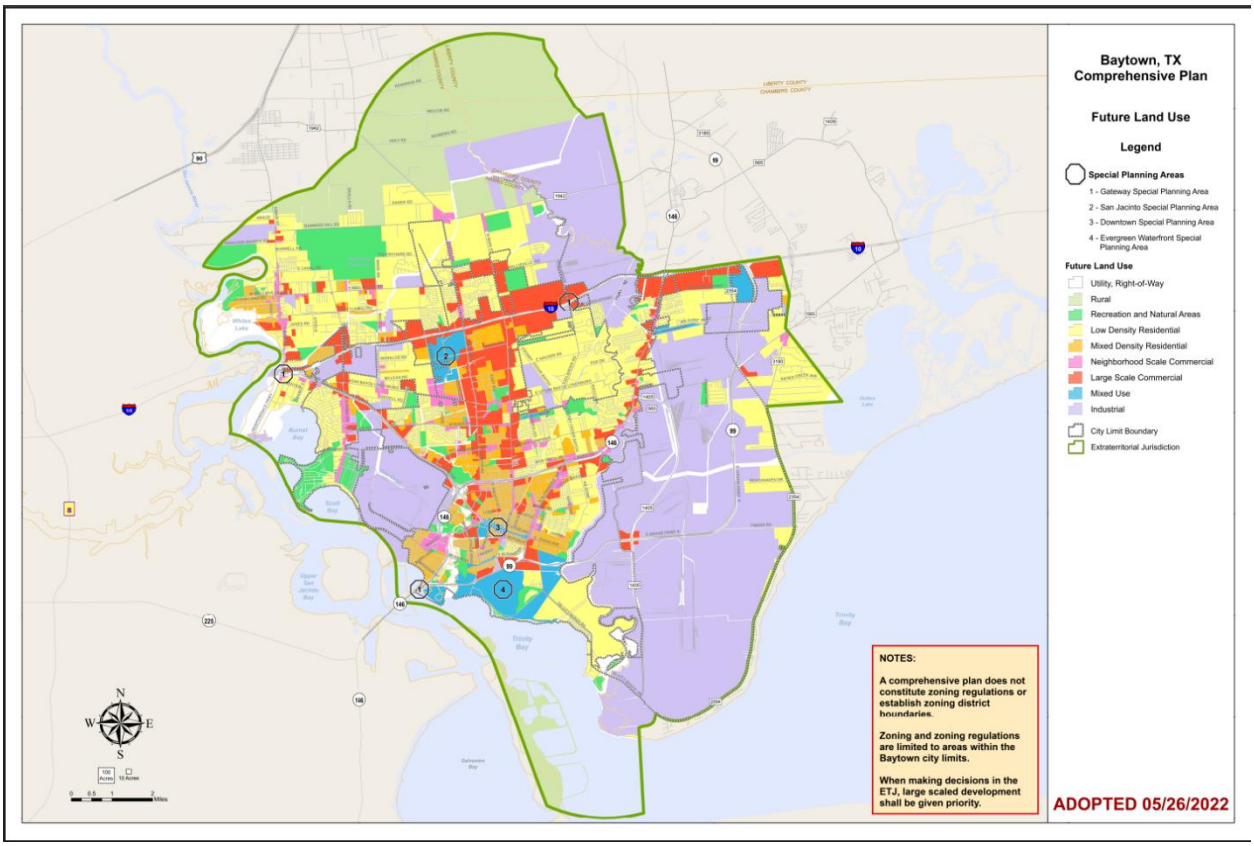
Scale Development, Industrial development, and Heavy Industrial development. The added language would read as follows:

- Location Criteria –
    - *When making land-use decisions within the ETJ, large scaled development may be given priority over land-use category designation.*
- Additional language following the Heavy Industrial location criteria –
    - *If necessary, additional industrial district areas may be established within the City of Baytown's ETJ.*

In addition to the above changes, the FLUM notes will include new language stating:

- *When making land-use decisions within the ETJ, large scaled development may be given priority over land-use category designation.*

Future Land Use Map




**Staff assessment:**

The Baytown 2040 Comprehensive plan is intended to guide future development, redevelopment and community enhancement efforts of the next 20 years. The framework of the plan takes into consideration development opportunities that will shape the city's future. The Baytown 2040 Comprehensive Plan was intended to be amended from time to time, allowing it to remain a "living document" that is able to address changing circumstances. The Department of Planning and Development Services recognize development trends within the city's ETJ; therefore, we are seeking to include language that further supports current development within the ETJ.

This request allows the City of Baytown to be proactive to the development patterns in the ETJ versus reactive.

In order to recommend approval of an application for a FLUP and FLUM amendment, the Planning and Zoning Commission shall consider the following factors.

1. **Scope of Amendment:**
    - The proposed amendments will provide clarity on prioritized development throughout the ETJ.
    - The map amendment allows properties within the ETJ to better align with development trends within the area.
    - The proposed amendments allow the City to better plan for long-term infrastructure needs.
2. **Change in Circumstances:**
    - As the ETJ continues to develop, the need for large-scaled development continues to be vital in order to provide infrastructure and the applicable tax base allowing the area to prosper.
3. **Consistency with Other Plans:**
    - A top priority of Planning as identified in the 2040 Comprehensive Plan is to "Pro-actively prepare for growth and development." The proposed FLUM amendment allows the city to meet this planning priority.
        - Planning Strategic Action Plan 1 (SAP):
          *Review and update (as needed) all aspects of the Unified Land Development Code (ULDC), based on this new Comprehensive Plan. The review should identify potential updates including the possible need for additional or modified Industrial Districts (e.g., an updated district to address the industrial designations on the Future Land Use Map, etc.)*
        - Approval of the requested FLUM and FLUP amendment would allow the city to proactively meet the development trends within the ETJ.
    - The proposed FLUM and FLUP Amendment will not result in burdensome use on existing public facilities.

4. **Stakeholder Input:**
    - The public notice was placed in the applicable newspaper and posted to the City of Baytown website on July 8th,) 2026. Stakeholder input was solicited on the City's website.

**Planning Staff Recommendation:**

Staff recommends that the Planning and Zoning Commission give a recommendation of approval of the proposed FLUM and FLUP Amendment.

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission gave a recommendation of approval of the proposed FLUM and FLUP Amendment.

CITY COUNCIL MEETING 5. c.

**Meeting Date:** 08/27/2026
**Subject:** Text Amendment Re: Baytown 2040 Comprehensive Plan to add text to the FLUP and FLUM
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Tim Chi, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Consider an ordinance authorizing a request to amend the notes included on the Future Land Use Map and the text within the location criteria of the Future Land Use Plan's large scale development, light industrial, and heavy industrial language.

### PREFACE

The Planning and Development Service is requesting to amend the 2040 Comprehensive Plan, allowing more flexibility and priority associated with developments of a larger scale within the extraterritorial jurisdiction area. The request is to change the applicable text within the Future Land Use Map and Plan, allowing additional flexibility for larger scale development.

## Fiscal Impact

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

## Attachments

Ordinance_FLUM and FLUP 07.27.2026

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE COMPREHENSIVE PLAN 2040, BAYTOWN, TEXAS, "REVISING THE FUTURE LAND USE PLAN LOCATION CRITERIA LARGE SCALE COMMERCIAL, LIGHT INDUSTRIAL, HEAVY INDUSTRIAL, AND THE FUTURE LAND USE MAP NOTES" AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

**********

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

Section 2: That Comprehensive Plan 2040 "Future Land-Use," Large Scale Commercial and Industrial, "Location Criteria," are hereby amended as follows:

**Comprehensive Plan 2040**

. . . .

**Future Land-Use**

. . . .

**Large Scale Commercial**

. . . .

**Location Criteria**

- *Should be located at the intersection of two arterial roadways, or along an arterial corridor, OR*
- *Should be located at the intersection of an arterial roadway and a freeway, or along the frontage of a freeway, OR*
- *Should be an extension of an established commercial area that does not conflict with adjacent residential uses, regardless of if located at an intersection.*
- *Low to medium density multi-family developments:*
  - *Should have access to a freeway, arterial, or collector street;*
  - *Should not be located within 300 feet of an established single-family large lot of estate area or single-family suburban style subdivision unless it is part of the same development or unless it is part of a planned unit development; and*
  - *Should not be located within a half mile of existing multi-family developments, unless it continues the character of the neighborhood.*
  - <u>When making decisions within the ETJ, large scaled development shall be given priority.</u>
- *High density multi-family developments:*
  - *Should have access to an arterial roadway or freeway;*
  - *Should be located within a half mile of large scale commercial or mixed-use developments, and/or within a half mile of a fixed transit route;*
  - *Should not be greater than 15 acres;*
  - *Should not be located within a half mile of existing multi-family developments; and*

- *Should not be within 450 feet of an existing single-family large lot of estate home or single-family suburban style home area unless it is part of the same development or unless it is part of a planned unit development.*
- When making decisions within the ETJ, large scaled development shall be given priority.

. . . .

**Industrial**

. . . .

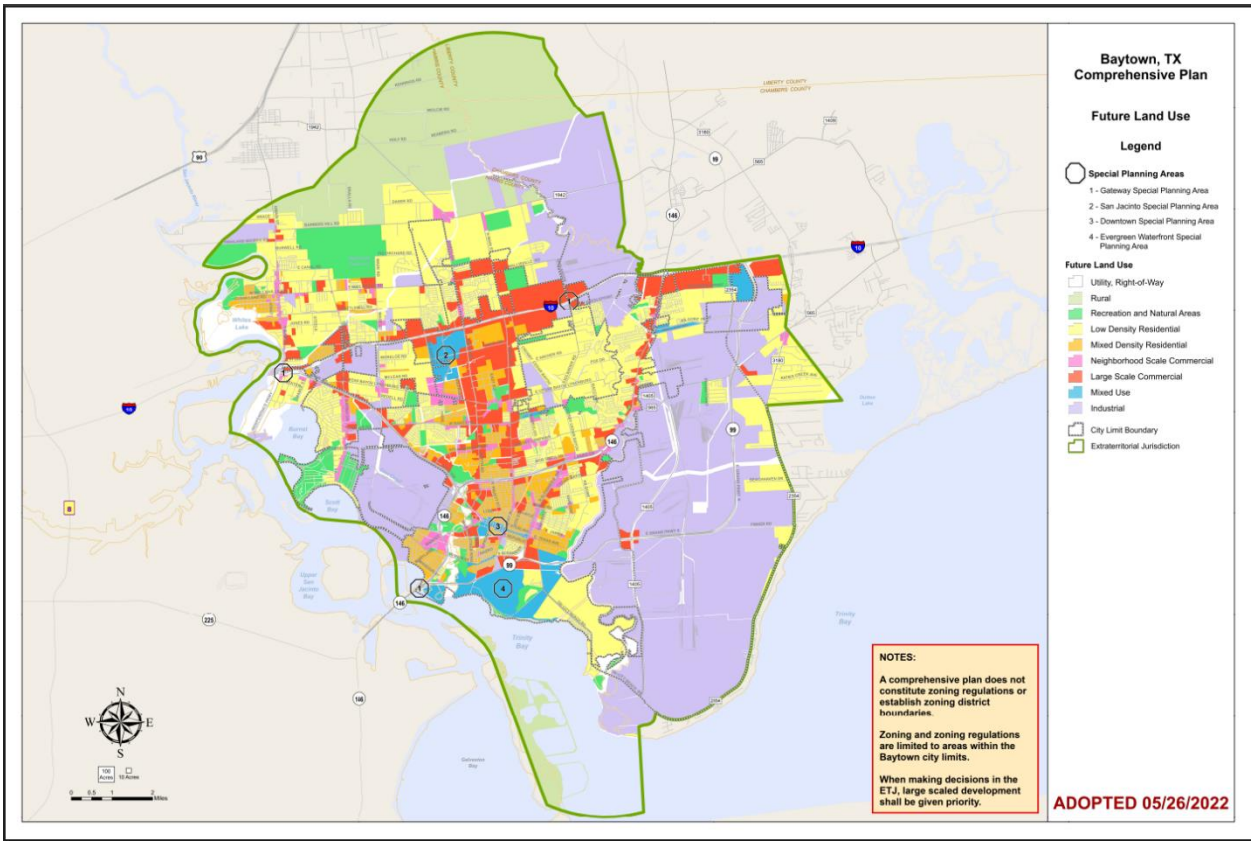
**Location Criteria**

- *Light Industrial:*
  - *Should be located along an arterial roadway or freeway.*
  - *Some uses may need direct rail service and/or water access.*
  - *Should not be located within 400 feet of residential uses.*
  - When making decisions within the ETJ, large scaled development shall be given priority.
- *Heavy Industrial:*
  - *Should be located along an arterial roadway or freeway.*
  - *Some uses may need direct rail service and/or water access.*
  - *Should not be located within 1,000 feet of residential uses.*
  - *Heavy industrial should be located within an identified industrial district area.*
  - When making decisions within the ETJ, large scaled development shall be given priority.

*Industrial districts are designated areas within Baytown's ETJ where the City of Baytown offers ongoing abatements in lieu of annexation through an Industrial District Agreement for recurring periods of seven years. Baytown currently has three industrial district areas and many separate Industrial District Agreements*. If necessary, additional industrial district areas may be established within the City of Baytown's ETJ. *The latest maps showing industrial district locations are available via the City's online GIS map platform. It is recognized that there are existing legacy industrial uses that do not meet these criteria and appear on the Future Land Use Map under the assumption that the legacy uses will continue into the future. As with all the location criteria in this section, the criteria are for new development and/or redevelopment going forward.*

. . . .

**Future Land-Use Map**




Section 3: Any person who fails to comply with any provision contained in Sections 1-6 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 4: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

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

Section 6: 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 5. d.

**Meeting Date:** 08/27/2026
**Subject:** First Public Hearing: Limited Purpose Annexation of Approximately 78.952 Acres
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Nai Mongiello, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Conduct the first public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres of land in the City's extraterritorial jurisdiction, generally located east of North Main Street, west of Hadden Road and approximately 2,500 feet north of East Wallisville Road.

### PREFACE

This is the first public hearing regarding the proposed limited purpose annexation of approximately 78.952 acres, legally described as Tracts 9-11 George Ellis Survey, Abstract No. 21, Harris County, Texas.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossing, approximately 356.99 acres. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The SPA was completed in 2019 and amended in July 2026. The limited purpose annexation is the next step in fulfilling this agreement.

The first phase of the limited purpose annexation, approximately 278.038 acres, was completed August 13, 2026. This second phase of the limited purpose annexation is scheduled for completion on October 8, 2026. Notice of this public hearing was posted at City Hall and on the City's website on August 14, 2026, and in the Baytown Sun on August 16, 2026.

Supporting documentation is attached for review.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:**
**Amount Needed:**
**Fiscal Impact (Additional Information):**
There is no fiscal impact for this item at this time.

## Attachments

First Amendment to Strategic Partnership Agreement
Second Amendment to Development Agreement
Vicinity Map
Metes and Bounds Description

ORDINANCE NO. 16,513

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

# EXHIBIT "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.

01/27/23

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



RP-2023-37166
02/02/2023 ER $146.00

# SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

## RECITALS

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

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

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

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

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

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

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

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

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

2. Amendment.

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

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

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

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

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

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

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

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feet (70').

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

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

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

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

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

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

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

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

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

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

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

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

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

**"CITY"**

**CITY OF BAYTOWN, TEXAS**

By: _____
Interim City Manager

ATTEST:

By: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

_____
Notary Public, State of Texas

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COB Legal

"DEVELOPER"

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

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

**By:** _____
**Michael W. Johnson, Vice President**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

_____
Notary Public, State of Texas

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**EXHIBIT "A"**

**871.38 ACRES**

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

**Tract 1:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Tract 2:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Tract 3:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Tract 4A:**

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

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

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

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

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

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

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

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

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

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

**Tract 4B:**

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

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

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

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

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

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

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

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**Tract 5:**

Harris County MUD 213-A
13.860 Acres

Talcott Patching Survey, A-620

STATE OF TEXAS §

COUNTY OF HARRIS §

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

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

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

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

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

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

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

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

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

09/20/18

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




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

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**Tract 6:**

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

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4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

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THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

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Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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**Tract 9:**

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

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THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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**Tract 10:**

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

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"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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**Tract 11:**

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

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

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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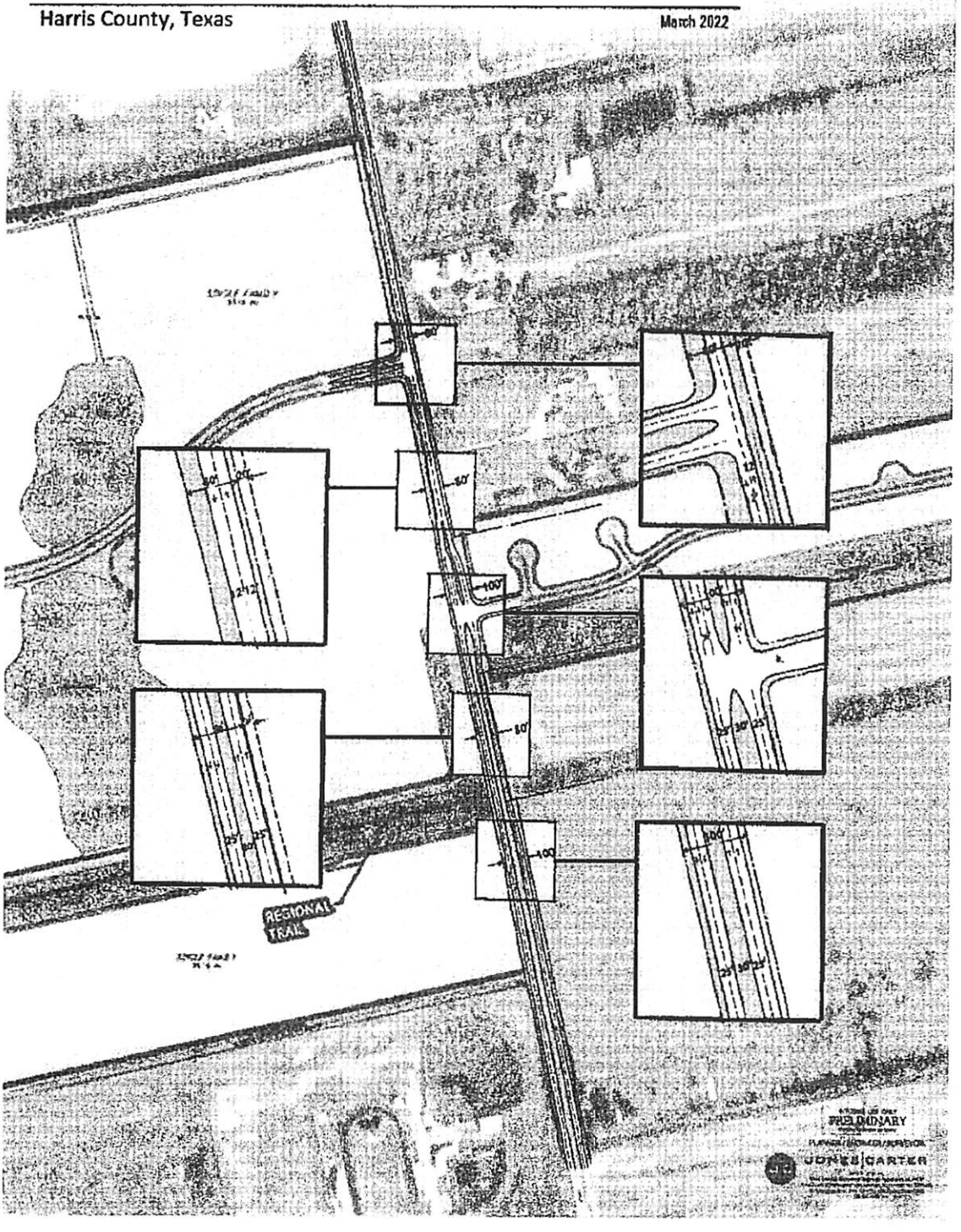
RP-2023-37166

Figure 7 - 1

# Brown Chatham Tracts

Harris County, Texas

March 2022



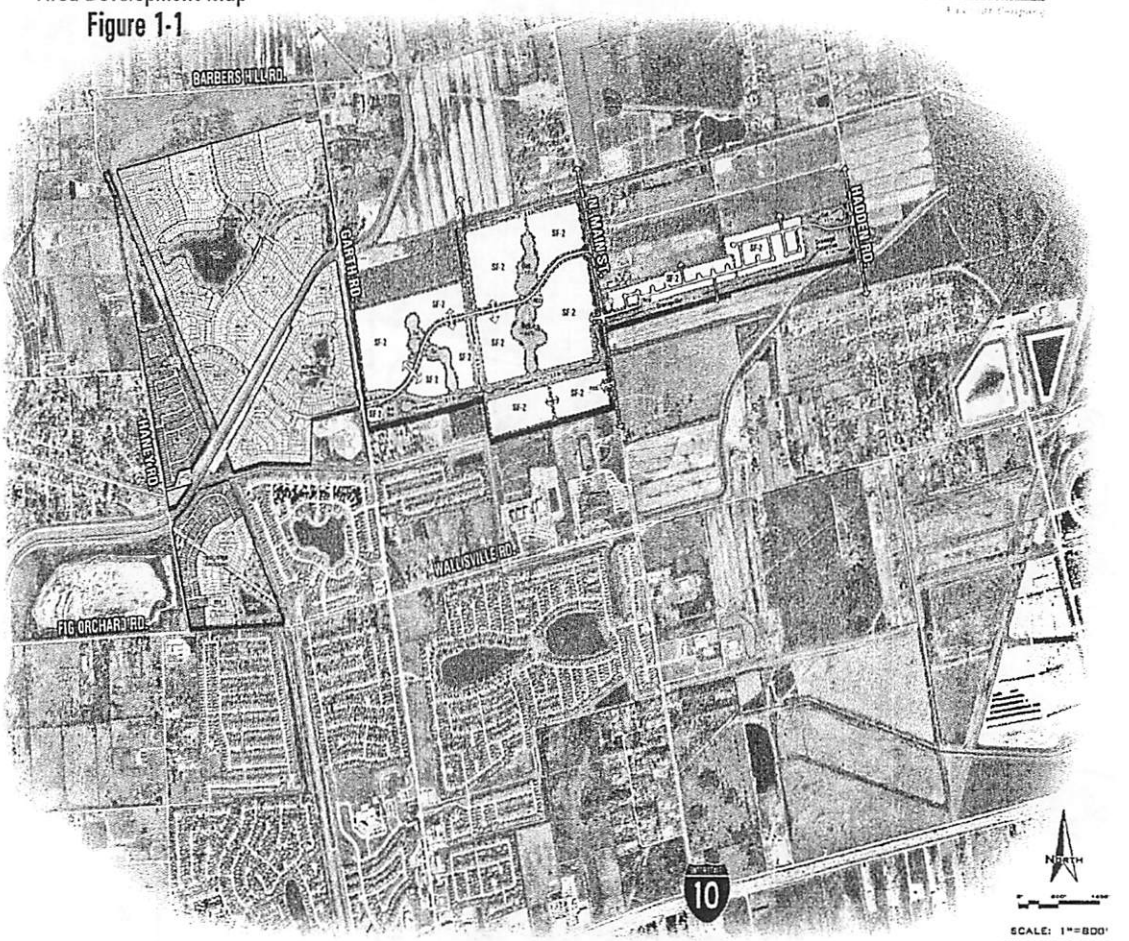



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## Baytown Crossings
Area Development Map
**Figure 1-1**

FRIENDSWOOD DEVELOPMENT COMPANY



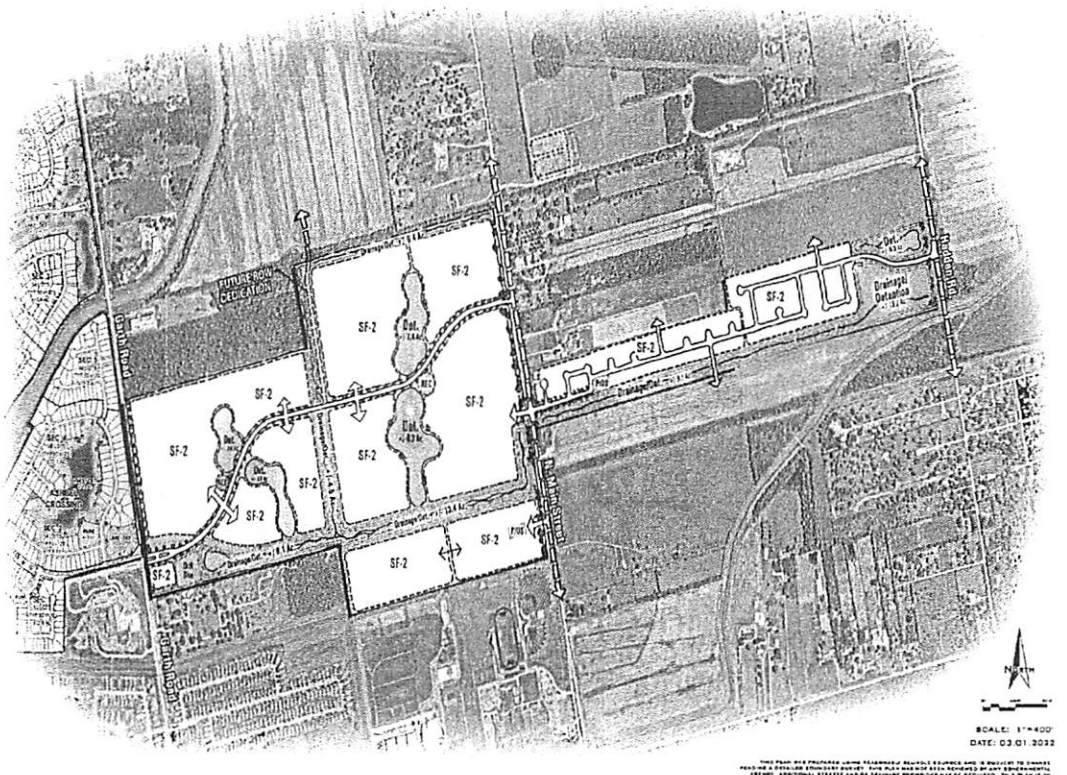

JONES|CARTER

RP-2023-37166

## A Schematic Plan

Figure 2-1

Baytown Tract

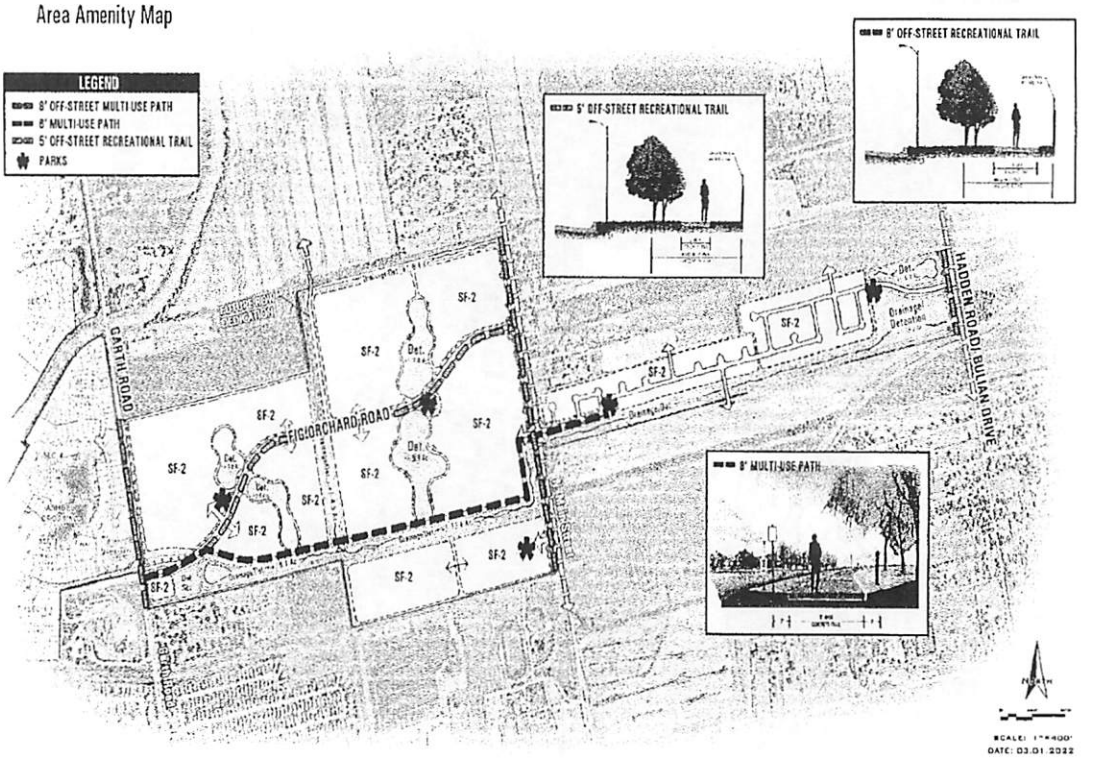

SF-2
Ext.
Drainage Detention
Ext.
Future Arrow Dedication
Future Arrow
Future Arrow
Future Arrow

RP-2023-37166

# A Schematic Plan

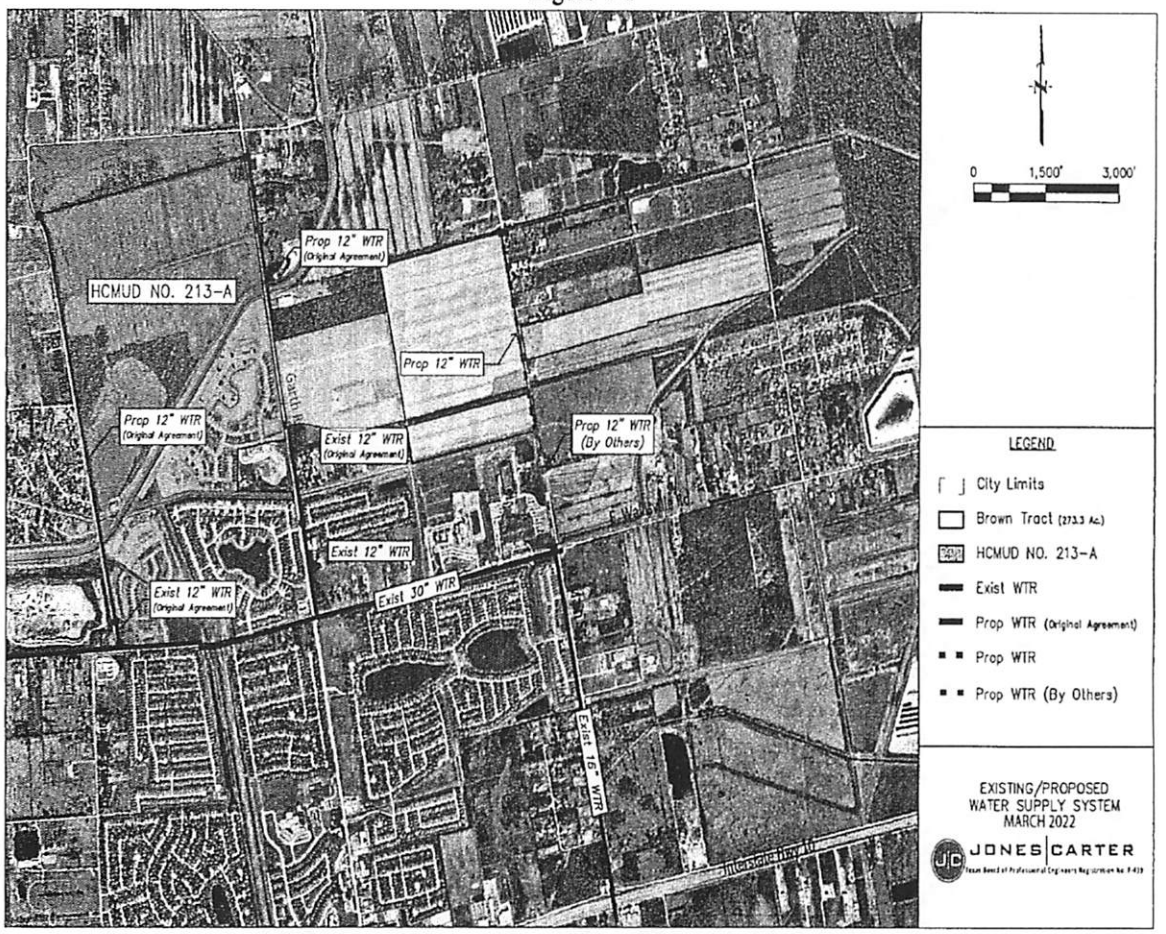
Figure 3-1

Area Amenity Map



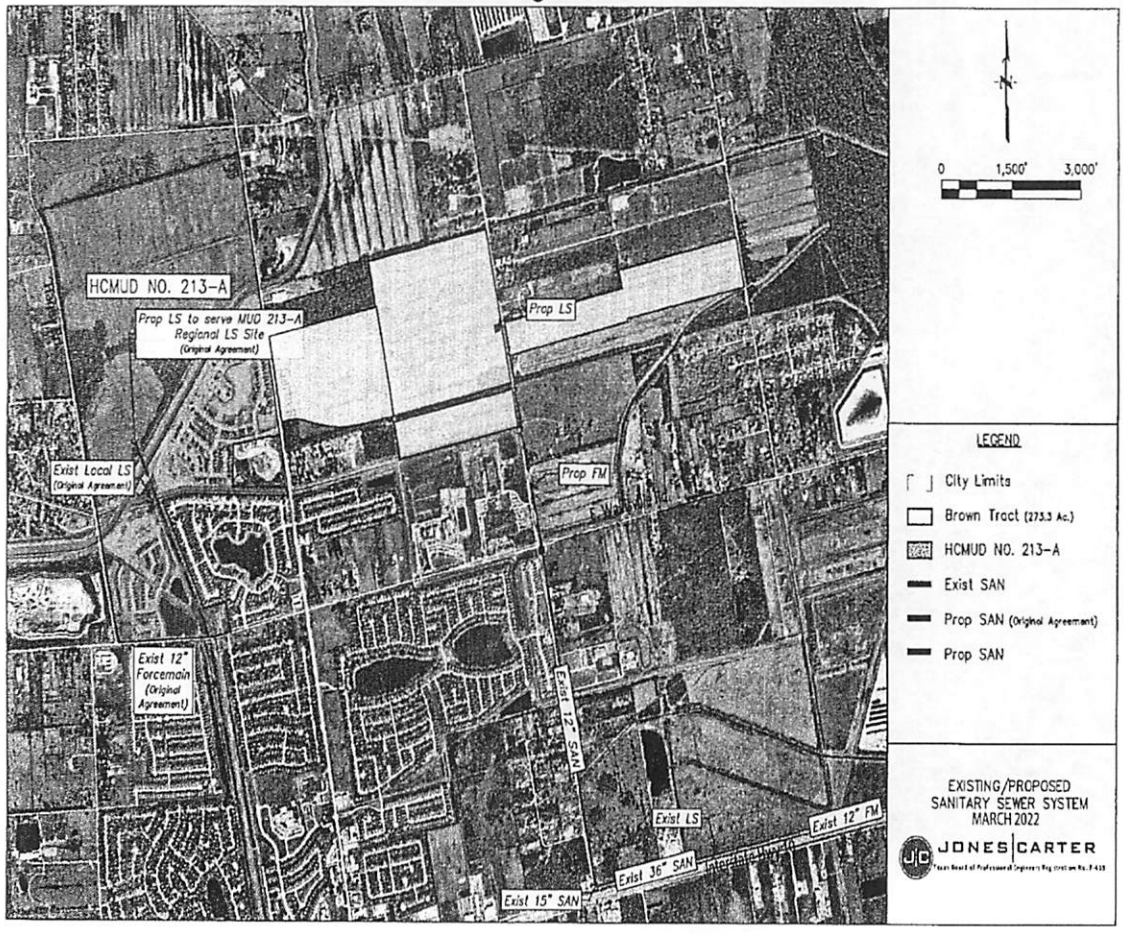

JONES|CARTER

Figure 4-1




RP-2023-37166

Figure 5-1



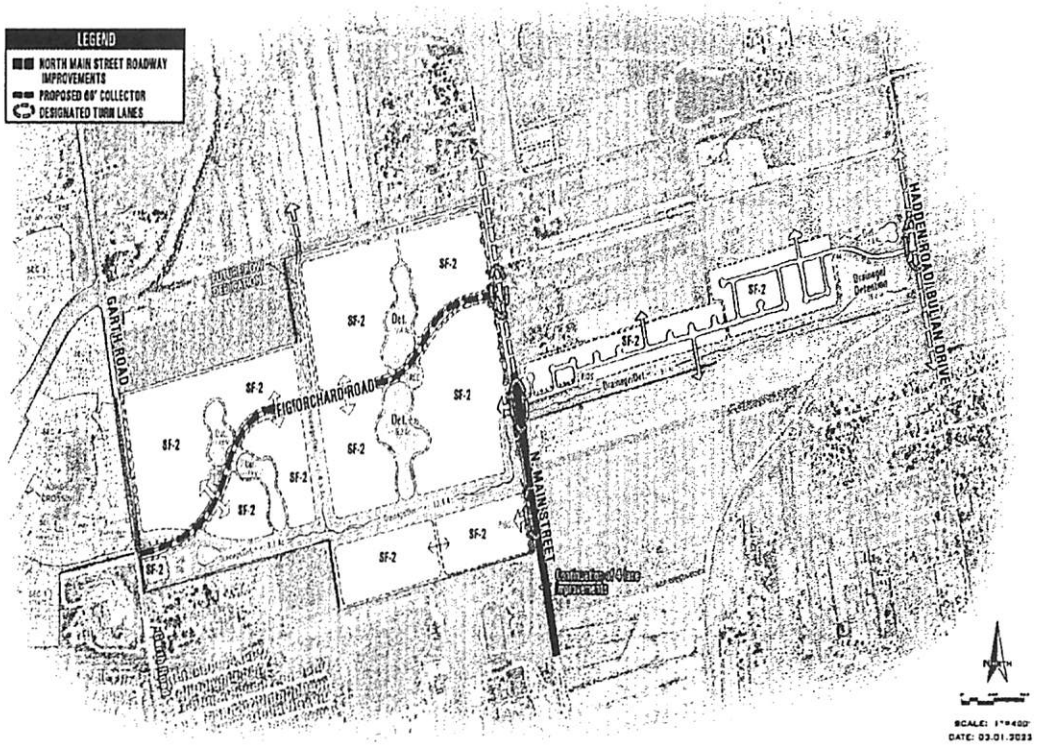

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## A Schematic Plan

Figure 6-1

Area Mobility Plan




JONES|CARTER

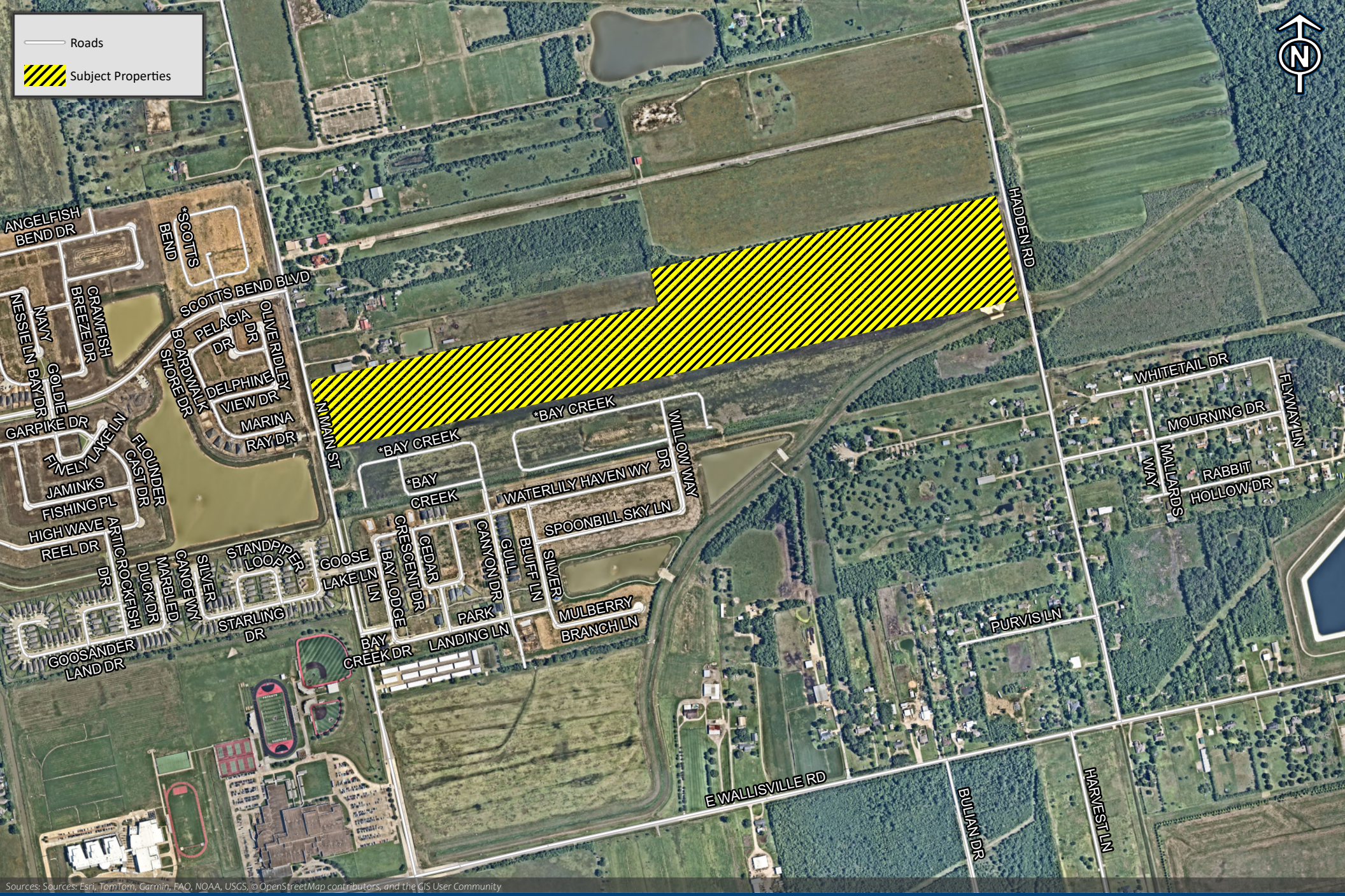
RP-2023-37166
# Pages 34
02/02/2023 03:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

RP-2023-37166

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS




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

BAYTOWN

# Annexation

## Pelly Place Sections 3 & 4

Limited Purpose Annexation

**Vicinity Map**

Approximately 78.952 acres

0 220 450 670 900 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: 8/17/2026

**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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# Pages 34
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

RP-2023-37166

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

CITY COUNCIL MEETING 5. e.

**Meeting Date:** 08/27/2026
**Subject:** Second Public Hearing: Limited Purpose Annexation of Approximately 78.952 Acres
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Nai Mongiello, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Conduct the second public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres of land in the City's extraterritorial jurisdiction, generally located east of North Main Street, west of Hadden Road and approximately 2,500 feet north of East Wallisville Road.

### PREFACE

This is the second public hearing regarding the proposed limited purpose annexation of approximately 78.952 acres, legally described as Tracts 9-11 George Ellis Survey, Abstract No. 21, Harris County, Texas.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossing, approximately 356.99 acres. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The SPA was completed in 2019 and amended in July 2026. The limited purpose annexation is the next step in fulfilling this agreement.

The first phase of the limited purpose annexation, approximately 278.038 acres, was completed August 13, 2026. This second phase of the limited purpose annexation is scheduled for completion on October 8, 2026. Notice of this public hearing was posted at City Hall and on the City's website on August 14, 2026, and in the Baytown Sun on August 16, 2026.

Supporting documentation is attached.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:**
**Amount Needed:**
**Fiscal Impact (Additional Information):**
There is no fiscal impact for this item at this time.

## Attachments

First Amendment to Strategic Partnership Agreement
Second Amendment to Development Agreement
Vicinity Map
Metes and Bounds Description

ORDINANCE NO. 16,513

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

# EXHIBIT "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.

01/27/23

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



RP-2023-37166
02/02/2023 ER $146.00

# SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

## RECITALS

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

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

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

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

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

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

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

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

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

2. Amendment.

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

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

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

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

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

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

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

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feet (70').

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

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

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

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

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

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

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

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

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

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

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

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

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

**"CITY"**

**CITY OF BAYTOWN, TEXAS**

By: _____
Interim City Manager

ATTEST:

By: _____

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

_____
Notary Public, State of Texas

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COB Legal

"DEVELOPER"

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

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

**By:** _____
**Michael W. Johnson, Vice President**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

_____
Notary Public, State of Texas

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**EXHIBIT "A"**

**871.38 ACRES**

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

**Tract 1:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Tract 2:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Tract 3:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Tract 4A:**

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

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

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

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

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

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

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

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

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

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

**Tract 4B:**

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

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

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

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

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

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

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

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**Tract 5:**

Harris County MUD 213-A
13.860 Acres

Talcott Patching Survey, A-620

STATE OF TEXAS §

COUNTY OF HARRIS §

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

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

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

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

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

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

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

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

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

09/20/18

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




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

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**Tract 6:**

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

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4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

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THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

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Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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**Tract 9:**

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

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THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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**Tract 10:**

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

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"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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**Tract 11:**

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

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

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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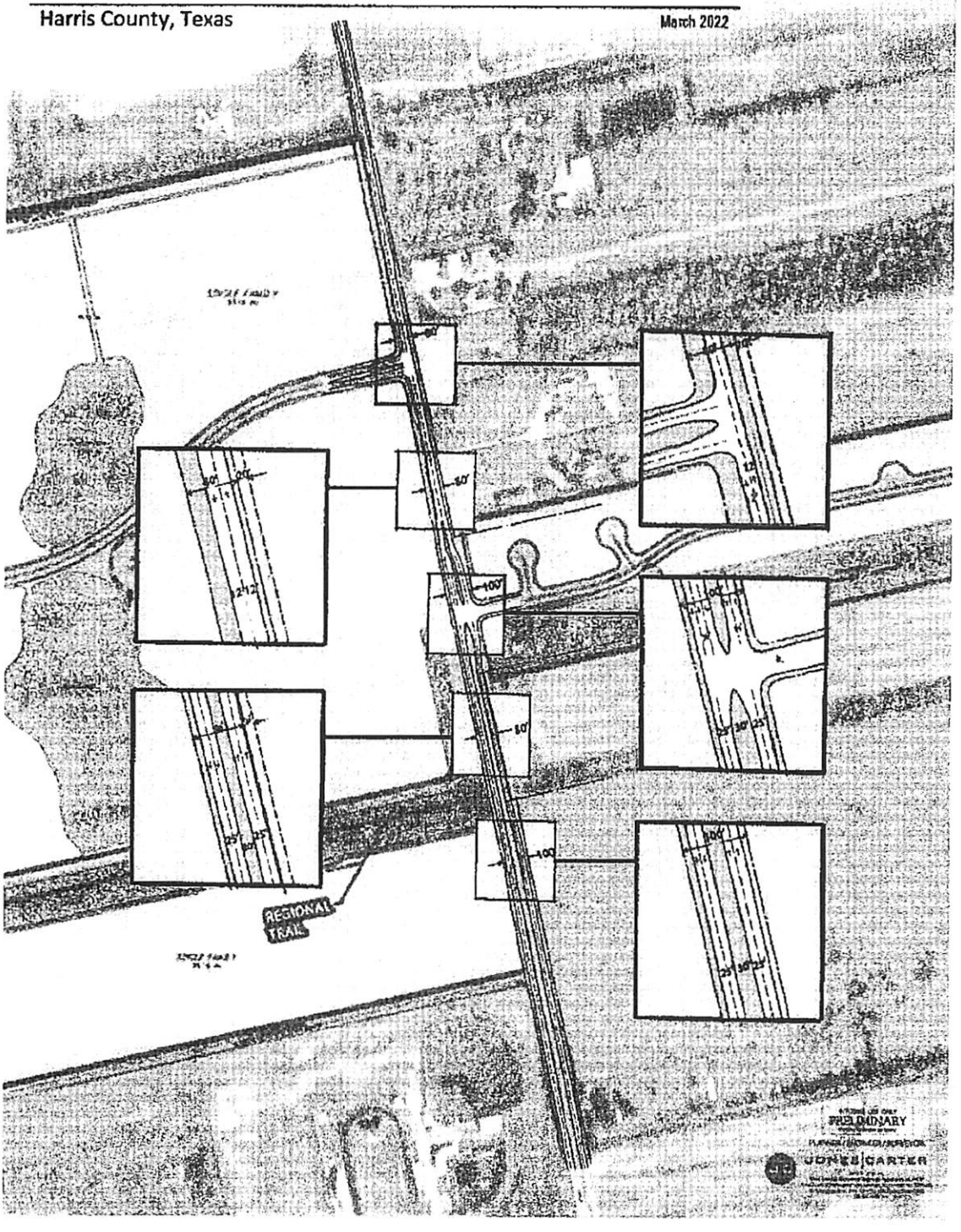
RP-2023-37166

Figure 7 - 1

# Brown Chatham Tracts

Harris County, Texas

March 2022



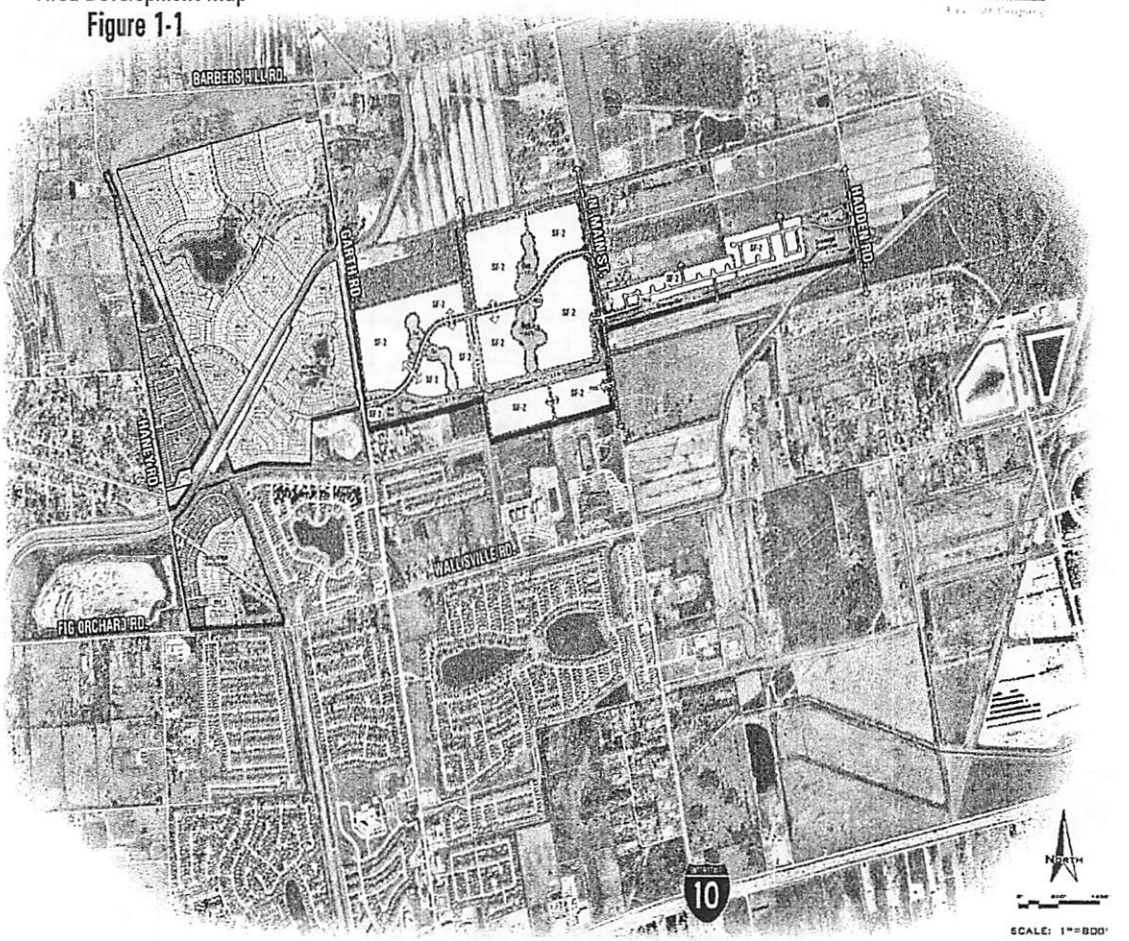



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## Baytown Crossings
Area Development Map
**Figure 1-1**

FRIENDSWOOD DEVELOPMENT COMPANY



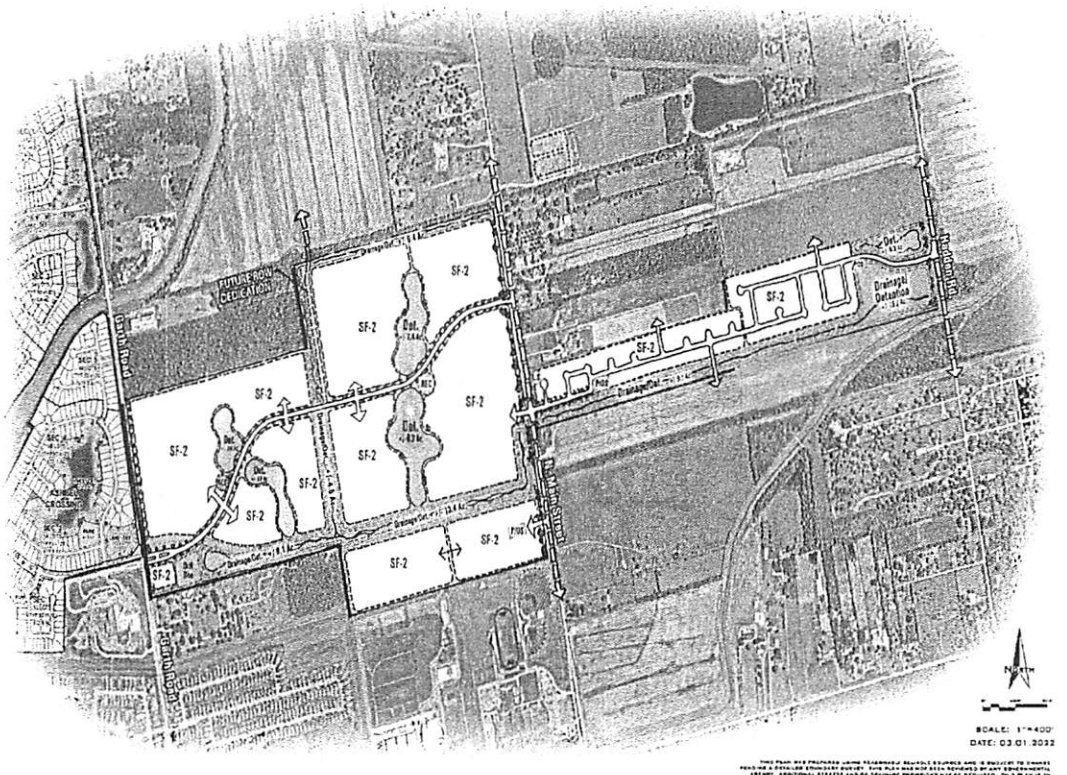

JONES|CARTER

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## A Schematic Plan

Figure 2-1

Baytown Tract

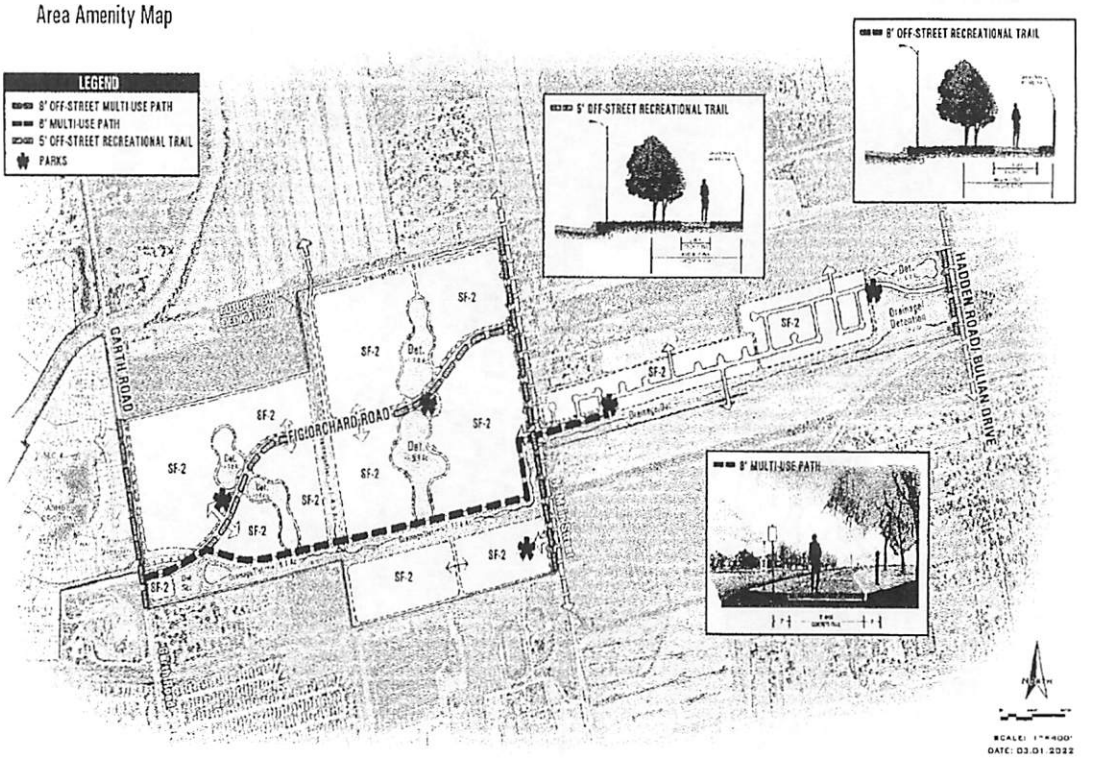

SF-2
Ext.
Drainage Detention
Ext.
Future Arrow Dedication
Future Arrow
Future Arrow
Future Arrow

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# A Schematic Plan

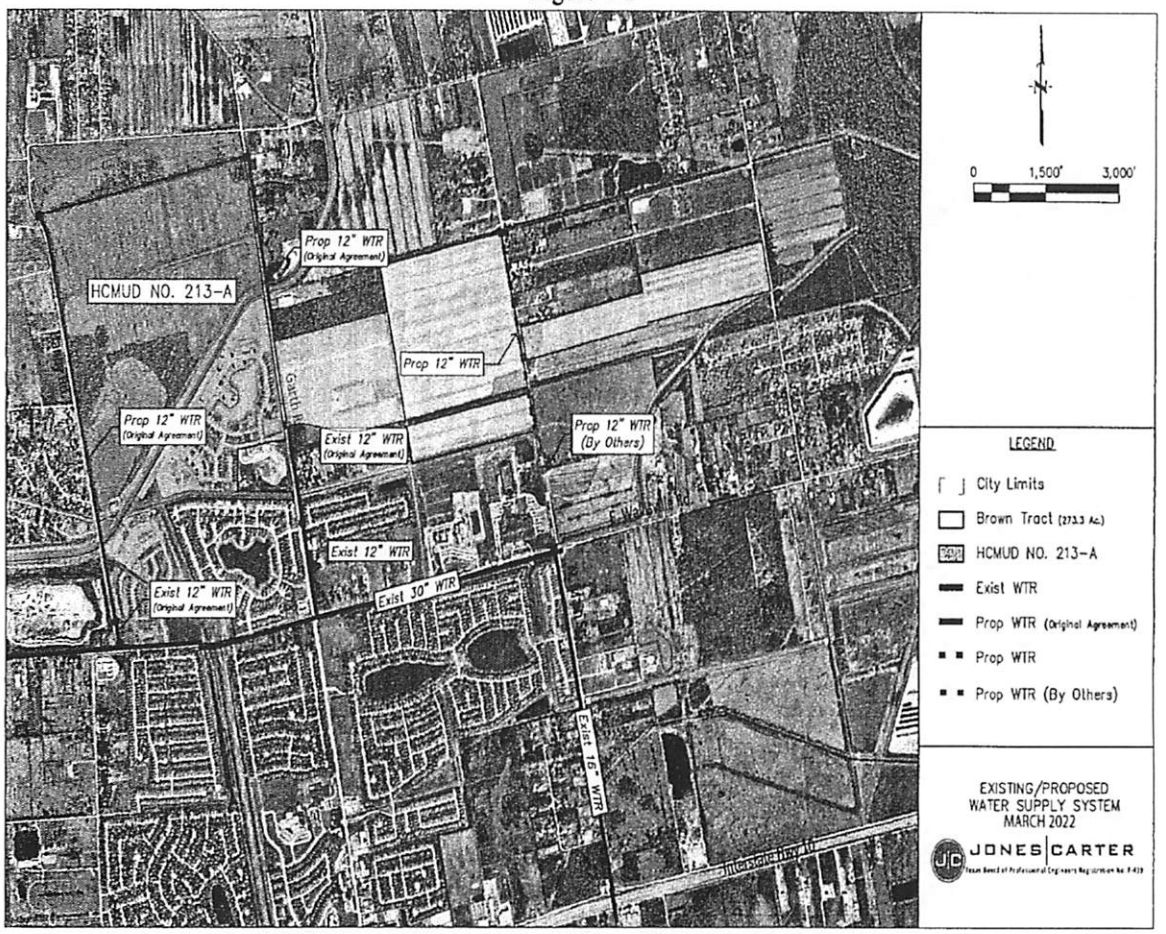
Figure 3-1

Area Amenity Map



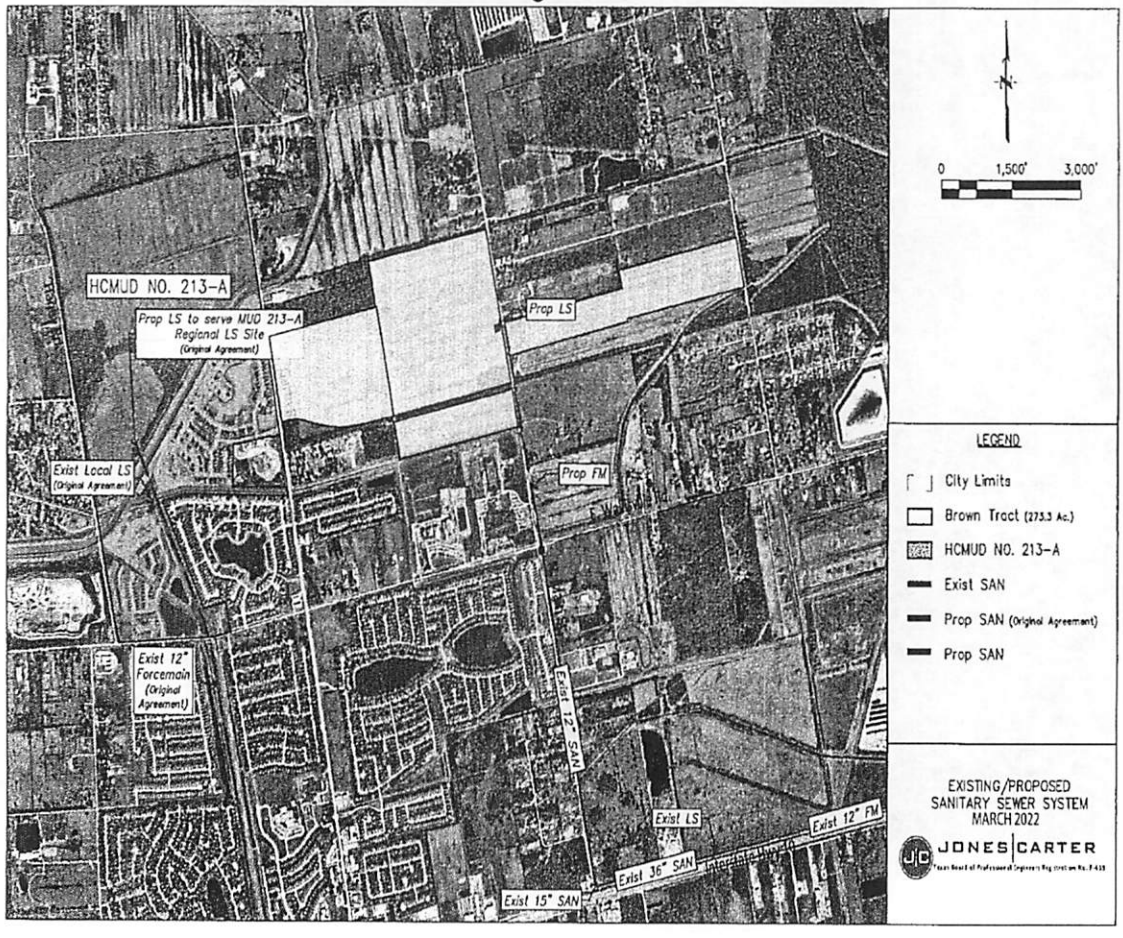

JONES|CARTER

Figure 4-1




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Figure 5-1



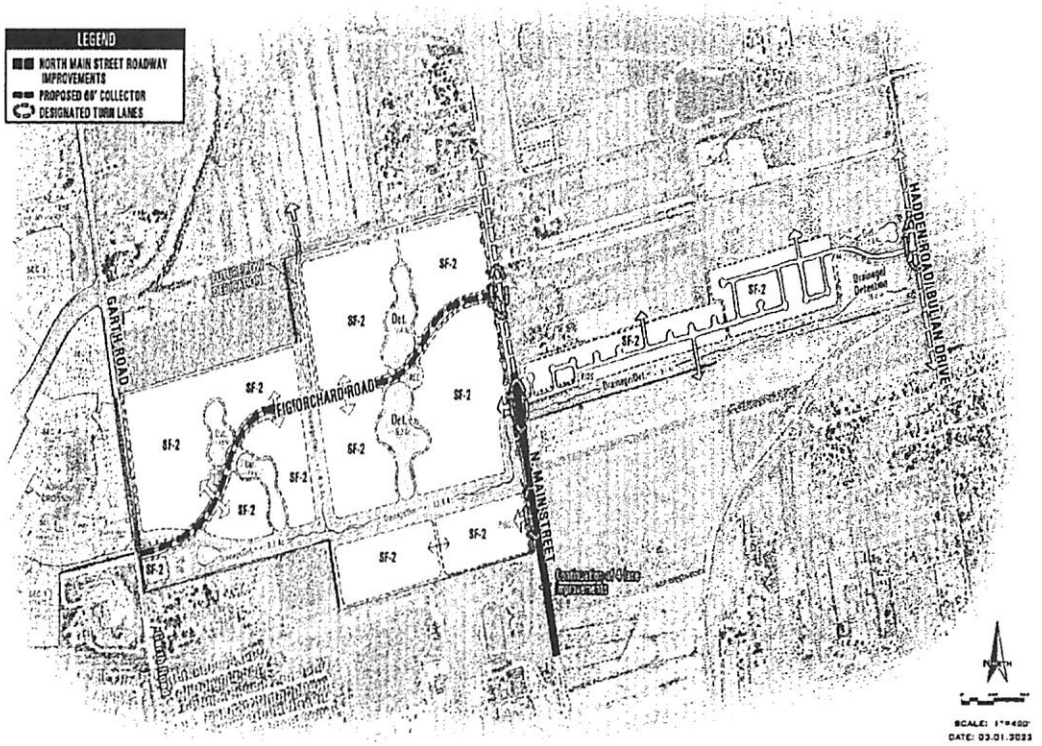

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## A Schematic Plan

Figure 6-1

Area Mobility Plan




JONES|CARTER

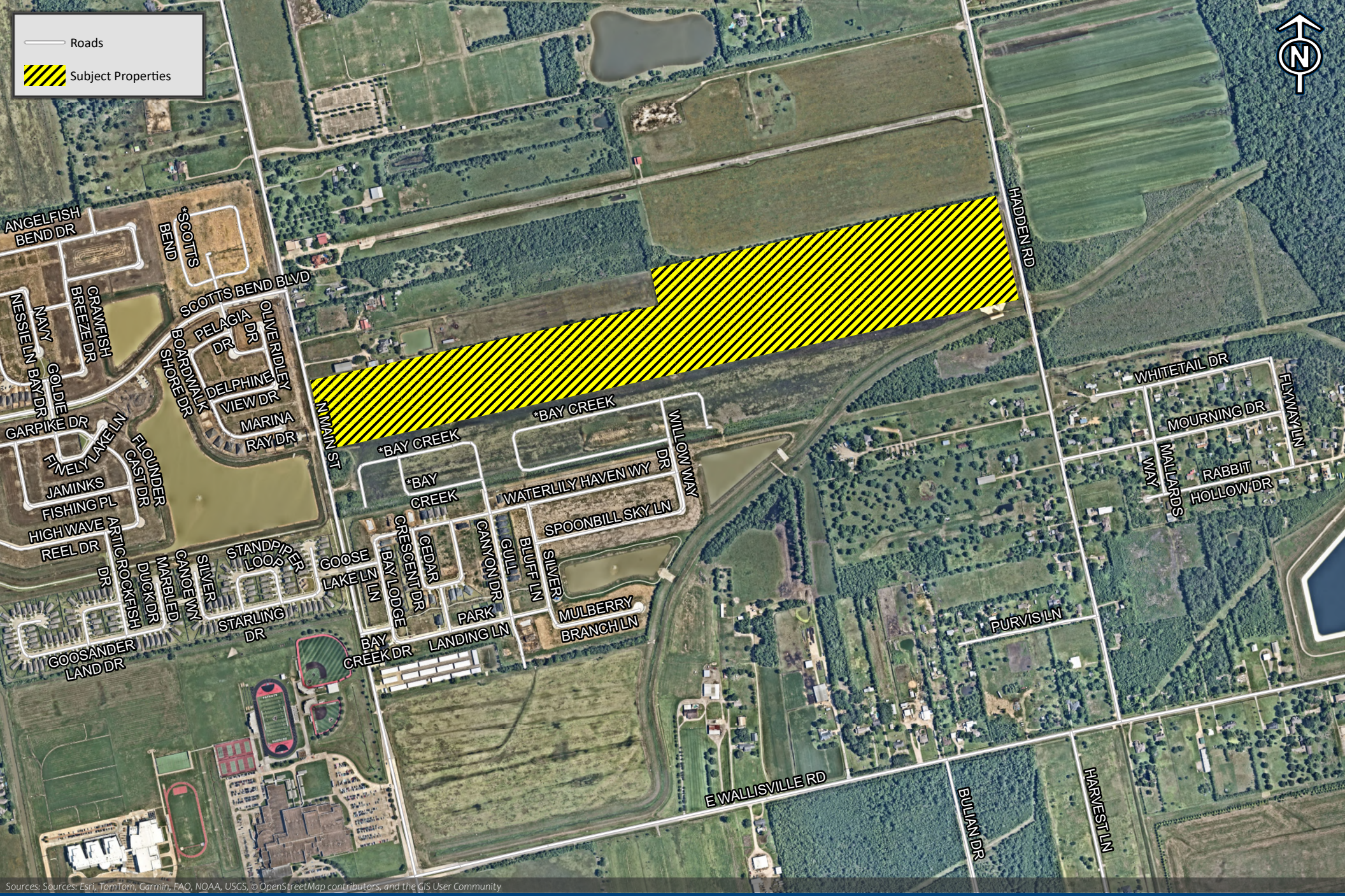
RP-2023-37166
# Pages 34
02/02/2023 03:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

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RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS




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

BAYTOWN

# Annexation

## Pelly Place Sections 3 & 4

Limited Purpose Annexation

**Vicinity Map**

Approximately 78.952 acres

0 220 450 670 900 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: 8/17/2026

**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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# Pages 34
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

RP-2023-37166

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

CITY COUNCIL MEETING 5. f.

**Meeting Date:** 08/27/2026
**Subject:** Consider - Amending First Reading - Limited Purpose Annexation of approximately 278.021 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 repealing and replacing Ordinance No. 16,514 to call the first reading of the proposed Limited Purpose Annexation of approximately 278.021 acres, located generally east of Garth Road, west of North Main Street and north of East Wallisville Road, and ratifying previous actions taken in regard to the limited purpose annexation.

### PREFACE

On July 9, 2026, City Council considered Ordinance No. 16,514 for the limited purpose annexation of approximately 356.99 acres. This ordinance is proposed to repeal and replace Ordinance No. 16,514 in order to clarify that the limited purpose annexation actually consists of approximately 278.021 acres, legally described as Tracts 6-8, Abstract No. 21, George Ellis Survey, Harris County, Texas, located east of Garth Road, west of North Main Street and approximately 2,500 feet north of East Wallisville Road.

City Council held public hearings for the annexation of the subject area on June 11, 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. The second and final reading occurred before City Council on August 13, 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 First Reading 278.021 Acres
Metes and Bounds Description
Exhibit A Vicinity Map
Strategic Partnership Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REPEALING AND REPLACING ORDINANCE 16,514; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR A LIMITED PURPOSE ONLY TO INCLUDE APPROXIMATELY 278.021 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF GARTH ROAD, WEST OF NORTH MAIN STREET AND APPROXIMATELY 2500 FEET NORTH OF EAST WALLISVILLE ROAD; LEGALLY DESCRIBED AS TRACTS 6-8, ABSTRACT NO. 21, GEORGE ELLIS SURVEY, HARRIS COUNTY, TEXAS; WHICH SAID TERRITORIES LIE ADJACENT TO AND ADJOIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS; RATIFYING ALL PREVIOUS ACTIONS TAKEN REGARDING THE LIMITED PURPOSE ANNEXATION OF THE AFOREMENTIONED AREA; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

**********

WHEREAS, on July 9, 2026, the City Council of the City of Baytown, Texas passed Ordinance 16,514, regarding the first reading of the limited purpose annexation of approximately 356.99 acres; and

WHEREAS, the City Council of the City of Baytown, Texas now desires to repeal Ordinance 16,514 in its entirety and adopt this Ordinance to clarify that the limited purpose annexation area consists of approximately 278.021 acres, legally described as Tracts 6-8, Abstract No. 21, George Ellis Survey, Harris County, Texas, located east of Garth Road, west of North Main Street and approximately 2,500 feet north of East Wallisville Road; and

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 notice board and website on the 28th day of August, 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;

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

WHEREAS, the City Council will hold the First Reading of the Ordinance on the 27th day of August 2026; NOW THEREFORE

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

Section 1: That Ordinance No. 16,514 is hereby repealed in its entirety and replaced with this Ordinance for the first reading regarding the limited purpose annexation of approximately 278.021 acres, legally described as Tracts 6-8, Abstract No. 21, George Ellis Survey, Harris County, Texas, located east of Garth Road, west of North Main Street and approximately 2,500 feet north of East Wallisville Road.

Section 2: 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 3: 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 4: That the City Council of the City of Baytown, Texas hereby ratifies all previous action taken in regard to the limited purpose annexation of approximately 278.021 acres, legally described as Tracts 6-8, Abstract No. 21, George Ellis Survey, Harris County, Texas, located east of Garth Road, west of North Main Street and approximately 2,500 feet north of East Wallisville Road.

Section 5: 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

**Tract 6:**

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

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4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**BEGINNING** at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

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THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

**COMMENCING** at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

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Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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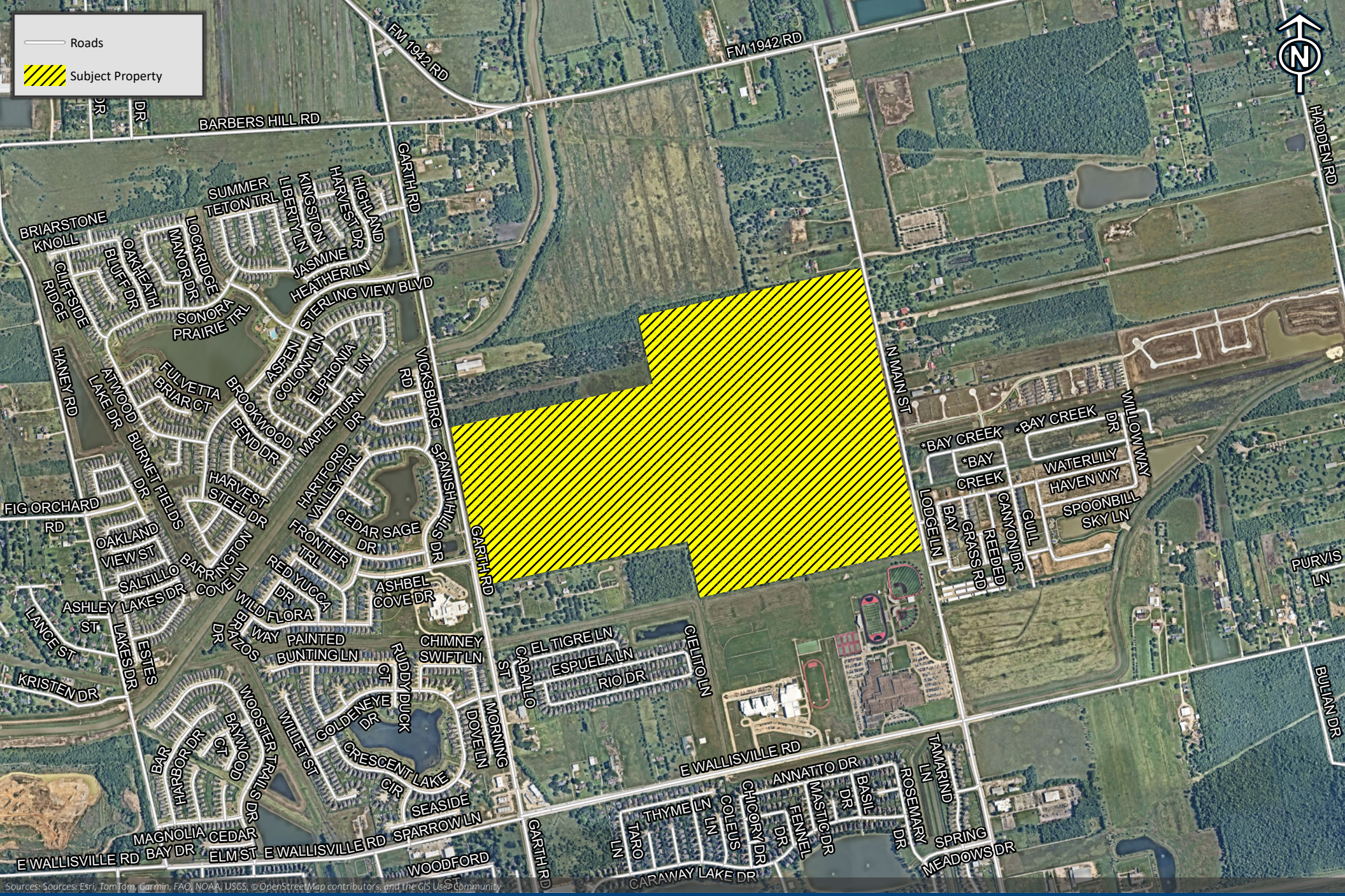
RP-2023-37166
# Pages 34
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

RP-2023-37166

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS




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

# Annexation

## Scotts Bend & Pelly Place

Limited Purpose Annexation

**Vicinity Map**

Approximately 278.038 acres

0 350 700 1,000 1,400 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: 8/17/2026

ORDINANCE NO. 16,513

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

# EXHIBIT "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.

01/27/23

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 MEETING 5. g.

**Meeting Date:** 08/27/2026

**Subject:** Zoning Map Amendment from Freeway Commercial (FC) to Light Industrial (LI) at 8000 East Interstate Highway 10

**Prepared for:** Martin Scribner, Planning and Development Services

**Prepared by:** Talbert Jackson, Planning and Development Services

**Department:** Planning and Development Services

## Information

### ITEM

Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 11.00 acres of land located south of East Interstate Highway 10 and east of Sjolander Road, at 8000 East Interstate Highway 10, from the Freeway Commercial (FC) Zoning District to a Light Industrial (LI) Zoning District.

### PREFACE

The applicant is requesting to rezone approximately 11.00 acres of land located south of East Interstate Highway 10 and east of Sjolander Road, at 8000 East Interstate Highway 10. The property is legally described as Tract 2, Abstract 4 William Bloodgood Survey, Harris County, Texas. The request is to change the zoning from Freeway Commercial (FC) to Light Industrial (LI) to allow for approximately 168,000 square-feet of warehousing development.

## Fiscal Impact

**Fiscal Year:**

**Acct Code:**

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

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

This item has no fiscal impact at this time.

## Attachments

Application and Supporting Documents
Proposed Zoning Map
Current Zoning Map
Vicinity Map
Future Land Use Map
Staff Report

# Zoning Map Amendment
# Application and Applicant Statement

**Application Date:** April 23, 2026

**Plan Number:** ZP26040036

**Requested Action:** Rezone from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District

**Applicant:** Midstream & Terminal Services, LLC 9950 Westpark Drive, Houston, Texas 77063 (281) 760-5033

**Owner:** SVSONS RE, LLC 7603 Hampden Court, Sugarland, Texas 77479 (832) 606-8254

**Pre-application Number:** ZM26020044

**Property Legal Description:** Tract 2 Abstract 4 William Bloodgood Survey

**Acres**: 25.2033

**Current Zoning:** Freeway Commercial (FC)
**Proposed Zoning:** Light Industrial (LI)

## Applicant Statement

1. **Explain how the proposed map amendment complies with the applicable standards of the City's Code, the Unified Land Development Code (ULDC), and any applicable county, state, or federal requirement.**
   The proposed map amendment complies with the City's Code and ULDC by allowing a warehouse development that meets zoning and site design requirements. The plan considers floodplain regulations, including base flood elevation requirements. The project will follow all applicable local, state, and federal regulations during permitting.

2. **Explain how the proposed map amendment conforms to any associated prior approval for the development.**
   There are no prior approvals that conflict with this proposed development. The amendment aligns with the submitted site plan and ongoing permitting efforts. Future approvals will be consistent with the proposed warehouse use.

3. **Explain how the proposed map amendment is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is consistent with the City's Comprehensive Plan by supporting industrial and economic development. The site is located near major roadways, making it suitable for warehouse use. The development follows the planned growth pattern for this area.

4. **Explain how the request promotes the purposes of the ULDC.**
   The amendment supports the purpose of the ULDC by encouraging organized and efficient land development. The site plan provides clear building placement and truck circulation. It also supports economic growth and proper land use.

5. **Explain how the request provides adequate infrastructure.**
   The site has access to existing roads, including Sjolander Road and Needlepoint Road. These roadways can support the expected traffic from the development. Drainage and utilities will be addressed through the infrastructure permitting process.

6. **Explain how the request is compatible with surrounding area.**
   The proposed warehouse is compatible with nearby industrial and undeveloped properties. The size and use of the building are similar to surrounding development patterns. The design helps reduce potential impacts on neighboring properties.

7. **Explain how the proposed map amendment Advances normal and orderly development and improvement of the surrounding properties.**
   The amendment supports orderly growth by developing a large tract of land for industrial use. It fits with existing and future development in the area. This helps create a consistent and planned development pattern.

8. **Explain the changed conditions on the subject property or in its vicinity.**
   The area has seen increased demand for industrial and warehouse development. Nearby properties are also being used or planned for similar uses. These changes make the proposed zoning more appropriate.

9. **Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The project includes drainage and floodplain considerations to reduce environmental impacts. Truck access and circulation are designed to limit traffic issues. The development will follow all required regulations to minimize impacts.

10. **Explain how the request addresses community need.**
    The project helps meet the growing demand for warehouse and industrial space. It will support job creation and economic growth in the area. The development also strengthens the local tax base.

GRAPHIC SCALE

100 0 50 100 200 400

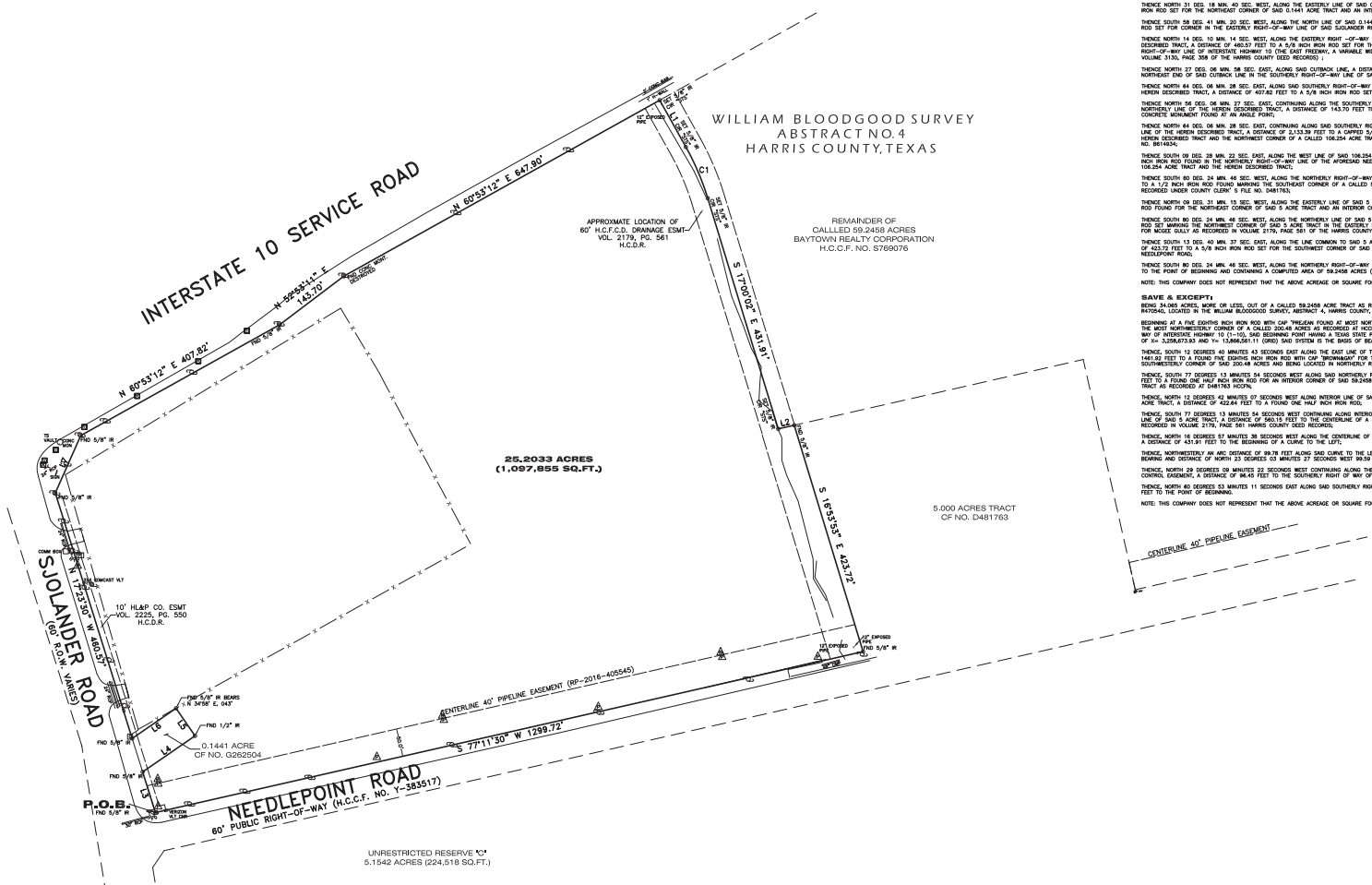
( IN FEET )
1 inch = 100 ft.

NORTH

**LEGEND:**
AC – AERIAL EASEMENT
BL – BUILDING LINE
BLDG – BUILDING
ESMT – EASEMENT
FND – FOUND
HL&P – HOUSTON LIGHTING & POWER
IP – IRON PIPE
IR – IRON ROD
CIR – CAPPED IRON ROD
"STS" – STAMPED SOUTH TEXAS SURVEYING
HCCF – HARRIS COUNTY CLERKS FILE
HCDR – HARRIS COUNTY DEED RECORDS
HCMR – HARRIS COUNTY MAP RECORDS
POB – POINT OF BEGINNING
POC – POINT OF COMMENCING
PG – PARKING SPACES
ROW – RIGHT OF WAY
SQ. FT. – SQUARE FEET
UE – UTILITY EASEMENT
–x– BARBED WIRE FENCE
–o– CHAIN LINK FENCE
– CONCRETE
COVERED CONCRETE
–E– OVERHEAD ELECTRIC LINES
–o– WOOD FENCE
–v– WROUGHT IRON FENCE
– GUY WIRE
– CATCH BASIN
– CABLE BOX
– ELECTRIC BOX
– ELECTRIC MH
– FIRE HYDRANT
– FIBER OPTIC MARKER
– FLAG POLE
– GAS METER
– GAS VALVE
– CURB INLET
– LIGHT POLE
– MANHOLE
– MONITORING WELL
– PIPELINE MARKER
– POWER POLE
– SERVICE POLE
– SANITARY MANHOLE
– STORM MANHOLE
– TELEPHONE PEDESTAL
– TRANSFORMER
– TRAFFIC SIGNAL BOX
– TRAFFIC SIGNAL POLE
– UNDERGROUND CABLE MARKER
– WATER WELL
– WATER METER
– WATER VALVE
– BENCHMARK

| LINE TABLE | | |
|---|---|---|
| L# | BEARING | DISTANCE |
| L1 | S 29°11'46" E | 96.00' |
| L2 | N 77°11'30" E | 29.44' |
| L3 | N 17°23'30" W | 76.23' |
| L4 | N 55°28'02" E | 113.88' |
| L5 | N 34°31'56" W | 60.00' |
| L6 | S 55°28'04" W | 95.37' |
| L7 | N 23°53'42" E | 112.60' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| C# | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 467.22' | 12°14'10" | 99.78' | S 23°05'51" E | 99.59' |




**NOTES:**
1. BEARING BASIS IS G.P.S. OBSERVATION TEXAS SOUTH CENTRAL, GEOID 18, NAD 83 WITH A BEARING OF S 77°11'30" W, ALONG THE NORTH R.O.W. LINE OF NEEDLEPOINT ROAD.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY. EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. CTH–COM–CTT21743831 OF CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: MAY 23, 2021, ISSUED DATE: JUNE 7, 2002.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED, IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2021. ALL RIGHTS RESERVED.

**FLOOD NOTE:**

PROPERTY LIES WITHIN FLOOD ZONE ___0000___, ACCORDING TO F.I.R.M. MAP NO. ___0000 0000___, DATE __00-00-00__, BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

**LEGAL DESCRIPTION**

A TRACT OR PARCEL OF LAND CONTAINING APPROXIMATELY 25 ACRES OUT OF AN 59.2458 ACRE TRACT OF LAND CONVEYED TO AMA BAY, LLC, A TEXAS LIMITED LIABILITY COMPANY BY DEED DATED JUNE 14, 2010, RECORDED JUNE 30, 2010 UNDER CLERK'S FILE NO. 20100278672, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS SAVE AND EXCEPT ALL THAT PORTION OF LAND CONVEYED TO CCHMP INTEREST, LLC, A TEXAS LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED RECORDED UNDER CLERK'S FILE NO. RP–2021–287578, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS, SAID 59.2458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION TO BE FURNISHED:

DESCRIPTION OF A 59.2458 ACRE (2,580,748 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM BLOODGOOD SURVEY, ABSTRACT NO. 4, HARRIS COUNTY, TEXAS, BEING THE RESIDUE OF A CALLED 362.658 ACRE TRACT DESCRIBED IN DEED INTO GULF OIL CORPORATION AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO(S). B455829 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH BEARINGS REFERENCED TO THE DESCRIPTION OF A CALLED 200.4460 ACRE TRACT OF LAND (REFERRED TO AS TRACT 2) AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO(S). R470540):

BEGINNING AT A 5/8 INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE EASTERLY RIGHT–OF–WAY LINE OF SJOLANDER ROAD (BASED ON A CALLED WIDTH OF 60 FEET) WITH THE NORTHERLY RIGHT–OF–WAY LINE OF NEEDLEPOINT ROAD (BASED ON A WIDTH OF 60 FEET PER DEED RECORDED IN VOLUME 304, PAGE 65, OF THE HARRIS COUNTY DEED RECORDS) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 14 DEG. 10 MIN. 14 SEC. WEST, ALONG SAID EASTERLY RIGHT –OF–WAY LINE OF SJOLANDER ROAD, A DISTANCE OF 76.23 FEET TO A 5/8 INCH IRON ROD SET FOR SOUTHWEST CORNER OF A CALLED 0.1441 ACRE TRACT DESCRIBED IN DEED INTO DIAMOND SHAMROCK CORP. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. G262504;

THENCE NORTH 58 DEG. 41 MIN. 18 SEC. EAST, ALONG THE SOUTHERLY LINE OF SAID 0.1441 ACRE TRACT, A DISTANCE OF 113.88 FEET TO A 5/8 INCH IRON ROD SET FOR THE MOST EASTERLY CORNER OF SAID 0.1441 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 31 DEG. 18 MIN. 40 SEC. WEST, ALONG THE EASTERLY LINE OF SAID 0.1441 ACRE TRACT, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 0.1441 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 58 DEG. 41 MIN. 20 SEC. WEST, ALONG THE NORTH LINE OF SAID 0.1441 ACRE TRACT, A DISTANCE OF 95.37 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER IN THE EASTERLY RIGHT–OF–WAY LINE OF SAID SAOLANDER ROAD FOR THE NORTHWEST CORNER OF SAID 0.1441 ACRE TRACT;

THENCE NORTH 14 DEG. 10 MIN. 14 SEC. WEST, ALONG THE EASTERLY RIGHT –OF–WAY LINE OF SAID SJOLANDER ROAD AND A WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 460.57 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST END OF A CUTBACK IN THE SOUTHERLY RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 10 (THE EAST FREEWAY, A VARIABLE WIDTH RIGHT–OF–WAY AS WIDENED IN INSTRUMENT OF RECORD IN VOLUME 3130, PAGE 358 OF THE HARRIS COUNTY DEED RECORDS) ;

THENCE NORTH 27 DEG. 08 MIN. 58 SEC. EAST, ALONG SAID CUTBACK LINE, A DISTANCE OF 112.60 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST END OF SAID CUTBACK LINE IN THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID INTERSTATE HIGHWAY 10;

THENCE NORTH 64 DEG. 06 MIN. 28 SEC. EAST, ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 10 AND A NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 407.82 FEET TO A 5/8 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 56 DEG. 08 MIN. 27 SEC. EAST, CONTINUING ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID INTERSTATE HIGHWAY 10 AND A NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 143.70 FEET TO A DISTURBED 4 INCH SQUARE TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT FOUND AT AN ANGLE POINT;

THENCE NORTH 64 DEG. 06 MIN. 28 SEC. EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 10 AND A NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 2,133.39 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER OF A CALLED 106.254 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER COUNTY CLERK'S FILE NO. B818434;

THENCE SOUTH 09 DEG. 28 MIN. 22 SEC. EAST, ALONG THE WEST LINE OF SAID 106.254 ACRE TRACT, A DISTANCE OF 1,460.54 FEET TO A CAPPED 5/ 8 INCH IRON ROD FOUND IN THE NORTHERLY RIGHT–OF–WAY LINE OF THE AFORESAID NEEDLEPOINT ROAD FOR THE SOUTHERLY CORNER COMMON TO SAID 106.254 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 80 DEG. 24 MIN. 46 SEC. WEST, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF SAID NEEDLEPOINT ROAD, A DISTANCE OF 786.72 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5 ACRE TRACT DESCRIBED IN DEED INTO HUMPHREY CHEMICAL RECORDED UNDER COUNTY CLERK' S FILE NO. D481763;

THENCE NORTH 09 DEG. 31 MIN. 15 SEC. WEST, ALONG THE EASTERLY LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 422.64 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 5 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 80 DEG. 24 MIN. 46 SEC. WEST, ALONG THE NORTHERLY LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 530.71 FEET TO A 5/8 INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF SAID 5 ACRE TRACT IN THE EASTERLY LINE OF A HARRIS COUNTY FLOOD CONTROL DISTRICT EASEMENT FOR MCGEE GULLY AS RECORDED IN VOLUME 2179, PAGE 561 OF THE HARRIS COUNTY DEED RECORDS;

THENCE SOUTH 13 DEG. 40 MIN. 37 SEC. EAST, ALONG THE LINE COMMON TO SAID 5 ACRE TRACT AND SAID EASEMENT FOR MCGEE GULLY, A DISTANCE OF 423.72 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 5 ACRE TRACT IN THE NORTHERLY RIGHT–OF–WAY LINE OF SAID NEEDLEPOINT ROAD;

THENCE SOUTH 80 DEG. 24 MIN. 46 SEC. WEST, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF SAID NEEDLEPOINT ROAD, A DISTANCE OF 1,299.72 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 59.2458 ACRES (2,580,748 SQUARE FEET) OF LAND.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**SAVE & EXCEPT:**

BEING 34.065 ACRES, MORE OR LESS, OUT OF A CALLED 59.2458 ACRE TRACT AS RECORDED AT HARRIS COUNTY CLERK'S FILE NUMBER (HCCFN) R470540, LOCATED IN THE WILLIAM BLOODGOOD SURVEY, ABSTRACT 4, HARRIS COUNTY, TEXAS AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FIVE EIGHTHS INCH IRON ROD WITH CAP "PREJEAN FOUND AT MOST NORTHEASTERLY CORNER OF SAID 59.2458 ACRE TRACT ALSO BEING THE MOST NORTHWESTERLY CORNER OF A CALLED 200.46 ACRES AS RECORDED AT HCCFN V726885 AND BEING LOCATED IN THE SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10 (I–10), SAID BEGINNING POINT HAVING A TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) VALUE OF X= 3,258,673.93 AND Y= 13,866,561.11 (GRID) SAID SYSTEM IS THE BASIS OF BEARING;

THENCE, SOUTH 12 DEGREES 40 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID 200.46, A DISTANCE OF 1481.82 FEET TO A FOUND FIVE EIGHTHS INCH IRON ROD WITH CAP "BROWNAGE" FOR THE SOUTHEASTERLY CORNER OF SAID 59.2458 ACRES AND THE SOUTHWESTERLY CORNER OF SAID 200.46 ACRES AND BEING LOCATED IN NORTHERLY RIGHT OF WAY LINE NEEDLEPOINT ROAD;

THENCE, SOUTH 77 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE NEEDLEPOINT ROAD, A DISTANCE OF 786.72 FEET TO A FOUND ONE HALF INCH IRON ROD FOR AN INTERIOR CORNER OF SAID 59.2458 ACRES AND THE SOUTHEASTERLY CORNER OF A CALLED 5 ACRE TRACT AS RECORDED AT D481763 HCCFN;

THENCE, NORTH 12 DEGREES 42 MINUTES 07 SECONDS WEST ALONG INTERIOR LINE OF SAID 59.2458 ACRES AND THE EASTERLY EXTERIOR LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 422.64 FEET TO A FOUND ONE HALF INCH IRON ROD;

THENCE, SOUTH 77 DEGREES 13 MINUTES 54 SECONDS WEST CONTINUING ALONG INTERIOR LINE OF SAID 59.2458 ACRES AND THE NORTHERLY EXTERIOR LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 560.15 FEET TO THE CENTERLINE OF A 80 FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT AS RECORDED IN VOLUME 2179, PAGE 561 HARRIS COUNTY DEED RECORDS;

THENCE, NORTH 16 DEGREES 57 MINUTES 38 SECONDS WEST ALONG THE CENTERLINE OF SAID 60 FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT, A DISTANCE OF 431.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, NORTHWESTERLY AN ARC DISTANCE OF 99.78 FEET ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 467.22 FEET AND A CORD BEARING AND DISTANCE OF NORTH 23 DEGREES 03 MINUTES 27 SECONDS WEST 99.59 FEET TO THE POINT OF TANGENCY;

THENCE, NORTH 29 DEGREES 09 MINUTES 23 SECONDS WEST CONTINUING ALONG THE CENTERLINE OF SAID 60 FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT, A DISTANCE OF 96.45 FEET TO THE SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10;

THENCE, NORTH 60 DEGREES 53 MINUTES 11 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10, A DISTANCE OF 1485.28 FEET TO THE POINT OF BEGINNING.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**SURVEYOR'S CERTIFICATION**
TO: CHICAGO TITLE INSURANCE COMPANY
RAHIM MOMIN
AMA BAY, LLC, A TEXAS LIMITED LIABILITY COMPANY

I, hereby certify that this survey was made on the ground and completed on this 21st day of June 2021 and that this plat correctly represents the facts found at the time of survey showing any improvements. There are no encroachments apparent on the ground, except as shown. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category 1A, Condition II Survey. This survey is certified for boundary only and for this transaction only. Surveyor did not abstract property. Easements, building lines, etc., shown are as identified by:

GF CTH–COM–CTT21743831 of CHICAGO TITLE INSURANCE COMPANY

Fred W. Lawton, Registered Professional Land Surveyor No. 2321

STATE OF TEXAS · REGISTERED · FRED W. LAWTON · 2321 · PROFESSIONAL LAND SURVEYOR

# SURVEY OF

59.2458 ACRE (2,580,748 SQ.FT.) TRACT OF LAND OUT OF THE WILLIAM BLOODGOOD SURVEY, ABSTRACT NO. 4, HARRIS COUNTY, TEXAS, BEING THE RESIDUE OF A CALLED 362.658 ACRE TRACT DESCRIBED IN DEED INTO GULF OIL CORPORATION AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. B455829.

ADDRESS: SJOLANDER ROAD @ 10
BAYTOWN, TEXAS 77521

SITE:

JOB NO: 1175–21
DATE: 06–21–21

SCALE: 1" = 100'
SHEET 1 OF 1

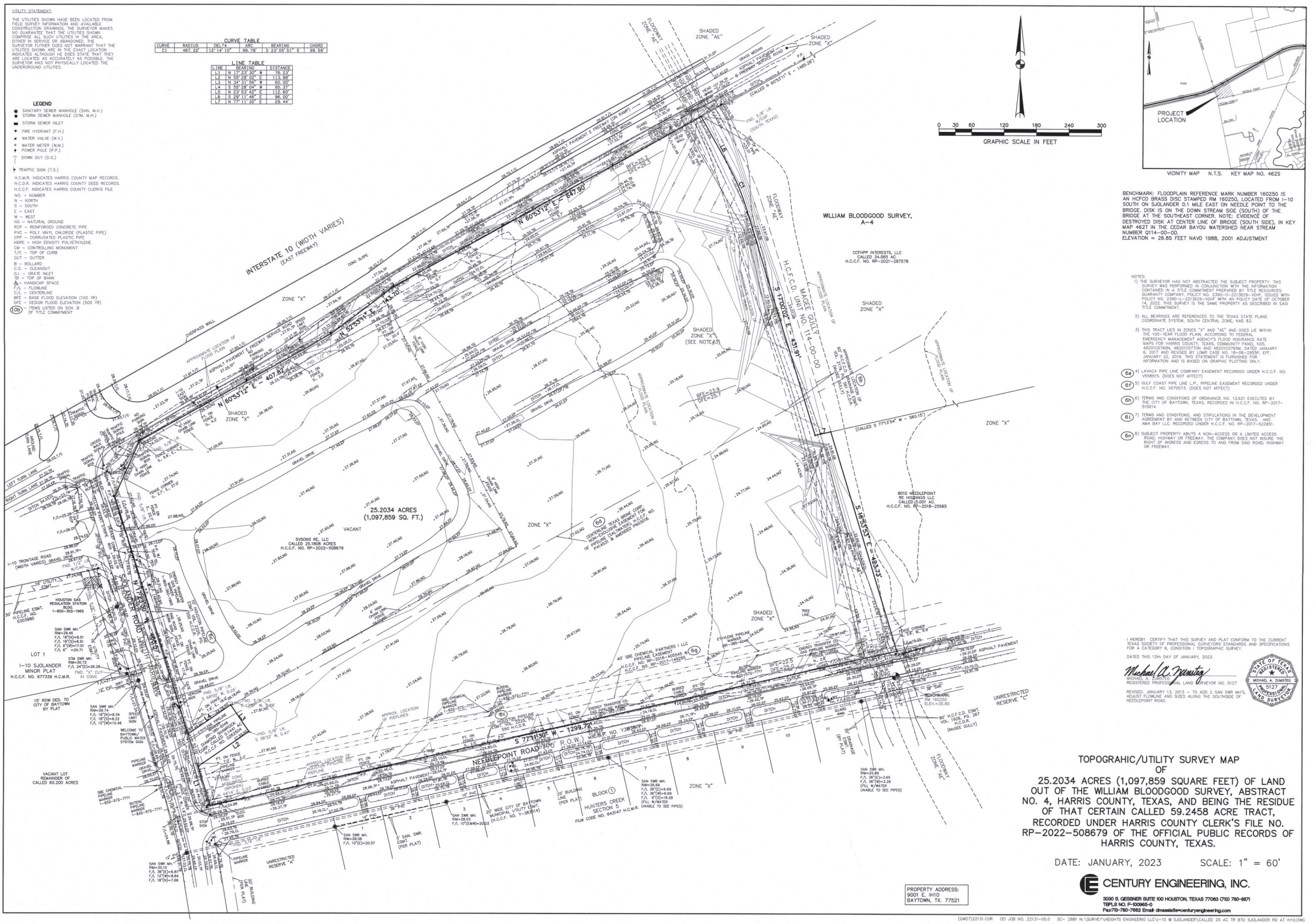
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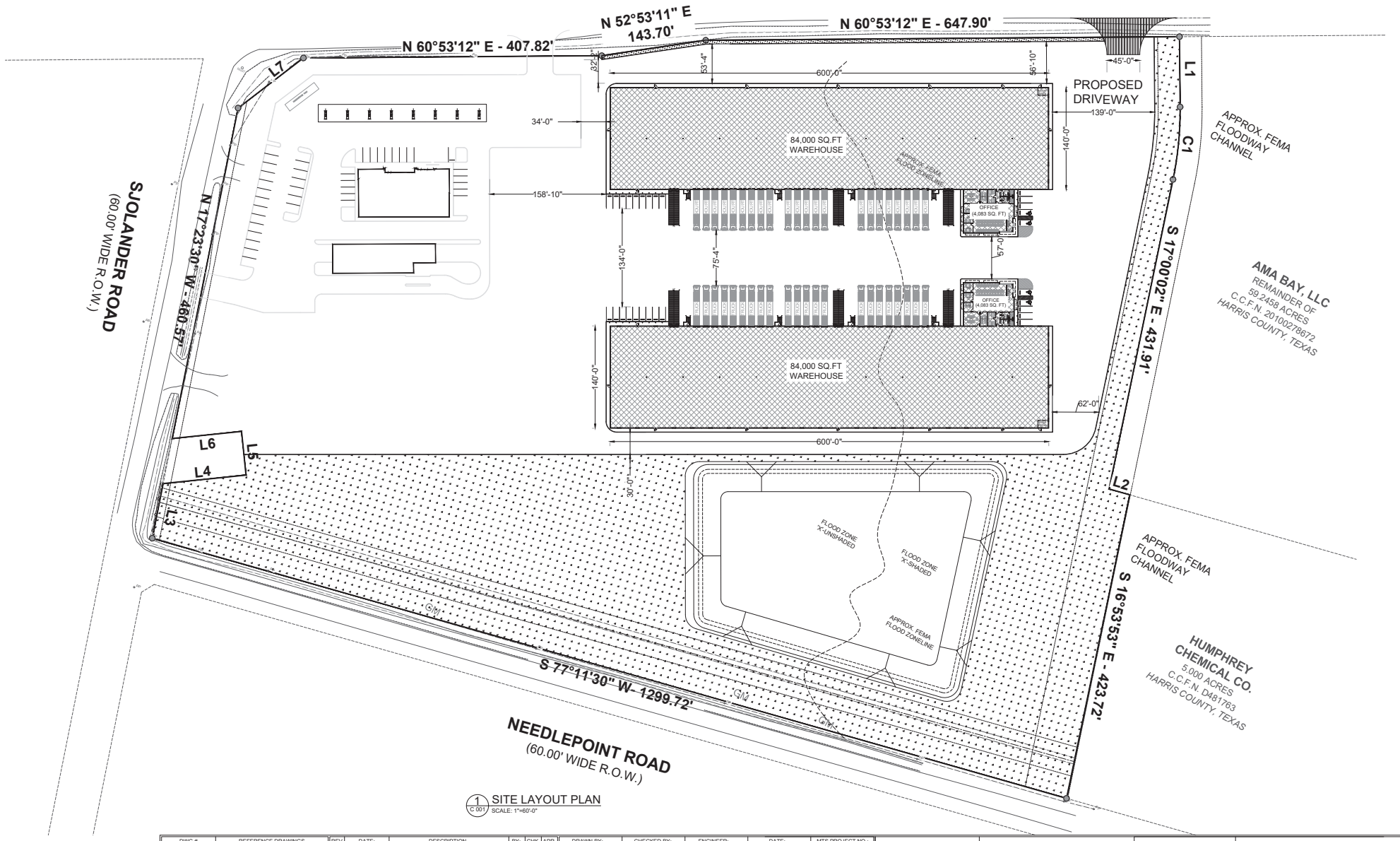

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281–556–6918 FAX 281–556–9331
Firm Number: 10046400


Copyright 2021 South Texas Surveying Associates, Inc.

K:\COMRES 2021\1175–21.DWG (TN.)

**JOB NO: 1175-21**


UTILITY STATEMENT:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND AVAILABLE CONSTRUCTION DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
CURVE TABLE
CURVE | RADIUS | DELTA | ARC | BEARING | CHORD
C1 | 467.22' | 12° 14' 10" | 99.78' | S 23°05'51" E | 99.59'
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N 13° 23' 30" E | 76.23'
L2 | N 55° 29' 00" E | 113.88'
L3 | N 34° 31' 58" W | 60.00'
L4 | S 55° 29' 04" W | 95.37'
L5 | N 23° 53' 48" E | 112.60'
L6 | S 39° 11' 45" E | 96.00'
L7 | N 77° 11' 30" E | 29.44'
LEGEND
SANITARY SEWER MANHOLE (SAN. M.H.)
STORM SEWER MANHOLE (STM. M.H.)
STORM SEWER INLET
FIRE HYDRANT (F.H.)
WATER VALVE (W.V.)
WATER METER (W.M.)
POWER POLE (P.P.)
DOWN GUY (D.G.)
TRAFFIC SIGN (T.S.)
H.C.M.R. INDICATES HARRIS COUNTY MAP RECORDS.
H.C.D.R. INDICATES HARRIS COUNTY DEED RECORDS.
H.C.C.F. INDICATES HARRIS COUNTY CLERKS FILE
NO. – NUMBER
N – NORTH
S – SOUTH
E. – EAST
W – WEST
NG – NATURAL GROUND
RCP – REINFORCED CONCRETE PIPE
PVC – POLY VINYL CHLORIDE (PLASTIC PIPE)
CPP – CORRUGATED PLASTIC PIPE
HDPE – HIGH DENSITY POLYETHYLENE
CM – CONTROLLING MONUMENT
T/C – TOP OF CURB
GUT – GUTTER
B – BOLLARD
C.O. – CLEANOUT
G.I. – GRATE INLET
TB – TOP OF BANK
HANDICAP SPACE
F/L – FLOWLINE
C/L – CENTERLINE
BFE – BASE FLOOD ELEVATION (100 YR)
DFE – DESIGN FLOOD ELEVATION (500 YR)
10b ITEMS LISTED ON SCH. B OF TITLE COMMITMENT
0 30 60 120 180 240 300
GRAPHIC SCALE IN FEET
PROJECT LOCATION
VICINITY MAP N.T.S. KEY MAP NO. 462S
BENCHMARK: FLOODPLAIN REFERENCE MARK NUMBER 160250 IS AN HCFCD BRASS DISC STAMPED RM 160250, LOCATED FROM I-10 SOUTH ON SJOLANDER 0.1 MILE EAST ON NEEDLE POINT TO THE BRIDGE. DISK IS ON THE DOWN STREAM SIDE (SOUTH) OF THE BRIDGE AT THE SOUTHEAST CORNER. NOTE: EVIDENCE OF DESTROYED DISK AT CENTER LINE OF BRIDGE (SOUTH SIDE), IN KEY MAP 462T IN THE CEDAR BAYOU WATERSHED NEAR STREAM NUMBER Q114-00-00.
ELEVATION = 26.85 FEET NAVD 1988, 2001 ADJUSTMENT
NOTES:
1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH THE INFORMATION CONTAINED IN A TITLE COMMITMENT PREPARED BY: TITLE RESOURCES GUARANTY COMPANY, POLICY NO. 2390-0-2213629-WGHF, ISSUED WITH POLICY NO. 2390-U-2213629-WGHF WITH AN POLICY DATE OF OCTOBER 14, 2022. THIS SURVEY IS THE SAME PROPERTY AS DESCRIBED IN SAID TITLE COMMITMENT.
2) ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
3) THIS TRACT LIES IN ZONES "X" AND "AE" AND DOES LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NOS. 48201C0760N, 48201C0770N AND 48201C0765M, DATED JANUARY 6, 2017 AND REVISED BY LOMR CASE NO. 18-06-2955P, EFF. JANUARY 22, 2019. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.
6e 4) LAVACA PIPE LINE COMPANY EASEMENT RECORDED UNDER H.C.C.F. NO. V558515. (DOES NOT AFFECT)
6f 5) GULF COAST PIPE LINE L.P., PIPELINE EASEMENT RECORDED UNDER H.C.C.F. NO. N707673. (DOES NOT AFFECT)
6h 6) TERMS AND CONDITIONS OF ORDINANCE NO. 13,621 EXECUTED BY THE CITY OF BAYTOWN, TEXAS, RECORDED IN H.C.C.F. NO. RP-2017-515614.
6l 7) TERMS AND CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF BAYTOWN, TEXAS, AND AMA BAY LLC. RECORDED UNDER H.C.C.F. NO. RP-2017-522951.
6n 8) SUBJECT PROPERTY ABUTS A NON-ACCESS OR A LIMITED ACCESS ROAD, HIGHWAY OR FREEWAY. THE COMPANY DOES NOT INSURE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID ROAD, HIGHWAY OR FREEWAY.
INTERSTATE 10 (WIDTH VARIES)
(EAST FREEWAY)
N 60°53'12" E - 647.90'
N 60°53'12" E - 407.85'
N 60°53'12" E - 143.70'
S 17°00'02" E - 431.91'
S 16°55'55" E - 483.73'
S 77°11'30" W - 1298.21'
WILLIAM BLOODGOOD SURVEY, A-4
H.C.F.C.D. UNIT# MAGEE GULLY NO. 114-00-00
CCHIPP INTERESTS, LLC CALLED 34.065 AC H.C.C.F. NO. RP-2021-287578
SVSONS RE, LLC CALLED 25.1809 ACRES H.C.C.F. NO. RP-2022-508679
8010 NEEDLEPOINT RE HOLDINGS LLC CALLED 5.001 AC. H.C.C.F. NO. RP-2018-25565
25.2034 ACRES (1,097,859 SQ. FT.)
VACANT
LOT 1 I-10 SJOLANDER MINOR PLAT H.C.C.F. NO. 677339 H.C.M.R.
VACANT LOT REMAINDER OF CALLED 60.200 ACRES
NEEDLEPOINT ROAD (VARIABLE WIDTH R.O.W.)
SJOLANDER ROAD (VARIABLE WIDTH R.O.W.)
I-10 FRONTAGE ROAD (WIDTH VARIES)
HUNTERS CREEK SECTION 5 FILM CODE NO. 643147 H.C.M.R.
BLOCK 1
UNRESTRICTED RESERVE "A"
UNRESTRICTED RESERVE "C"
ZONE "X"
SHADED ZONE "X"
SHADED ZONE "AE"
FLOODWAY ZONE "AE"
FLOODWAY ZONE "AE"
SHADED ZONE "X" (SEE NOTE 3)
PROPERTY ADDRESS: 9001 E. IH10 BAYTOWN, TX. 77521
I HEREBY CERTIFY THAT THIS SURVEY AND PLAT CONFORM TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 6, CONDITION I TOPOGRAPHIC SURVEY.
DATED THIS 13th DAY OF JANUARY, 2023.
MICHAEL A. ZUMSTEG
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5127
STATE OF TEXAS REGISTERED MICHAEL A ZUMSTEG 5127 PROFESSIONAL LAND SURVEYOR
REVISED: JANUARY 13, 2023 - TO ADD 2 SAN SWR MH'S, ADJUST FLOWLINE AND SIZES ALONG THE SOUTHSIDE OF NEEDLEPOINT ROAD.
TOPOGRAHIC/UTILITY SURVEY MAP OF 25.2034 ACRES (1,097,859 SQUARE FEET) OF LAND OUT OF THE WILLIAM BLOODGOOD SURVEY, ABSTRACT NO. 4, HARRIS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT CERTAIN CALLED 59.2458 ACRE TRACT, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. RP-2022-508679 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.
DATE: JANUARY, 2023 SCALE: 1" = 60'
CENTURY ENGINEERING, INC.
3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063 (713) 780-8871
TBPLS NO. F-100965-0
Fax713-780-7662 Email dmassiate=centuryengineering.com
(GW27)22131.COR CEI JOB NO. 22131-00.0 SC- 2881 N:\SURVEY\HEIGHTS ENGINEERG LLC\I-10 @ SJOLANDER\CALLED 25 AC TR BTU SJOLANDER RD AT H10.DWG




1 C 001 SITE LAYOUT PLAN
SCALE: 1"=60'-0"

| DWG # | REFERENCE DRAWINGS | REV. | DATE: | DESCRIPTION | BY: | CHK | APR |
|---|---|---|---|---|---|---|---|
| | | 0 | 02/09/2026 | ISSUED FOR PERMIT | MI | MM | GM |

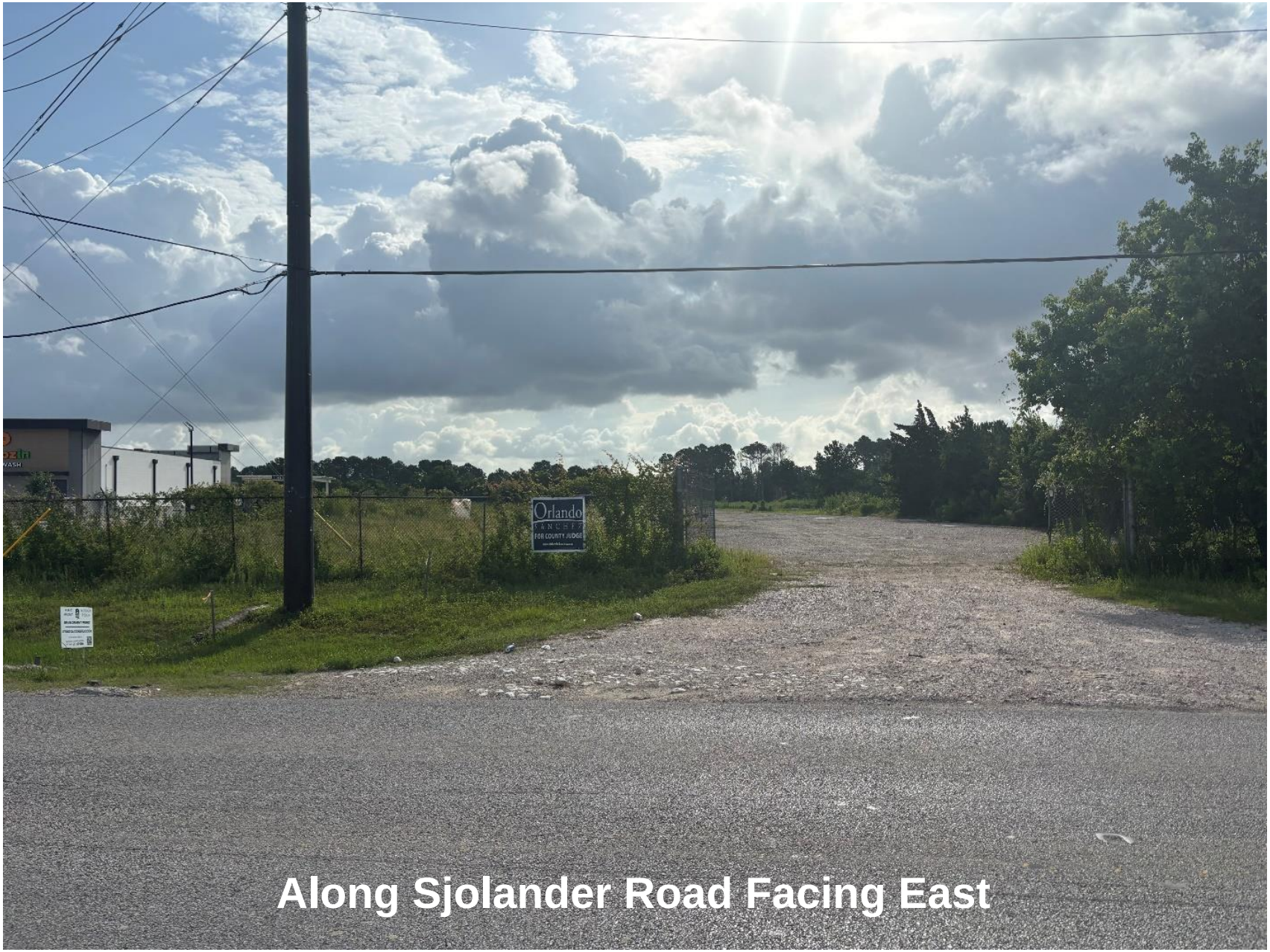
| DRAWN BY: | CHECKED BY: | ENGINEER: | DATE: | MTS PROJECT NO.: |
|---|---|---|---|---|
| MI | MM | GM | 02/09/2026 | 26008 |

| SCALE: | DRAWING TITLE: | DRAWING NUMBER: | REV. |
|---|---|---|---|
| 1"=60'-0" | SITE LAYOUT PLAN | C001 | 0 |

**SWIFT @ SJOLANDER**
**9001 I-10 EAST BAYTOWN, TX**

MTS ARCHITECTS & ENGINEERS
MOBILITY TRANSPARENCY SUSTAINABILITY

**MTS ENGINEERING & DESIGN**
9950 WESTPARK DR. SUITE #426
HOUSTON TEXAS 77063
(281) 404-4438 (281) 253-4849
**FIRM NO. 18844**




Along Sjolander Road Facing East




Along Sjolander Road Facing South




**Along Sjolander Road**
**Facing North**




**Along E IH 10**
**Facing East**


PUBLIC HEARING
AUDIENCIA PUBLICA
DEVELOPMENT PERMIT
AVISO DE CONSTRUCCIÓN
FOR MORE INFO:
baytown.org/devtpermit
OR CALL 281-420-5396
Along E IH 10
Facing West




# Zoning Map Amendment

## *Proposed Zoning Map*

8000 E IH 10

Approx. 25.2033 acres

*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: 07/21/2026




# Zoning Map Amendment

## *Current Zoning Map*

8000 E IH 10

Approx. 25.2033 acres

*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: 7/21/2026




# Zoning Map Amendment

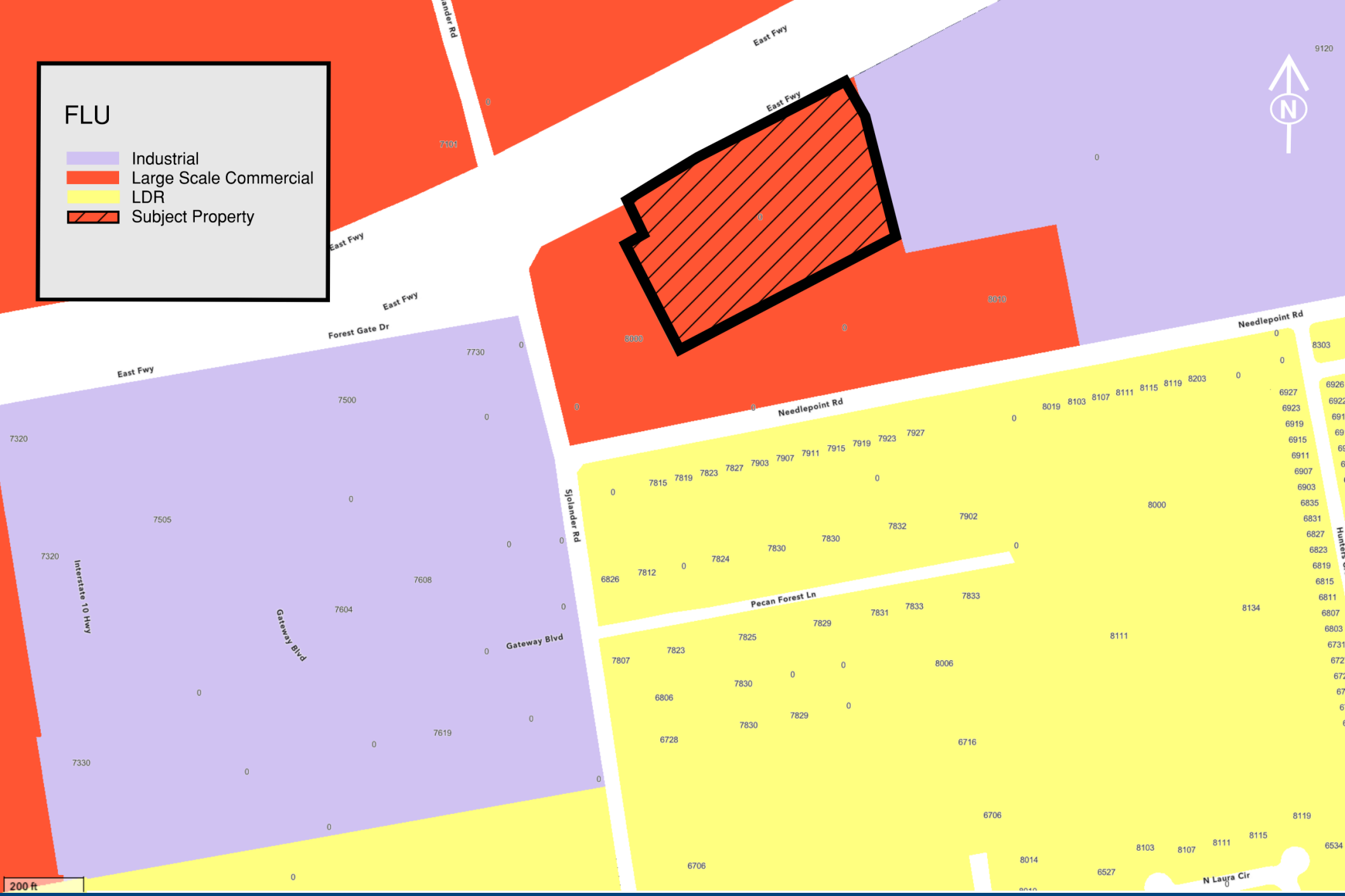
*Vicinity Map*

8000 E IH 10

Approx. 25.2033 acres

*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: 7/21/2026




# Zoning Map Amendment

## *Future Land Use Map*

8000 E IH 10

Approx. 25.2033 acres

*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: 7/21/2026

# City of Baytown

## Planning and Zoning Commission

## Report to City Council

**DATE:** August 27, 2026
**TO:** City Council
**FROM:** Planning and Zoning Commission

**RE:** Zoning Map Amendment from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

**Requested Action:** An amendment to the official zoning map to rezone approximately 11.00 acres from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District

**Applicant:** Midstream & Terminal Services, LLC

**Staff Planner:** Talbert Jackson, Senior Planner

**Public Notification:** On July 8, 2026, notice was published in the *Baytown Sun*; on July 8, 2026, notice was posted on the City of Baytown website and at City Hall; on July 8, 2026, signs were posted on the subject property; and 25 notices were mailed to property owners within 300 feet of the subject property on July 8, 2026 and August 11, 2026.

**Subject Property:** Approximately 11.00 acres, located at 8000 E IH 10, Harris County, Texas, (Harris Parcel Number(s) 1475360010002). Applicant submitted for 25.2033 acres, but decided to reduce to subject property size of 11 acres prior to Planning and Zoning Commission meeting.

### Parcel Information:

**Current Use**: Vacant
**Proposed Use:** Warehouse Development
**Future Land Use (FLU)**: Large-Scale Commercial

### Adjacent Parcel Information:

**North:** Freeway Commercial (FC)
**South:** Freeway Commercial (FC), General Commercial (GC), and Suburban Residential (SR)
**East:** Light Industrial (LI)
**West:** Freeway Commercial (FC)




*Vicinity Map*




*Current Zoning Map*




*FLU Map*




*Proposed Zoning Map*

**Staff Analysis:**
The applicant is requesting to rezone the subject property from the Freeway Commercial (FC) zoning district to the Light Industrial (LI) zoning district to support approximately 168,000 square-feet of warehouse development.

The proposed rezoning to the Light Industrial (LI) shall require development standards of the Unified Land Development Code (ULDC) such as, but not limited to landscape bufferyards from surrounding zoning districts of differing zoning classifications, per Table 3.43-1 and Table 3.43-2 of the ULDC illustrated in Figure 1. Figure 1 shows bufferyard classification B will be required for adjacent properties of the Freeway Commercial (FC) zoning district designation. Additionally, Figure 1 illustrates bufferyard type B design types and required measurements.

**Table 3.43-1,**
**District Bufferyard Standards**

| Zoning of Property Proposed for Development | Zoning of Adjoining District | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | ER | SR | MR, UR, AR | MUN, DTA, SJ | NC | GC, FC | LI | HI | OR |
| ER | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| SR | A | -- | -- | -- | -- | -- | -- | -- | A |
| MR, UR, AR | A | A | -- | -- | -- | -- | -- | -- | A |
| MUN, DTA, SJ | A | A | A | -- | -- | -- | -- | -- | B |
| NC | A | A | A | -- | -- | -- | -- | -- | B |
| GC, FC | B | B | B | B | A | -- | -- | -- | B |
| LI | C | C | C | C | C | B | -- | -- | C |
| HI | Adjacency not Permitted | | | | | D | B | -- | Adjacency not Permitted |
| OR | -- | -- | -- | -- | -- | -- | -- | -- | -- |

**Table 3.43-2,**
**District Bufferyard Type Specifications and Illustrations**

| Bufferyard Type | Width (Structural / Natural) (A) | Required Plantings per 100 Linear Feet (B) (Structural / Natural) | | | | Height of Wall, or Fence / Berm (C) |
|---|---|---|---|---|---|---|
| | | Large | Small | Evergreen | Shrubs | |
| B | 20' / 30' | 2 / 4 | 4 / 8 | N/A | 15 / 20 | $6'^{2}$ / 4' |

**Structural Type B Bufferyard Illustration**




**Natural Type B Bufferyard Illustration**

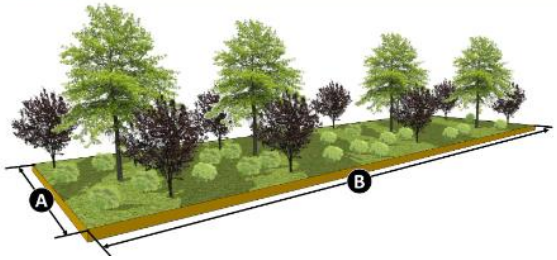
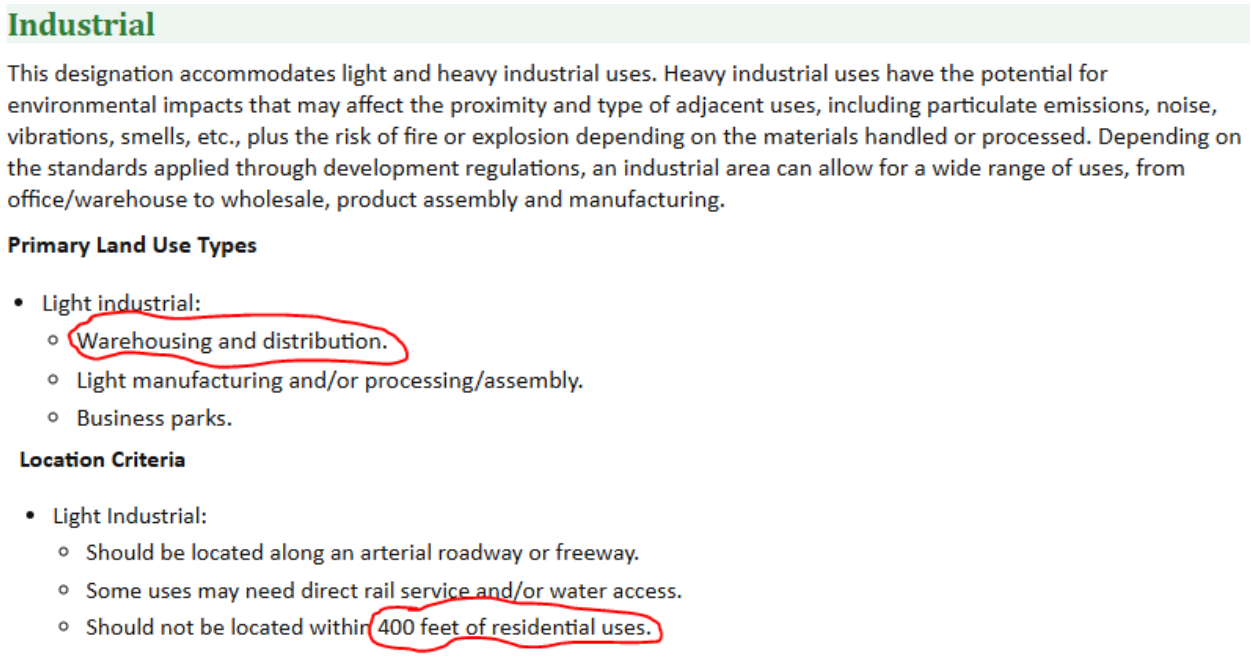



*FIGURE 1: District Bufferyard*

The proposed zoning map amendment of the subject property to Light Industrial is within 400 feet (approximately 330 feet) of residential uses, which conflicts with the location criteria of light industrial uses as described in the Comprehensive Plan, illustrated in Figure 2.



## Industrial

This designation accommodates light and heavy industrial uses. Heavy industrial uses have the potential for environmental impacts that may affect the proximity and type of adjacent uses, including particulate emissions, noise, vibrations, smells, etc., plus the risk of fire or explosion depending on the materials handled or processed. Depending on the standards applied through development regulations, an industrial area can allow for a wide range of uses, from office/warehouse to wholesale, product assembly and manufacturing.

**Primary Land Use Types**

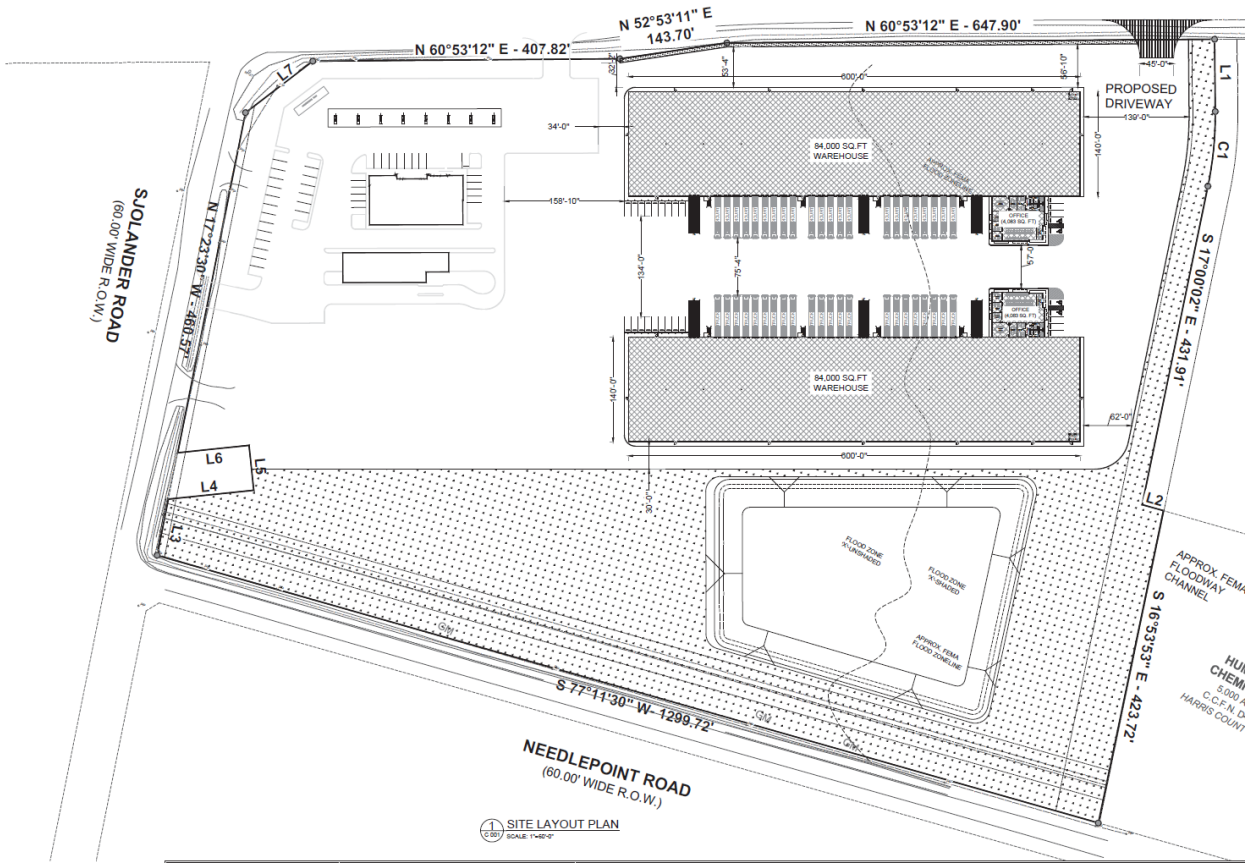
- Light industrial:
  - Warehousing and distribution.
  - Light manufacturing and/or processing/assembly.
  - Business parks.

**Location Criteria**

- Light Industrial:
  - Should be located along an arterial roadway or freeway.
  - Some uses may need direct rail service and/or water access.
  - Should not be located within 400 feet of residential uses.

*FIGURE 2: Comprehensive Plan Light Industrial Criteria*

The subject site is proposed to be accessible to public right-of-way along Interstate Highway 10, which is along the northern property line, illustrated in Figure 3. The driveway is proposed adjacent to McGee Gully which traverses the eastern property line from north to south. Sjolander Road, located to the west of the subject site is classified as a major arterial roadway. The proposed site plan does not appear to suggest truck traffic associated with warehousing will utilize Sjolander Road for ingress/egress. The access along Sjolander Road is directly associated with the existing gas station, convenience store, and car wash.




*Site Plan*

*FIGURE 3: Conceptual Site Plan*

Development standards of the Light Industrial (LI) zoning district, located within subsection 2.23-5 of the ULDC, are illustrated in Figure 4.

| 6. LI Dimensions | | |
|---|---|---|
| | | Nonresidential |
| | **Gross Density** | |
| | Maximum Dwellings per acre | N/A |
| | **Civic and Open Space** | |
| | Minimum Civic and Open Space Requirement | 15% |
| | **Lot Dimensions** | |
| A | Minimum Lot Area<br>Commercial Building<br>Industrial Building<br>Other Permitted Uses | 20,000 SF |
| B | Minimum Lot Width<br>Commercial Building<br>Industrial Building<br>Other Permitted Uses | 60 ft. |
| | **Lot Coverage** | |
| | Maximum Lot Coverage<br>Commercial<br>Industrial Building<br>Other Permitted Uses | 90% |
| | **Building Height** | |
| C | Maximum Building Height[1]<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 50 ft. |
| | **Building Setbacks** | |
| D | Front (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 50 ft. |
| E | Street Side (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 25 ft. |
| F | Interior Side (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 5 ft. |
| G | Rear (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 20 ft. |

**TABLE NOTES**:
SF = Square Feet; ft. = Feet

1. The methodology for measuring Maximum Building Height ("C") as presented in the illustration in Table 7, below, will be dependent upon roof type. Refer to Sec. 2.41, *Measurements*, for specific methods of measuring building height.

*FIGURE 4: Light Industrial (LI) Dimensional Standards*

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

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.**
   The proposed map amendment to rezone the subject property from Freeway Commercial (FC) to the Light Industrial (LI) zoning district shall cause for the requirements of the Comprehensive Plan to be bypassed to allow a Light Industrial zoning district to be established within 400 feet of residential uses.

2. **Conforms to any associated prior approval for the development.**
   There are no prior approvals for the subject property.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is not consistent with Comprehensive Plan's Future Land Use Map. The subject property's future land use designation is Large Scale Commercial.

Additionally, the proposed zoning district will be less than 400 feet away from the residential uses located to the south. Figure 2 - Comprehensive Plan Light Industrial Criteria is provided above that illustrates the distance requirement as well as the proposed use of warehousing and distribution being classified as light industrial.

4. **Promotes the purposes of the ULDC.**
The purposes of the Unified Land Development Code (ULDC) provided in Section 1.12 of the ULDC provides the following criteria that the proposed rezoning *does not* align with as it relates to the Comprehensive Plan:

B. **Quality of Life**. Protect the quality of life of City residents, business owners, employees, and visitors by:
4. Protecting the character and stability of agricultural, residential, institutional, commercial, industrial, and natural areas

E. **Stability**. Promote the stability of existing land uses that conform with the Comprehensive Plan and protect the existing land uses from inharmonious influences and harmful intrusions.

The proposed map amendment as it relates to the Comprehensive Plan's Future Land Use does not align with the aforementioned criteria of the ULCD for proposed zoning map amendments as it promotes light industrial development within close proximity of residential property.

5. **Provides adequate infrastructure.**
Future permitting applications will require adequate infrastructure should additional infrastructure be deemed necessary to support future proposed projects.

6. **Is compatible with surrounding area.**
The surrounding area consists of Freeway Commercial (FC), Light Industrial (LI), Suburban Residential (SR), and General Commercial (GC). It is not compatible with the surrounding area's residential development.

7. **Advances normal and orderly development and improvement of the surrounding properties.**
The proposed zoning map amendment does not align with the orderly development established by the Comprehensive Plan's Future Land Use Map.

8. **There are changed conditions on the subject property or in its vicinity.**
The subject property is adjacent to an existing gas station, convenience store, car wash development within the existing Freeway Commercial (FC) zoning district that was established in 2022 changing the zoning district from General Commercial (GC) to Freeway Commercial (FC).

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
The proposed zoning map amendment to Light Industrial (LI) is not supported by the Comprehensive Plan's distance requirement from residential property.

10. **Addresses community need.**

The proposed zoning map amendment to Light Industrial (LI) is not supported by the Comprehensive Plan's distance requirement from residential property.

**Staff Recommendation:**
Staff recommends denial of the proposed zoning map amendment from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District.

## Commission Recommendation:

The Commission recommended **denial** of the proposed zoning map amendment from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District on Tuesday, July 21, 2026.

Donna Wintrey, Chairman
Planning and Zoning Commission
City of Baytown, Texas

CITY COUNCIL MEETING 5. h.

**Meeting Date:** 08/27/2026
**Subject:** Zoning Map Amendment from Freeway Commercial (FC) to Light Industrial (LI) at 8000 East Interstate Highway 10
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Talbert Jackson, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 11.00 acres of land, located on the south side of Interstate Highway 10 east of Sjolander Road, at 8000 East Interstate Highway 10, from the Freeway Commercial (FC) Zoning District to a Light Industrial (LI) Zoning District.

### PREFACE

The applicant is requesting to rezone approximately 11.00 acres of land located at 8000 East Interstate Highway 10. The property is legally described as Tract 2 Abstract 4 William Bloodgood Survey, Harris County, Texas. The request is to change the zoning from Freeway Commercial (FC) to Light Industrial (LI) to allow for approximately 168,000 square feet of warehouse development.

## Fiscal Impact

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

## Attachments

Ordinance
Exhibit A
Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 11.00 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF EAST INTERSTATE HIGHWAY 10 AND EAST OF SJOLANDER ROAD, AT 8000 EAST INTERSTATE HIGHWAY 10, BAYTOWN, TEXAS 77521, LEGALLY DESCRIBED AS TRACT 2, ABSTRACT 4 WILLIAM BLOODGOOD SURVEY, HARRIS COUNTY, TEXAS, FROM FREEWAY COMMERCIAL (FC) TO A LIGHT INDUSTRIAL (LI) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

**********

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

Section 1: That the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to effectuate zoning district changes for approximately 11.00 acres generally located on the south side of East Interstate Highway10 and east of Sjolander Road, at 8000 East Interstate Highway 10, Baytown, Texas 77521, legally described as Tract 2, Abstract 4 William Bloodgood Survey, Harris County, Texas, from Freeway Commercial (FC) Zoning District to a Light Industrial (LI) Zoning District. The amended portion of the official zoning map is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

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

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

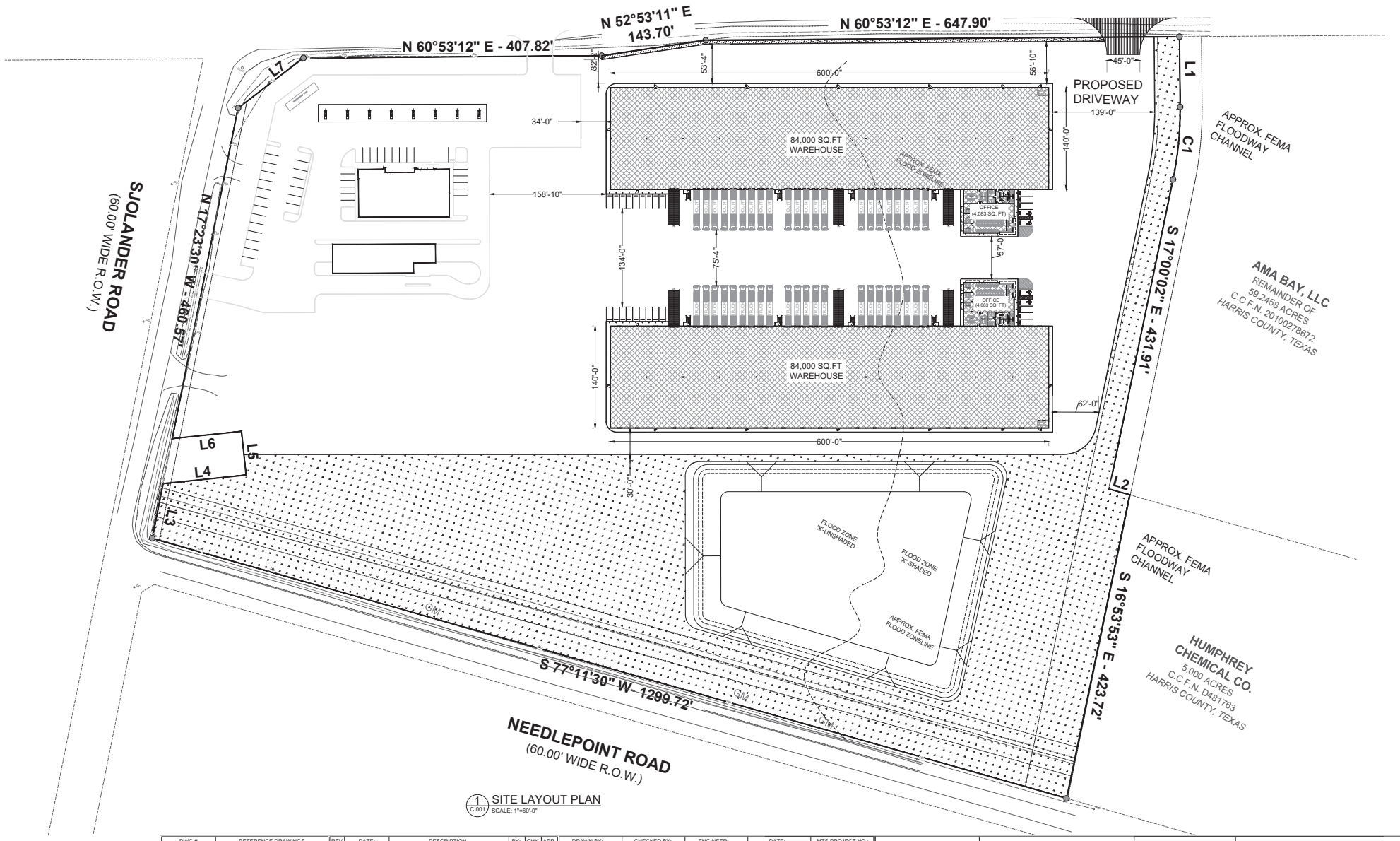
_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney




1 C 001 SITE LAYOUT PLAN
SCALE: 1"=60'-0"

| DWG # | REFERENCE DRAWINGS | REV. | DATE: | DESCRIPTION | BY: | CHK | APR |
|---|---|---|---|---|---|---|---|
| | | 0 | 02/09/2026 | ISSUED FOR PERMIT | MI | MM | GM |

| DRAWN BY: | CHECKED BY: | ENGINEER: | DATE: | MTS PROJECT NO.: |
|---|---|---|---|---|
| MI | MM | GM | 02/09/2026 | 26008 |

| SCALE: | DRAWING TITLE: | DRAWING NUMBER: | REV. |
|---|---|---|---|
| 1"=60'-0" | SITE LAYOUT PLAN | C001 | 0 |

**SWIFT @ SJOLANDER**
**9001 I-10 EAST BAYTOWN, TX**

MTS ARCHITECTS & ENGINEERS
MOBILITY TRANSPARENCY SUSTAINABILITY

**MTS ENGINEERING & DESIGN**
9950 WESTPARK DR. SUITE #426
HOUSTON TEXAS 77063
(281) 404-4438 (281) 253-4849
**FIRM NO. 18844**

GRAPHIC SCALE

100 0 50 100 200 400

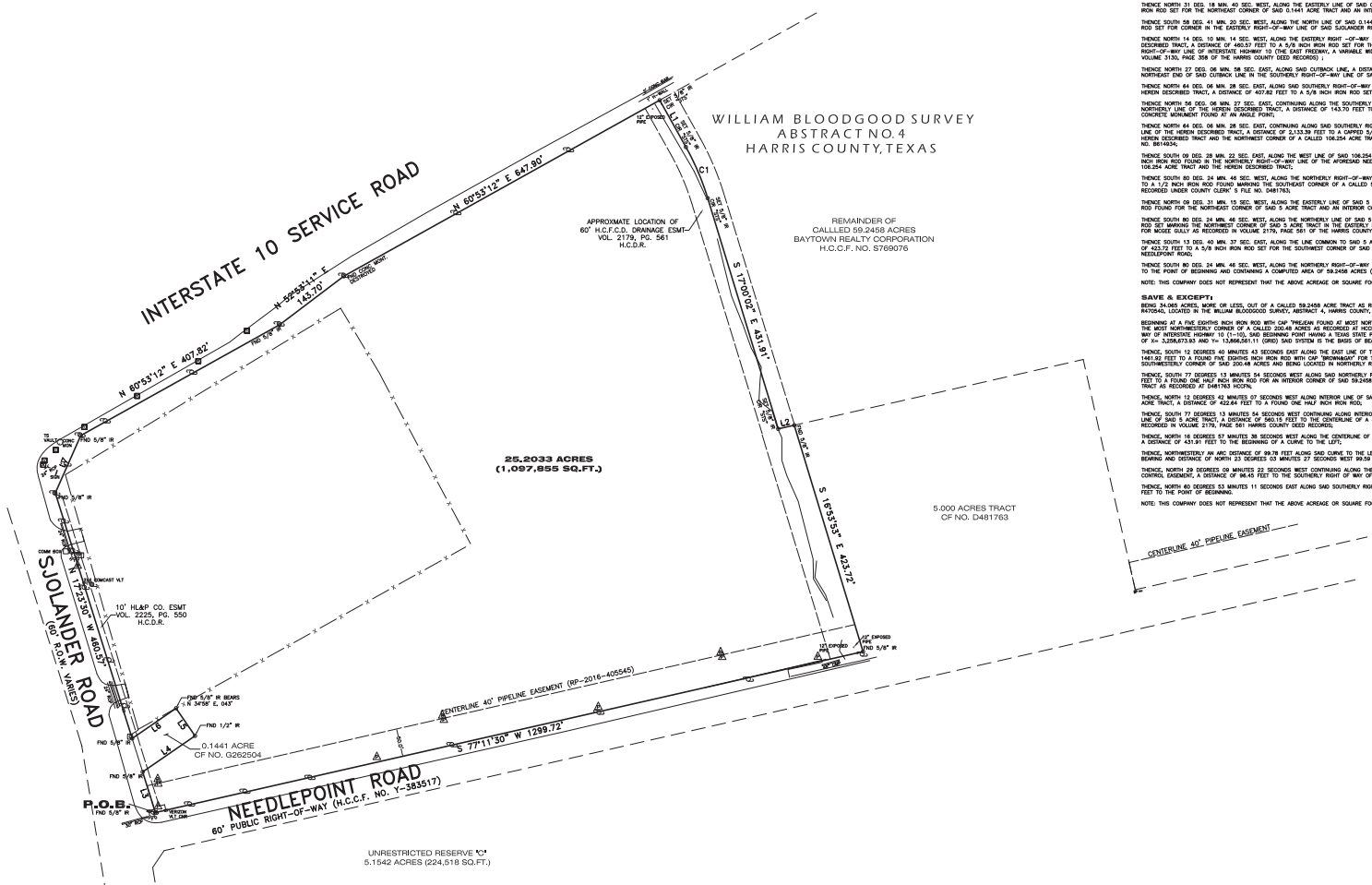
( IN FEET )
1 inch = 100 ft.

NORTH

**LEGEND:**
AC – AERIAL EASEMENT
BL – BUILDING LINE
BLDG – BUILDING
ESMT – EASEMENT
FND – FOUND
HL&P – HOUSTON LIGHTING & POWER
IP – IRON PIPE
IR – IRON ROD
CIR – CAPPED IRON ROD
"STS" – STAMPED SOUTH TEXAS SURVEYING
HCCF – HARRIS COUNTY CLERKS FILE
HCDR – HARRIS COUNTY DEED RECORDS
HCMR – HARRIS COUNTY MAP RECORDS
POB – POINT OF BEGINNING
POC – POINT OF COMMENCING
PG – PARKING SPACES
ROW – RIGHT OF WAY
SQ. FT. – SQUARE FEET
UE – UTILITY EASEMENT
–x– BARBED WIRE FENCE
–o– CHAIN LINK FENCE
– CONCRETE
COVERED CONCRETE
–E– OVERHEAD ELECTRIC LINES
–o– WOOD FENCE
–v– WROUGHT IRON FENCE
– GUY WIRE
– CATCH BASIN
– CABLE BOX
– ELECTRIC BOX
– ELECTRIC MH
– FIRE HYDRANT
– FIBER OPTIC MARKER
– FLAG POLE
– GAS METER
– GAS VALVE
– CURB INLET
– LIGHT POLE
– MANHOLE
– MONITORING WELL
– PIPELINE MARKER
– POWER POLE
– SERVICE POLE
– SANITARY MANHOLE
– STORM MANHOLE
– TELEPHONE PEDESTAL
– TRANSFORMER
– TRAFFIC SIGNAL BOX
– TRAFFIC SIGNAL POLE
– UNDERGROUND CABLE MARKER
– WATER WELL
– WATER METER
– WATER VALVE
– BENCHMARK

| LINE TABLE | | |
|---|---|---|
| L# | BEARING | DISTANCE |
| L1 | S 29°11'46" E | 96.00' |
| L2 | N 77°11'30" E | 29.44' |
| L3 | N 17°23'30" W | 76.23' |
| L4 | N 55°28'02" E | 113.88' |
| L5 | N 34°31'56" W | 60.00' |
| L6 | S 55°28'04" W | 95.37' |
| L7 | N 23°53'42" E | 112.60' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| C# | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 467.22' | 12°14'10" | 99.78' | S 23°05'51" E | 99.59' |




**NOTES:**
1. BEARING BASIS IS G.P.S. OBSERVATION TEXAS SOUTH CENTRAL, GEOID 18, NAD 83 WITH A BEARING OF S 77°11'30" W, ALONG THE NORTH R.O.W. LINE OF NEEDLEPOINT ROAD.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY. EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. CTH–COM–CTT21743831 OF CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: MAY 23, 2021, ISSUED DATE: JUNE 7, 2002.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED, IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2021. ALL RIGHTS RESERVED.

**FLOOD NOTE:**

PROPERTY LIES WITHIN FLOOD ZONE ___0000___, ACCORDING TO F.I.R.M. MAP NO. ___0000 0000___, DATE __00-00-00__, BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

**LEGAL DESCRIPTION**

A TRACT OR PARCEL OF LAND CONTAINING APPROXIMATELY 25 ACRES OUT OF AN 59.2458 ACRE TRACT OF LAND CONVEYED TO AMA BAY, LLC, A TEXAS LIMITED LIABILITY COMPANY BY DEED DATED JUNE 14, 2010, RECORDED JUNE 30, 2010 UNDER CLERK'S FILE NO. 20100278672, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS SAVE AND EXCEPT ALL THAT PORTION OF LAND CONVEYED TO CCHMP INTEREST, LLC, A TEXAS LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED RECORDED UNDER CLERK'S FILE NO. RP–2021–287578, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS, SAID 59.2458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION TO BE FURNISHED:

DESCRIPTION OF A 59.2458 ACRE (2,580,748 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM BLOODGOOD SURVEY, ABSTRACT NO. 4, HARRIS COUNTY, TEXAS, BEING THE RESIDUE OF A CALLED 362.658 ACRE TRACT DESCRIBED IN DEED INTO GULF OIL CORPORATION AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO(S). B455829 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH BEARINGS REFERENCED TO THE DESCRIPTION OF A CALLED 200.4460 ACRE TRACT OF LAND (REFERRED TO AS TRACT 2) AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO(S). R470540):

BEGINNING AT A 5/8 INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE EASTERLY RIGHT–OF–WAY LINE OF SJOLANDER ROAD (BASED ON A CALLED WIDTH OF 60 FEET) WITH THE NORTHERLY RIGHT–OF–WAY LINE OF NEEDLEPOINT ROAD (BASED ON A WIDTH OF 60 FEET PER DEED RECORDED IN VOLUME 304, PAGE 65, OF THE HARRIS COUNTY DEED RECORDS) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 14 DEG. 10 MIN. 14 SEC. WEST, ALONG SAID EASTERLY RIGHT –OF–WAY LINE OF SJOLANDER ROAD, A DISTANCE OF 76.23 FEET TO A 5/8 INCH IRON ROD SET FOR SOUTHWEST CORNER OF A CALLED 0.1441 ACRE TRACT DESCRIBED IN DEED INTO DIAMOND SHAMROCK CORP. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. G262504;

THENCE NORTH 58 DEG. 41 MIN. 18 SEC. EAST, ALONG THE SOUTHERLY LINE OF SAID 0.1441 ACRE TRACT, A DISTANCE OF 113.88 FEET TO A 5/8 INCH IRON ROD SET FOR THE MOST EASTERLY CORNER OF SAID 0.1441 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 31 DEG. 18 MIN. 40 SEC. WEST, ALONG THE EASTERLY LINE OF SAID 0.1441 ACRE TRACT, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 0.1441 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 58 DEG. 41 MIN. 20 SEC. WEST, ALONG THE NORTH LINE OF SAID 0.1441 ACRE TRACT, A DISTANCE OF 95.37 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER IN THE EASTERLY RIGHT–OF–WAY LINE OF SAID SAOLANDER ROAD FOR THE NORTHWEST CORNER OF SAID 0.1441 ACRE TRACT;

THENCE NORTH 14 DEG. 10 MIN. 14 SEC. WEST, ALONG THE EASTERLY RIGHT –OF–WAY LINE OF SAID SJOLANDER ROAD AND A WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 460.57 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST END OF A CUTBACK IN THE SOUTHERLY RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 10 (THE EAST FREEWAY, A VARIABLE WIDTH RIGHT–OF–WAY AS WIDENED IN INSTRUMENT OF RECORD IN VOLUME 3130, PAGE 358 OF THE HARRIS COUNTY DEED RECORDS) ;

THENCE NORTH 27 DEG. 08 MIN. 58 SEC. EAST, ALONG SAID CUTBACK LINE, A DISTANCE OF 112.60 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST END OF SAID CUTBACK LINE IN THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID INTERSTATE HIGHWAY 10;

THENCE NORTH 64 DEG. 06 MIN. 28 SEC. EAST, ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 10 AND A NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 407.82 FEET TO A 5/8 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 56 DEG. 08 MIN. 27 SEC. EAST, CONTINUING ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID INTERSTATE HIGHWAY 10 AND A NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 143.70 FEET TO A DISTURBED 4 INCH SQUARE TEXAS HIGHWAY DEPARTMENT CONCRETE MONUMENT FOUND AT AN ANGLE POINT;

THENCE NORTH 64 DEG. 06 MIN. 28 SEC. EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 10 AND A NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 2,133.39 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER OF A CALLED 106.254 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER COUNTY CLERK'S FILE NO. B818434;

THENCE SOUTH 09 DEG. 28 MIN. 22 SEC. EAST, ALONG THE WEST LINE OF SAID 106.254 ACRE TRACT, A DISTANCE OF 1,460.54 FEET TO A CAPPED 5/ 8 INCH IRON ROD FOUND IN THE NORTHERLY RIGHT–OF–WAY LINE OF THE AFORESAID NEEDLEPOINT ROAD FOR THE SOUTHERLY CORNER COMMON TO SAID 106.254 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 80 DEG. 24 MIN. 46 SEC. WEST, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF SAID NEEDLEPOINT ROAD, A DISTANCE OF 786.72 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5 ACRE TRACT DESCRIBED IN DEED INTO HUMPHREY CHEMICAL RECORDED UNDER COUNTY CLERK' S FILE NO. D481763;

THENCE NORTH 09 DEG. 31 MIN. 15 SEC. WEST, ALONG THE EASTERLY LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 422.64 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 5 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 80 DEG. 24 MIN. 46 SEC. WEST, ALONG THE NORTHERLY LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 530.71 FEET TO A 5/8 INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF SAID 5 ACRE TRACT IN THE EASTERLY LINE OF A HARRIS COUNTY FLOOD CONTROL DISTRICT EASEMENT FOR MCGEE GULLY AS RECORDED IN VOLUME 2179, PAGE 561 OF THE HARRIS COUNTY DEED RECORDS;

THENCE SOUTH 13 DEG. 40 MIN. 37 SEC. EAST, ALONG THE LINE COMMON TO SAID 5 ACRE TRACT AND SAID EASEMENT FOR MCGEE GULLY, A DISTANCE OF 423.72 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 5 ACRE TRACT IN THE NORTHERLY RIGHT–OF–WAY LINE OF SAID NEEDLEPOINT ROAD;

THENCE SOUTH 80 DEG. 24 MIN. 46 SEC. WEST, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF SAID NEEDLEPOINT ROAD, A DISTANCE OF 1,299.72 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 59.2458 ACRES (2,580,748 SQUARE FEET) OF LAND.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**SAVE & EXCEPT:**

BEING 34.065 ACRES, MORE OR LESS, OUT OF A CALLED 59.2458 ACRE TRACT AS RECORDED AT HARRIS COUNTY CLERK'S FILE NUMBER (HCCFN) R470540, LOCATED IN THE WILLIAM BLOODGOOD SURVEY, ABSTRACT 4, HARRIS COUNTY, TEXAS AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FIVE EIGHTHS INCH IRON ROD WITH CAP "PREJEAN FOUND AT MOST NORTHEASTERLY CORNER OF SAID 59.2458 ACRE TRACT ALSO BEING THE MOST NORTHWESTERLY CORNER OF A CALLED 200.46 ACRES AS RECORDED AT HCCFN V726885 AND BEING LOCATED IN THE SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10 (I–10), SAID BEGINNING POINT HAVING A TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) VALUE OF X= 3,258,673.93 AND Y= 13,866,561.11 (GRID) SAID SYSTEM IS THE BASIS OF BEARING;

THENCE, SOUTH 12 DEGREES 40 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID 200.46, A DISTANCE OF 1481.82 FEET TO A FOUND FIVE EIGHTHS INCH IRON ROD WITH CAP "BROWNAGE" FOR THE SOUTHEASTERLY CORNER OF SAID 59.2458 ACRES AND THE SOUTHWESTERLY CORNER OF SAID 200.46 ACRES AND BEING LOCATED IN NORTHERLY RIGHT OF WAY LINE NEEDLEPOINT ROAD;

THENCE, SOUTH 77 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE NEEDLEPOINT ROAD, A DISTANCE OF 786.72 FEET TO A FOUND ONE HALF INCH IRON ROD FOR AN INTERIOR CORNER OF SAID 59.2458 ACRES AND THE SOUTHEASTERLY CORNER OF A CALLED 5 ACRE TRACT AS RECORDED AT D481763 HCCFN;

THENCE, NORTH 12 DEGREES 42 MINUTES 07 SECONDS WEST ALONG INTERIOR LINE OF SAID 59.2458 ACRES AND THE EASTERLY EXTERIOR LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 422.64 FEET TO A FOUND ONE HALF INCH IRON ROD;

THENCE, SOUTH 77 DEGREES 13 MINUTES 54 SECONDS WEST CONTINUING ALONG INTERIOR LINE OF SAID 59.2458 ACRES AND THE NORTHERLY EXTERIOR LINE OF SAID 5 ACRE TRACT, A DISTANCE OF 560.15 FEET TO THE CENTERLINE OF A 80 FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT AS RECORDED IN VOLUME 2179, PAGE 561 HARRIS COUNTY DEED RECORDS;

THENCE, NORTH 16 DEGREES 57 MINUTES 38 SECONDS WEST ALONG THE CENTERLINE OF SAID 60 FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT, A DISTANCE OF 431.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, NORTHWESTERLY AN ARC DISTANCE OF 99.78 FEET ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 467.22 FEET AND A CORD BEARING AND DISTANCE OF NORTH 23 DEGREES 03 MINUTES 27 SECONDS WEST 99.59 FEET TO THE POINT OF TANGENCY;

THENCE, NORTH 29 DEGREES 09 MINUTES 23 SECONDS WEST CONTINUING ALONG THE CENTERLINE OF SAID 60 FOOT WIDE HARRIS COUNTY FLOOD CONTROL EASEMENT, A DISTANCE OF 96.45 FEET TO THE SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10;

THENCE, NORTH 60 DEGREES 53 MINUTES 11 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10, A DISTANCE OF 1485.28 FEET TO THE POINT OF BEGINNING.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**SURVEYOR'S CERTIFICATION**
TO: CHICAGO TITLE INSURANCE COMPANY
RAHIM MOMIN
AMA BAY, LLC, A TEXAS LIMITED LIABILITY COMPANY

I, hereby certify that this survey was made on the ground and completed on this 21st day of June 2021 and that this plat correctly represents the facts found at the time of survey showing any improvements. There are no encroachments apparent on the ground, except as shown. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category 1A, Condition II Survey. This survey is certified for boundary only and for this transaction only. Surveyor did not abstract property. Easements, building lines, etc., shown are as identified by:

GF CTH–COM–CTT21743831 of CHICAGO TITLE INSURANCE COMPANY

Fred W. Lawton, Registered Professional Land Surveyor No. 2321

STATE OF TEXAS · REGISTERED · FRED W. LAWTON · 2321 · PROFESSIONAL LAND SURVEYOR

# SURVEY OF

59.2458 ACRE (2,580,748 SQ.FT.) TRACT OF LAND OUT OF THE WILLIAM BLOODGOOD SURVEY, ABSTRACT NO. 4, HARRIS COUNTY, TEXAS, BEING THE RESIDUE OF A CALLED 362.658 ACRE TRACT DESCRIBED IN DEED INTO GULF OIL CORPORATION AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. B455829.

ADDRESS: SJOLANDER ROAD @ 10
BAYTOWN, TEXAS 77521

SITE:

JOB NO: 1175–21
DATE: 06–21–21

SCALE: 1" = 100'
SHEET 1 OF 1

| REVISIONS: | | |
|---|---|---|
| NO. | DATE | DESCRIPTION |
| | | |
| | | |
| | | |
| | | |
| | | |


SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281–556–6918 FAX 281–556–9331
Firm Number: 10046400


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K:\COMRES 2021\1175–21.DWG (TN.)

**JOB NO: 1175-21**

# City of Baytown

## Planning and Zoning Commission

## Report to City Council

**DATE:** August 27, 2026
**TO:** City Council
**FROM:** Planning and Zoning Commission

**RE:** Zoning Map Amendment from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

**Requested Action:** An amendment to the official zoning map to rezone approximately 11.00 acres from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District

**Applicant:** Midstream & Terminal Services, LLC

**Staff Planner:** Talbert Jackson, Senior Planner

**Public Notification:** On July 8, 2026, notice was published in the *Baytown Sun*; on July 8, 2026, notice was posted on the City of Baytown website and at City Hall; on July 8, 2026, signs were posted on the subject property; and 25 notices were mailed to property owners within 300 feet of the subject property on July 8, 2026 and August 11, 2026.

**Subject Property:** Approximately 11.00 acres, located at 8000 E IH 10, Harris County, Texas, (Harris Parcel Number(s) 1475360010002). Applicant submitted for 25.2033 acres, but decided to reduce to subject property size of 11 acres prior to Planning and Zoning Commission meeting.

### Parcel Information:

**Current Use**: Vacant
**Proposed Use:** Warehouse Development
**Future Land Use (FLU)**: Large-Scale Commercial

### Adjacent Parcel Information:

**North:** Freeway Commercial (FC)
**South:** Freeway Commercial (FC), General Commercial (GC), and Suburban Residential (SR)
**East:** Light Industrial (LI)
**West:** Freeway Commercial (FC)




*Vicinity Map*




*Current Zoning Map*




*FLU Map*




*Proposed Zoning Map*

**Staff Analysis:**
The applicant is requesting to rezone the subject property from the Freeway Commercial (FC) zoning district to the Light Industrial (LI) zoning district to support approximately 168,000 square-feet of warehouse development.

The proposed rezoning to the Light Industrial (LI) shall require development standards of the Unified Land Development Code (ULDC) such as, but not limited to landscape bufferyards from surrounding zoning districts of differing zoning classifications, per Table 3.43-1 and Table 3.43-2 of the ULDC illustrated in Figure 1. Figure 1 shows bufferyard classification B will be required for adjacent properties of the Freeway Commercial (FC) zoning district designation. Additionally, Figure 1 illustrates bufferyard type B design types and required measurements.

**Table 3.43-1,**
**District Bufferyard Standards**

| Zoning of Property Proposed for Development | Zoning of Adjoining District | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | ER | SR | MR, UR, AR | MUN, DTA, SJ | NC | GC, FC | LI | HI | OR |
| ER | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| SR | A | -- | -- | -- | -- | -- | -- | -- | A |
| MR, UR, AR | A | A | -- | -- | -- | -- | -- | -- | A |
| MUN, DTA, SJ | A | A | A | -- | -- | -- | -- | -- | B |
| NC | A | A | A | -- | -- | -- | -- | -- | B |
| GC, FC | B | B | B | B | A | -- | -- | -- | B |
| LI | C | C | C | C | C | B | -- | -- | C |
| HI | Adjacency not Permitted | | | | | D | B | -- | Adjacency not Permitted |
| OR | -- | -- | -- | -- | -- | -- | -- | -- | -- |

**Table 3.43-2,**
**District Bufferyard Type Specifications and Illustrations**

| Bufferyard Type | Width (Structural / Natural) (A) | Required Plantings per 100 Linear Feet (B) (Structural / Natural) | | | | Height of Wall, or Fence / Berm (C) |
|---|---|---|---|---|---|---|
| | | Large | Small | Evergreen | Shrubs | |
| B | 20' / 30' | 2 / 4 | 4 / 8 | N/A | 15 / 20 | $6'^{2}$ / 4' |

**Structural Type B Bufferyard Illustration**




**Natural Type B Bufferyard Illustration**

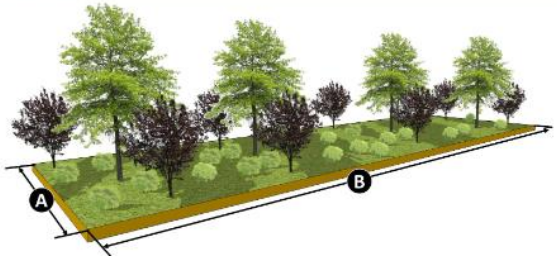
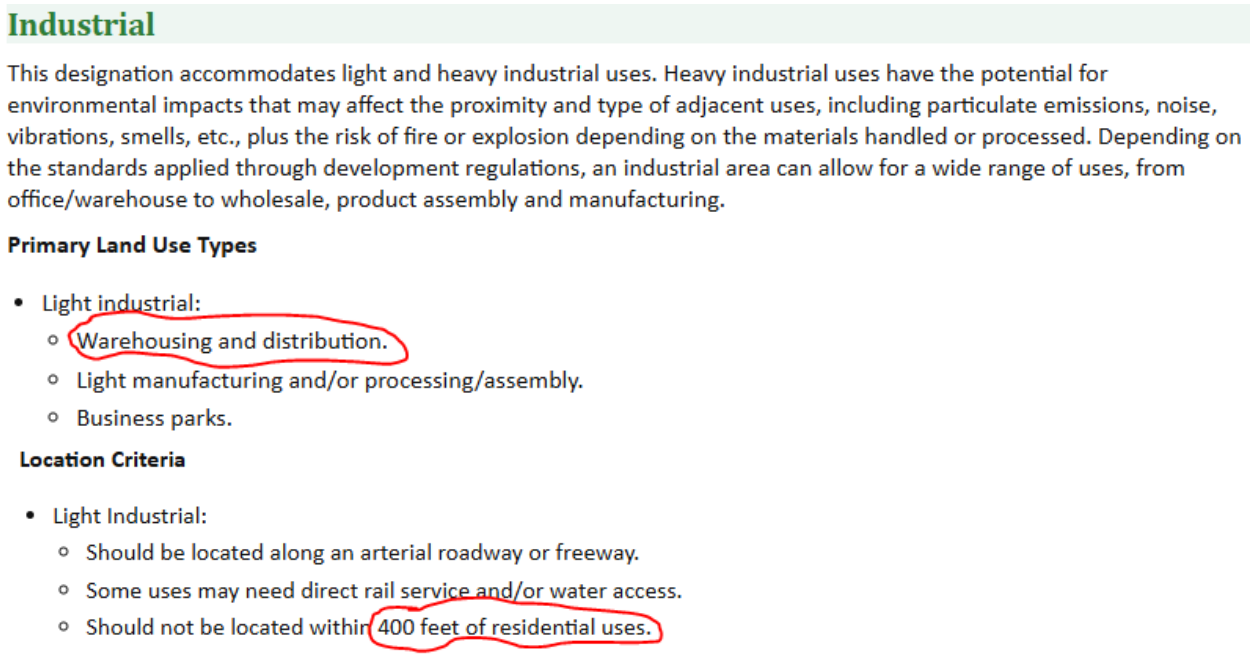



*FIGURE 1: District Bufferyard*

The proposed zoning map amendment of the subject property to Light Industrial is within 400 feet (approximately 330 feet) of residential uses, which conflicts with the location criteria of light industrial uses as described in the Comprehensive Plan, illustrated in Figure 2.



## Industrial

This designation accommodates light and heavy industrial uses. Heavy industrial uses have the potential for environmental impacts that may affect the proximity and type of adjacent uses, including particulate emissions, noise, vibrations, smells, etc., plus the risk of fire or explosion depending on the materials handled or processed. Depending on the standards applied through development regulations, an industrial area can allow for a wide range of uses, from office/warehouse to wholesale, product assembly and manufacturing.

**Primary Land Use Types**

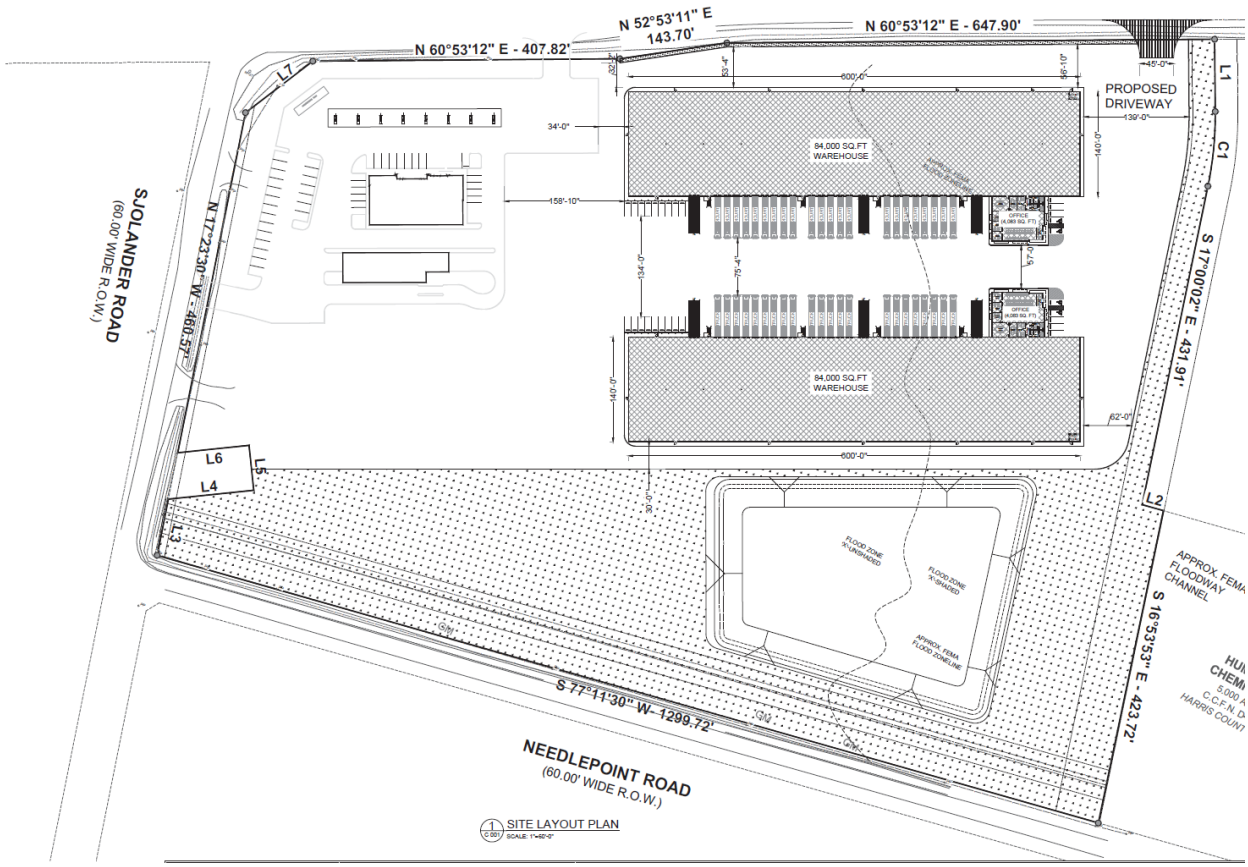
- Light industrial:
  - Warehousing and distribution.
  - Light manufacturing and/or processing/assembly.
  - Business parks.

**Location Criteria**

- Light Industrial:
  - Should be located along an arterial roadway or freeway.
  - Some uses may need direct rail service and/or water access.
  - Should not be located within 400 feet of residential uses.

*FIGURE 2: Comprehensive Plan Light Industrial Criteria*

The subject site is proposed to be accessible to public right-of-way along Interstate Highway 10, which is along the northern property line, illustrated in Figure 3. The driveway is proposed adjacent to McGee Gully which traverses the eastern property line from north to south. Sjolander Road, located to the west of the subject site is classified as a major arterial roadway. The proposed site plan does not appear to suggest truck traffic associated with warehousing will utilize Sjolander Road for ingress/egress. The access along Sjolander Road is directly associated with the existing gas station, convenience store, and car wash.




*Site Plan*

*FIGURE 3: Conceptual Site Plan*

Development standards of the Light Industrial (LI) zoning district, located within subsection 2.23-5 of the ULDC, are illustrated in Figure 4.

| 6. LI Dimensions | | |
|---|---|---|
| | | Nonresidential |
| | **Gross Density** | |
| | Maximum Dwellings per acre | N/A |
| | **Civic and Open Space** | |
| | Minimum Civic and Open Space Requirement | 15% |
| | **Lot Dimensions** | |
| A | Minimum Lot Area<br>Commercial Building<br>Industrial Building<br>Other Permitted Uses | 20,000 SF |
| B | Minimum Lot Width<br>Commercial Building<br>Industrial Building<br>Other Permitted Uses | 60 ft. |
| | **Lot Coverage** | |
| | Maximum Lot Coverage<br>Commercial<br>Industrial Building<br>Other Permitted Uses | 90% |
| | **Building Height** | |
| C | Maximum Building Height[1]<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 50 ft. |
| | **Building Setbacks** | |
| D | Front (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 50 ft. |
| E | Street Side (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 25 ft. |
| F | Interior Side (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 5 ft. |
| G | Rear (Min.)<br>Commercial Buildings<br>Industrial Buildings<br>Other Permitted Uses | 20 ft. |

**TABLE NOTES**:
SF = Square Feet; ft. = Feet

1. The methodology for measuring Maximum Building Height ("C") as presented in the illustration in Table 7, below, will be dependent upon roof type. Refer to Sec. 2.41, *Measurements*, for specific methods of measuring building height.

*FIGURE 4: Light Industrial (LI) Dimensional Standards*

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

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.**
   The proposed map amendment to rezone the subject property from Freeway Commercial (FC) to the Light Industrial (LI) zoning district shall cause for the requirements of the Comprehensive Plan to be bypassed to allow a Light Industrial zoning district to be established within 400 feet of residential uses.

2. **Conforms to any associated prior approval for the development.**
   There are no prior approvals for the subject property.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is not consistent with Comprehensive Plan's Future Land Use Map. The subject property's future land use designation is Large Scale Commercial.

Additionally, the proposed zoning district will be less than 400 feet away from the residential uses located to the south. Figure 2 - Comprehensive Plan Light Industrial Criteria is provided above that illustrates the distance requirement as well as the proposed use of warehousing and distribution being classified as light industrial.

4. **Promotes the purposes of the ULDC.**
The purposes of the Unified Land Development Code (ULDC) provided in Section 1.12 of the ULDC provides the following criteria that the proposed rezoning *does not* align with as it relates to the Comprehensive Plan:

B. **Quality of Life**. Protect the quality of life of City residents, business owners, employees, and visitors by:
4. Protecting the character and stability of agricultural, residential, institutional, commercial, industrial, and natural areas

E. **Stability**. Promote the stability of existing land uses that conform with the Comprehensive Plan and protect the existing land uses from inharmonious influences and harmful intrusions.

The proposed map amendment as it relates to the Comprehensive Plan's Future Land Use does not align with the aforementioned criteria of the ULCD for proposed zoning map amendments as it promotes light industrial development within close proximity of residential property.

5. **Provides adequate infrastructure.**
Future permitting applications will require adequate infrastructure should additional infrastructure be deemed necessary to support future proposed projects.

6. **Is compatible with surrounding area.**
The surrounding area consists of Freeway Commercial (FC), Light Industrial (LI), Suburban Residential (SR), and General Commercial (GC). It is not compatible with the surrounding area's residential development.

7. **Advances normal and orderly development and improvement of the surrounding properties.**
The proposed zoning map amendment does not align with the orderly development established by the Comprehensive Plan's Future Land Use Map.

8. **There are changed conditions on the subject property or in its vicinity.**
The subject property is adjacent to an existing gas station, convenience store, car wash development within the existing Freeway Commercial (FC) zoning district that was established in 2022 changing the zoning district from General Commercial (GC) to Freeway Commercial (FC).

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
The proposed zoning map amendment to Light Industrial (LI) is not supported by the Comprehensive Plan's distance requirement from residential property.

10. **Addresses community need.**

The proposed zoning map amendment to Light Industrial (LI) is not supported by the Comprehensive Plan's distance requirement from residential property.

**Staff Recommendation:**
Staff recommends denial of the proposed zoning map amendment from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District.

## Commission Recommendation:

The Commission recommended **denial** of the proposed zoning map amendment from Freeway Commercial (FC) to a Light Industrial (LI) Zoning District on Tuesday, July 21, 2026.

Donna Wintrey, Chairman
Planning and Zoning Commission
City of Baytown, Texas

CITY COUNCIL MEETING 5. i.

**Meeting Date:** 08/27/2026
**Subject:** Zoning Map Amendment from Suburban Residential (SR) to Urban Residential (UR) at 3710 Crosby Cedar Bayou Road
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Talbert Jackson, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 16.474 acres of land, located south of Massey Tompkins Road, east of Crosby Cedar Bayou Road, at 3710 Crosby Cedar Bayou Road, from the Suburban Residential (SR) Zoning District to an Urban Residential (UR) Zoning District.

### PREFACE

The applicant is requesting to rezone approximately 16.474 acres of land located at 3710 Crosby Cedar Bayou Road. The property is legally described as a Tract 12C Abstract 69 Christian Smith Survey, Harris County, Texas. The request is to change the zoning from Suburban Residential (SR) to Urban Residential (UR) to allow for multifamily development. The proposed rezoning would allow for multifamily development to be located within 1/2 mile of an existing multifamily development.

## Fiscal Impact

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

## Attachments

Application and Supporting Documents
Proposed Zoning Map
Current Zoning Map
Vicinity Map
Future Land Use Map
Staff Report

# Zoning Map Amendment
# Application and Applicant Statement

**Application Date:** June 9, 2026

**Plan Number:** ZP26060054

**Requested Action:** Rezone from Suburban Residential (SR) to an Urban Residential (UR) Zoning District

**Applicant:** Nathan Dietrich, Civicscape Consulting LLC**,** 2 Cohasset Place, Tomball, Texas 77375 (832) 326-8162

**Owner:** Altaf Amin Momin  2518 Massey Tompkins Road, Baytown, Texas 77521 (832)326-8162

**Pre-application Number:** ZM2605010

**Property Legal Description:** Tract 12C Abstract 69 Christian Smith Survey

**Acres**: 16.474

**Current Zoning:** Suburban Residential (SR)
**Proposed Zoning:** Urban Residential (UR)

## Applicant Statement

1. **Explain how the proposed map complies with the applicable standards of the City's Code, the Unified Land Development Code (ULDC), and any applicable county, state, or federal requirement.**
   The proposed Zoning Map Amendment and subsequent development will comply with all applicable provisions of the City of Baytown Unified Land Development Code (ULDC), engineering standards, fire code requirements, drainage criteria, landscaping requirements, parking standards, detention requirements, building regulations, and all applicable county, state, and federal requirements.

   Following zoning approval, the project will proceed through detailed civil engineering, utility design, drainage analysis, traffic evaluation, fire access review, landscape planning, and architectural review to ensure complete compliance with all adopted City development standards. The proposed Class A garden-style apartment community has been designed from its inception to meet or exceed these requirements while providing a high-quality residential environment that reflects contemporary development standards.

2. **Explain how the proposed map amendment conforms to any associated prior approval for the development.**
   The requested zoning amendment is consistent with the policy direction previously established by the City through approval of the General Commercial zoning district located at the corner of Massey Tompkins Road and Crosby Cedar Bayou Road. In approving that

request, the City determined that this intersection was appropriate for greater development intensity despite the Future Land Use designation then in place.

The proposed Urban Residential district represents a logical extension of that policy by introducing a high-quality residential use that serves as an appropriate transition between commercial activity and surrounding residential neighborhoods. Rather than conflicting with prior approvals, the request complements them by creating an integrated land use pattern that supports future reinvestment throughout the corridor.

The City's Housing Assessment further identifies a shortage of newer Class A apartment communities while recognizing that much of Baytown's existing multifamily inventory consists of older developments. The proposed project responds directly to that documented market need while avoiding a concentration of multifamily development. The nearest existing apartment community is located approximately 1,800 feet (0.34 mile) from the proposed development and is separated by major roadways, commercial activity, and intervening land uses rather than functioning as a continuous apartment district.

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

The applicant recognizes that the current Future Land Use Plan does not specifically identify the property for Urban Residential development at the proposed density.

However, comprehensive plans are intended to function as long-range policy documents rather than inflexible zoning maps. Since adoption of the Future Land Use Plan, substantial changes have occurred within the immediate vicinity, including approval of General Commercial zoning at the intersection, continued commercial investment, existing higher-density residential uses immediately east of the site, and increasing opportunities for mixed-use redevelopment along Massey Tompkins Road.

Although the requested zoning does not strictly conform to the existing Future Land Use designation, it is consistent with the Comprehensive Plan's broader objectives by encouraging orderly growth, housing diversity, efficient utilization of existing infrastructure, and reinvestment along a major transportation corridor. The City's own Housing Assessment further concludes that Baytown's greatest housing need is not additional older apartment stock, but rather newer Class A communities capable of serving projected household growth and attracting higher-income residents. The proposed development directly addresses those findings while creating an appropriate transition between commercial and residential land uses.

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

The proposed development advances the purposes of the Unified Land Development Code by:

The proposed development advances the purposes of the Unified Land Development Code by encouraging coordinated growth, expanding housing choices, supporting reinvestment, strengthening the City's tax base, promoting quality site planning and architecture, and establishing an appropriate transition between commercial and residential land uses.

The proposed Class A garden-style apartment community further supports the City's housing objectives by introducing a professionally managed residential product with modern amenities, enhanced architectural character, structured open space, and long-term maintenance commitments. Unlike much of Baytown's existing apartment inventory, the proposed development is designed to remain competitive for decades while responding directly to the market demand identified within the City's Housing Assessment.

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

The subject property is ideally suited for higher-density residential development because it is already served by existing municipal infrastructure. City utility records identify a 12-inch water line along Massey Tompkins Road, a 6-inch water line along Crosby Cedar Bayou Road, an 8-inch sanitary sewer line adjacent to Massey Tompkins Road, and a 10-inch sanitary sewer line adjacent to Crosby Cedar Bayou Road. The property is also served by the East District Wastewater Treatment Plant.

Detailed engineering analyses, including drainage studies, utility capacity evaluations, traffic impact analysis, detention design, and roadway access planning, will be completed during subsequent phases of development to ensure compliance with all City engineering requirements.

The City's Housing Assessment encourages directing future housing growth toward areas already served by public infrastructure. This project accomplishes that objective while minimizing unnecessary public expenditures for utility extensions and maximizing the efficient use of existing municipal facilities.

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

The proposed Urban Residential district is compatible with the evolving character of the surrounding area. Compatibility is demonstrated through the existing General Commercial zoning at the intersection, surrounding commercial activity, nearby manufactured housing communities, future mixed-use opportunities along Massey Tompkins Road, and the project's ability to provide extensive buffering, landscaping, setbacks, and open space due to the size of the property.

The proposed development is fundamentally different from many older apartment communities. It consists of a professionally managed Class A garden-style community with enhanced architecture, quality building materials, resort-style amenities, structured landscaping, and long-term maintenance standards intended to protect surrounding property values.

While the City has historically expressed concern regarding apartment concentrations within one-half mile, the nearest apartment community is approximately 1,800 feet from the site. Although within one-half mile, the developments are separated by major transportation corridors and intervening land uses, ensuring that the project functions as an independent residential node rather than an extension of an existing apartment concentration. Furthermore, the City's Housing Assessment concludes that Baytown has comparatively little new multifamily inventory, with only a small percentage of apartment units constructed within the last decade. The proposed development responds to this documented need by

providing the type of modern Class A housing that is currently underrepresented within the City's overall housing inventory.

7. **Explain how the proposed map amendment advances normal and orderly development and improvement of the surrounding properties.**
Approval of the requested zoning amendment will promote the orderly development of the corridor by directing residential growth toward an intersection already served by major transportation infrastructure and municipal utilities. Rather than encouraging fragmented or leapfrog development, the proposal supports coordinated reinvestment adjacent to existing commercial activity and future mixed-use opportunities.

   The City's Housing Assessment recommends strategically locating new residential investment near employment centers, commercial services, and existing infrastructure. This property satisfies those objectives while providing a logical transition between the General Commercial corner and surrounding residential uses.

8. **Explain the changed conditions on the subject property or in its vicinity.**
Substantial changed conditions have occurred since adoption of the current Future Land Use Plan, including:

   - Approval of General Commercial zoning at the intersection.
   - City Sponsored Zoning Change along the corridor to a mixed use zoning district.
   - Continued commercial investment along the corridor.
   - Existing manufactured housing communities immediately east of the property.
   - Increased development pressure along Massey Tompkins Road.
   - Continued employment and population growth within Baytown.
   - Adoption of the City's 2023 Housing Assessment identifying a shortage of newer Class A apartment communities and projected demand for additional market-rate rental housing.
   - Recognition that this portion of the City has experienced limited reinvestment and represents an opportunity for strategic redevelopment.

   Collectively, these changed conditions justify reconsideration of the property's zoning classification and support the proposed Urban Residential designation.

9. **Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.**
The proposed development incorporates numerous design features intended to minimize impacts and enhance compatibility, including enhanced perimeter landscaping, substantial buffering, internal open space, recreational amenities, modern stormwater detention facilities, controlled access points, high-quality architectural materials, professional on-site management, and long-term capital reinvestment standards.

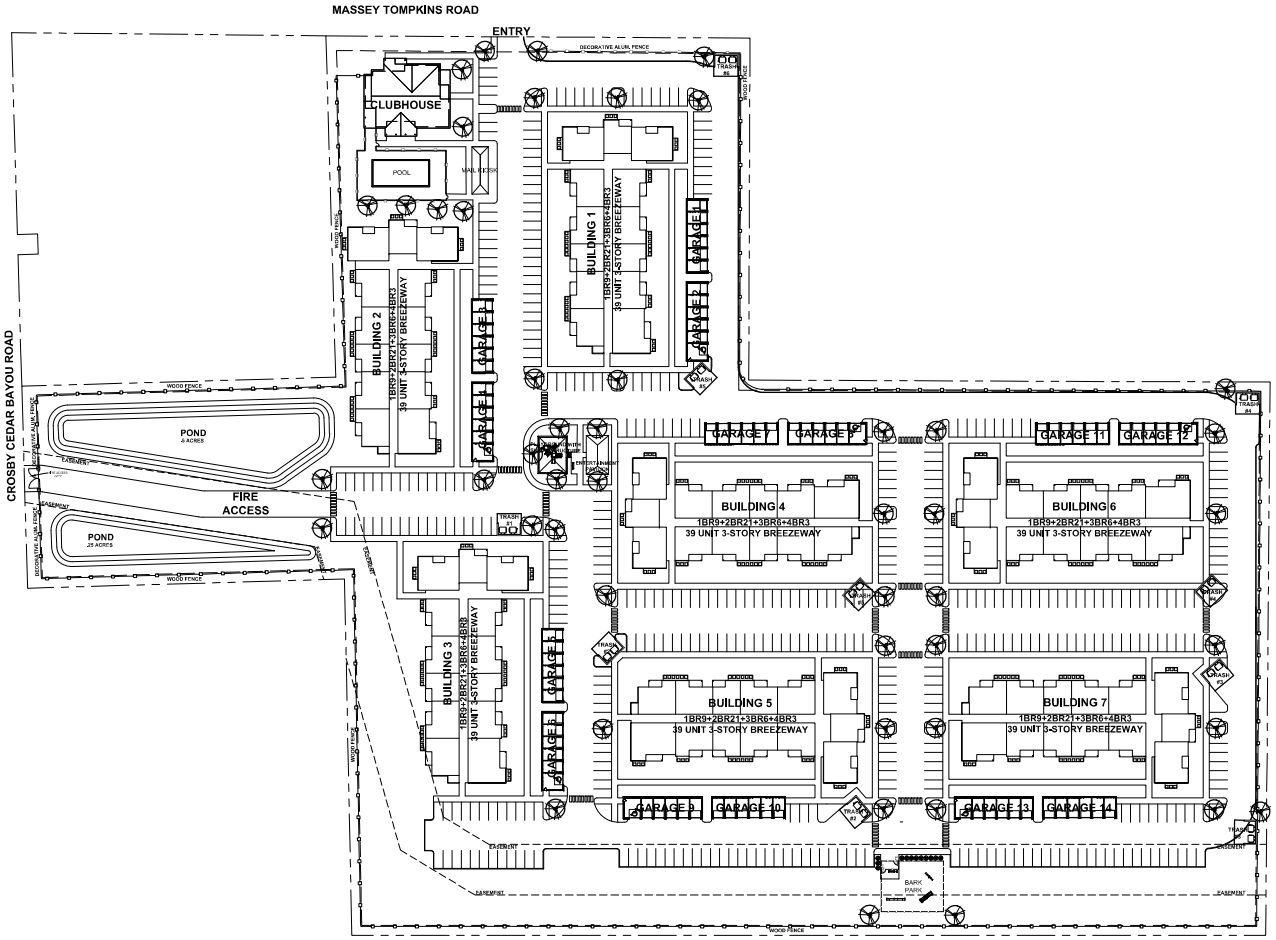
These features distinguish the project from many of Baytown's older apartment communities and directly respond to concerns regarding long-term property maintenance. The applicant is also willing to continue discussions with the City regarding additional mechanisms, such as development agreements or maintenance commitments, that reinforce the project's long-term quality and stewardship.

**10. Explain how the proposed project addresses community need.**

The proposed development directly addresses housing needs documented by the City of Baytown.

According to the City's *2023 Housing: Affordability Challenges and Market Assessment*, Baytown is projected to require hundreds of additional rental units over the coming decade while experiencing a shortage of newer Class A apartment communities. Although Baytown has a relatively large rental inventory, much of that inventory consists of aging Class B and Class C developments, with comparatively little new apartment construction occurring during the past decade.

The proposed development will provide approximately 273 Class A dwelling units that expand housing choice, support nearby employment centers, strengthen adjacent commercial investment, and provide modern market-rate housing near existing infrastructure and transportation corridors. The Housing Assessment also projects growth among moderate- and higher-income households seeking newer rental communities before transitioning into homeownership, making this project particularly well positioned to meet the City's future housing demand.




N

PROPOSED SITE PLAN
SCALE: 1"=60'-0"

0 60 120 Feet

**HARBORLINE APARTMENTS - FAMILY HOUSING**
MASSEY TOMPKINS ROAD, BAYTOWN, TX 77521

**SITE:**
± 16.47 ACRES

**ZONING:**
EXISTING - SR (SUBURBAN RESIDENTIAL)
PROPOSED - UR (URBAN RESIDENTIAL)

**PROPOSED DENSITY:**
273 DWELLING UNITS
16.6 DWELLING UNITS/ACRE

**PROJECT SCOPE:**
(7) 1BR9+2BR21+3BR6+4BR3 - 3-STORY 39 UNIT 'T' BREEZEWAY

**UNIT MIX:**
63 1BR UNITS (23%)
147 2BR UNITS (54%)
42 3BR UNITS (15%)
21 4BR UNITS (08%)

**273 DWELLING UNITS**

**ACCESSIBILITY:**
14 TYPE A ACCESSIBLE DWELLING UNITS (5% REQUIRED)
6 AUDIO-VISUAL DWELLING UNITS (2% REQUIRED)

**AMENITIES:**
CLUBHOUSE / LEASING OFFICE
WORK OUT CENTER
MAINTENANCE GARAGE
MAIL KIOSK
POOL
ENTERTAINMENT PAVILION
OUTDOOR ACTIVITY SPACES
BARK PARK
MONUMENT SIGN
PERIMETER FENCE
(14) 6-BAY GARAGE BUILDINGS
(6) DUMPSTERS SCREENED

**PARKING:**
REQUIRED:= 409 SPACES
445 SURFACE SPACES PROVIDED
83 GARAGE SPACES
528 SPACES PROVIDED

**ACCESSIBILITY:**
10 ACCESSIBLE SURFACE PARKING SPACES
4 VAN ACCESSIBLE GARAGES

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Indianapolis, IN 46240
317.846.3111
Kittleproperties.com

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PROJECT TITLE
**HARBORLINE APARTMENTS**
Massey Tompkins Road, Baytown, TX

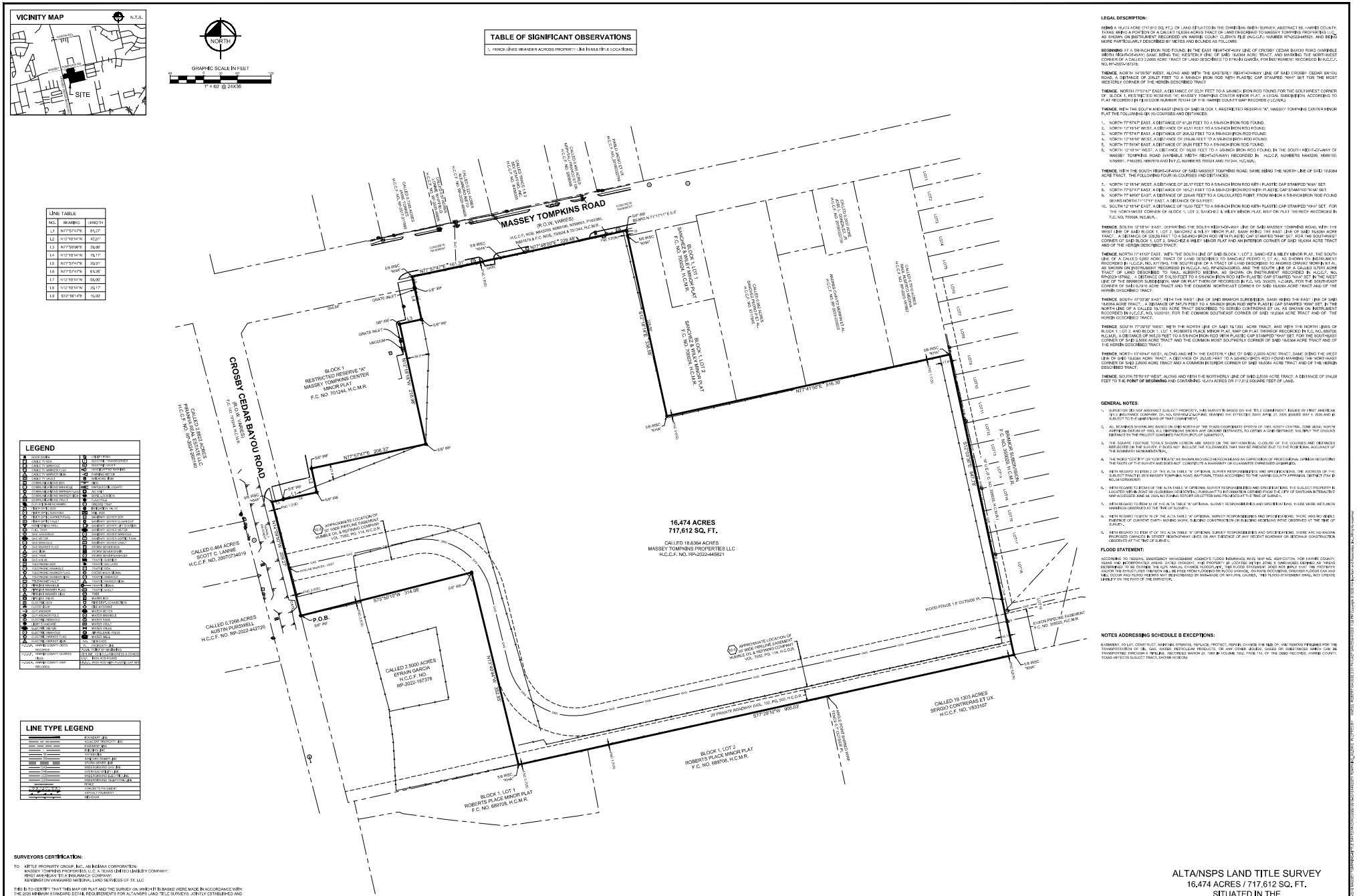
SHEET TITLE
CONCEPTUAL ARCHITECTURAL SITE PLAN

ISSUED FOR: DATE
6/01/2026

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
26-010

SHEET NUMBER
ASP-1


VICINITY MAP
N.T.S.
SITE
NORTH
GRAPHIC SCALE IN FEET
1" = 60' @ 24X36
TABLE OF SIGNIFICANT OBSERVATIONS
1. FENCE LINES MEANDER ACROSS PROPERTY LINES IN MULTIPLE LOCATIONS.
LINE TABLE
NO. BEARING LENGTH
L1 N77°57'47"E 81.37'
L2 N12°18'14"W 43.5'
L3 N77°58'06"E 39.98'
L4 N12°18'14"W 75.17'
L5 N77°57'47"E 29.27'
L6 N77°57'47"E 41.39'
L7 N12°18'14"W 55.00'
L8 N12°18'14"W 20.17'
L9 S12°18'14"E 70.00'
MASSEY TOMPKINS ROAD
(R.O.W. VARIES)
H.C.C.F. NOS. N643295, N669190, N788951, P183380,
N897678 & F.C. NOS. 700624 & 701244, H.C.M.R.
N77°58'06"E * 229.48'
CROSBY CEDAR BAYOU ROAD
(R.O.W. VARIES)
BLOCK 1
RESTRICTED RESERVE "A"
MASSEY TOMPKINS CENTER
MINOR PLAT
F.C. NO. 701244, H.C.M.R.
BLOCK 1, LOT 1
SANCHEZ & WILEY MINOR PLAT
F.C. NO. 700624, H.C.M.R.
BLOCK 1, LOT 2
SANCHEZ & WILEY MINOR PLAT
F.C. NO. 700624, H.C.M.R.
BRAMOR SUBDIVISION
F.C. NO. 593020, H.C.M.R.
ROBERTS PLACE MINOR PLAT
F.C. NO. 689708, H.C.M.R.
16,474 ACRES
717,612 SQ. FT.
CALLED 18.9364 ACRES
MASSEY TOMPKINS PROPERTIES LLC
H.C.C.F. NO. RP-2022-445821
CALLED 0.464 ACRES
SCOTT C. LANNE
H.C.C.F. NO. 20070734019
CALLED 0.7266 ACRES
AUSTIN PURSWELL
H.C.C.F. NO. RP-2022-442720
CALLED 2.3000 ACRES
ERWIN GARCIA
H.C.C.F. NO.
RP-2022-197378
CALLED 19.1303 ACRES
SERGIO CONTRERAS ET UX
H.C.C.F. NO. 1533107
CALLED 2.8602 ACRES
RUBEN REAL ESTATE LLC
H.C.C.F. NO. RP-2021-260140
P.O.B.
APPROXIMATE LOCATION OF 20' WIDE PIPELINE EASEMENT HUMBLE OIL & REFINING COMPANY VOL. 7552, PG. 114, H.C.D.R.
APPROXIMATE LOCATION OF 40' WIDE PIPELINE EASEMENT HUMBLE OIL & REFINING COMPANY VOL. 7552, PG. 114, H.C.D.R.
22' PRIVATE ROADWAY (VOL. 197, PG. 503, H.C.D.R.)
EXXON PIPELINE EASEMENT F.C. NO. 325522, H.C.M.R.
WOOD FENCE 1.5' OUTSIDE P.L.
S77°58'06"W 905.03'
S77°58'06"W 374.08'
N77°57'47"E 216.08'
N77°57'47"E 208.32'
S12°18'14"E 308.98'
N77°41'50"E 516.39'
S77°57'47"W 208.32'
S77°57'47"W 216.08'
N12°18'14"W


BUCK STOP
FLATS











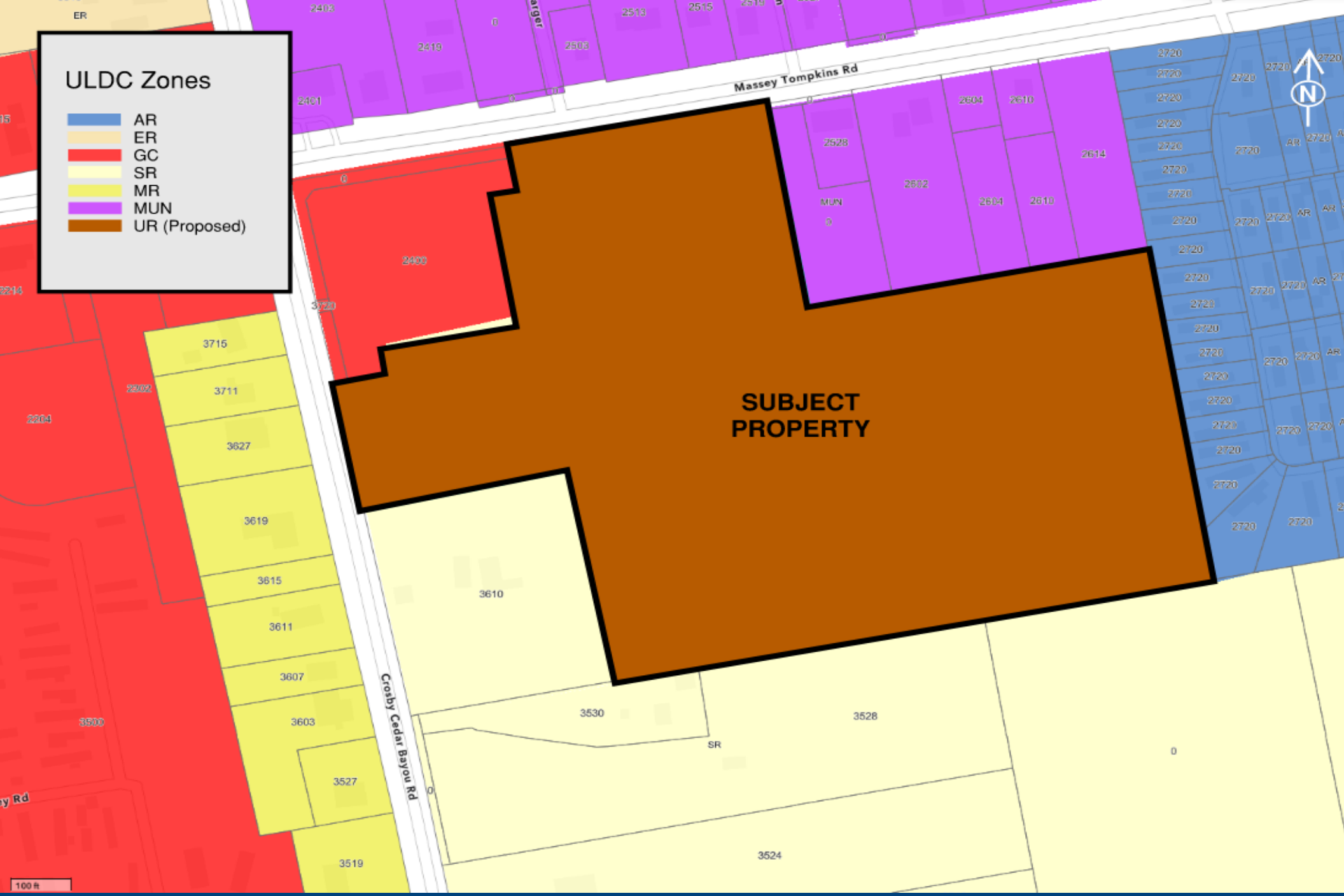

**Along Massey Tompkins Road Facing Southwest**



Along Crosby Cedar Bayou Road Facing Northeast



Along Crosby Cedar Bayou Road Facing South




# Zoning Map Amendment

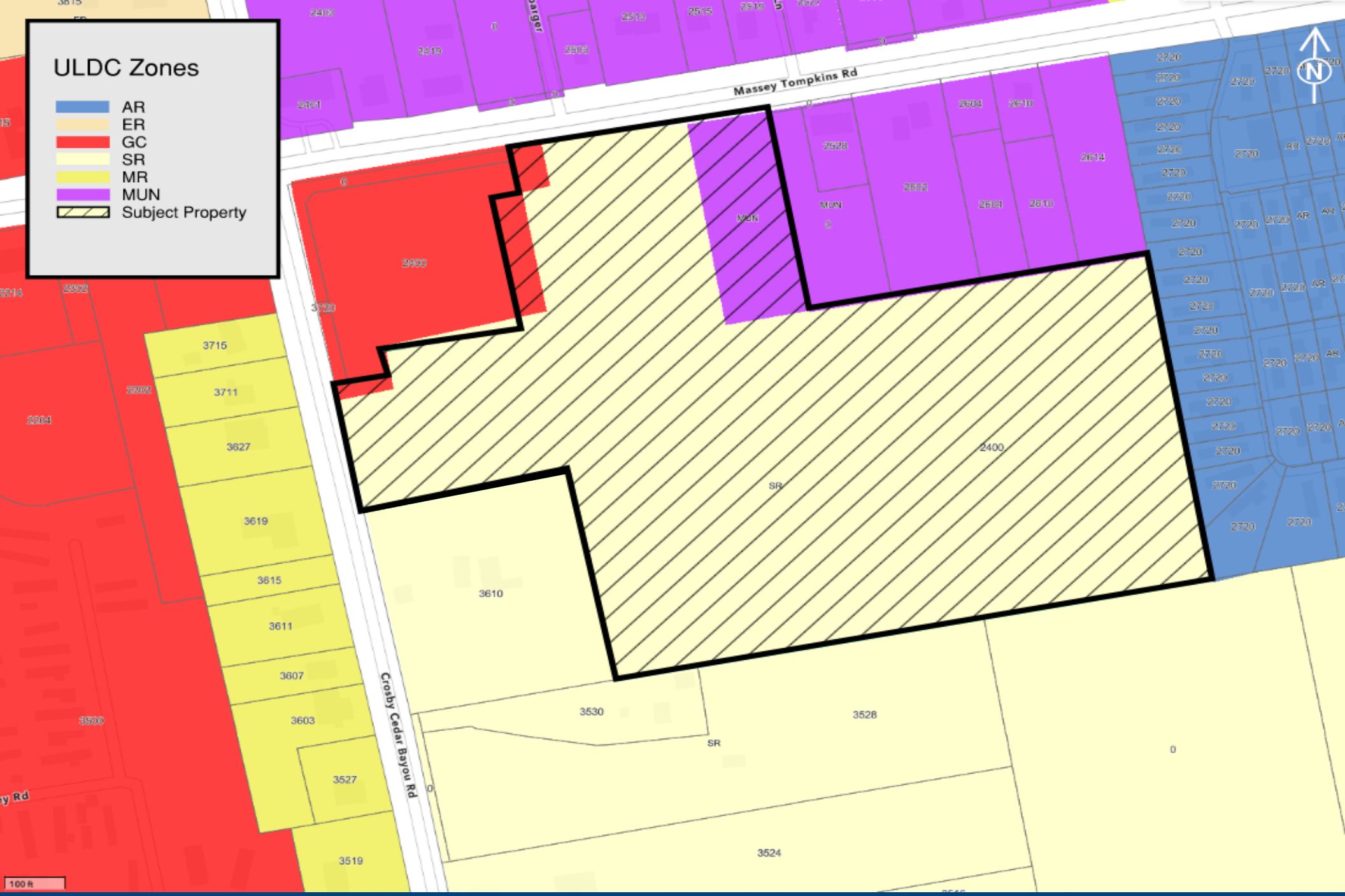
*Proposed Zoning Map*

3710 Crosby Cedar Bayou Road

Approx. 16.474 acres

*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: 07/21/2026




# Zoning Map Amendment

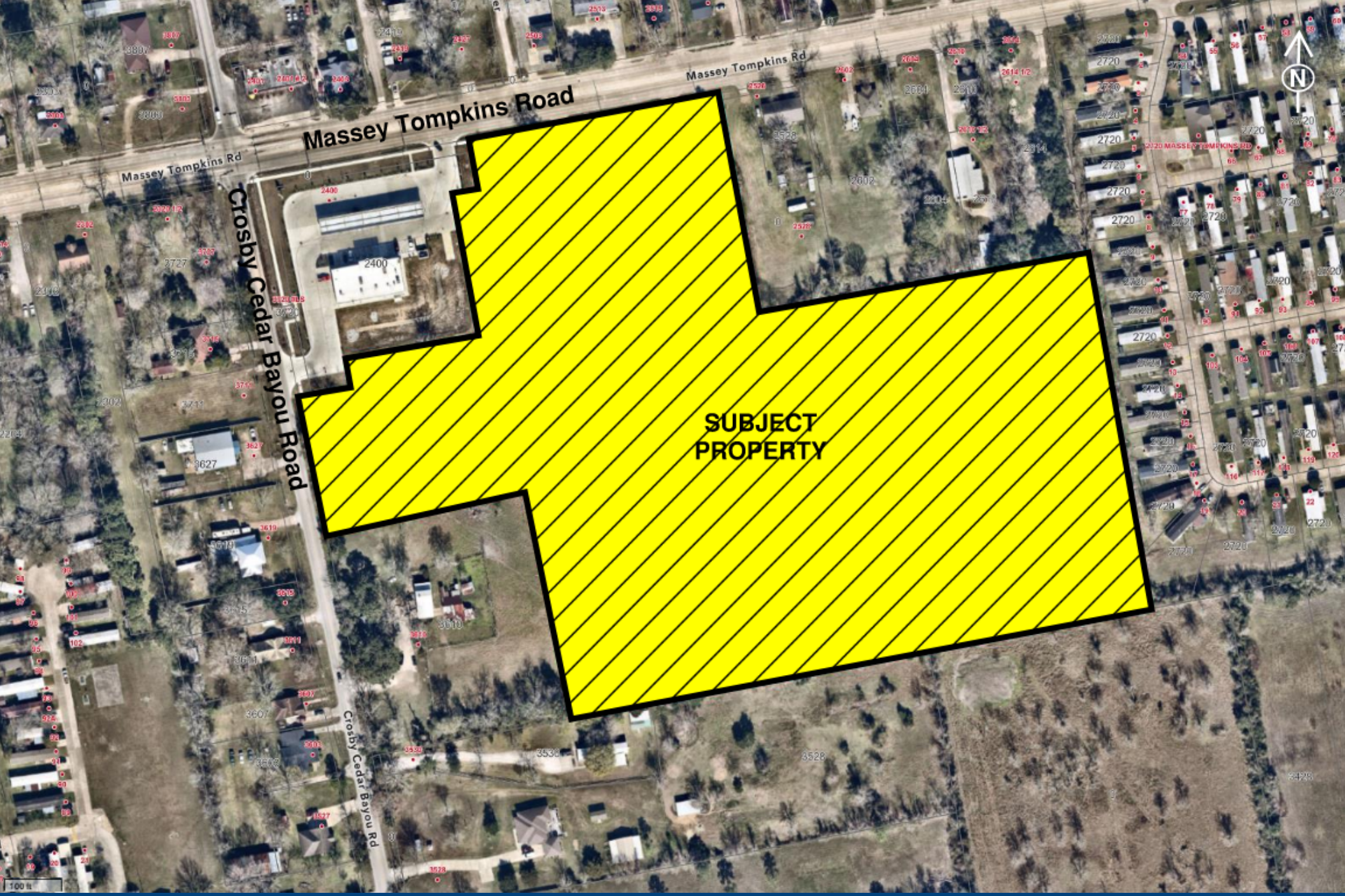
*Current Zoning Map*

3710 Crosby Cedar Bayou Road

Approx. 16.474 acres

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Date: 7/21/2026




# Zoning Map Amendment

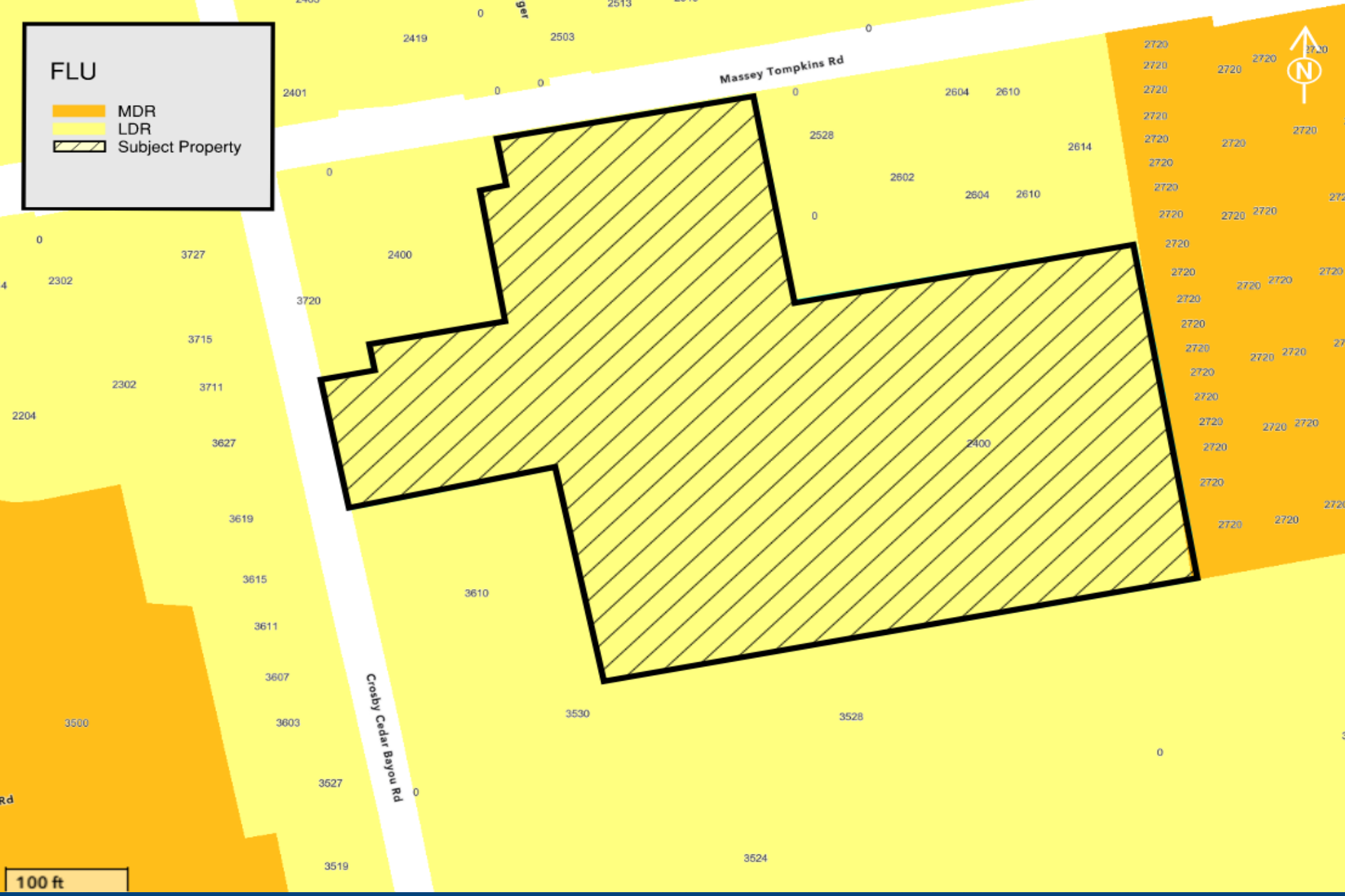
## *Vicinity Map*

3710 Crosby Cedar Bayou Road

Approx. 16.474 acres

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Date: 7/21/2026




# Zoning Map Amendment

*Future Land Use Map*

3710 Crosby Cedar Bayou Road

Approx. 16.474 acres

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Date: 7/21/2026

# City of Baytown

## Planning and Zoning Commission
## Report to City Council

**DATE:** August 27, 2026
**TO:** City Council
**FROM:** Planning and Zoning Commission

**RE:** Zoning Map Amendment from Suburban Residential (SR) to an Urban Residential (UR) Zoning District.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

**Requested Action:** An amendment to the official zoning map to rezone approximately 16.474 acres from Suburban Residential (SR) to an Urban Residential (UR) Zoning District

**Applicant:** Nathan Dietrich, Civicscape Consulting LLC

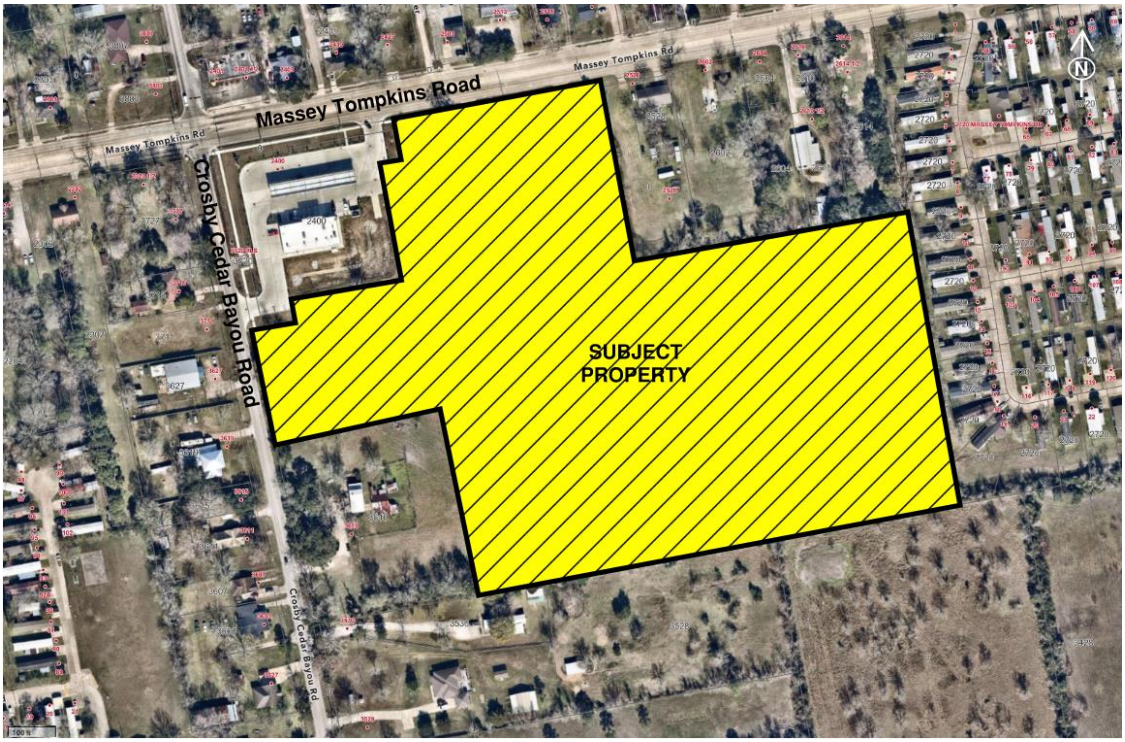
**Staff Planner:** Talbert Jackson, Senior Planner

**Public Notification:** On July 8, 2026, notice was published in the *Baytown Sun*; on July 8, 2026, notice was posted on the City of Baytown website and at City Hall; on July 8, 2026, signs were posted on the subject property; and 94 notices were mailed to property owners within 300 feet of the subject property on July 8, 2026

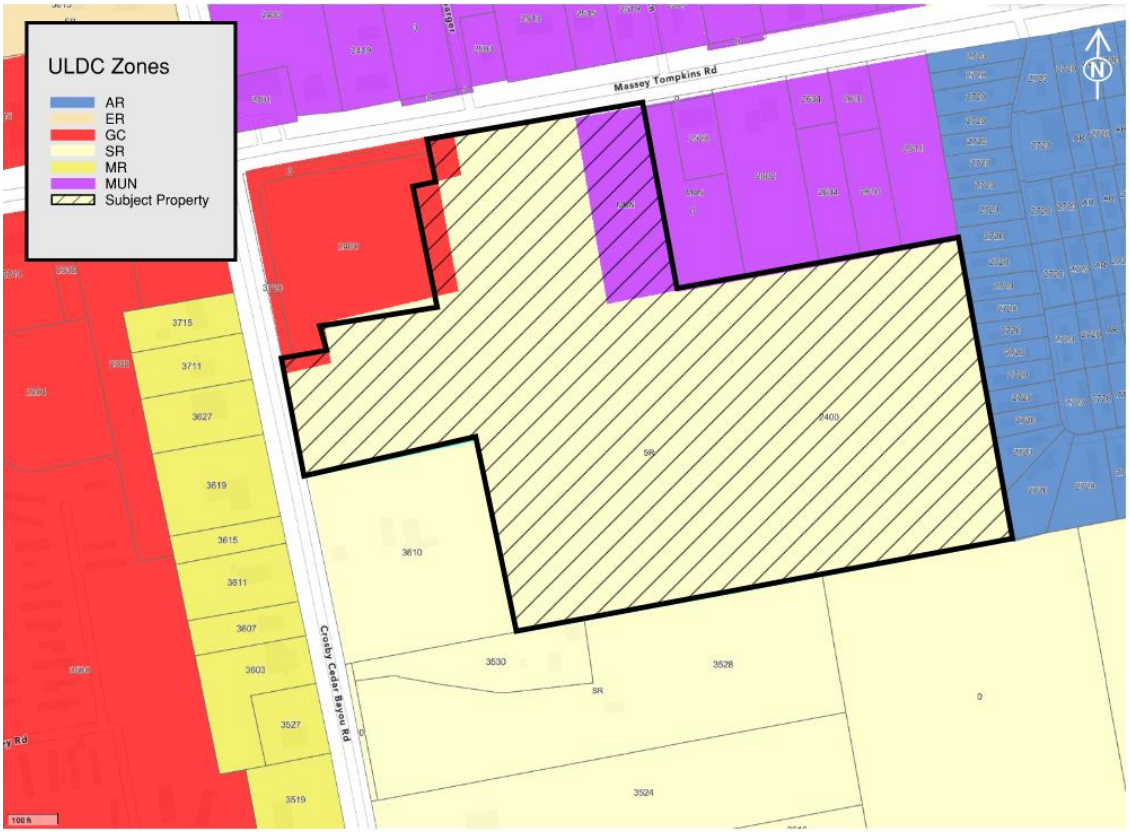
**Subject Property:** Approximately 16.474 acres, located at 3710 Crosby Cedar Bayou Road, Harris County, Texas, (Harris Parcel Number(s) 0410250060597)

### Parcel Information:
**Current Use**: Vacant
**Proposed Use:** Multifamily
**Future Land Use (FLU)**: Low Density Residential

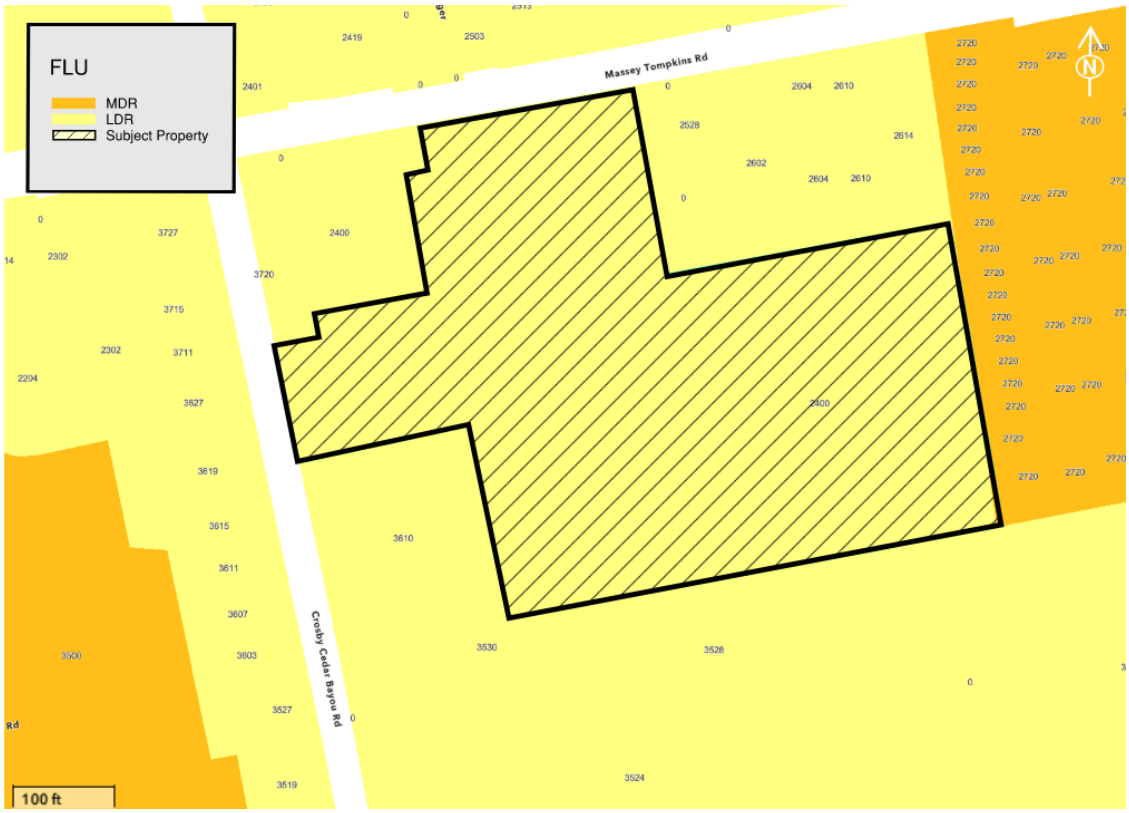
### Adjacent Parcel Information:
**North:** General Commercial (GC) and Mixed-Use Neighborhood (MUN)
**South:** Suburban Residential (SR)
**East:** Alternative Residential (AR)
**West:** Mixed Residential (MR)



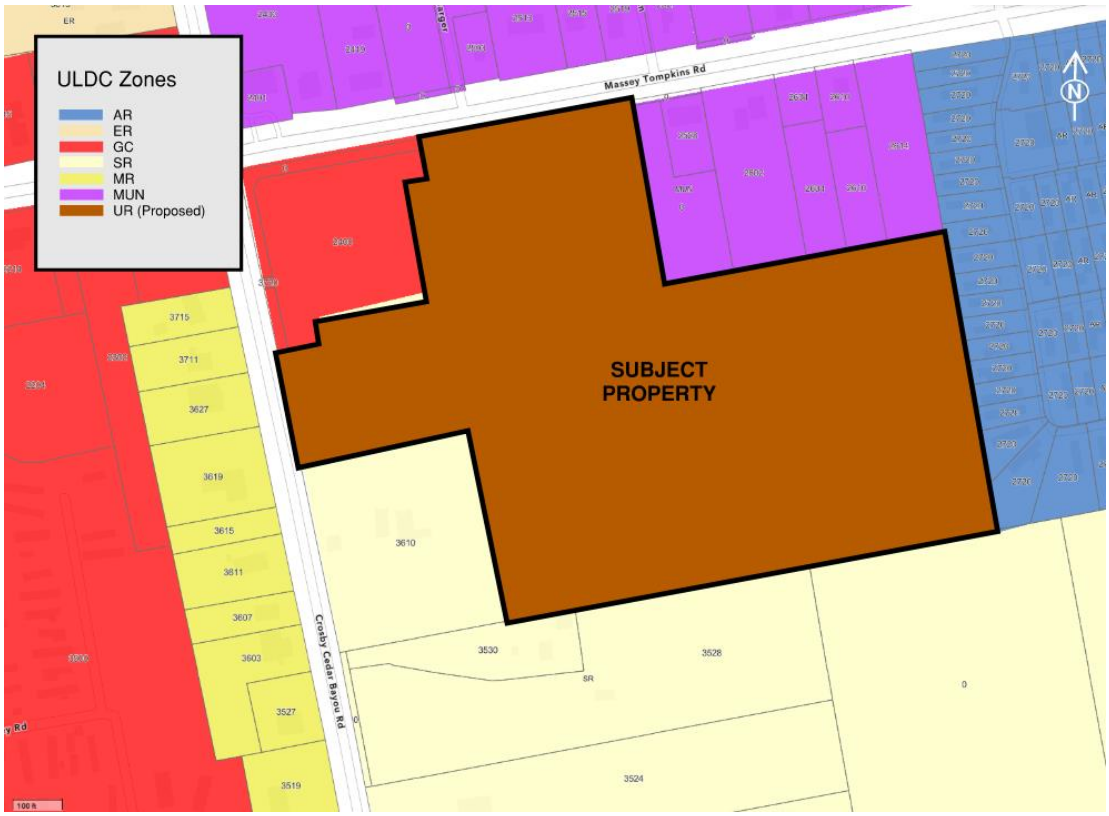

*Vicinity Map*




*Current Zoning Map*




*FLU Map*




*Proposed Zoning Map*

## Staff Analysis:

The applicant is requesting to rezone the subject property from the Suburban Residential (SR) zoning district to the Urban Residential (UR) zoning district. The SR zoning district allows a maximum gross density at 4-4.5 single detached units per acre while the proposed UR zoning district allows gross density at 21-30 apartment dwelling units per acre. The applicant is requesting to allow for apartment density of approximately 15-18 dwelling units per acre. The applicant's conceptual site plan proposes a family housing development consisting of approximately 273 dwelling units that range from one (1) to four (4) bedrooms.

The proposed rezoning to the Urban Residential Zoning District (UR) shall require development standards of the Unified Land Development Code (ULDC) such as, but not limited to landscape bufferyards from surrounding zoning districts of differing zoning classifications, per Table 3.43-1 and Table 3.43-2 of the ULDC illustrated in Figure 1. Figure 1 shows bufferyard classification A will be required for adjacent properties of the Estate Residential (ER), Suburban Residential (SR) or Open Space/Recreation (OR) zoning district designations. Additionally, Figure 1 illustrates bufferyard type A design types and required measurements.

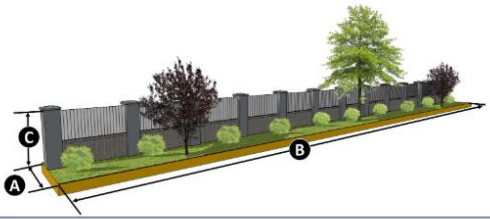
**Table 3.43-1,**
**District Bufferyard Standards**

| Zoning of Property Proposed for Development | Zoning of Adjoining District | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | ER | SR | MR, UR, AR | MUN, DTA, SJ | NC | GC, FC | LI | HI | OR |
| ER | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| SR | A | -- | -- | -- | -- | -- | -- | -- | A |
| MR, UR, AR | A | A | -- | -- | -- | -- | -- | -- | A |
| MUN, DTA, SJ | A | A | A | -- | -- | -- | -- | -- | B |
| NC | A | A | A | -- | -- | -- | -- | -- | B |
| GC, FC | B | B | B | B | A | -- | -- | -- | B |
| LI | C | C | C | C | C | B | -- | -- | C |
| HI | Adjacency not Permitted | | | | | D | B | -- | Adjacency not Permitted |
| OR | -- | -- | -- | -- | -- | -- | -- | -- | -- |

**Table 3.43-2,**
**District Bufferyard Type Specifications and Illustrations**

| Bufferyard Type | Width (Structural / Natural) (A) | Required Plantings per 100 Linear Feet (B) (Structural / Natural) | | | | Height of Wall, or Fence / Berm (C) |
|---|---|---|---|---|---|---|
| | | Large | Small | Evergreen | Shrubs | |
| A | 5' / 15' | 1 / 2 | 2 / 4 | N/A | 10 / 15 | $6'^{2}$ / 4' |

**Structural Type A Bufferyard Illustration**




**Natural Type A Bufferyard Illustration**

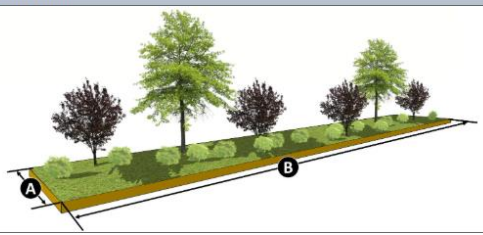



*FIGURE 1: District Bufferyard*

As illustrated in Figure 2, the surrounding area consists of a gas station and convenience store at the southeast corner of Crosby Cedar Bayou Road and Massey Tompkins Road, a mobile home park, consisting of 128 units (Bramor Subdivision Mobile Home Park) is located to the east; a mobile home parks located to the west consists of 166 units (Bramor Place Mobile Home Park); multifamily development located to the southwest consists of approximately 100 units (Crosby Green Apartments). A subdivision of 121 residential units located southeast of the subject site that is accessible via N Alexander Drive (Red Cedar Subdivision). Additionally, single-family residential is located to the west and south.

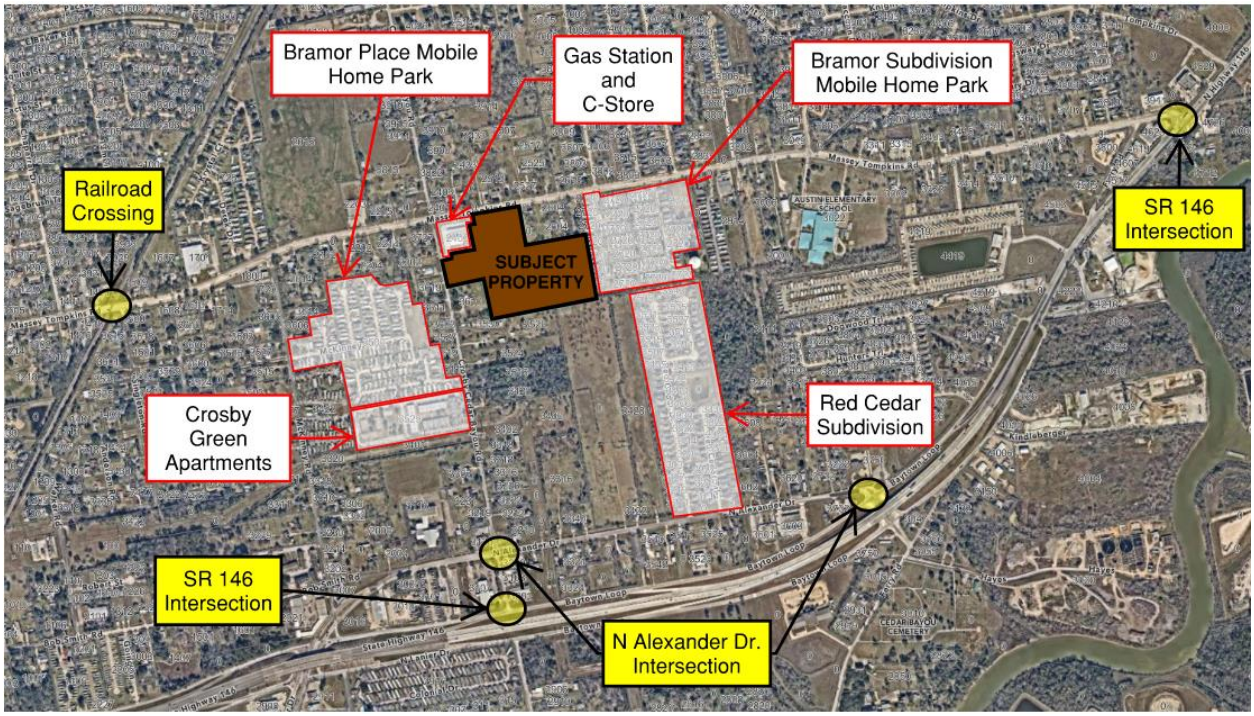
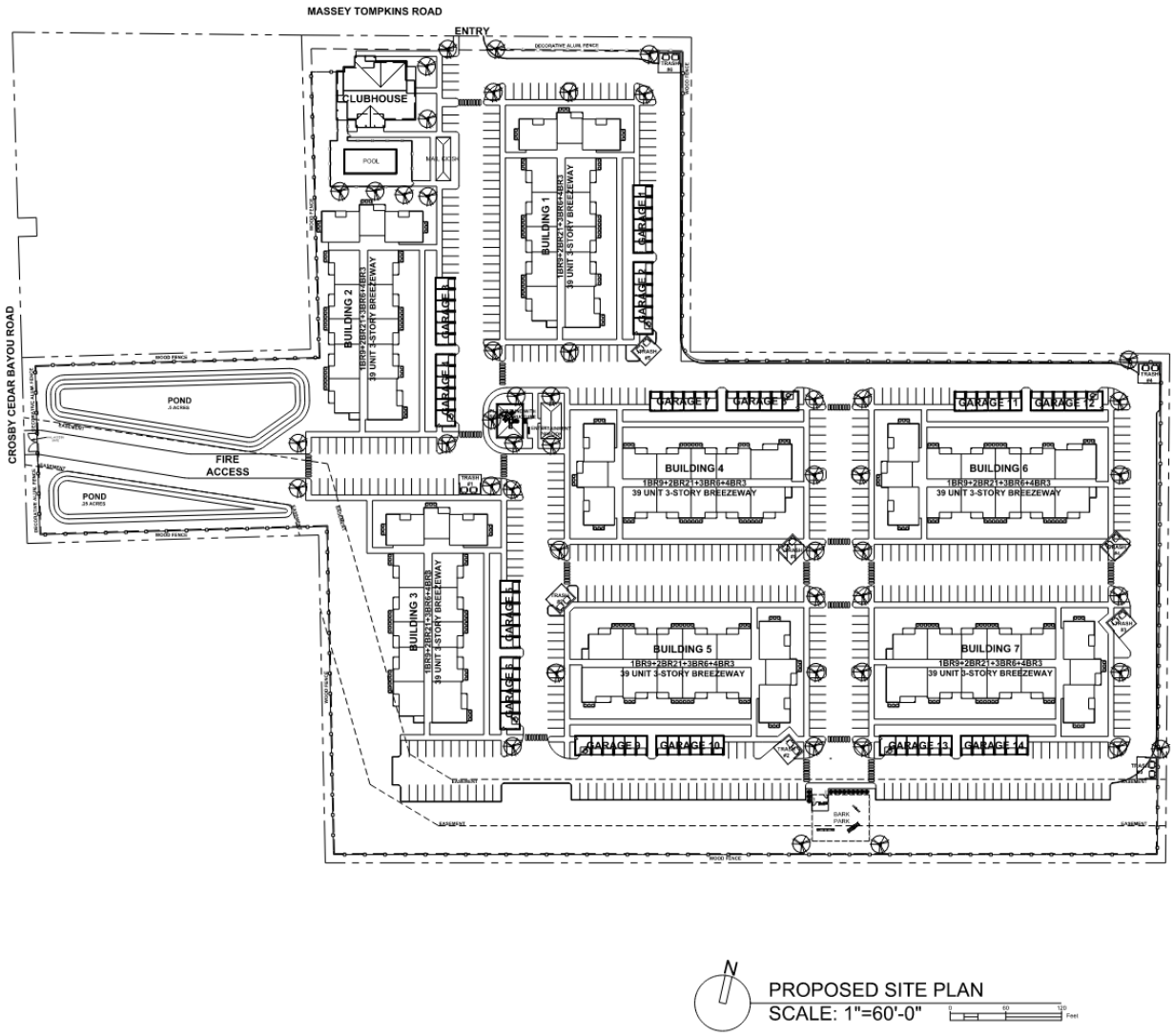



*FIGURE 2: Surrounding Area Map*

The property is accessible to public right-of-way to the west at Crosby Cedar Bayou Road, as well as to the north at Massey Tompkins Road. Both roadways are classified as major arterials on the City's Thoroughfare Plan. Additionally, the subject property is located approximately ½ mile east of the nearest railroad crossing, ½ mile north of State Road 146, one mile west of State Road 146, and approximately 4.5 miles southeast of the San Jacinto Market Place that is currently under construction.

A 50-ft wide pipeline easement traverses adjacent to the subject property's western and southern property lines. The easement is illustrated on the applicant's submitted survey as well as located on the conceptual site plan, shown in Figure 3.




*Site Plan*

*FIGURE 3: Conceptual Site Plan*

Development standards of the Urban Residential (UR) zoning district, located within subsection 2.21-5 of the ULDC, are illustrated in Figure 3.

| | 6. UR Residential Lot Density and Dimensions | Conventional | Infill |
|---|---|---|---|
| | **Gross Density** | | |
| | Maximum Dwellings per acre | 21 du/ac | 30 du/ac |
| | **Civic and Open Space** | | |
| | Minimum Civic and Open Space Requirement | | |
| | Apartment | 15% | 10% |
| | All Other Permitted Residential | N/A | N/A |
| | **Lot Dimensions** | | |
| A | Minimum Lot Area | | |
| | Single-Unit Detached (Zero Lot Line) | 3,500 SF | 2,750 SF |
| | Duplex | 3,000 SF | 2,500 SF |
| | Townhouse | 1,600 SF | 1,500 SF |
| | Multiplex | 1,875 SF | 1,200 SF |
| | Apartment[2] | N/A | N/A |
| | Live/Work | N/A | N/A |
| | Nonresidential | N/A | N/A |
| B | Minimum Lot Width | | |
| | Single-Unit Detached (Zero Lot Line) | 35 ft. | 25 ft. |
| | Duplex | 35 ft. | 25 ft. |
| | Townhouse | 20 ft. | 18 ft. |
| | Multiplex | 60 ft. | 45 ft. |
| | Apartment | N/A | N/A |
| | Live Work | N/A | N/A |
| | Nonresidential | 50 ft. | 50 ft. |
| | **Lot Coverage** | | |
| | Maximum Lot Coverage | | |
| | All Residential | 80% | 80% |
| | Nonresidential | 80% | 80% |
| | **Building Height** | | |
| C | Maximum Building Height[3] | | |
| | All Residential | 35 ft./45 ft./60 ft. (SUD, SUA, D/TH,MP/APT[1]) | 35 ft./45 ft./60 ft. (SUD, SUA, D/TH,MP/APT[1]) |
| | Live/Work and Nonresidential | 45 ft. | 45 ft. |
| | **Building Setbacks** | | |
| D | Front (Min.) | | |
| | All Residential | 15 ft. | 10 ft. |
| | Nonresidential | 15 ft. | 10 ft. |
| E | Street Side (Min.) | | |
| | All Residential | 10 ft. | 5 ft. |
| | Nonresidential | 10 ft. | 5 ft. |
| F | Interior Side (Min.) | | |
| | Single-Unit Detached (Zero Lot Line)[4] | 0 ft./5 ft. | 0 ft./5 ft. |
| | Townhouse[5] | 0 ft./5 ft. | 0 ft./5 ft. |
| | All Other Permitted Residential | ft. | 5 ft. |
| | Live/Work and Nonresidential | 10 ft. | 10 ft. |
| G | Rear (Min.) | | |
| | All Residential | 10 ft. | 10 ft. |
| | Nonresidential | 10 ft. | 10 ft. |

**TABLE NOTES**:
SF = Square Feet; ft. = Feet

1. SUD = Single-Unit Detached; D = Duplex; TH = Townhouse; MP = Multiplex; APT = Apartment.
2. Minimum lot area is calculated on a "per dwelling unit" basis. Minimum lot width is calculated for the entire lot.
3. The methodology for measuring Maximum Building Height ("C") as presented in the illustrations in Table 7, below, will be dependent upon roof type. Refer to Sec. 2.41, *Measurements*, for specific methods of measuring building height.
4. The first number is the setback for one side of the dwelling and the second number is the setback for the other side.
5. The first number is the setback for both sides of an interior unit and the second number is the setback for one side of an exterior unit.

*FIGURE 4: Urban Residential (UR) Dimensional Standards*

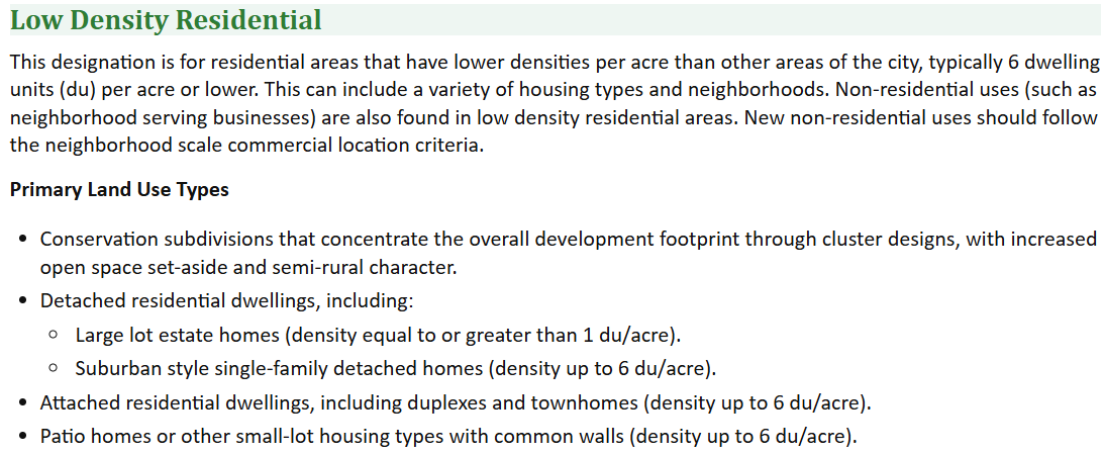
In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.**
   The proposed apartment development is not allowed in the current Suburban Residential (SR) zoning district. The proposed map amendment to rezone the subject property from Suburban Residential (SR) to the Urban Residential (UR) zoning district shall not cause for the requirements of the ULDC to be bypassed.

2. **Conforms to any associated prior approval for the development.**
   There are no prior approvals for the subject property. The proposed apartment development is not allowed in the current Suburban Residential (SR) zoning district.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is not consistent with Comprehensive Plan's Future Land Use Map. The subject property's future land use designation is Low Density Residential which, per the Comprehensive Plan accounts for up to six (6) dwelling units per acre with uses associated

with cluster-designed open space subdivisions, detached large-lot suburban-style development, and attached duplexes, townhomes, patio, or small-lot homes of the same density limitation as shown in figure 5:



**Low Density Residential**

This designation is for residential areas that have lower densities per acre than other areas of the city, typically 6 dwelling units (du) per acre or lower. This can include a variety of housing types and neighborhoods. Non-residential uses (such as neighborhood serving businesses) are also found in low density residential areas. New non-residential uses should follow the neighborhood scale commercial location criteria.

**Primary Land Use Types**

- Conservation subdivisions that concentrate the overall development footprint through cluster designs, with increased open space set-aside and semi-rural character.
- Detached residential dwellings, including:
  - Large lot estate homes (density equal to or greater than 1 du/acre).
  - Suburban style single-family detached homes (density up to 6 du/acre).
- Attached residential dwellings, including duplexes and townhomes (density up to 6 du/acre).
- Patio homes or other small-lot housing types with common walls (density up to 6 du/acre).

*FIGURE 5: Low Density Residential – Comprehensive Plan*

The proposed zoning map amendment proposes changing the zoning map from Suburban Residential (SR), that allows for residential density from 4.0-4.5, to Urban Residential (UR) that allows for a density range between 21-30 dwelling units per acre within the Unified Development Code (ULDC). The zoning map amendment would allow for up to the aforementioned dwelling units per acre despite the applicant's conceptual design of 16.6 dwelling units per acre.

Further consideration of the Comprehensive Plan's goals as they relate to the subject property are considered. The proposed zoning map amendment to rezone the subject property from SR to UR, as it relates to the City's Comprehensive Plan 2040 Housing and Neighborhood, and Land Use and Development (LUD) goals are provided below:

> ***Goal Housing and Neighborhood 1 (HN1): Residential Growth occurs in logical areas and in a manner that supports fiscal sustainability of the City into the future including through infill development.***
> *The zoning change from SR to UR does not align with the logical designation of Low Density Residential as provided in the Comprehensive Plan's Future Land Use Map for the subject property. The current SR zoning district allows up to six (6) dwelling units per acre. The proposed UR zoning district may allow for 21-30 dwelling units per acre.*
>
> ***Goal Housing and Neighborhood 2 (HN2): A wider variety of housing types available within the city, including rental options and affordable options across the income spectrum and for various "life cycle" stages to meet the housing needs of residents and local employees.***
> *The zoning amendment may allow for a variation on housing stock as the UR zoning district allows for multifamily development, but the proposed zoning district does not guarantee affordability across income spectrums.*
>
> ***Goal Housing and Neighborhood 3 (HN3): Well-maintained existing housing stock, including multi-family complexes and single-family homes, that provide safe and quality housing options.***

*The potential for new housing stock meeting City of Baytown codes may satisfy this goal.*
***Goal Land Use and Development 2 (LUD2): A focus on quality development expectations for both new development and redevelopment.***
*The potential for new housing stock meeting City of Baytown codes may satisfy this goal.*

***Goal Land Use and Development 3 (LUD3): A diversity of land uses that enables both a healthy economy and high quality of life for residents through vibrant commercial areas, neighborhoods and industry.***
*The potential for land use diversity is evident when transitioning from Suburban Residential (SR) to Urban Residential (UR).*

**4. Promotes the purposes of the ULDC.**

The purposes of the Unified Land Development Code (ULDC) provided in Section 1.12 of the ULDC provides the following criteria that the proposed rezoning *does not* align with as it relates to the Comprehensive Plan:

A. **Health, Safety, and General Welfare**. Promote health, safety, and general welfare; by:

3. Preventing the overcrowding of land; and, promoting a healthful and convenient distribution of population by regulating the intensity and density of development;
4. Ensuring an adequate street network to lessen congestion in the streets;
5. Facilitating the adequate provision of transportation, water, sewers, schools, parks, and other public requirements for the benefit of the citizens of Baytown; and

B. **Quality of Life**. Protect the quality of life of City residents, business owners, employees, and visitors by:

2. Avoid undue concentration of population;
4. Protecting the character and stability of agricultural, residential, institutional, commercial, industrial, and natural areas

C. **Fiscal and Functional Health**. Protect the fiscal and functional health of the City by:

1. Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the City;
5. Promoting a balanced supply of residential, commercial, and industrial land uses that are compatible with adjacent land uses and have good transportation access.

E. **Stability**. Promote the stability of existing land uses that conform with the Comprehensive Plan and protect the existing land uses from inharmonious influences and harmful intrusions.

The proposed map amendment as it relates to the Comprehensive Plan's Future Land Use does not align with the aforementioned criteria of the ULDC for proposed zoning map amendments as it promotes a higher density count than what is designated by the Comprehensive Plan.

5. **Provides adequate infrastructure.**
   The Zoning Map Amendment does not provide infrastructure. Future permitting applications will be reviewed to require adequate infrastructure to support development.

6. **Is compatible with surrounding area.**
   The surrounding area consists of zoning districts that do not allow apartment dwelling development – Alternative Residential (AR), Suburban Residential (SR), Mixed-Use Neighborhood (MUN), and General Commercial (GC).

7. **Advances normal and orderly development and improvement of the surrounding properties.**
   The proposed zoning map amendment does not align with the orderly development established by the Comprehensive Plan's Future Land Use Map.

8. **There are changed conditions on the subject property or in its vicinity.**
   The subject property is adjacent to the General Commercial (GC) and Mixed-Use Neighborhood zoning districts along districts are along Massey Tompkins Road.

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed map amendment to Urban Residential (UR) allows for an increased density in an area planned for low-density residential development. Mitigation of adverse conditions have yet to be established.

10. **Addresses community need.**
    The proposed zoning map amendment is sought to provide for residential development of a density greater than six (6) dwelling units per acre.

**Staff Recommendation:**
Staff recommends denial of the proposed zoning map amendment from Suburban Residential (SR) to a Urban Residential (UR) Zoning District.

## Commission Recommendation:

The Commission recommended **denial** of the proposed zoning map amendment from Suburban Residential (SR) to an Urban Residential (UR) Zoning District on Tuesday, July 21, 2026.

Donna Wintrey, Chairman
Planning and Zoning Commission
City of Baytown, Texas

CITY COUNCIL MEETING 5. j.

**Meeting Date:** 08/27/2026
**Subject:** Zoning Map Amendment from Suburban Residential (SR) to Urban Residential (UR) at 3710 Crosby Cedar Bayou Road
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Talbert Jackson, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 16.474 acres of land, located south of Massey Tompkins Road, east of Crosby Cedar Bayou Road, at 3710 Crosby Cedar Bayou Road, from the Suburban Residential (SR) Zoning District to an Urban Residential (UR) Zoning District.

### PREFACE

The applicant is requesting to rezone approximately 16.474 acres of land located at 3710 Crosby Cedar Bayou Road. The property is legally described as a Tract 12C Abstract 69 Christian Smith Survey, Harris County, Texas. The request is to change the zoning from Suburban Residential (SR) to Urban Residential (UR) to allow for multifamily development. The proposed rezoning would allow for multifamily development to be located within 1/2 mile of an existing multifamily development.

## Fiscal Impact

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

## Attachments

Ordinance
Exhibit A
Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 16.474 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF MASSEY TOMPKINS ROAD, EAST OF CROSBY CEDAR BAYOU ROAD, AT 3710 CROSBY CEDAR BAYOU ROAD, BAYTOWN, TEXAS 77521, LEGALLY DESCRIBED AS TRACT 12C ABSTRACT 69 CHRISTIAN SMITH SURVEY, HARRIS COUNTY, TEXAS, FROM SUBURBAN RESIDENTIAL (SR) TO A URBAN RESIDENTIAL (UR) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

**********

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

Section 1: That the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to effectuate zoning district changes for approximately 16.474 acres generally located on the south side of Massey Tompkins Road, east of Crosby Cedar Bayou Road, at 3710 Crosby Cedar Bayou Road, Baytown, Texas 77521, legally described as Tract 12C Abstract 69 Christian Smith Survey, Harris County, Texas, from Suburban Residential (SR) Zoning District to a Urban Residential (UR) Zoning District. The amended portion of the official zoning map is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

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

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____

CHARLES JOHNSON, Mayor

ATTEST:

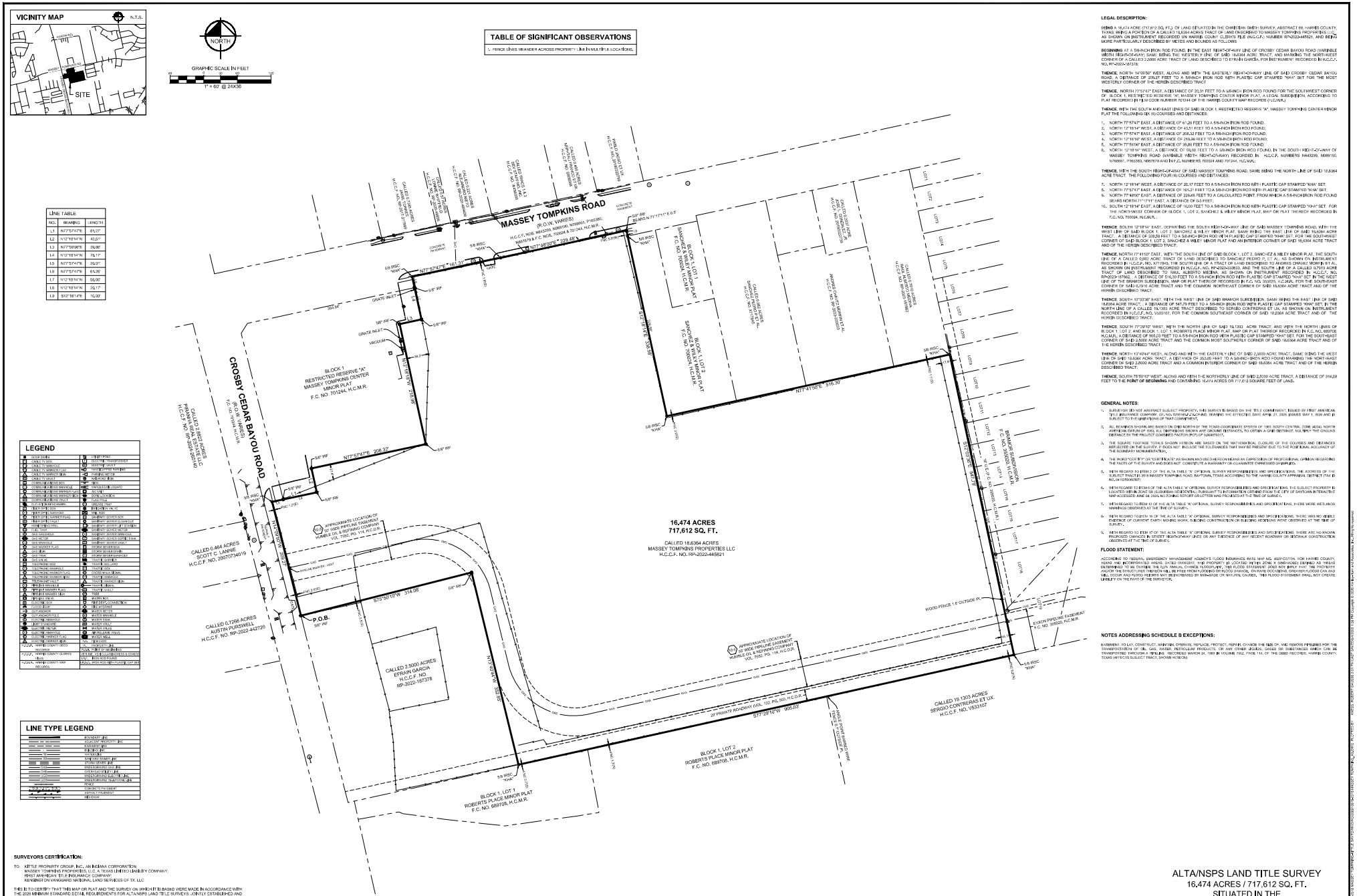
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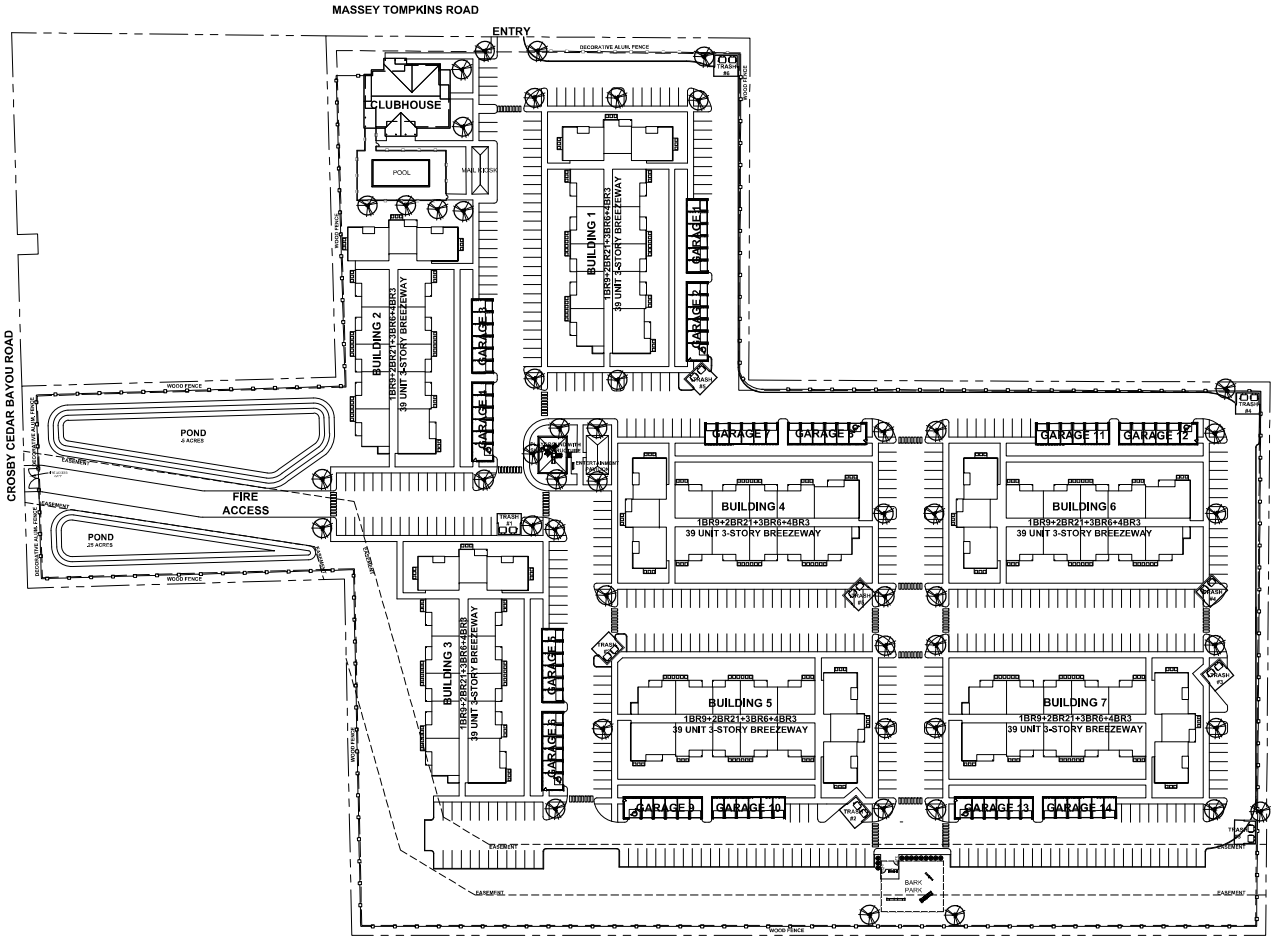
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____

SCOTT LEMOND, City Attorney


VICINITY MAP
N.T.S.
SITE
NORTH
GRAPHIC SCALE IN FEET
1" = 60' @ 24X36
TABLE OF SIGNIFICANT OBSERVATIONS
1. FENCE LINES MEANDER ACROSS PROPERTY LINES IN MULTIPLE LOCATIONS.
LINE TABLE
NO. BEARING LENGTH
L1 N77°57'47"E 81.37'
L2 N12°18'14"W 43.5'
L3 N77°58'06"E 39.98'
L4 N12°18'14"W 75.17'
L5 N77°57'47"E 29.27'
L6 N77°57'47"E 41.39'
L7 N12°18'14"W 55.00'
L8 N12°18'14"W 20.17'
L9 S12°18'14"E 70.00'
MASSEY TOMPKINS ROAD
(R.O.W. VARIES)
H.C.C.F. NOS. N643295, N669190, N788951, P183380,
N897678 & F.C. NOS. 700624 & 701244, H.C.M.R.
N77°58'06"E * 229.48'
CROSBY CEDAR BAYOU ROAD
(R.O.W. VARIES)
BLOCK 1
RESTRICTED RESERVE "A"
MASSEY TOMPKINS CENTER
MINOR PLAT
F.C. NO. 701244, H.C.M.R.
BLOCK 1, LOT 1
SANCHEZ & WILEY MINOR PLAT
F.C. NO. 700624, H.C.M.R.
BLOCK 1, LOT 2
SANCHEZ & WILEY MINOR PLAT
F.C. NO. 700624, H.C.M.R.
BRAMOR SUBDIVISION
F.C. NO. 593020, H.C.M.R.
ROBERTS PLACE MINOR PLAT
F.C. NO. 689708, H.C.M.R.
16,474 ACRES
717,612 SQ. FT.
CALLED 18.9364 ACRES
MASSEY TOMPKINS PROPERTIES LLC
H.C.C.F. NO. RP-2022-445821
CALLED 0.464 ACRES
SCOTT C. LANNE
H.C.C.F. NO. 20070734019
CALLED 0.7266 ACRES
AUSTIN PURSWELL
H.C.C.F. NO. RP-2022-442720
CALLED 2.3000 ACRES
ERWIN GARCIA
H.C.C.F. NO.
RP-2022-197378
CALLED 19.1303 ACRES
SERGIO CONTRERAS ET UX
H.C.C.F. NO. 1533107
CALLED 2.8602 ACRES
RUBEN REAL ESTATE LLC
H.C.C.F. NO. RP-2021-260140
P.O.B.
APPROXIMATE LOCATION OF 20' WIDE PIPELINE EASEMENT HUMBLE OIL & REFINING COMPANY VOL. 7552, PG. 114, H.C.D.R.
APPROXIMATE LOCATION OF 40' WIDE PIPELINE EASEMENT HUMBLE OIL & REFINING COMPANY VOL. 7552, PG. 114, H.C.D.R.
22' PRIVATE ROADWAY (VOL. 197, PG. 503, H.C.D.R.)
EXXON PIPELINE EASEMENT F.C. NO. 325522, H.C.M.R.
WOOD FENCE 1.5' OUTSIDE P.L.
S77°58'06"W 905.03'
S77°58'06"W 374.08'
N77°57'47"E 216.08'
N77°57'47"E 208.32'
S12°18'14"E 308.98'
N77°41'50"E 516.39'
S77°57'47"W 208.32'
S77°57'47"W 216.08'
N12°18'14"W




N

PROPOSED SITE PLAN
SCALE: 1"=60'-0"

0 60 120 Feet

**HARBORLINE APARTMENTS - FAMILY HOUSING**
MASSEY TOMPKINS ROAD, BAYTOWN, TX 77521

**SITE:**
± 16.47 ACRES

**ZONING:**
EXISTING - SR (SUBURBAN RESIDENTIAL)
PROPOSED - UR (URBAN RESIDENTIAL)

**PROPOSED DENSITY:**
273 DWELLING UNITS
16.6 DWELLING UNITS/ACRE

**PROJECT SCOPE:**
(7) 1BR9+2BR21+3BR6+4BR3 - 3-STORY 39 UNIT 'T' BREEZEWAY

**UNIT MIX:**
63 1BR UNITS (23%)
147 2BR UNITS (54%)
42 3BR UNITS (15%)
21 4BR UNITS (08%)

**273 DWELLING UNITS**

**ACCESSIBILITY:**
14 TYPE A ACCESSIBLE DWELLING UNITS (5% REQUIRED)
6 AUDIO-VISUAL DWELLING UNITS (2% REQUIRED)

**AMENITIES:**
CLUBHOUSE / LEASING OFFICE
WORK OUT CENTER
MAINTENANCE GARAGE
MAIL KIOSK
POOL
ENTERTAINMENT PAVILION
OUTDOOR ACTIVITY SPACES
BARK PARK
MONUMENT SIGN
PERIMETER FENCE
(14) 6-BAY GARAGE BUILDINGS
(6) DUMPSTERS SCREENED

**PARKING:**
REQUIRED:= 409 SPACES
445 SURFACE SPACES PROVIDED
83 GARAGE SPACES
528 SPACES PROVIDED

**ACCESSIBILITY:**
10 ACCESSIBLE SURFACE PARKING SPACES
4 VAN ACCESSIBLE GARAGES

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310 E 96th Street #400
Indianapolis, IN 46240
317.846.3111
Kittleproperties.com

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PROJECT TITLE
**HARBORLINE APARTMENTS**
Massey Tompkins Road, Baytown, TX

SHEET TITLE
CONCEPTUAL ARCHITECTURAL SITE PLAN

ISSUED FOR: DATE
6/01/2026

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
26-010

SHEET NUMBER
ASP-1

# City of Baytown

## Planning and Zoning Commission
## Report to City Council

**DATE:** August 27, 2026
**TO:** City Council
**FROM:** Planning and Zoning Commission

**RE:** Zoning Map Amendment from Suburban Residential (SR) to an Urban Residential (UR) Zoning District.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

**Requested Action:** An amendment to the official zoning map to rezone approximately 16.474 acres from Suburban Residential (SR) to an Urban Residential (UR) Zoning District

**Applicant:** Nathan Dietrich, Civicscape Consulting LLC

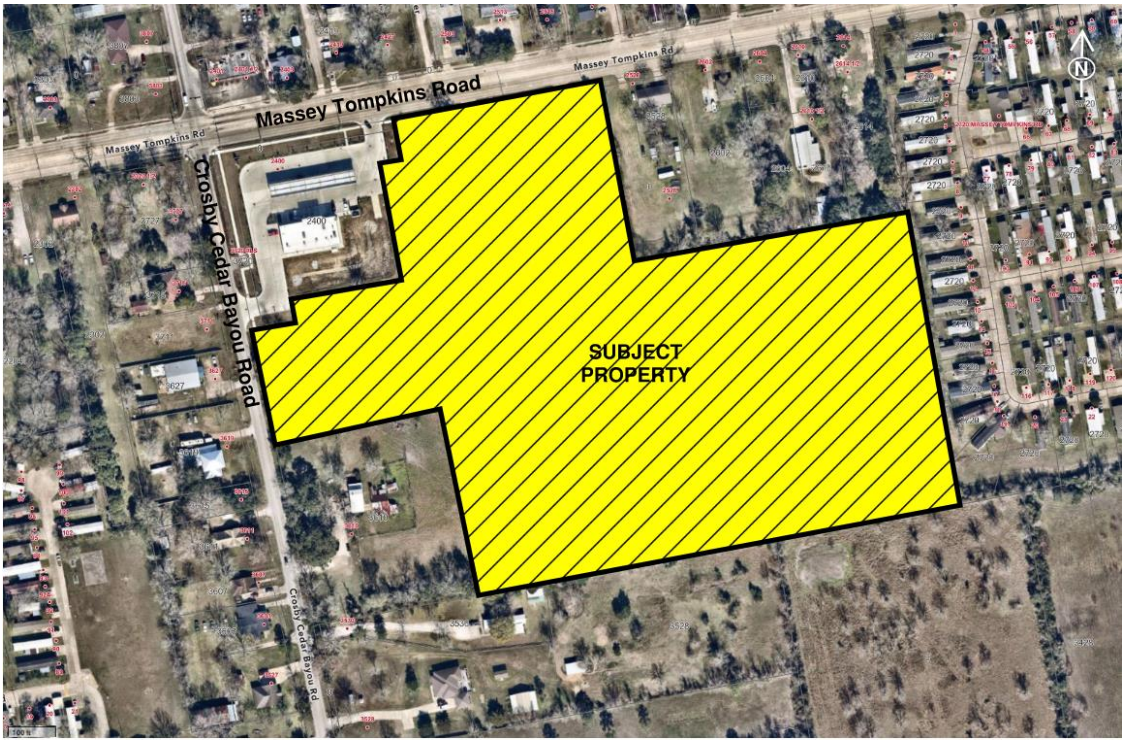
**Staff Planner:** Talbert Jackson, Senior Planner

**Public Notification:** On July 8, 2026, notice was published in the *Baytown Sun*; on July 8, 2026, notice was posted on the City of Baytown website and at City Hall; on July 8, 2026, signs were posted on the subject property; and 94 notices were mailed to property owners within 300 feet of the subject property on July 8, 2026

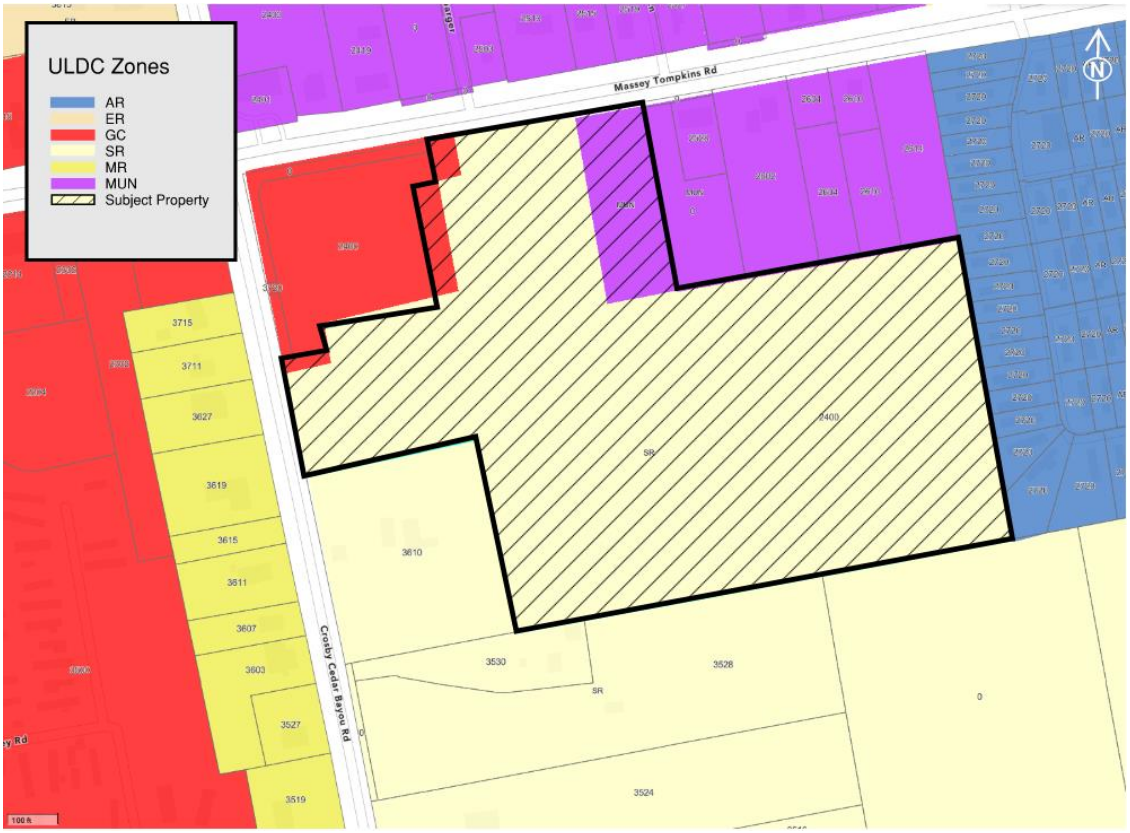
**Subject Property:** Approximately 16.474 acres, located at 3710 Crosby Cedar Bayou Road, Harris County, Texas, (Harris Parcel Number(s) 0410250060597)

### Parcel Information:
**Current Use**: Vacant
**Proposed Use:** Multifamily
**Future Land Use (FLU)**: Low Density Residential

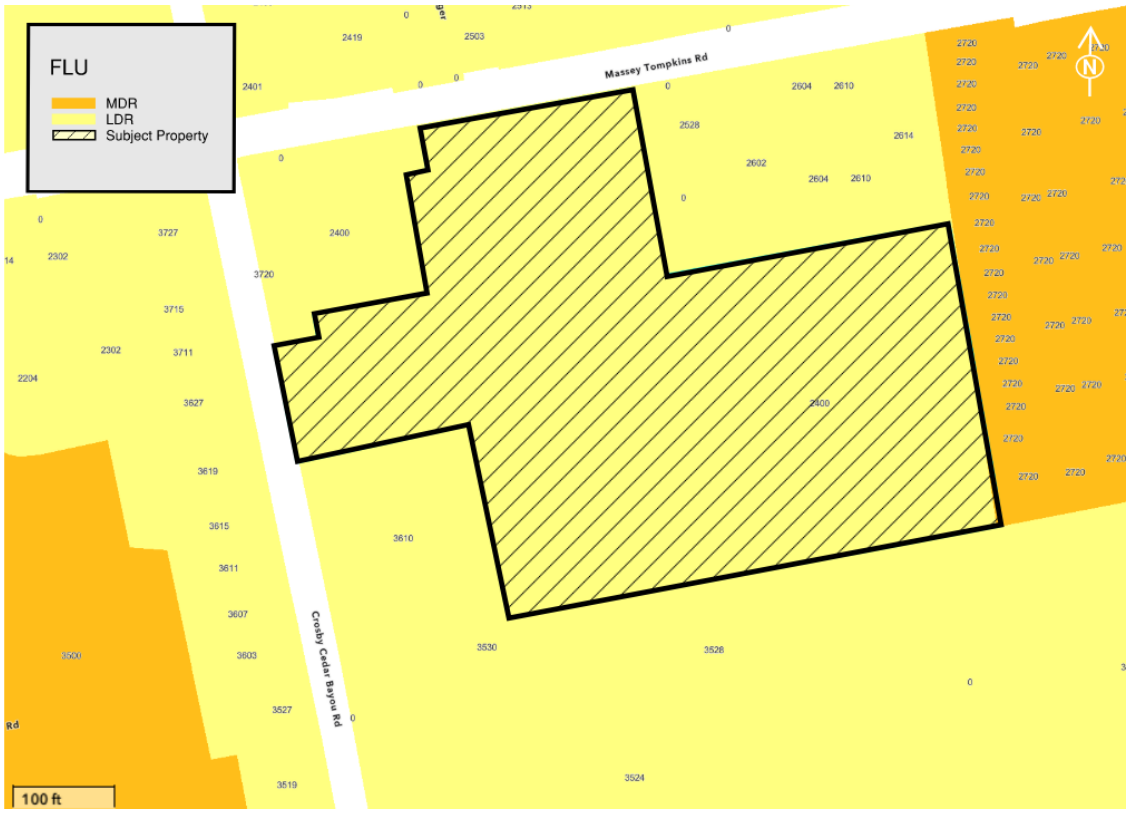
### Adjacent Parcel Information:
**North:** General Commercial (GC) and Mixed-Use Neighborhood (MUN)
**South:** Suburban Residential (SR)
**East:** Alternative Residential (AR)
**West:** Mixed Residential (MR)



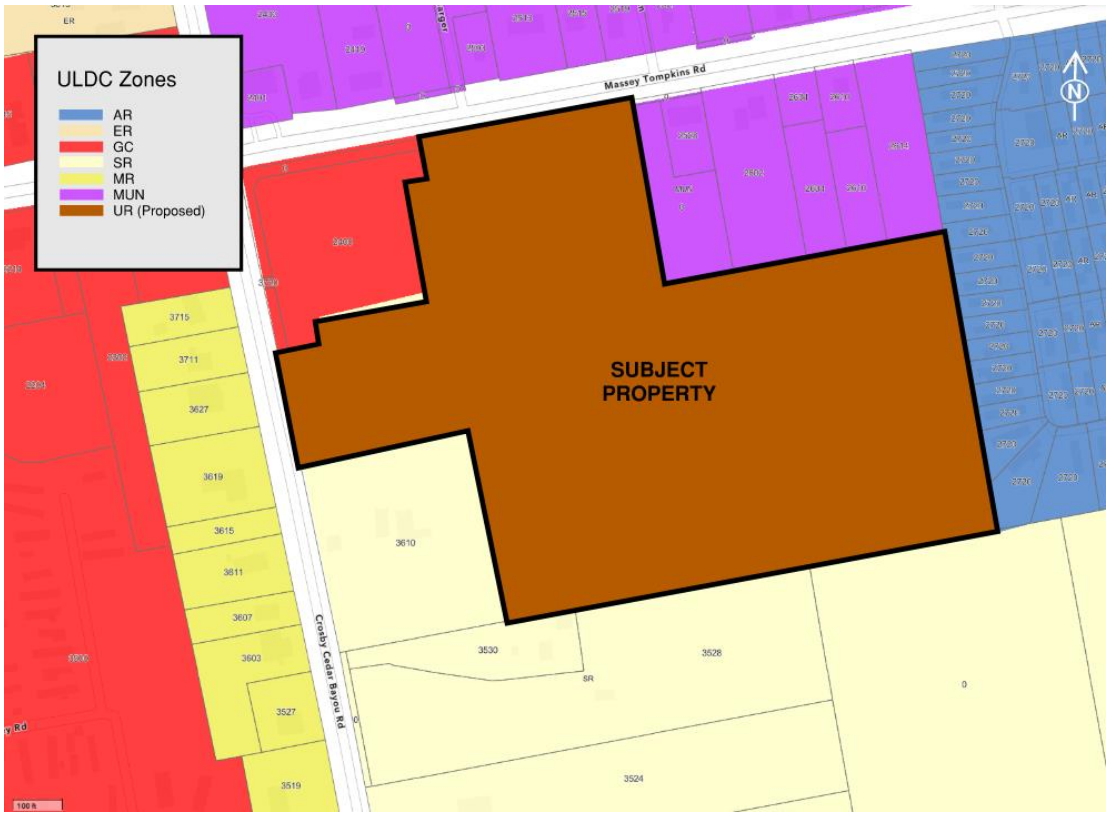

*Vicinity Map*




*Current Zoning Map*




*FLU Map*




*Proposed Zoning Map*

## Staff Analysis:

The applicant is requesting to rezone the subject property from the Suburban Residential (SR) zoning district to the Urban Residential (UR) zoning district. The SR zoning district allows a maximum gross density at 4-4.5 single detached units per acre while the proposed UR zoning district allows gross density at 21-30 apartment dwelling units per acre. The applicant is requesting to allow for apartment density of approximately 15-18 dwelling units per acre. The applicant's conceptual site plan proposes a family housing development consisting of approximately 273 dwelling units that range from one (1) to four (4) bedrooms.

The proposed rezoning to the Urban Residential Zoning District (UR) shall require development standards of the Unified Land Development Code (ULDC) such as, but not limited to landscape bufferyards from surrounding zoning districts of differing zoning classifications, per Table 3.43-1 and Table 3.43-2 of the ULDC illustrated in Figure 1. Figure 1 shows bufferyard classification A will be required for adjacent properties of the Estate Residential (ER), Suburban Residential (SR) or Open Space/Recreation (OR) zoning district designations. Additionally, Figure 1 illustrates bufferyard type A design types and required measurements.

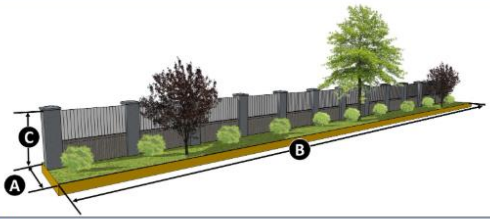
**Table 3.43-1,**
**District Bufferyard Standards**

| Zoning of Property Proposed for Development | Zoning of Adjoining District | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | ER | SR | MR, UR, AR | MUN, DTA, SJ | NC | GC, FC | LI | HI | OR |
| ER | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| SR | A | -- | -- | -- | -- | -- | -- | -- | A |
| MR, UR, AR | A | A | -- | -- | -- | -- | -- | -- | A |
| MUN, DTA, SJ | A | A | A | -- | -- | -- | -- | -- | B |
| NC | A | A | A | -- | -- | -- | -- | -- | B |
| GC, FC | B | B | B | B | A | -- | -- | -- | B |
| LI | C | C | C | C | C | B | -- | -- | C |
| HI | Adjacency not Permitted | | | | | D | B | -- | Adjacency not Permitted |
| OR | -- | -- | -- | -- | -- | -- | -- | -- | -- |

**Table 3.43-2,**
**District Bufferyard Type Specifications and Illustrations**

| Bufferyard Type | Width (Structural / Natural) (A) | Required Plantings per 100 Linear Feet (B) (Structural / Natural) | | | | Height of Wall, or Fence / Berm (C) |
|---|---|---|---|---|---|---|
| | | Large | Small | Evergreen | Shrubs | |
| A | 5' / 15' | 1 / 2 | 2 / 4 | N/A | 10 / 15 | $6'^{2}$ / 4' |

**Structural Type A Bufferyard Illustration**




**Natural Type A Bufferyard Illustration**

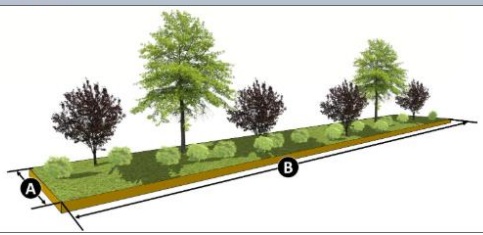



*FIGURE 1: District Bufferyard*

As illustrated in Figure 2, the surrounding area consists of a gas station and convenience store at the southeast corner of Crosby Cedar Bayou Road and Massey Tompkins Road, a mobile home park, consisting of 128 units (Bramor Subdivision Mobile Home Park) is located to the east; a mobile home parks located to the west consists of 166 units (Bramor Place Mobile Home Park); multifamily development located to the southwest consists of approximately 100 units (Crosby Green Apartments). A subdivision of 121 residential units located southeast of the subject site that is accessible via N Alexander Drive (Red Cedar Subdivision). Additionally, single-family residential is located to the west and south.

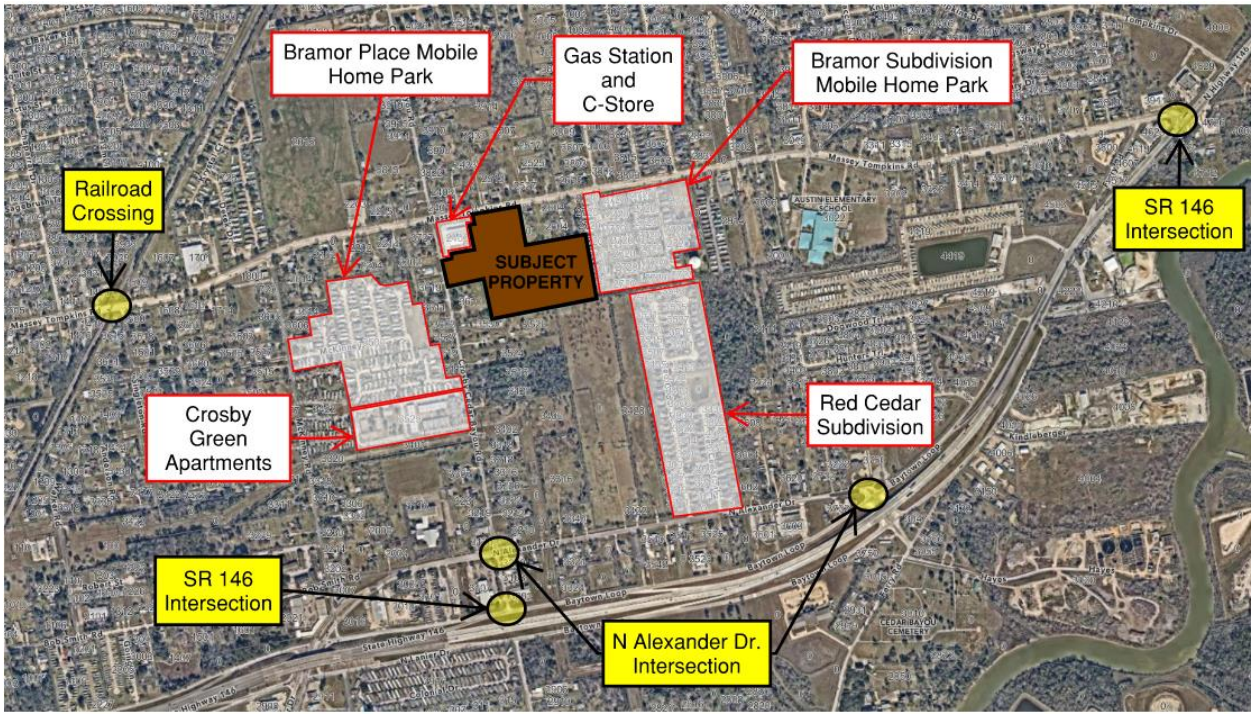
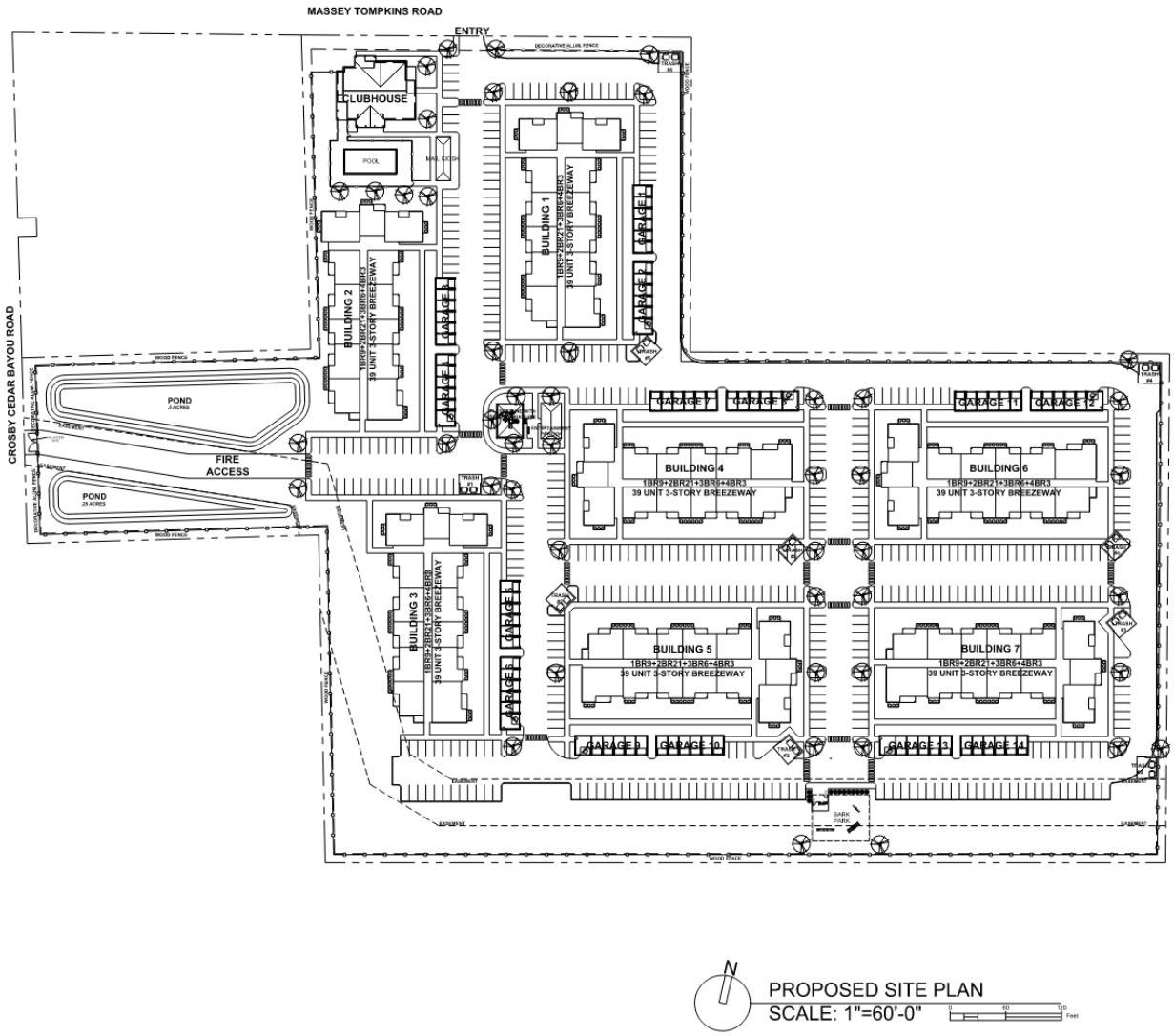



*FIGURE 2: Surrounding Area Map*

The property is accessible to public right-of-way to the west at Crosby Cedar Bayou Road, as well as to the north at Massey Tompkins Road. Both roadways are classified as major arterials on the City's Thoroughfare Plan. Additionally, the subject property is located approximately ½ mile east of the nearest railroad crossing, ½ mile north of State Road 146, one mile west of State Road 146, and approximately 4.5 miles southeast of the San Jacinto Market Place that is currently under construction.

A 50-ft wide pipeline easement traverses adjacent to the subject property's western and southern property lines. The easement is illustrated on the applicant's submitted survey as well as located on the conceptual site plan, shown in Figure 3.




*Site Plan*

*FIGURE 3: Conceptual Site Plan*

Development standards of the Urban Residential (UR) zoning district, located within subsection 2.21-5 of the ULDC, are illustrated in Figure 3.

| | 6. UR Residential Lot Density and Dimensions | Conventional | Infill |
|---|---|---|---|
| | **Gross Density** | | |
| | Maximum Dwellings per acre | 21 du/ac | 30 du/ac |
| | **Civic and Open Space** | | |
| | Minimum Civic and Open Space Requirement | | |
| | Apartment | 15% | 10% |
| | All Other Permitted Residential | N/A | N/A |
| | **Lot Dimensions** | | |
| A | Minimum Lot Area | | |
| | Single-Unit Detached (Zero Lot Line) | 3,500 SF | 2,750 SF |
| | Duplex | 3,000 SF | 2,500 SF |
| | Townhouse | 1,600 SF | 1,500 SF |
| | Multiplex | 1,875 SF | 1,200 SF |
| | Apartment[2] | N/A | N/A |
| | Live/Work | N/A | N/A |
| | Nonresidential | N/A | N/A |
| B | Minimum Lot Width | | |
| | Single-Unit Detached (Zero Lot Line) | 35 ft. | 25 ft. |
| | Duplex | 35 ft. | 25 ft. |
| | Townhouse | 20 ft. | 18 ft. |
| | Multiplex | 60 ft. | 45 ft. |
| | Apartment | N/A | N/A |
| | Live Work | N/A | N/A |
| | Nonresidential | 50 ft. | 50 ft. |
| | **Lot Coverage** | | |
| | Maximum Lot Coverage | | |
| | All Residential | 80% | 80% |
| | Nonresidential | 80% | 80% |
| | **Building Height** | | |
| C | Maximum Building Height[3] | | |
| | All Residential | 35 ft./45 ft./60 ft. (SUD, SUA, D/TH,MP/APT[1]) | 35 ft./45 ft./60 ft. (SUD, SUA, D/TH,MP/APT[1]) |
| | Live/Work and Nonresidential | 45 ft. | 45 ft. |
| | **Building Setbacks** | | |
| D | Front (Min.) | | |
| | All Residential | 15 ft. | 10 ft. |
| | Nonresidential | 15 ft. | 10 ft. |
| E | Street Side (Min.) | | |
| | All Residential | 10 ft. | 5 ft. |
| | Nonresidential | 10 ft. | 5 ft. |
| F | Interior Side (Min.) | | |
| | Single-Unit Detached (Zero Lot Line)[4] | 0 ft./5 ft. | 0 ft./5 ft. |
| | Townhouse[5] | 0 ft./5 ft. | 0 ft./5 ft. |
| | All Other Permitted Residential | ft. | 5 ft. |
| | Live/Work and Nonresidential | 10 ft. | 10 ft. |
| G | Rear (Min.) | | |
| | All Residential | 10 ft. | 10 ft. |
| | Nonresidential | 10 ft. | 10 ft. |

**TABLE NOTES**:
SF = Square Feet; ft. = Feet

1. SUD = Single-Unit Detached; D = Duplex; TH = Townhouse; MP = Multiplex; APT = Apartment.
2. Minimum lot area is calculated on a "per dwelling unit" basis. Minimum lot width is calculated for the entire lot.
3. The methodology for measuring Maximum Building Height ("C") as presented in the illustrations in Table 7, below, will be dependent upon roof type. Refer to Sec. 2.41, *Measurements*, for specific methods of measuring building height.
4. The first number is the setback for one side of the dwelling and the second number is the setback for the other side.
5. The first number is the setback for both sides of an interior unit and the second number is the setback for one side of an exterior unit.

*FIGURE 4: Urban Residential (UR) Dimensional Standards*

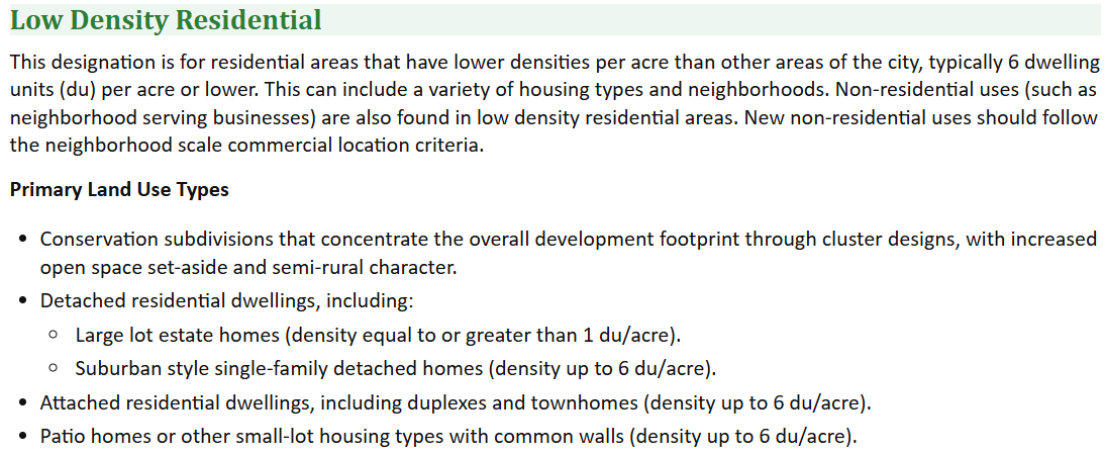
In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.**
   The proposed apartment development is not allowed in the current Suburban Residential (SR) zoning district. The proposed map amendment to rezone the subject property from Suburban Residential (SR) to the Urban Residential (UR) zoning district shall not cause for the requirements of the ULDC to be bypassed.

2. **Conforms to any associated prior approval for the development.**
   There are no prior approvals for the subject property. The proposed apartment development is not allowed in the current Suburban Residential (SR) zoning district.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is not consistent with Comprehensive Plan's Future Land Use Map. The subject property's future land use designation is Low Density Residential which, per the Comprehensive Plan accounts for up to six (6) dwelling units per acre with uses associated

with cluster-designed open space subdivisions, detached large-lot suburban-style development, and attached duplexes, townhomes, patio, or small-lot homes of the same density limitation as shown in figure 5:



**Low Density Residential**

This designation is for residential areas that have lower densities per acre than other areas of the city, typically 6 dwelling units (du) per acre or lower. This can include a variety of housing types and neighborhoods. Non-residential uses (such as neighborhood serving businesses) are also found in low density residential areas. New non-residential uses should follow the neighborhood scale commercial location criteria.

**Primary Land Use Types**

- Conservation subdivisions that concentrate the overall development footprint through cluster designs, with increased open space set-aside and semi-rural character.
- Detached residential dwellings, including:
  - Large lot estate homes (density equal to or greater than 1 du/acre).
  - Suburban style single-family detached homes (density up to 6 du/acre).
- Attached residential dwellings, including duplexes and townhomes (density up to 6 du/acre).
- Patio homes or other small-lot housing types with common walls (density up to 6 du/acre).

*FIGURE 5: Low Density Residential – Comprehensive Plan*

The proposed zoning map amendment proposes changing the zoning map from Suburban Residential (SR), that allows for residential density from 4.0-4.5, to Urban Residential (UR) that allows for a density range between 21-30 dwelling units per acre within the Unified Development Code (ULDC). The zoning map amendment would allow for up to the aforementioned dwelling units per acre despite the applicant's conceptual design of 16.6 dwelling units per acre.

Further consideration of the Comprehensive Plan's goals as they relate to the subject property are considered. The proposed zoning map amendment to rezone the subject property from SR to UR, as it relates to the City's Comprehensive Plan 2040 Housing and Neighborhood, and Land Use and Development (LUD) goals are provided below:

> ***Goal Housing and Neighborhood 1 (HN1): Residential Growth occurs in logical areas and in a manner that supports fiscal sustainability of the City into the future including through infill development.***
> *The zoning change from SR to UR does not align with the logical designation of Low Density Residential as provided in the Comprehensive Plan's Future Land Use Map for the subject property. The current SR zoning district allows up to six (6) dwelling units per acre. The proposed UR zoning district may allow for 21-30 dwelling units per acre.*
>
> ***Goal Housing and Neighborhood 2 (HN2): A wider variety of housing types available within the city, including rental options and affordable options across the income spectrum and for various "life cycle" stages to meet the housing needs of residents and local employees.***
> *The zoning amendment may allow for a variation on housing stock as the UR zoning district allows for multifamily development, but the proposed zoning district does not guarantee affordability across income spectrums.*
>
> ***Goal Housing and Neighborhood 3 (HN3): Well-maintained existing housing stock, including multi-family complexes and single-family homes, that provide safe and quality housing options.***

*The potential for new housing stock meeting City of Baytown codes may satisfy this goal.*
***Goal Land Use and Development 2 (LUD2): A focus on quality development expectations for both new development and redevelopment.***
*The potential for new housing stock meeting City of Baytown codes may satisfy this goal.*

***Goal Land Use and Development 3 (LUD3): A diversity of land uses that enables both a healthy economy and high quality of life for residents through vibrant commercial areas, neighborhoods and industry.***
*The potential for land use diversity is evident when transitioning from Suburban Residential (SR) to Urban Residential (UR).*

**4. Promotes the purposes of the ULDC.**

The purposes of the Unified Land Development Code (ULDC) provided in Section 1.12 of the ULDC provides the following criteria that the proposed rezoning *does not* align with as it relates to the Comprehensive Plan:

A. **Health, Safety, and General Welfare**. Promote health, safety, and general welfare; by:

3. Preventing the overcrowding of land; and, promoting a healthful and convenient distribution of population by regulating the intensity and density of development;
4. Ensuring an adequate street network to lessen congestion in the streets;
5. Facilitating the adequate provision of transportation, water, sewers, schools, parks, and other public requirements for the benefit of the citizens of Baytown; and

B. **Quality of Life**. Protect the quality of life of City residents, business owners, employees, and visitors by:

2. Avoid undue concentration of population;
4. Protecting the character and stability of agricultural, residential, institutional, commercial, industrial, and natural areas

C. **Fiscal and Functional Health**. Protect the fiscal and functional health of the City by:

1. Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the City;
5. Promoting a balanced supply of residential, commercial, and industrial land uses that are compatible with adjacent land uses and have good transportation access.

E. **Stability**. Promote the stability of existing land uses that conform with the Comprehensive Plan and protect the existing land uses from inharmonious influences and harmful intrusions.

The proposed map amendment as it relates to the Comprehensive Plan's Future Land Use does not align with the aforementioned criteria of the ULDC for proposed zoning map amendments as it promotes a higher density count than what is designated by the Comprehensive Plan.

5. **Provides adequate infrastructure.**
   The Zoning Map Amendment does not provide infrastructure. Future permitting applications will be reviewed to require adequate infrastructure to support development.

6. **Is compatible with surrounding area.**
   The surrounding area consists of zoning districts that do not allow apartment dwelling development – Alternative Residential (AR), Suburban Residential (SR), Mixed-Use Neighborhood (MUN), and General Commercial (GC).

7. **Advances normal and orderly development and improvement of the surrounding properties.**
   The proposed zoning map amendment does not align with the orderly development established by the Comprehensive Plan's Future Land Use Map.

8. **There are changed conditions on the subject property or in its vicinity.**
   The subject property is adjacent to the General Commercial (GC) and Mixed-Use Neighborhood zoning districts along districts are along Massey Tompkins Road.

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed map amendment to Urban Residential (UR) allows for an increased density in an area planned for low-density residential development. Mitigation of adverse conditions have yet to be established.

10. **Addresses community need.**
    The proposed zoning map amendment is sought to provide for residential development of a density greater than six (6) dwelling units per acre.

**Staff Recommendation:**
Staff recommends denial of the proposed zoning map amendment from Suburban Residential (SR) to a Urban Residential (UR) Zoning District.

## Commission Recommendation:

The Commission recommended **denial** of the proposed zoning map amendment from Suburban Residential (SR) to an Urban Residential (UR) Zoning District on Tuesday, July 21, 2026.

Donna Wintrey, Chairman
Planning and Zoning Commission
City of Baytown, Texas

CITY COUNCIL MEETING 5. k.

**Meeting Date:** 08/27/2026
**Subject:** Special Use Permit: Development of Stand Alone Apartment Dwellings
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Talbert Jackson, Planning and Development Services

## Information

### ITEM

Conduct a public hearing concerning a request to approve a Special Use Permit (SUP) on approximately 31.124 acres located at 10108 Old Needlepoint Road to allow for the development of multifamily apartment dwellings to be designed as standalone rental apartment units within the Freeway Commercial (FC) Zoning District.

### PREFACE

The applicant is requesting a Special Use Permit (SUP) to develop multifamily apartment dwellings in the Freeway Commercial (FC) Zoning District on approximately 31.124 acres, legally described as Lot 16 and part of Lot 17, Block 3 of the Chambers Commons Final Plat, designed as standalone apartment dwellings that the applicant describes as horizontal multifamily apartment dwellings.

Supporting documentation is attached for review.

### RECOMMENDATION

Staff recommends approval with the following conditions:
1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include: No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At Least two points of ingress and egress shall be required.
6. Landscare Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.

Planning and Zoning Commission recommends approval with the following conditions:
1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include: No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At Least two points of ingress and egress shall be required.
6. Landscare Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.
9. The submitted site plan shall generally conform to the concept plan provided.

## Attachments

Application and Supporting Documents
Vicinity Map
Future Land Use (FLU) Map
Zoning Map
Staff Report

# Special Use Permit
# Application and Applicant Statement

**Application Date:** May 5, 2026

**Plan Number:** ZP26050039

**Requested Action:** A Special Use Permit to allow design layout of non-traditional multi-family development being described as horizontal multi-family

**Applicant:** Tim Crawford P.O. Box 7862, The Woodlands Texas 77387 (281) 210-7768

**Owner:** KM 146 Partners LP 7500 San Felipe, Suite 750, Houston Texas 77063 (281) 787-0910

**Pre-application Number:** ZM26030062

**Property Legal Description:** Part of Lot 17 Block 3 Chambers Commons Final Plat

**Acres**: 31.124

**Current Zoning:** Freeway Commercial (FC)
**Proposed Zoning:** N/A – Special Use Permit

## Applicant Statement

1. **Explain how the request complies with the applicable standards of the City's Code, the Unified Land Development Code (ULDC), and any applicable county, state, or federal requirement.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

2. **Explain how the request conforms to any associated prior approval for the development.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

3. **Explain how the request is consistent with the Comprehensive Plan and other adopted plans of the City.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family
4. **Explain how the request promotes the purposes of the ULDC.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

5. **Explain how the request provides adequate utilities, access roads, drainage and other necessary supporting facilities.**
   The planned development has been sufficiently planned

6. **Explain how the request is compatible with surrounding area.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

7. **Explain how the request Advances normal and orderly development and improvement of the surrounding properties.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

8. **Explain how there are changed conditions on the subject property or in its vicinity.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

9. **Explain how the request mitigates adverse impacts of the use and development of land on the natural or built environment.**
   Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

10. **Explain how the request addresses community need.**
    Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

11. **Explain how the request meets site plan criteria set forth in the ULDC Sections 2.34 and 7.44, whereas the Planning and Zoning Commission may recommend and the City Council may adopt other conditions needed to protect the public health, safety and welfare, including but not limited to, site layout, site improvements, site circulation, hours of operation and additional landscape or parking requirements.**
    Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

12. **Explain how the request ensures adequate nuisance prevention measures will be taken and maintained to prevent or control offensive odor, fumes, dust, noise and vibration.**
    Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

13. **Explain how the request will not adversely affect land use pattern or physical character of surrounding uses due to inadequate buffering, screening, setbacks or other land use considerations.**
    Multi family is allowed by right in Freeway Commercial. Horizontal Multi Family is a form of Multi Family

***Boardwalk Village – Chambers County***

***Horizontal Multi-Family ("HMF")***

**Types of Housing Products**

HMF Large Apartment Building ("HMFLAB")

HMF Small Apartment Building ("HMFSAB")

HMF Attached Building ("HMFAB")

HMF Detached Building ("HMFDB")

HMF Detached Building Senior ("HMFDBSenior")

**Descriptions and Definitions**

*Horizontal Multi-Family ("HMF")*

A single lot ownership leasehold asset that is built, financed, owned, and operated as a traditional mutli-family project, except with lower density and more varied housing types. With the exception of a Senior Housing type which is unique to this particular project and has a special leasehold offering for Senior 55+ residents, all parking, driveways, amenities, common area, are shared. All of the built environment including interior and exterior of buildings and the landscaping is maintained by the leasehold owner. There is a leasing and operations office on site that handles all leasing and administers all buildings and operations. There is no subdivision of lots, homes, or building types. There is no free-hold ownership. The combination of the description, definition, and details as a whole creates the term Horizontal Multi-Family, which may also be referred to has "Hybrid Multi-Family."

*HMF Apartment Building*

A leasehold multi-story building with multiple homes with or without shared corridors.

*HMF Attached Building*

A leasehold single-story building with multiple homes without shared corridors

*HMF Detached Building*

A leasehold single-story building without multiple homes

*HMF Detached Building Senior*

A leasehold single-story building without multiple homes and age-restricted for Seniors 55+




40 STUDIO HOMES IN (2) HMFLAB BUILDINGS
32 1-BED HOMES IN (2) HMFLAB BUILDINGS
48 1-BED HOMES IN (12) HMFSAB BUILDINGS
24 2-BED HOMES IN (12) HMFSAB BUILDINGS
40 1-BED HOMES IN (20) HMFAB BUILDINGS
42 2-BED HOMES IN (17) HMFAB BUILDINGS
48 2-BED HMFDB BUILDINGS
8 3-BED HMFDB BUILINGS
19 HMFDBSENIOR BUILDINGS
301 HOMES TOTAL

HMFDB (MB)
HMFDB (MF)
HMFDB (3-BED)
HMFAB (1-BED)
HMFAB (2-BED)
HMFSAB
HMFDBSENIOR
HMFLAB

PARKING ANALYSIS:

MAIN SECTION:
465 OPEN SPACES

SENIOR SECTION:
38 OPEN SPACES
19 GARAGE SPACES

518 TOTAL PARKING SPACES

# Architectural Land Plan

# Boardwalk Village

Chambers County, Texas 04/30/26

The MZO GROUP
DESIGNERS ■ ARCHITECTS ■ PLANNERS
IN THE MIQUELLE TRADITION

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# On East Circle Drive At Old Needlepoint Road Facing Northwest




On Old Needlepoint Road
At East Circle Dr.
Facing Southwest



On Old Needlepoint Road
Facing South

DESCRIPTION
LOT 17, BLOCK 3

24.99 acres of land situated in the William Bloodgood League, Abstract Number 4, City of Baytown, Chambers County, Texas, being that certain Lot 17, Block 3 of Final Plat of Chambers Commons, a subdivision as shown on map or plat recorded under File Number 2023-197006 of the Map Records of Chambers County, Texas, said 24.99 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at the Northwesterly end of a 15 foot cut-back line between the Southerly right-of-way line of Cedar Crossing Street (60 foot right-of-way) and the Westerly right-of-way line of Chambers Commons Drive (60 foot right-of-way);

Thence, S 32°52'54" E, along said 15 foot cut-back line, a distance of 21.21 feet to the Southeasterly end of said 15 foot cut-back line;

Thence, S 12°07'06" W, along the Westerly right-of-way line of said Chambers Commons Drive, a distance of 106.46 feet to a point of curvature to the left;

Thence, in a Southeasterly direction, along the Southwesterly right-of-way line of said Chambers Commons Drive, with said curve to the left, having a central angle of 68°03'42", a radius of 490.00 feet, an arc length of 582.07 feet, a chord bearing of S 21°54'45" E and a chord distance of 548.45 feet to the Northerly end of a 15 foot cut-back line between the Southwesterly right-of-way line of said Chambers Commons Drive and the Northwesterly right-of-way line of Circle Drive (60 foot right-of-way);

Thence, S 14°00'50" E, along said 15 foot cut-back line, a distance of 22.01 feet to the Southerly end of said 15 foot cut-back line;

Thence, S 28°47'33" W, along the Northwesterly right-of-way line of said Circle Drive, a distance of 6.10 feet to a point of curvature to the left;

Thence, in a Southwesterly direction, continuing along the Northwesterly right-of-way line of said Circle Drive, with said curve to the left, having a central angle of 13°23'14", a radius of 355.00 feet, an arc length of 82.95 feet, a chord bearing of S 22°05'56" W and a chord distance of 82.76 feet to the intersection with the Northerly right-of-way line of Needlepoint Road (60 foot right-of-way);

Thence, S 77°16'04" W, along the Northerly right-of-way line of said Needlepoint Road, a distance of 331.21 feet to the Southeasterly corner of that certain called 0.2696 of one acre of land dedicated to the City of Baytown for Lift Station purposes by said map or plat of Chambers Commons;

Thence, N 12°07'09" E, along the Easterly line of said 0.2696 acre tract, a distance of 98.62 feet to the Northeasterly corner of said 0.2696 acre tract;

Thence, N 77°52'40" W, along the Northerly line of said 0.2696 acre tract, a distance of 97.00 feet to the Northwesterly corner of said 0.2696 acre tract;

Thence, S 12°07'08" W, along the Westerly line of said 0.2696 acre tract, a distance of 143.55 feet to the Northerly right-of-way line of said Needlepoint Road, for the Southwesterly corner of said 0.2696 acre tract;

Thence, S 77°16'04" W, along the Northerly right-of-way line of said Needlepoint Road, a distance of 262.38 feet to the Southeasterly corner of that certain Lot 1 of the Final Plat of Fitzgerald Subdivision, a subdivision as shown on map or plat recorded under File Number 29368 of the Map Records of Chambers County, Texas;

Thence, N 12°40'14" W, along the Easterly line of said Lot 1 of the Final Plat of Fitzgerald Subdivision and the Easterly line of that certain Tract 2, called 0.1343 of one acre of land described in deed and recorded under Document Number 2020-159799 of the Official Public Records of Real Property of Chambers County, Texas, a distance of 276.57 feet to the Northeasterly corner of said 0.1343 acre tract;

Thence, S 77°16'04" W, along the Northerly line of said 0.1343 acre tract and the Northerly line of that certain Tract 2, called 0.1825 of one acre of land described in deed and recorded under Document Number 2019-144439 of the Official Public Records of Real Property of Chambers County, Texas, a distance of 460.00 feet to the Northwesterly corner of said 0.1825 acre tract;

Thence, S 12°40'14" E, along the Westerly line of said 0.1825 acre tract and the Westerly line of that certain Tract 1, called 1.5 acres of land described in deed and recorded under Document Number 2019-144439 of the Official Public Records of Real Property of Chambers County, Texas, a distance of 276.57 feet to the Northerly right-of-way line of said Needlepoint Road, for the Southwesterly corner of said 1.5 acre tract;

Thence, S 77°16'04" W, along the Northerly right-of-way line of said Needlepoint Road, a distance of 315.11 feet to a 5/8 inch iron rod found in the Easterly line of that certain called 15.947 acres of land described in deed and recorded under Volume 305, Page 252 of the Deed Records of Chambers County, Texas;

Thence, N 09°58'50" E, along the Easterly line of said 15.947 acre tract, a distance of 1,304.12 feet to the Southwesterly corner of that certain Lot 16, Block 3 of said Final Plat of Chambers Commons;

Thence, S 77°52'54" E, along the Southerly line of said Lot 16 and the Southerly right-of-way line of said Cedar Crossing Street, a distance of 1,072.08 feet to the POINT OF BEGINNING and containing 24.99 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (Dwg No. 2602300.dwg)
HOVIS SURVEYING COMPANY, INC.
Texas Firm Registration No. 10030400
\

By: _____




Date: April 30, 2026
Job No.: 26-023-00
File No.: B26-023.00D
Dwg File: 2602300.dwg

DESCRIPTION
LOT 16, BLOCK 3

6.1343 acres of land situated in the William Bloodgood League, Abstract Number 4, City of Baytown, Chambers County, Texas, being that certain Lot 16, Block 3 of the Final Plat of Chambers Commons, a subdivision as shown on map or plat recorded under File Number 2023-197006 of the Map Records of Chambers County, Texas, said 6.1343 acres of land being more particularly described by metes and bounds as follows:

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Thence, in an Easterly direction, along the Southerly right-of-way line of said Interstate Highway 10, with a curve to the left, having a central angle of 00°17'30", a radius of 5874.60 feet, an arc length of 29.91 feet, a chord bearing of N 88°02'18" E and a chord distance of 29.91 feet to a 1/2 inch iron pipe found for the Northwesterly corner of that certain Minor Plat of Bayou Bend RV Park, a subdivision as shown on map or plat recorded under File Number 85504 of the Map Records of Chambers County, Texas;

Thence, S 10°00'48" W, along the Westerly line of said Minor Plat of Bayou Bend RV Park, a distance of 189.69 feet to an angle point;

Thence, S 10°00'55" W, along the Southerly line of said Minor Plat of Bayou Bend RV Park, a distance of 641.05 feet to a 1/2 inch iron pipe found for the Southwesterly corner of said Minor Plat of Bayou Bend RV Park;

Thence, S 80°02'58" E, along the Southerly line of said Minor Plat of Bayou Bend RV Park, a distance of 273.21 feet to a 1/2 inch iron rod found for the Northwesterly corner of that certain Lot 15, Block 3 of said Final Plat of Chambers Commons;

Thence, S 12°07'06" W, along the Westerly line of said Lot 15, a distance of 759.61 feet to the Westerly end of Cedar Crossing Street (60 foot right-of-way), for the Southwesterly corner of said Lot 15;

Thence, in a Southeasterly direction, along the Westerly end of said Cedar Crossing Street, with a curve to the left, having a central angle of 128°36'13", a radius of 60.00 feet, an arc length of 134.67 feet, a chord bearing of S 13°34'59" E and a chord distance of 108.13 feet to the Northerly line of that certain Lot 17, Block 3 of said Final Plat of Chambers Commons;

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BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

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By: _____




Date: April 30, 2026
Job No.: 26-023-00
File No.: A26-023.00D
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By: _____




Date: April 30, 2026
Job No.: 26-023-00
File No.: B26-023.00D
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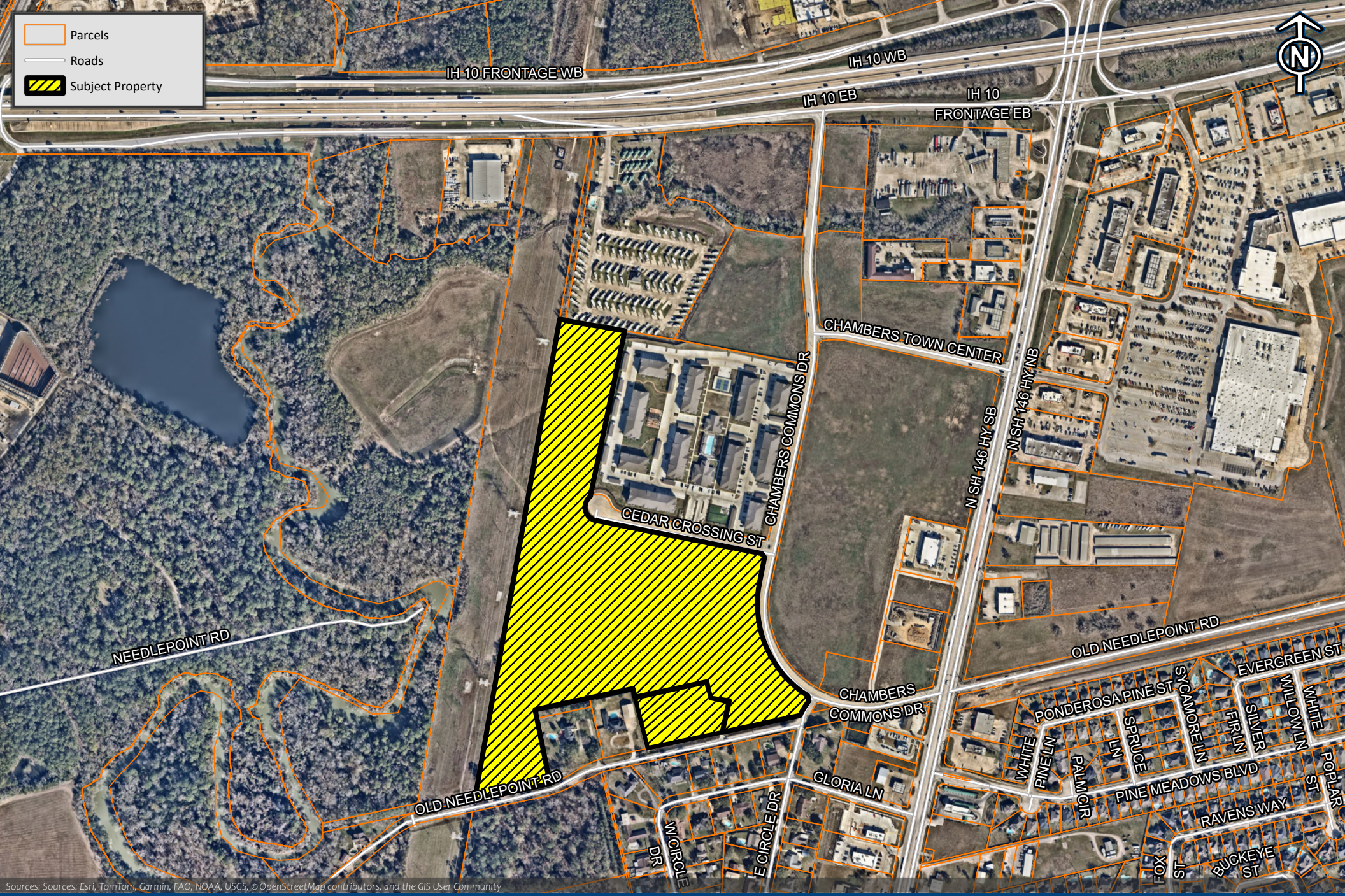
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Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

# Special Use Permit

## 10108 Old Needlepoint Road

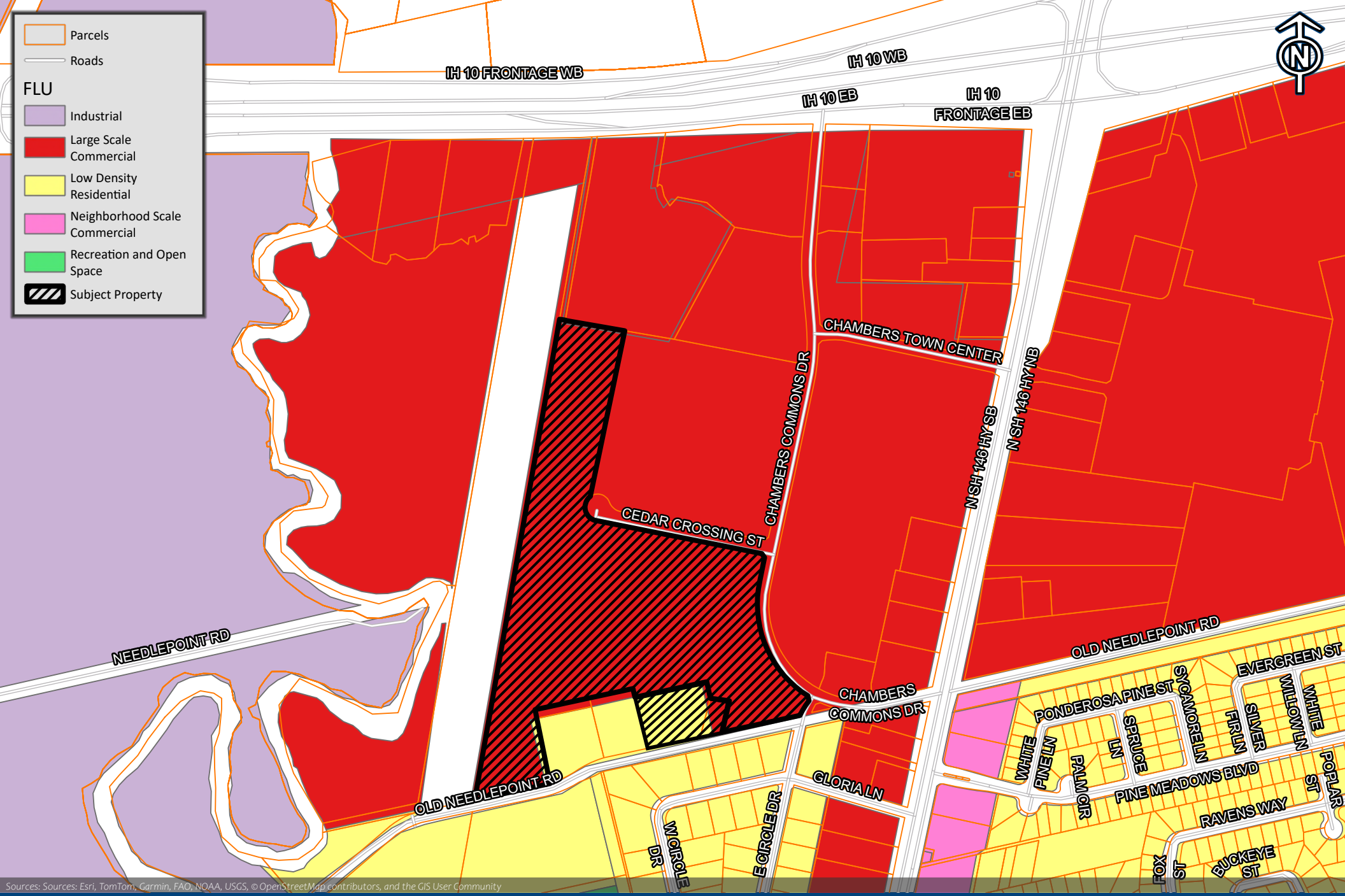
### Vicinity Map

Approximately 31.124 acres

0 140 270 410 550 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: 6/3/2026




# Special Use Permit

## 10108 Old Needlepoint Road

### Future Land Use Map

Approximately 31.124 acres

0 140 270 410 550 US Feet

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Date: 6/3/2026




# Special Use Permit

## 10108 Old Needlepoint Road

### Zoning Map

Approximately 31.124 acres

0 140 270 410 550 US Feet

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Date: 6/3/2026

# PLANNING AND ZONING COMMISSION
# REPORT TO CITY COUNCIL

**TO:** City Council
**FROM:** Planning and Zoning Commission
**RE:** Special Use Permit to allow to allow multifamily apartment dwellings to be designed as horizontal standalone rental apartment units within the Freeway Commercial (FC) zoning district.

**DATE:** August 27, 2026

This is the report required to be submitted by the Planning and Zoning Commission per section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Article 7, Division 7.2 of the code.

**Requested Action**: Approval of a Special Use Permit (SUP) to allow multifamily apartment dwellings to be designed as horizontal standalone rental apartment units within the Freeway Commercial (FC) zoning district.

**Applicant:** Tim Crawford, HMF Americana, LLC

**Staff Planner:** Talbert Jackson, Senior Planner

**Public Notification:** On June 7, 2026 notice was published in the Baytown Sun; on June 3, 2026, notice was posted on the City of Baytown website and at City Hall; on June 3, 2026, signs were posted on the subject property; and 34 notices were mailed to property owners within 300 feet of the subject property on June 3,2026.

**Subject Property:** Approximately 31.124 acres, located at 10108 Old Needlepoint Road, Baytown, Chambers County, Texas, (Chambers Parcel Numbers 68000, 67999, and 47128)

**Parcel Information:**
**Current Use:** Vacant
**Proposed Use**: Apartment Dwellings
**Future Land Use Plan:** Large-Scale Commercial

**Adjacent Parcel Information:**
**North:** Urban Residential (UR)
**South:** Suburban Residential (SR)
**East:** Freeway Commercial (FC)
**West:** Open Space/Recreation (OR)

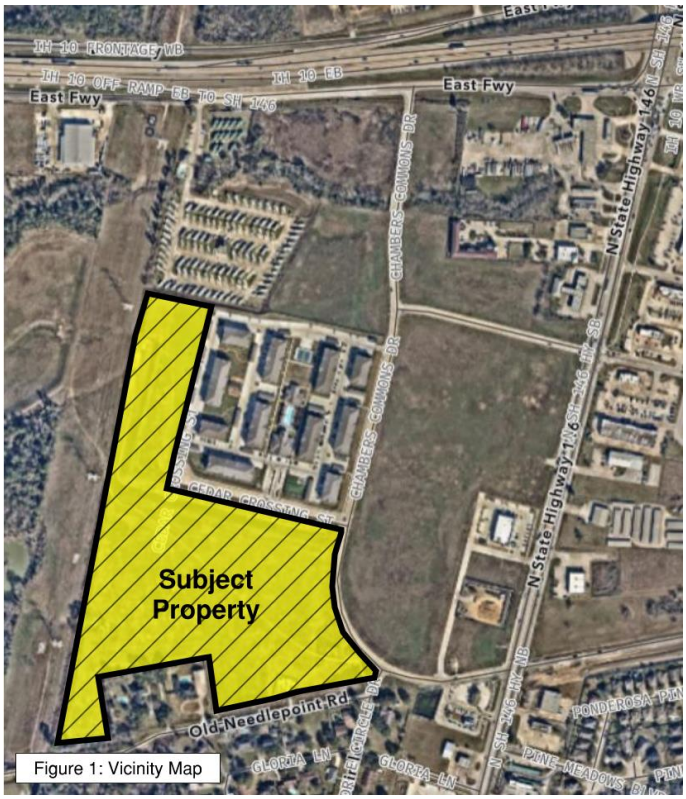



*Figure 1. Vicinity Map*

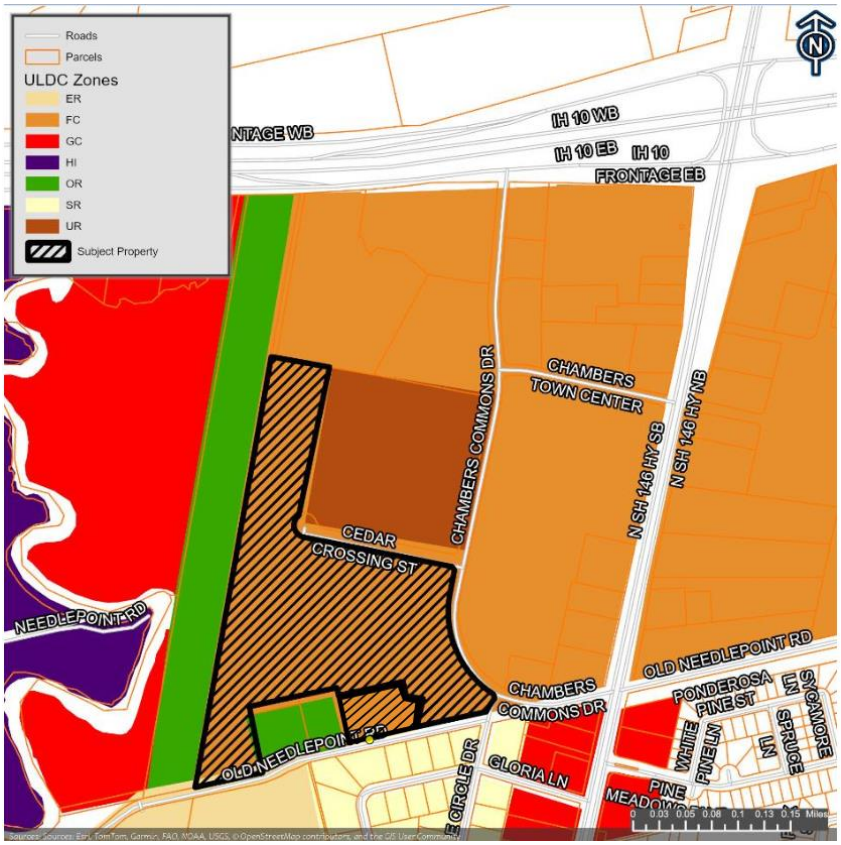



*Figure 2. Zoning Map*

**Staff Analysis**:
The subject property is 31.124 acres in size located along Old Needlepoint Road. This is generally located south of Interstate Highway 10, West of Chambers Common Drive, North of Old Needlepoint Road, and east of the Cedar Bayou water stream.

The property is located adjacent to property zoned Urban Residential (UR) that was approved for mid-rise mixed residential (MF2) development in March of 2019 within the Chambers Commons development area.

The illustration below provides a view of residential subdivisions in proximity to the subject site. The residential properties south of Old Needlepoint Road consists of the Julia Ann Villa, and Lynwood Subdivision.

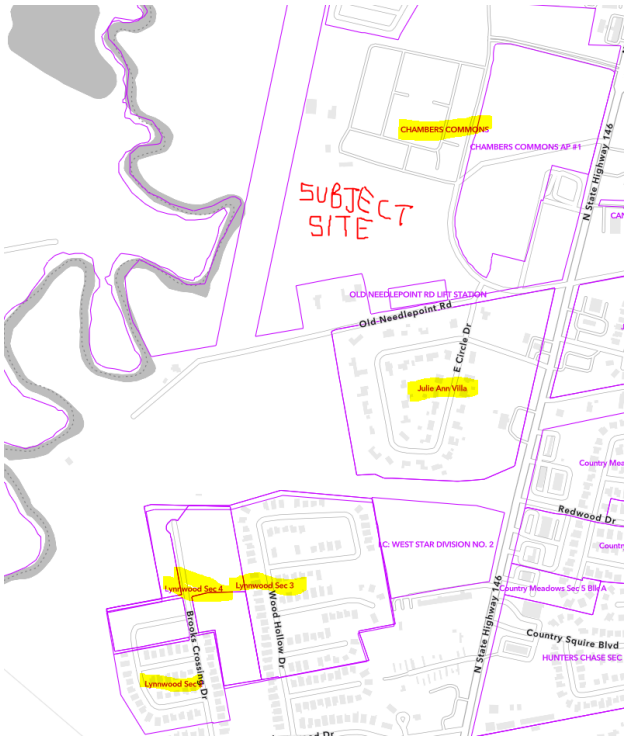


*Figure 3. Surrounding Subdivisions*

The project area is also adjacent to two residential lots south of the subject site along Old Needlepoint Road, as illustrated below, circled in red:




*Figure 4. Adjacent Residential Properties*

Given the scale of permissible development within the Freeway Commercial (FC) zoning district, which would be higher density apartment and/or nonresidential development (per ULDC Section 2.23-4), and the proximity to existing residential properties, the department has determined that the Planning and Development Services Director may, through director's discretion provided within Unified Development Code Section 2.38(B), recommend the use of a Special Use Permit with the intent to allow for a transitional scale of residential development that expands horizontally, rather than typical vertical higher density apartment development.

The applicant proposes a rental community of standalone units operating as apartments. As illustrated below, three hundred one (301) units are proposed that consist of a mix of one, two, and three-bedroom units. Additionally, the project proposes 19 buildings dedicated for senior housing.

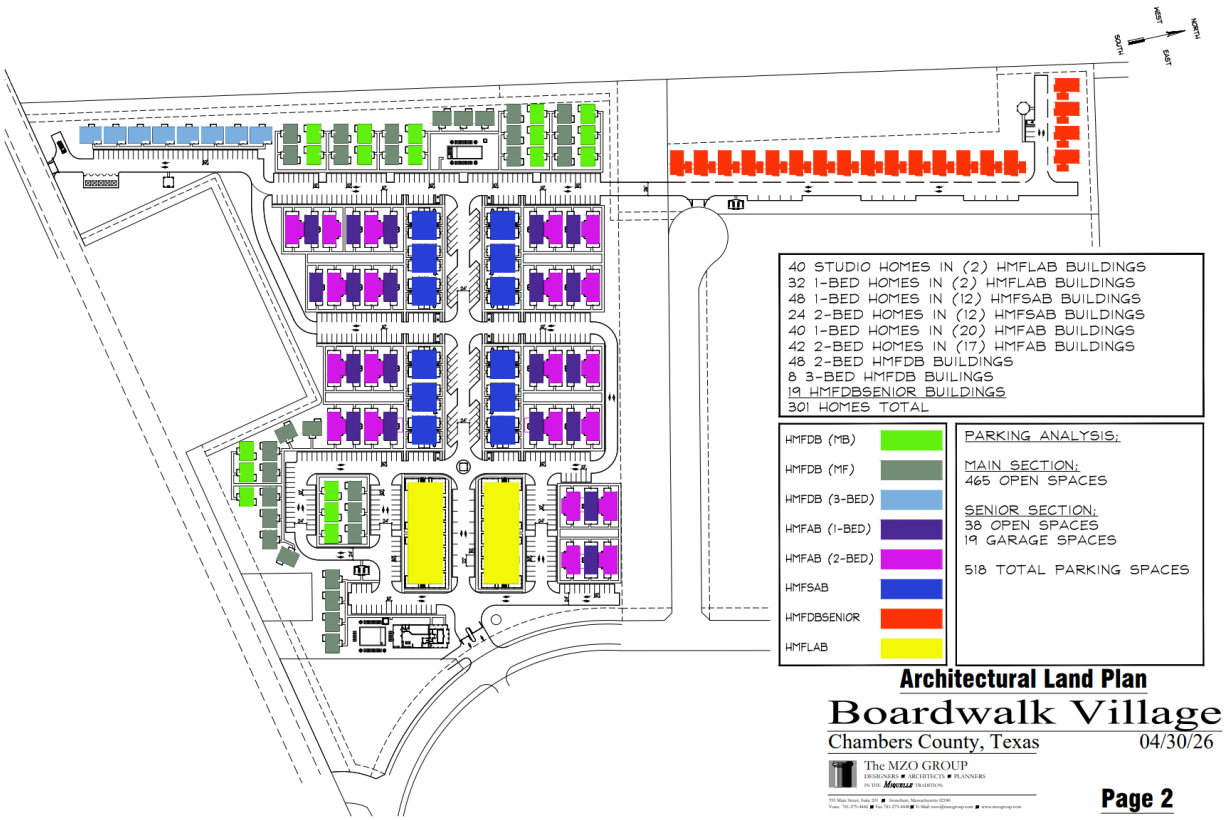



*Figure 6. Proposed Development's Housing Type Distribution*

In order to recommend approval of an application for a Special Use Permit (SUP), the Planning and Zoning Commission shall consider the following factors:

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

   "Apartment dwellings" is the only permissible residential use permitted within the Freeway Commercial (FC) zoning district. The proposed Special Use Permit complies with the applicable standards of the ULDC as it allows the intended use while providing latitude for design type given specific conditions of approval are met. The Special Use Permit is not intended to bypass any applicable county, state, or federal requirements.

2. **Explain how the proposed special use conforms to any associated prior approval for the development.**
   The proposed Special Use Permit conforms to the Freeway Commercial (FC) zoning district by allowing a design style that is atypical of multifamily apartment dwellings to qualify as multifamily apartment dwellings providing required conditions are met.

3. **Explain how the proposed special use is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed Special Use is consistent with the Baytown 2040 Comprehensive Plan:

Growth Capacity Goal GC1: Provides 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.

Housing and Neighborhoods Goal HN2: A wider variety of housing types available within the city, including rental options and affordable options across the income spectrum and for various life cycle stages to meet the housing needs of residents and local employees.

Land Use and Development Goal LUD2: A focus on quality development expectations for both new development and redevelopment.

Land Use and Development Goal LUD3: A diversity of land uses that enables both a healthy economy and high quality of life for residents through vibrant commercial areas, neighborhoods and industry.

Economic Development Goal ED2: Shopping and entertainment options that encourage area residents and employees to shop and live in the community, also recognizing the changing nature of the office and retail landscapes.

4. **Explain how the proposed use promotes the purposes of the ULDC**
   The proposed Special Use Permit promotes the core purposes of the ULDC by allowing land use for apartment dwellings, which is permissible within the zoning district of the subject property. It promotes the general welfare of the community by providing various rental housing options, including development for senior housing. Additionally, the proposed project allows for apartment dwellings to be designed in a manner that is compatible with the surrounding single-family residential properties to the south.

5. **Explain how the proposed special use provides adequate utilities, access roads, drainage and other necessary supporting facilities.**
   The proposed Special Use Permit is intended to allow for a differentiation in apartment design. It shall not be intended to provide a means to bypass city requirements for ensuring utilities, access roads, drainage, or any other necessary facilities.

6. **Explain how the proposed use is compatible with surrounding area.**
   The proposed use is apartment dwelling, which is compatible with the Table 2.31-1 of the ULDC. The surrounding area contains and proposes higher density and large-scale commercial development. The surrounding area consists of single-family development as to the south.

   As illustrated below, the only allowable residential development within the FC zoning district is apartment dwellings. The proposed Special Use Permit allows the applicant to provide the permissible apartment dwelling classification within Table 2.31-1 of the ULDC to be constructed as as what the applicant describes as horizontal (as opposed to vertical) multifamily apartments.

## Table 2.31-1, Land Use Table

Key: P = Permitted Use | S = Special Use | L = Limited Use | -- = Prohibited
CV = Conventional Development Type | CS = Cluster Development Type | IF = Infill Development Type | MS = Main Street | FL

| Use Category | Specific Uses | Zoning Districts | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 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** | | | | | | | | | | | | | | | | | | | | |
| **Household Living** | Cottage Court Community | -- | -- | -- | -- | -- | -- | L | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Single-Unit Detached | P | P | P | P | P | P | P | S | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Townhouse | -- | -- | -- | P | P | P | P | P | -- | P | -- | P | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Duplex | -- | -- | -- | P | P | P | P | P | -- | P | -- | P | | -- | -- | -- | -- | -- | -- |
| | Dwelling, Multiplex | -- | -- | -- | P | P | P | -- | P | -- | P | -- | P | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Apartment | -- | -- | -- | -- | P | P | -- | -- | -- | P | -- | P | P | -- | -- | P | -- | -- | -- |
| | Dwelling, Live/Work | -- | -- | -- | -- | -- | L | -- | L | L | P | L | P | P | -- | -- | -- | -- | -- | -- |
| | Industrialized Home | P | P | P | P | P | P | -- | P | -- | P | -- | P | -- | -- | -- | -- | -- | -- | -- |
| | Upper-Story Residential | -- | -- | -- | -- | -- | P | -- | P | P | P | P | P | P | -- | -- | -- | -- | -- | -- |
| | Manufactured Home (HUD -Code) | -- | -- | -- | -- | -- | -- | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | Manufactured Home Park | -- | -- | -- | -- | -- | -- | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| **Group Living** | Assisted Living Facility or Nursing Home | -- | L | -- | L | L | L | L | L | -- | L | -- | L | L | -- | L | -- | -- | -- | -- |
| | Community Home for Persons with Disabilities | -- | L | L | L | L | L | L | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | All Group Living Uses Not Listed Above | -- | -- | -- | -- | -- | -- | -- | S | -- | S | -- | S | S | -- | S | -- | -- | -- | -- |
| **Residential Accessory Use** | Accessory Dwelling Unit | L | L | L | L | L | L | L | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |

7. **Explain how the proposed special use advances normal and orderly development and improvement of the surrounding properties.**
The adjacency to single-family residential lots creates a desire to reduce the potential scale of apartment development within the Freeway Commercial (FC) zoning district. As per Subsection 2.23-4, the purpose of the FC district is to "provide for commercial development located on heavily traveled collector and arterial highways for auto-oriented commercial and service uses as well as *higher-density apartment developments*." Given the existing subdivisions, the Department is amenable to the applicant's proposal that aides in compatibility to properties to the south.

8. **Explain how there are changed conditions on the property or in its vicinity.**
   Development surrounding the area to the north as well as to the east consist of an RV park, multistory residential, a restaurant and large-scale commercial development.

9. **Explain how the proposed special use mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed project has undergone a review by the city's Development Review Committee. Development plans to be submitted by the applicant shall adhere to requirements that ensure any potential adverse impacts are mitigated. The Special Use Permit, if approved, allows for the development of individual apartment homes that spread horizontally across the subject site as opposed to vertically.

10. **Explain how the proposed use addresses community need.**
    The applicant proposes a rental community of standalone units operating as apartments. Approximately three hundred one (301) units are proposed that consist of a mix of one, two, and three-bedroom units, as well as some units dedicated to senior housing. Overall, the project provides varying housing options that are of a scale similar to that of the surrounding area.

11. **Explain how the site plan meets criteria set forth in the ULDC Sections 2.34 and 7.44, whereas the planning and zoning commission may recommend and the city council may adopt other conditions needed to protect the public health, safety and welfare, including but not limited to, site layout, site improvements, site circulation, hours of operation and additional landscape or parking requirements.**
    The proposed Special Use Permit allows for development to appear similar to the surrounding area. The conditions set forth herein are intended to align the project to ULDC requirements that does not diminish the use or functionality of the surrounding properties. Improvements, public services, design features, and compatibility are considered in this Special Use Permit as its intent reduces building height, promotes vehicular circulation, and softens the scale of project in consideration to its adjacency to single-family residential development. This permit shall not be utilized to bypass ULDC Sections 2.34 or 7.44.

12. **Explain how the proposed special use ensures adequate nuisance prevention measures will be taken and maintained to prevent or control offensive odor, fumes, dust, noise and vibration.**
    The proposed Special Use Permit is not provided to allow nuisances.

13. **Explain how the proposed special use will not adversely affect land use pattern or physical character of surrounding uses due to inadequate buffering, screening, setbacks or other land use considerations.**
    The proposed special use is not intended to bypass buffering, screening, or setbacks requirements. The objective of this Special Use Permit is to allow for the applicant's apartment design.

**Staff Recommendation:**

Staff recommends **approval** of the proposed Special Use Permit to allow horizontal apartment dwellings, a multifamily form of development that is currently permissible within the existing Freeway Commercial (FC) zoning district, to be developed as individual dwelling units given the following conditions:

1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Land Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each Lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include – No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At least two points of ingress and egress shall be required.
6. Landscape Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission provides a recommendation of **approval with the following conditions:**

1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Land Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each Lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include – No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At least two points of ingress and egress shall be required.
6. Landscape Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.
9. The submitted site plan shall generally conform to the concept plan provided.

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

CITY COUNCIL MEETING 5. 1.

**Meeting Date:** 08/27/2026
**Subject:** Special Use Permit: Development of Stand Alone Apartment Dwellings
**Prepared for:** Martin Scribner, Planning and Development Services
**Prepared by:** Talbert Jackson, Planning and Development Services
**Department:** Planning and Development Services

## Information

### ITEM

Consider an ordinance to approve a Special Use Permit (SUP) on an approximately 31.124-acre parcel located at 10108 Old Needlepoint Road, Baytown, Texas 77523, to allow for the development of multifamily apartment dwellings to be designed as standalone rental apartment units within the Freeway Commercial (FC) Zoning District.

### PREFACE

The applicant is requesting a Special Use Permit (SUP) to develop multifamily apartment dwellings in the Freeway Commercial (FC) Zoning District on approximately 31.124 acres, legally described as Lot 16 and part of Lot 17, Block 3 of the Chambers Commons Final Plat, designed as standalone apartment dwellings that the applicant describes as horizontal multifamily apartment dwellings.

## Fiscal Impact

**Fiscal Year:**
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:**
**Amount Needed:**
**Fiscal Impact (Additional Information):**
This item does not have any fiscal impact.

## Attachments

Ordinance - granting SUP
Exhibit A
Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING A SPECIAL USE PERMIT (SUP) TO ALLOW FOR MULTIFAMILY APARTMENT DWELLINGS TO BE DESIGNED AS HORIZONTAL STANDALONE RENTAL APARTMENT UNITS WITHIN THE FREEWAY COMMERCIAL (FC) ZONING DISTRICT, LOCATED AT 10108 OLD NEEDLEPOINT ROAD, ON AN APPROXIMATELY 31.124 ACRE PARCEL, LEGALLY DESCRIBED LOT 16 AND PART OF LOT 17, BLOCK 3 OF THE CHAMBERS COMMONS FINAL PLAT, BAYTOWN, TEXAS 77523; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO SUCH PERMIT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

**********

WHEREAS, KM 146 Partners LP owns approximately 31.124 acre parcel of land located at 10108 Old Needlepoint Road (the "Property") and requests a Special Use Permit (SUP) to the zoning ordinances to allow the Property, which is currently zoned as a Freeway Commercial (“FC”) Zoning District, to be used for apartment dwellings designed as horizontal standalone rental apartment units; and

WHEREAS, the property is located at 10108 Old Needlepoint Road, Baytown, Texas 77523, on approximately 31.124 acres of land, legally described as Lot 16 and Part of Lot 17 Block 3 Chambers Commons Final Plat, Baytown, Texas; and

WHEREAS, the proposal is to allow apartment dwelling to be designed as horizontal standalone rental apartment units in the Freeway Commercial (FC) Zoning District; and

WHEREAS, Sec. 2.38 of the Unified Land Development Code (ULDC) allows the Planning Director discretion to define uses not listed in Sec.2.32 and its accompanying tables within a defined use category or zoning district; and

WHEREAS, the Planning Director’s discretion under Sec. 2.38 includes the issuance of a special use permit to allow apartment dwellings to be designed as horizontal standalone rental apartment units in the FC zoning district; and

WHEREAS, the Planning and Zoning Commission of the City of Baytown and the City Council, in accordance with the Charter of the City of Baytown, state law, and the ordinances of the City of Baytown, have given the required notices and have held public hearings regarding the rezoning of the property described in this special use permit ordinance; and

WHEREAS, the City Council finds that the issuance of a special use permit to allow apartment dwelling to be designed as horizontal standalone rental apartment units in the FC zoning district will be compatible with, and not injurious to, the use and enjoyment of adjacent property or property immediately across the street; will not significantly diminish or impair property within the immediate vicinity in any material way; will not impede the normal and orderly development and improvement of surrounding property; will contribute to, enhance or promote, the general welfare of the subject and adjacent properties; will not be detrimental to the public health and safety, and will conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, on July 21st, 2026 the Commission submitted its final report to the City Council in its consideration of the SUP as set forth in § 7.44 of the ULDC, recommending approval of the SUP with the following conditions:

1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Land Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each Lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include – No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At least two points of ingress and egress shall be required.
6. Landscape Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.

WHEREAS, the City Council held a public hearing on the SUP on August 13, 2026; and

WHEREAS, the City Council finds that it is in the public interest to grant this special use permit, subject to certain conditions; NOW THEREFORE,

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

Section 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared by the City Council of the City of Baytown, Texas, to be true and correct.

Section 2: That the City Council of the City of Baytown, Texas, hereby grants the Special Use Permit shall be applied in accordance with the City of Baytown ordinances and Land Development Code and is granted on the following conditions:

1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Land Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each Lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include – No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
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7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.

A conceptual architectural land plan of which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to the property owner to allow apartment dwelling to be designed as horizontal standalone rental apartment units in the Freeway Commercial (FC) zoning district.

Section 3: That all paved areas, permanent drives, streets, and drainage structures, if any, on the property must be constructed in accordance with standard City of Baytown specifications, and completed.

Section 4: That the Chief Building Official shall not issue a building permit or a certificate of occupancy for a use authorized by this special use permit on the Property until there has been full compliance with this ordinance, the Land Development Code, the construction codes, and all other ordinances, rules and regulations of the City of Baytown.

Section 5: That 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 of Baytown may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 6: That the zoning ordinances of the City of Baytown, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Section 7: That the terms and provisions of this ordinance are severable and are governed by Chapter 1 of the Baytown Code of Ordinances.

Section 8: That 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 27th day of August 2026.

_____

CHARLES JOHNSON, Mayor

ATTEST:

_____

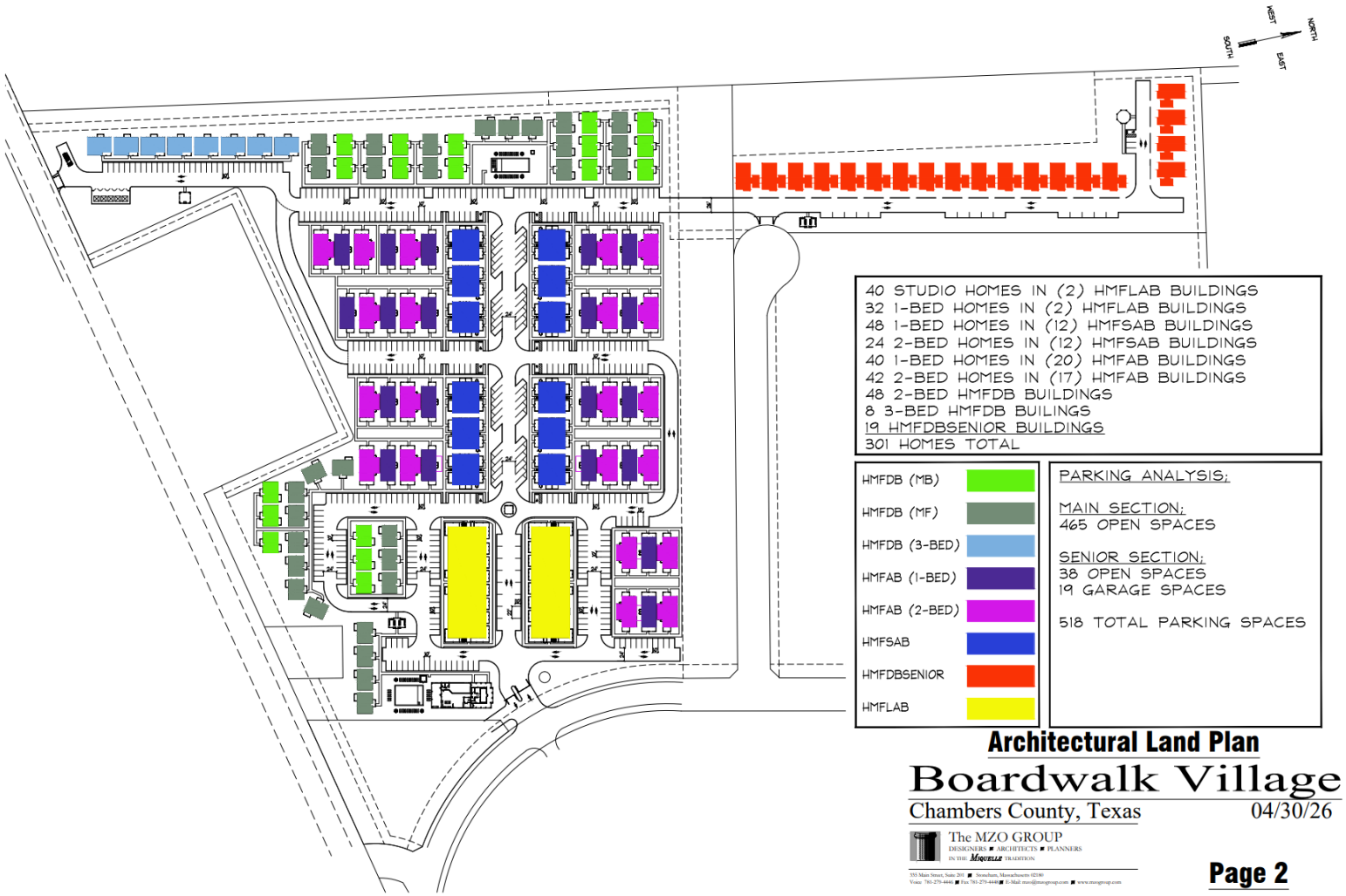
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____

SCOTT LEMOND, City Attorney

Exhibit " A




40 STUDIO HOMES IN (2) HMFLAB BUILDINGS
32 1-BED HOMES IN (2) HMFLAB BUILDINGS
48 1-BED HOMES IN (12) HMFSAB BUILDINGS
24 2-BED HOMES IN (12) HMFSAB BUILDINGS
40 1-BED HOMES IN (20) HMFAB BUILDINGS
42 2-BED HOMES IN (17) HMFAB BUILDINGS
48 2-BED HMFDB BUILDINGS
8 3-BED HMFDB BUILINGS
19 HMFDBSENIOR BUILDINGS
301 HOMES TOTAL

HMFDB (MB)
HMFDB (MF)
HMFDB (3-BED)
HMFAB (1-BED)
HMFAB (2-BED)
HMFSAB
HMFDBSENIOR
HMFLAB

PARKING ANALYSIS;

MAIN SECTION;
465 OPEN SPACES

SENIOR SECTION;
38 OPEN SPACES
19 GARAGE SPACES

518 TOTAL PARKING SPACES

**Architectural Land Plan**

# Boardwalk Village

Chambers County, Texas 04/30/26

The MZO GROUP
DESIGNERS ■ ARCHITECTS ■ PLANNERS
IN THE MAGNOLIA TRADITION
335 Main Street, Suite 201 ■ Stoneham, Massachusetts 02180
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# PLANNING AND ZONING COMMISSION
# REPORT TO CITY COUNCIL

**TO:** City Council
**FROM:** Planning and Zoning Commission
**RE:** Special Use Permit to allow to allow multifamily apartment dwellings to be designed as horizontal standalone rental apartment units within the Freeway Commercial (FC) zoning district.

**DATE:** August 27, 2026

This is the report required to be submitted by the Planning and Zoning Commission per section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Article 7, Division 7.2 of the code.

**Requested Action**: Approval of a Special Use Permit (SUP) to allow multifamily apartment dwellings to be designed as horizontal standalone rental apartment units within the Freeway Commercial (FC) zoning district.

**Applicant:** Tim Crawford, HMF Americana, LLC

**Staff Planner:** Talbert Jackson, Senior Planner

**Public Notification:** On June 7, 2026 notice was published in the Baytown Sun; on June 3, 2026, notice was posted on the City of Baytown website and at City Hall; on June 3, 2026, signs were posted on the subject property; and 34 notices were mailed to property owners within 300 feet of the subject property on June 3,2026.

**Subject Property:** Approximately 31.124 acres, located at 10108 Old Needlepoint Road, Baytown, Chambers County, Texas, (Chambers Parcel Numbers 68000, 67999, and 47128)

**Parcel Information:**
**Current Use:** Vacant
**Proposed Use**: Apartment Dwellings
**Future Land Use Plan:** Large-Scale Commercial

**Adjacent Parcel Information:**
**North:** Urban Residential (UR)
**South:** Suburban Residential (SR)
**East:** Freeway Commercial (FC)
**West:** Open Space/Recreation (OR)

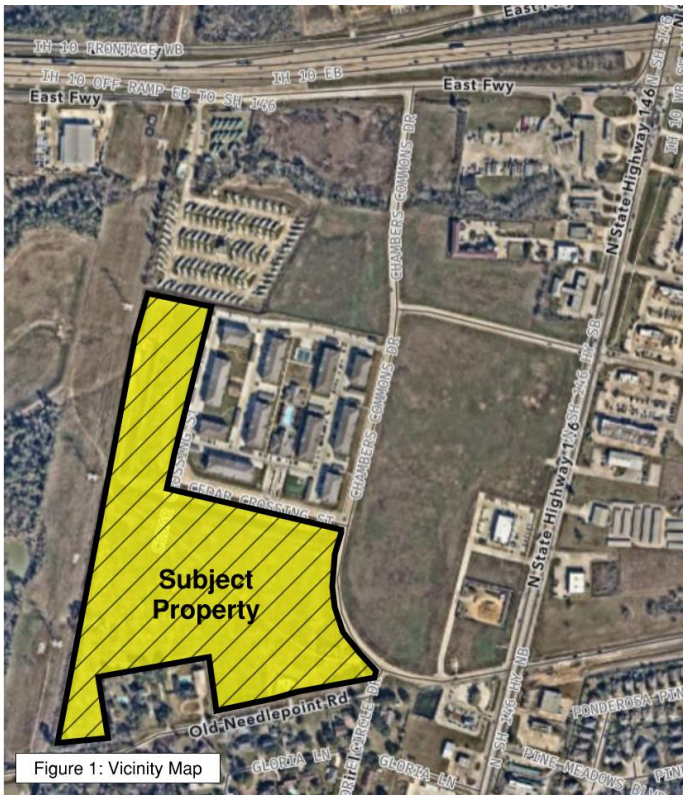



*Figure 1. Vicinity Map*

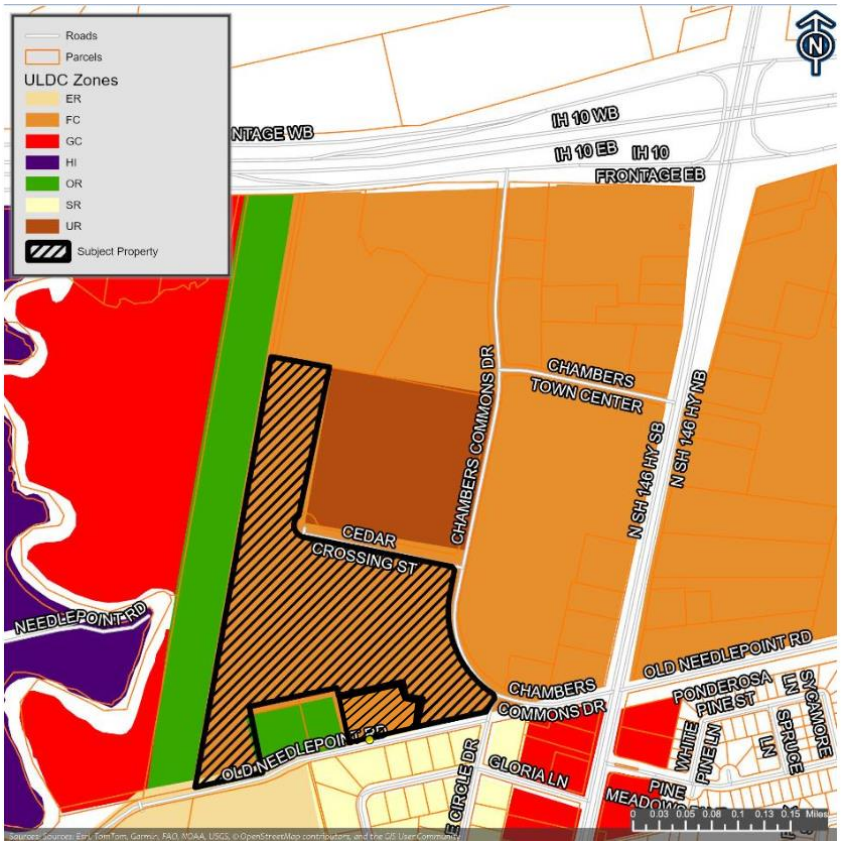



*Figure 2. Zoning Map*

**Staff Analysis**:
The subject property is 31.124 acres in size located along Old Needlepoint Road. This is generally located south of Interstate Highway 10, West of Chambers Common Drive, North of Old Needlepoint Road, and east of the Cedar Bayou water stream.

The property is located adjacent to property zoned Urban Residential (UR) that was approved for mid-rise mixed residential (MF2) development in March of 2019 within the Chambers Commons development area.

The illustration below provides a view of residential subdivisions in proximity to the subject site. The residential properties south of Old Needlepoint Road consists of the Julia Ann Villa, and Lynwood Subdivision.

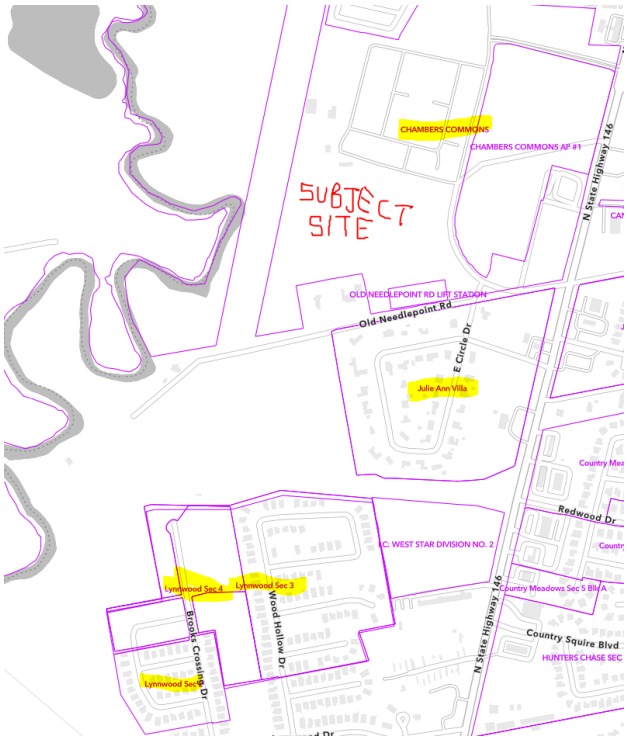


*Figure 3. Surrounding Subdivisions*

The project area is also adjacent to two residential lots south of the subject site along Old Needlepoint Road, as illustrated below, circled in red:




*Figure 4. Adjacent Residential Properties*

Given the scale of permissible development within the Freeway Commercial (FC) zoning district, which would be higher density apartment and/or nonresidential development (per ULDC Section 2.23-4), and the proximity to existing residential properties, the department has determined that the Planning and Development Services Director may, through director's discretion provided within Unified Development Code Section 2.38(B), recommend the use of a Special Use Permit with the intent to allow for a transitional scale of residential development that expands horizontally, rather than typical vertical higher density apartment development.

The applicant proposes a rental community of standalone units operating as apartments. As illustrated below, three hundred one (301) units are proposed that consist of a mix of one, two, and three-bedroom units. Additionally, the project proposes 19 buildings dedicated for senior housing.

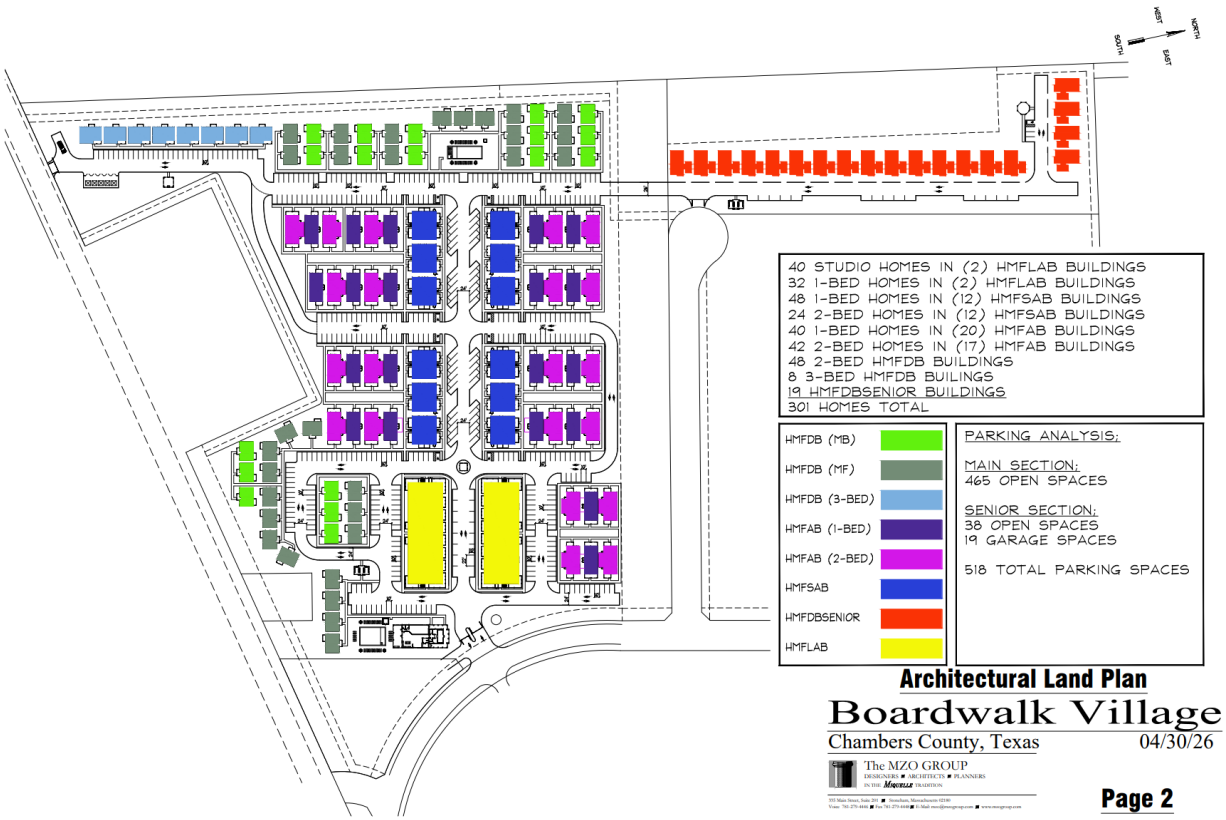



*Figure 6. Proposed Development's Housing Type Distribution*

In order to recommend approval of an application for a Special Use Permit (SUP), the Planning and Zoning Commission shall consider the following factors:

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

   "Apartment dwellings" is the only permissible residential use permitted within the Freeway Commercial (FC) zoning district. The proposed Special Use Permit complies with the applicable standards of the ULDC as it allows the intended use while providing latitude for design type given specific conditions of approval are met. The Special Use Permit is not intended to bypass any applicable county, state, or federal requirements.

2. **Explain how the proposed special use conforms to any associated prior approval for the development.**
   The proposed Special Use Permit conforms to the Freeway Commercial (FC) zoning district by allowing a design style that is atypical of multifamily apartment dwellings to qualify as multifamily apartment dwellings providing required conditions are met.

3. **Explain how the proposed special use is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed Special Use is consistent with the Baytown 2040 Comprehensive Plan:

Growth Capacity Goal GC1: Provides 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.

Housing and Neighborhoods Goal HN2: A wider variety of housing types available within the city, including rental options and affordable options across the income spectrum and for various life cycle stages to meet the housing needs of residents and local employees.

Land Use and Development Goal LUD2: A focus on quality development expectations for both new development and redevelopment.

Land Use and Development Goal LUD3: A diversity of land uses that enables both a healthy economy and high quality of life for residents through vibrant commercial areas, neighborhoods and industry.

Economic Development Goal ED2: Shopping and entertainment options that encourage area residents and employees to shop and live in the community, also recognizing the changing nature of the office and retail landscapes.

4. **Explain how the proposed use promotes the purposes of the ULDC**
   The proposed Special Use Permit promotes the core purposes of the ULDC by allowing land use for apartment dwellings, which is permissible within the zoning district of the subject property. It promotes the general welfare of the community by providing various rental housing options, including development for senior housing. Additionally, the proposed project allows for apartment dwellings to be designed in a manner that is compatible with the surrounding single-family residential properties to the south.

5. **Explain how the proposed special use provides adequate utilities, access roads, drainage and other necessary supporting facilities.**
   The proposed Special Use Permit is intended to allow for a differentiation in apartment design. It shall not be intended to provide a means to bypass city requirements for ensuring utilities, access roads, drainage, or any other necessary facilities.

6. **Explain how the proposed use is compatible with surrounding area.**
   The proposed use is apartment dwelling, which is compatible with the Table 2.31-1 of the ULDC. The surrounding area contains and proposes higher density and large-scale commercial development. The surrounding area consists of single-family development as to the south.

   As illustrated below, the only allowable residential development within the FC zoning district is apartment dwellings. The proposed Special Use Permit allows the applicant to provide the permissible apartment dwelling classification within Table 2.31-1 of the ULDC to be constructed as as what the applicant describes as horizontal (as opposed to vertical) multifamily apartments.

## Table 2.31-1, Land Use Table

Key: P = Permitted Use | S = Special Use | L = Limited Use | -- = Prohibited
CV = Conventional Development Type | CS = Cluster Development Type | IF = Infill Development Type | MS = Main Street | FL

| Use Category | Specific Uses | Zoning Districts | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 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** | | | | | | | | | | | | | | | | | | | | |
| **Household Living** | Cottage Court Community | -- | -- | -- | -- | -- | -- | L | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Single-Unit Detached | P | P | P | P | P | P | P | S | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Townhouse | -- | -- | -- | P | P | P | P | P | -- | P | -- | P | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Duplex | -- | -- | -- | P | P | P | P | P | -- | P | -- | P | | -- | -- | -- | -- | -- | -- |
| | Dwelling, Multiplex | -- | -- | -- | P | P | P | -- | P | -- | P | -- | P | -- | -- | -- | -- | -- | -- | -- |
| | Dwelling, Apartment | -- | -- | -- | -- | P | P | -- | -- | -- | P | -- | P | P | -- | -- | P | -- | -- | -- |
| | Dwelling, Live/Work | -- | -- | -- | -- | -- | L | -- | L | L | P | L | P | P | -- | -- | -- | -- | -- | -- |
| | Industrialized Home | P | P | P | P | P | P | -- | P | -- | P | -- | P | -- | -- | -- | -- | -- | -- | -- |
| | Upper-Story Residential | -- | -- | -- | -- | -- | P | -- | P | P | P | P | P | P | -- | -- | -- | -- | -- | -- |
| | Manufactured Home (HUD -Code) | -- | -- | -- | -- | -- | -- | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | Manufactured Home Park | -- | -- | -- | -- | -- | -- | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| **Group Living** | Assisted Living Facility or Nursing Home | -- | L | -- | L | L | L | L | L | -- | L | -- | L | L | -- | L | -- | -- | -- | -- |
| | Community Home for Persons with Disabilities | -- | L | L | L | L | L | L | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| | All Group Living Uses Not Listed Above | -- | -- | -- | -- | -- | -- | -- | S | -- | S | -- | S | S | -- | S | -- | -- | -- | -- |
| **Residential Accessory Use** | Accessory Dwelling Unit | L | L | L | L | L | L | L | L | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- |

7. **Explain how the proposed special use advances normal and orderly development and improvement of the surrounding properties.**
The adjacency to single-family residential lots creates a desire to reduce the potential scale of apartment development within the Freeway Commercial (FC) zoning district. As per Subsection 2.23-4, the purpose of the FC district is to "provide for commercial development located on heavily traveled collector and arterial highways for auto-oriented commercial and service uses as well as *higher-density apartment developments*." Given the existing subdivisions, the Department is amenable to the applicant's proposal that aides in compatibility to properties to the south.

8. **Explain how there are changed conditions on the property or in its vicinity.**
   Development surrounding the area to the north as well as to the east consist of an RV park, multistory residential, a restaurant and large-scale commercial development.

9. **Explain how the proposed special use mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed project has undergone a review by the city's Development Review Committee. Development plans to be submitted by the applicant shall adhere to requirements that ensure any potential adverse impacts are mitigated. The Special Use Permit, if approved, allows for the development of individual apartment homes that spread horizontally across the subject site as opposed to vertically.

10. **Explain how the proposed use addresses community need.**
    The applicant proposes a rental community of standalone units operating as apartments. Approximately three hundred one (301) units are proposed that consist of a mix of one, two, and three-bedroom units, as well as some units dedicated to senior housing. Overall, the project provides varying housing options that are of a scale similar to that of the surrounding area.

11. **Explain how the site plan meets criteria set forth in the ULDC Sections 2.34 and 7.44, whereas the planning and zoning commission may recommend and the city council may adopt other conditions needed to protect the public health, safety and welfare, including but not limited to, site layout, site improvements, site circulation, hours of operation and additional landscape or parking requirements.**
    The proposed Special Use Permit allows for development to appear similar to the surrounding area. The conditions set forth herein are intended to align the project to ULDC requirements that does not diminish the use or functionality of the surrounding properties. Improvements, public services, design features, and compatibility are considered in this Special Use Permit as its intent reduces building height, promotes vehicular circulation, and softens the scale of project in consideration to its adjacency to single-family residential development. This permit shall not be utilized to bypass ULDC Sections 2.34 or 7.44.

12. **Explain how the proposed special use ensures adequate nuisance prevention measures will be taken and maintained to prevent or control offensive odor, fumes, dust, noise and vibration.**
    The proposed Special Use Permit is not provided to allow nuisances.

13. **Explain how the proposed special use will not adversely affect land use pattern or physical character of surrounding uses due to inadequate buffering, screening, setbacks or other land use considerations.**
    The proposed special use is not intended to bypass buffering, screening, or setbacks requirements. The objective of this Special Use Permit is to allow for the applicant's apartment design.

**Staff Recommendation:**

Staff recommends **approval** of the proposed Special Use Permit to allow horizontal apartment dwellings, a multifamily form of development that is currently permissible within the existing Freeway Commercial (FC) zoning district, to be developed as individual dwelling units given the following conditions:

1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Land Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each Lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include – No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At least two points of ingress and egress shall be required.
6. Landscape Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission provides a recommendation of **approval with the following conditions:**

1. Aspects of development not addressed within said conditions shall default to requirements of the City of Baytown.
2. The Planning Director may revoke the Special Use Permit per Unified Land Development Code (ULDC) Section 7.44.
3. Plat Application of the subject site shall be required. Each Lot shall be platted containing multiple residential buildings. Grounds are to be referred to as common areas. General notes shall include – No parcel or structure shall be sold as an individual unit.
4. Transportation Impact Analysis (TIA) shall be required upon submittal of development plans.
5. At least two points of ingress and egress shall be required.
6. Landscape Plan shall be required upon submittal of development plans.
7. Swimming pool plans shall be submitted to city inspectors and the Department of Health for review and approval upon submittal of development plans.
8. Stormwater permit that includes the total impervious surface area shall be required upon submittal of development plans.
9. The submitted site plan shall generally conform to the concept plan provided.

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

CITY COUNCIL MEETING 6. a.

**Meeting Date:** 08/27/2026

**Subject:** Discuss and take action to record a vote on the proposed ad valorem tax rate for the fiscal year ending September 30, 2027, with formal adoption to occur at a later date.

**Prepared for:** Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance

**Department:** Finance

## Information

### ITEM

Consider an ordinance to take action to record a vote on the proposed ad valorem tax rate and set a public hearing date for the City of Baytown, Texas, for the fiscal year ending September 30, 2027.

### PREFACE

Discuss and take action to record a vote on the proposed ad valorem tax rate for the fiscal year ending September 30, 2027, with formal adoption to occur at a later date.

The public hearing and adoption of the tax rate will take place on **September 10, 2026, at 6:30 p.m. in the Council Chambers**.

## 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 with this item.

## Attachments

Notice about the Tax Rate
Tax Impact Statement
Presentation

## Notice About 2026 Tax Rates

Property tax rates in City of Baytown, Texas.

This notice concerns the 2026 property tax rates for City of Baytown, Texas. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

| | |
|---|---|
| **This Year's No-New-Revenue Tax Rate** | $0.68517 / $100 |
| **This Year's Voter-Approval Tax Rate** | $0.74695 / $100 |

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

---

**Unencumbered Fund Balance**

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

| Type of Fund | Balance |
|---|---|
| Debt Service Fund | 4,484 |
| Gerenal Fund | 36,417,679 |

**Current Year Debt Service**

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable).*

| Description of Debt | Principal or Contract Payments to be Paid from Property Taxes | Interest to be Paid from Property Taxes | Other Amounts to be Paid | Total Payment |
|---|---|---|---|---|
| General Obligation Bonds, Series 2026 | 2,540,000 | 1,733,763 | - | 4,273,763 |
| Comb Tax & Rev Cert of Obligation, Series 2025 | 470,000 | 672,038 | - | 1,142,038 |
| Comb Tax & Rev Cert of Obligation, Series 2024 | 465,000 | 648,125 | - | 1,113,125 |
| Comb Tax & Rev Cert of Obligation, Series 2022 | 885,000 | 946,843 | - | 1,831,843 |
| GO Refunding Bond, Series 2021A | 760,000 | 261,700 | - | 1,021,700 |
| Comb Tax & Rev Cert of Obligation, Series 2020 | 1,230,000 | 934,600 | - | 2,164,600 |
| GO Refunding Bond, Series 2020 | 445,000 | 106,625 | - | 551,625 |
| GO Refunding Bond, Series 2019A | 625,000 | 126,375 | - | 751,375 |
| GO Refunding Bond, Series 2019 | 225,000 | 31,350 | - | 256,350 |
| Comb Tax & Rev Cert of Obligation, Series 2017 | 2,165,000 | 43,300 | - | 2,208,300 |
| GO Refunding Bond, Series 2016 | 885,140 | 35,993 | - | 921,133 |
| GO Refunding Bond, Series 2015 | 629,121 | 103,945 | - | 733,066 |
| Comb Tax & Rev Cert of Obligation, Series 2015 | 335,000 | 132,809 | - | 467,809 |
| GO Refunding Bond, Series 2014 | 460,849 | 145,822 | - | 606,671 |

| | |
|---|---|
| Total Required for 2026 Debt Service | $18,043,397 |
| - Amount, (if any) Paid from Funds Listed in Unencumbered Funds | $0 |
| - Amount, (if any) Paid from Other Resources | $0 |
| - Excess Collections Last Year | $1,126,304 |
| = Total to be Paid from Taxes in 2026 | $16,917,093 |
| + Amount added in anticipation that the unit will collect only 102.95% of its taxes in 2026 | -$484,755 |
| = Total debt levy | $16,432,338 |

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This notice contains a summary of actual no-new-revenue and voter- approval calculations as certified by Jennifer Alaniz on 8/14/26.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearing of each entitiy that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

CITY OF BAYTOWN, TEXAS
AUGUST 27, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

*Taxpayer Impact Statement*

This addendum is provided pursuant to Section 551.043(c)(2) of the Texas Government Code, the City of Baytown provides the following comparison for the median-valued homestead property. This statement shows the estimated annual property tax bill for a median-valued homestead in the City of Baytown, comparing the current tax rate, the no-new revenue tax rate, and the proposed tax rate options.

| | Fiscal Year 2026 Adopted Budget | Fiscal Year 2027 Proposed Budget Tax Rate | Fiscal Year 2027 Budget at No-New Revenue |
|---|---|---|---|
| Tax Rate per $100 Valuation | $0.69803 | $0.69803 | $0.68517 |
| Median-Valued Homestead | 203,551 | 209,836 | 209,836 |
| Estimate of Property Tax Bill | $1,420.85 | $1,464.72 | $1,437.73 |
| Change from Prior Year | | +$43.87 | +$16.88 |

# Tax Rate Comparison

| Tax Rate | Total Tax Rate | M&O Rate | I&S Rate | M&O Revenue | IDA Revenue |
|---|---|---|---|---|---|
| FY27 Proposed Rate | .69803 | .43812 | .25991 | $27,698,766 | 69,250,000 |
| No-New Revenue (NNR) | .68517 | .42526 | .25991 | $26,885,733 | 67,974,188 |
| Voter Approval Rate (VAR) | .74695 | .48704 | .25991 | $30,791,580 | 74,103,244 |

Note: The actual VAR of 3.5% is $.67967. The $.74695 rate includes the unused increment of $.06728.

# Taxpayer Impact Statement

CITY OF BAYTOWN, TEXAS
AUGUST 27, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

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| Estimate of Property Tax Bill | $1,420.85 | $1,464.72 | $1,437.73 |
| Change from Prior Year | | +$43.87 | +$16.88 |

# Tax Bill Impact

**Current Rate** .69803
**NNR** .68517
**VAR** .74695

| | 0.69803 | 0.68517 | 0.74695 | 0.68517 | | 0.74695 | |
|---|---|---|---|---|---|---|---|
| Taxable Value | Proposed Rate Annual Tax Bill | NNR Annual Tax Bill | VAR Annual Tax Bill | Annual NNR/Current Rate Change $ | Monthly NNR/Current Rate Change $ | Annual VAR/Current Rate Change $ | Monthly VAR/Current Rate Change $ |
| 209,836 | 1,464.72 | 1,437.73 | 1,567.37 | (26.98) | (2.25) | 102.65 | 8.55 |

Note:
1. The table assumes home values remain unchanged. If home values increase, the impact under the No-New Revenue (NNR) would also result in a higher tax bill.
2. The table does not reflect the homestead or 65+ or disabled exemptions.

CITY COUNCIL MEETING 6. b.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance for the purchase and installation of a SONA Interactive Play and Dance Arch with turf floor from Kraftsman through the Texas Local Government Purchasing Cooperative (BuyBoard) # 781-25 for Lakewood Park
**Prepared for:** Tracey Prothro, Parks and Recreation
**Prepared by:** Tracey Prothro, Parks and Recreation
**Department:** Parks and Recreation

## Information

### ITEM

Consider an ordinance for the purchase and installation of a SONA Interactive Play and Dance Arch with turf floor from Kraftsman through the Texas Local Government Purchasing Cooperative (BuyBoard) # 781-25 for Lakewood Park.

### PREFACE

Consider an ordinance for the purchase and installation of a SONA Interactive Play and Dance Arch with turf floor from Kraftsman through the Texas Local Government Purchasing Cooperative (BuyBoard) # 781-25 for Lakewood Park for a total amount of $69,986.16.

SONA Arch will be installed at Lakewood Park Project.

Price includes:
DISCBB Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25
290100 SONA Interactive Play and Dance Arch, turf floor sold separately (see below), with Custom Color Option
290190 SONA Installation Kit (default deepmount kit) L-anchors with a mold are provided to install with use of concrete
290120 SONA Funky Floor Artificial Turf with Infill 12.46 ft diameter
290140 SONA custom color addition cap color Custom
290110 SONA Carefree service package upgrade, includes additional 3 year warranty and content manager to keep your product up to date
INSTALL Installation of Equipment with 2 footings in existing concrete.
Total: $69,986.16

The purchase and installation of the SONA Interactive Play and Dance Arch will be conditioned on the award and acceptance of a $50,000 grant from ExxonMobil in support of STEM recreation.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:** PARK2314
**Source of Funds (Operating/Capital/Bonds):** Operating
**Funds Budgeted Y/N:** Y
**Amount Needed:** 69986.16
**Fiscal Impact (Additional Information):**
Total cost for SONA Interactive Play an Dance Arch and installation is $69,986.16
ExxonMobil is providing $50,000.00 grant toward purchase of STEM related play piece ($50,000.00)

Fiscal impact to project budget = $19,986.16

## Attachments

Ordinance Authorizing Purchase of SONA Play Arch via TIPS Cooperative

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX AND 16/100 DOLLARS ($69,986.16) TO KRAFTSMAN, LLC THROUGH THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), FOR THE PURCHASE AND INSTALLATION OF A SONA INTERACTIVE PLAY AND DACE ARCH FOR LAKEWOOD PARK, CONDITIONED UPON THE AWARD AND ACCEPTANCE A FIFTY-THOUSAND DOLLAR ($50,000.00) GRANT FROM EXXONMOBIL CORPORATION IN SUPPORT OF STEM RECREATION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the City Council of the City of Baytown is a member of The Interlocal Purchasing System, which authorizes such system to take bids for certain items and for the City of Baytown to make purchases based upon bids received; and

WHEREAS, The Interlocal Purchasing System has taken bids for the purchase and installation of a SONA Interactive Play and Dance Arch for Lakewood Park;

WHEREAS, the City has applied for, but has not yet been awarded, a grant in the amount of fifty thousand dollars ($50,000.00) from ExxonMobil Corporation in support of STEM Recreation; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the payment of SIXTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX AND 16/100 DOLLARS ($69,986.16) to Kraftsman, LLC, through The Interlocal Purchasing System, for the purchase and installation of a SONA Interactive Play and Dance Arch for Lakewood Park, conditioned upon the award and acceptance of a grant in the amount of fifty thousand dollars ($50,000.00) from ExxonMobil Corporation in support of STEM Recreation, to offset the cost of the purchase and installation of the SONA Interactive Play and Dance Arch.

Section 2: In the event that the City is awarded and accepts the aforementioned grant funds from ExxonMobil Corporation, the City Council of the City of Baytown, Texas hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the Agreement for the Purchase of SONA Interactive Play and Dance Arch. A copy of said agreement is attached hereto as Exhibit A and incorporated herein by reference.

Section 3: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price specified in Section 1 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

AGREEMENT FOR THE PURCHASE OF SONA ARCH PLAY AND DANCE EQUIPMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

**1. Scope**

This Agreement is for the purchase of One (1) SONA Interactive Play and Dance Arch, Turf floor,and associtated equipment (the "Goods") for and on behalf of the City. This Agreement shall commence on the date of execution by the City Manager and shall terminate:

- ☒ upon delivery of the Goods in accordance with paragraph 2;
- ☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager, allowing for annual renewals; *or*
- ☐ the earlier of delivery of the Goods in accordance with paragraph 2 or number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager, allowing for annual renewals.

The Scope of Work from Add Procurement Type and Number (BuyBoard. ) #781-25 is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

**2. Price and Delivery**

a. The City shall pay Vendor the sum of up to Sixty Nine Thousand Nine Hundred Eighty Six Thousand and Sixteen Cents ($69,6986.16.Click or tap here to enter text.) for delivery of the Goods as follows:

i. 290100 SONA Interactive Plan and Dance Arch, Turf Floor
ii. 290190 SONA Installation Kit L-anchors
iii. 290120 SONA Funky Floor Artificial Turf with Infill
iv. 290140 SONA custom color additional cap color
v. 290110 SONA Carefree service package 3 year warranty and Install of Equipment with 2 footings in existing concrete

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

c. Vendor shall invoice based upon conforming Goods actually delivered to the City. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.

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

e. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

f. Vendor is not authorized to ship the Goods under reservation and no tender of a bill of lading will serve as a tender of Goods.

g. The title and risk of loss of the Goods shall not pass to the City until the City actually receives and takes possession of the Goods at the point or points of delivery in Baytown, Texas.

h. Every tender or delivery of Goods must fully comply with all provisions of this Agreement as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Vendor may reasonably notify the City of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by the City's consent executed by the City Manager.

**3. Insurance**

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

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

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

i. Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

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

iii. Errors and Omissions
- Limit: $1,000,000
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after delivery of the Goods
- Waiver of Subrogation required

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required

b. The following shall be applicable to all policies of insurance required herein:

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

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

iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.

iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

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

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

**4. Indemnification and Release**

**VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE, AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS**

**ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

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

**5. Records**

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents relating to the purchase and delivery of the Goods.

**6. Supervision of Vendor**

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

**7. Billing**

The City shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify the Goods with specificity and the date(s) of the Goods' delivery. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice the City for Goods not provided. Invoices shall be

received by the City no later than sixty (60) calendar days from the date Vendor delivers the Goods to the City. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

**8. Indebtedness**

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

**9. Verifications**

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

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

**10. Governing Law**

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

**11. Notices**

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

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

For the City:

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

For Vendor:

Kraftsman LLC
Attn: Contracts
Address 19535 Haude Rd,
Spring, TX 77388

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

**12. No Third-Party Beneficiary**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Vendor and the City only.

**13. No Right to Arbitration**

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

**14. Waiver**

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

**15. Complete Agreement**

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

**16. No Assignment**

Vendor may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The

City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of _____, 20__, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

_____
JASON E. REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

VENDOR:

KRAFTSMAN LLC

J. O'Neill
(Signature)

Jim O'Neill
(Printed Name)

Vice President
(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

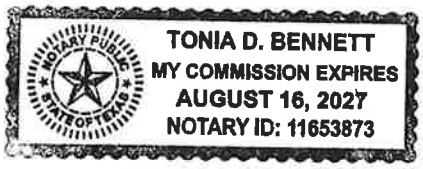
Before me on this day personally appeared Jim O'Neill, in his/her capacity as Vice President, on behalf of such Kraftsman LLC,

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

(check one)

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

SUBSCRIBED AND SWORN before me this 19TH day of August, 2026.




Tonia D. Bennett
Notary Public in and for the State of Texas

# EXHIBIT A

SCOPE OF WORK

Insert Text

"Exhibit A"


# Kraftsman

**COMMERCIAL PLAYGROUNDS & WATER PARKS**
**19535 Haude Road**
**Spring, TX 77388**
**Phone: (281) 353-9599**
**markr@kraftsmanplay.com**


**QUOTE #Q88144-3**
**Date: 05/28/2026**
**Project: 35429**
**Created By: Mark Reynolds**
**Quote Name: Lake Wood Sona Arch**

## BILL TO

**Baytown Parks & Recreation Dept**
Cornell Gordon, Jr
Lakewood Park Sona Arch
AccountsPayable@baytown.org
PO Box 424
Baytown, TX 77522

**Terms:**
Percentage Completed Draws Monthly

## SHIP TO

Lakewood Park Sona Arch
Baytown, TX

| QTY | Code | Description | Size | Color | Unit Price | Ext. Price |
|---|---|---|---|---|---|---|
| | DISCBB | Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25 | | | | |
| 1 | 290100 | SONA Interactive Play and Dance Arch, turf floor sold separately (see below), with Custom Color Option (Color Required at time of order) | | Custom Color | $32,915.45 | $32,915.45 |
| 1 | 290190 | SONA Installation Kit (default deepmount kit) L-anchors with a mold are provided to install with use of concrete | | | $213.21 | $213.21 |
| 1 | 290120 | SONA Funky Floor Artificial Turf with Infill | 12.46 ft diameter | | $3,956.23 | $3,956.23 |
| 1 | 290140 | SONA custom color addition cap color | | Custom | $769.93 | $769.93 |
| 1 | 290110 | SONA Carefree service package upgrade, includes additional 3 year warranty and content manager to keep your product up to date | | | $3,198.15 | $3,198.15 |
| 1 | INSTALL | Installation of Equipment with 2 footings in existing concrete. | | | | $0.00 |

| | |
|---|---|
| Item Subtotal: | $41,052.97 |
| Shipping & Handling: | $11,742.86 |
| Discount: | -$757.10 |
| Equipment Subtotal: | $52,038.73 |
| Tax: | $0.00 |
| Install: | $17,947.43 |
| **Total:** | **$69,986.16** |

*Initials* _____

# Kraftsman

**COMMERCIAL PLAYGROUNDS & WATER PARKS**
**19535 Haude Road**
**Spring, TX 77388**
**Phone: (281) 353-9599**
**markr@kraftsmanplay.com**


**QUOTE #Q88144-3**
**Date: 05/28/2026**
**Project: 35429**
**Created By: Mark Reynolds**
**Quote Name: Lake Wood Sona Arch**

*Respectfully Submitted*

Mark Reynolds

**Bill To:** Baytown Parks & Recreation Dept
**Ship To:**
**Terms:** Percentage Completed Draws Monthly

Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

*Authorized Signature* _____ *PO#* _____

*Printed Name & Title* _____ *Acceptance Date* _____

*Authorized Signature* _____

*Printed Name & Title* _____

***WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT***

***Thank You! We Appreciate Your Business!***

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 16, 2026

**Sent via email to: buyboard@kraftsmanplay.com**

Tonia Bennett
Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks
19535 Haude Rd.
Spring TX 77388

Re: Parks and Recreation Equipment, Products, and Installation
BuyBoard Contract 781-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Recreation Equipment, Products, and Installation, Contract 781-25 effective October 1, 2025 through September 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator



Endorsed by:

Electronic Delivery

Kris Soderberg
Kraftsman LP
19535 Haude Rd.
Spring, TX 77388

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 781-25, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term ofOctober 1, 2025 through September 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 781-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

# PROPOSER'S ACCEPTANCE AND AGREEMENT

| | |
|---|---|
| **Proposal Invitation Name**<br>Parks and Recreation Equipment, Products, and Installation Services | **Proposal Due Date/Opening Date and Time**<br>May 1, 2025, at 4:00 PM |
| **Proposal Invitation Number**<br>781-25 | **Location of Proposal Opening**<br>Texas Association of School Boards, Inc.<br>BuyBoard Department<br>12007 Research Blvd.<br>Austin, TX 78759 |
| **Contract Term**<br>October 1, 2025, through September 30, 2026, with two possible one-year renewals. | **Anticipated Cooperative Board Meeting Date**<br>July 2025 |

***By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.***

Kraftsman Commercial Playgrounds & Water Parks
Name of Proposing Company

4/29/25
Date

19535 Haude Rd.
Street Address


Signature of Authorized Company Official

Spring, TX 77388
City, State, Zip

Kris Soderberg
Printed Name of Authorized Company Official

281-353-9599
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

281-353-2265
Fax Number of Authorized Company Official

26-0438158
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:** KS

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:** KS

# 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 | | |
|---|---|---|---|
| Kraftsman Commercial Playgrounds & Water Parks | 19535 Haude Rd. | | |
| **City** | **State** | **Zip Code** | |
| Spring | TX | 77388 | |

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 [x] 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:*

[x] Yes [ ] No

**Initial:** KS

# 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:** KS

# 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:** KB

# 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, Member Construction Contract, or other agreement for construction-related goods or services.

**Initial:** KS

# 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:** KS

# 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:** KS

# 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:** KS

**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:** KS

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, Member Construction Contract, 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, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** KS

**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:** KS

**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:** KS

**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.

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**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 certain 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:** KS

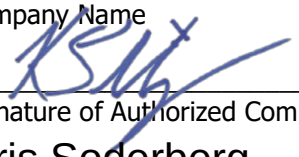
# COMPLIANCE FORMS SIGNATURE PAGE

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

Kraftsman Commercial Playgrounds & Water Parks

Company Name



Signature of Authorized Company Official

Kris Soderberg

Printed Name and Title

4/29/25

Date

CITY COUNCIL MEETING 7. a.

**Meeting Date:** 08/27/2026

**Subject:** Consider an ordinance authorizing the second renewal of the annual Mosquito Control Chemicals Contract (3 vendors)

**Prepared for:** Shawn Cochran, Health **Prepared by:** Francis Coronado, Health

**Department:** Health

## Information

### ITEM

Consider an ordinance authorizing the second renewal of the annual contract for Mosquito Control Chemicals with Adapco, LLC., Clarke Mosquito Control Products, Inc., and Rentokil North America Inc., DBA Target Specialty Products.

### PREFACE

This proposed ordinance authorizes the second renewal of the annual Mosquito Control Contract with 3 vendors, including Adapco, LLC., Clarke Mosquito Control Products, Inc., and Rentokil North America Inc., DBA Target Specialty Products for an amount not to exceed $200,000.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2026 -2027 |
| **Acct Code:** | 10004031-52030 |
| **Source of Funds (Operating/Capital/Bonds):** | |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | 212,000 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

2nd Renewal Annual Mosquito Control Chemicals Contract.2026
Renewal Letter - Adapco
CIQ - Adapco
Renewal Letter - Clarke
CIQ - Clarke
Renewal Letter - Target Specialty
CIQ - Target Specialty
Indebtedness Certification
Indebtedness Certification
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SECOND RENEWAL OF THE ANNUAL MOSQUITO CONTROL CHEMICALS CONTRACT WITH ADAPCO, LLC, CLARKE MOSQUITO CONTROL PRODUCTS, INC., AND TARGET SPECIALTY PRODUCTS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the Annual Mosquito Control Chemicals Contract was awarded to the following companies for the items noted on June 27, 2024:

1. ADAPCO, LLC

| Item | Description of Awarded Item |
|---|---|
| 12 | VectoBac WDG, biological larvicide, granule, 25 lb. drum |
| 13 | Fyfanon ULV insecticide Malathion 96.5% 260 gallon tote |
| 14 | Adulticide ReMoa Tri, triple action fenpropathrin 4.0% |

2. Clarke Mosquito Control Products, Inc.

| Item | Description of Awarded Item |
|---|---|
| 9 | Liquid Larvicide Oil, 10% mineral oil, 2.5 gallon container |
| 10 | Adulticide, Zenivex E20 Etofenprox 20%, 30 gallon drum |
| 11 | Biological larvicide, Duplex-G, 40 lb bag |
| 16 | Larvicide, Altosid XR-G Ultra, Methoprene, 40 lb bag |

3. Target Specialty Products

| Item | Description of Awarded Item |
|---|---|
| 1 | Ready to use pyrethroid with synergist, 4%-8%, 275 gallon tote |
| 2 | Pre-mixed item, pyrethrin with synergist, 5%-25%, 30 gallon drum |
| 3 | Carrying oil for pyrethroid mix, 275 gallon tote |
| 5 | Mosquito larvicide growth regulator granular, 21 day Altosid XR-G, 40 lb bag |
| 6 | Mosquito larvicide growth regulator pellets (WSP): 30 day Altosid WSP, 800 pouches per case |
| 7 | Mosquito larvicide growth regulator liquid (SR-5) 5% methoprene, 1 gallon container |
| 8 | Biological mosquito larvicide Bti liquid, 8% minimum, 2.5 gallon container |
| 15 | Adulticide Deltamethrin 2.0%, 30 gallon drum |

WHEREAS, such contract may be renewed for an additional one-year term;

WHEREAS, each of the above-referenced companies has indicated its willingness to renew the contract for an additional year; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby renews the Annual Mosquito Control Chemicals Contract with ADAPCO, LLC, for the following items:

| Item | Description of Awarded Item |
|---|---|
| 12 | VectoBac WDG, biological larvicide, granule, 25 lb. drum |
| 13 | Fyfanon ULV insecticide Malathion 96.5% 260 gallon tote |
| 14 | Adulticide ReMoa Tri, triple action fenpropathrin 4.0% |

Section 2: That the City Council of the City of Baytown hereby renews the Annual Mosquito Control Chemicals Contract with Clarke Mosquito Control Products, Inc., for the following items:

| Item | Description of Awarded Item |
|---|---|
| 9 | Liquid Larvicide Oil, 10% mineral oil, 2.5 gallon container |
| 10 | Adulticide, Zenivex E20 Etofenprox 20%, 30 gallon drum |
| 11 | Biological larvicide, Duplex-G, 40 lb bag |
| 16 | Larvicide, Altosid XR-G Ultra, Methoprene, 40 lb bag |

Section 3: That the City Council of the City of Baytown hereby renews the Annual Mosquito Control Chemicals Contract with Target Specialty Products for the following item:

| Item | Description of Awarded Item |
|---|---|
| 1 | Ready to use pyrethroid with synergist, 4%-8%, 275 gallon tote |
| 2 | Pre-mixed item, pyrethrin with synergist, 5%-25%, 30 gallon drum |
| 3 | Carrying oil for pyrethroid mix, 275 gallon tote |
| 5 | Mosquito larvicide growth regulator granular, 21 day Altosid XR-G, 40 lb bag |
| 6 | Mosquito larvicide growth regulator pellets (WSP): 30 day Altosid WSP, 800 pouches per case |
| 7 | Mosquito larvicide growth regulator liquid (SR-5) 5% methoprene, 1 gallon container |
| 8 | Biological mosquito larvicide Bti liquid, 8% minimum, 2.5 gallon container |
| 15 | Adulticide Deltamethrin 2.0%, 30 gallon drum |

Section 5: That the City Council of the City of Baytown hereby authorizes payment in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS ($200,000.00) for the above-referenced items for the Annual Mosquito Control Chemicals Contract.

Section 6: 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 7: 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# CITY OF BAYTOWN

Purchasing
P. O. BOX 424
(281) 420-6526
Baytown, Texas 77522-0424

Adapco, LLC
100 Colonial Center Parkway, STE 170
Lake Mary, FL 32746

ATTN: Andy Pierce

July 6, 2026

Dear Supplier:

This letter is to inform you that the City of Baytown has renewed the contract for the Mosquito Control Contract with your company. This contract will be in effect from October 1, 2026 through September 30, 2027. Please contact the Purchasing Department at 281-420-6525 if you have any questions.

## VENDOR ACKNOWLEDGMENT OF CONTRACT RENEWAL

The undersigned acknowledges and accepts the renewal of the Mosquito Control for the period of October 1, 2026 through September 30, 2027.

**Vendor Name**

By: ADAPCO LLC

Printed Name: Cristina Flores

Title: VP Public Health

Signature: Cristina Flores *Please see attached for renewal pricing updates.

Date: 07/17/2026

# 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.**

ADAPCO LLC

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Baytown Mosquito Control Director

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 [X] 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 [X] 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.**

ADAPCO is a distributor of insecticide products, technology, spray and monitoring equipment and surveillance equipment to the professional mosquito control industry.

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 Cristina Flores

Signature of vendor doing business with the governmental entity

07/15/2026

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:

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**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

Purchasing
P. O. BOX 424

(281) 420-6526
Baytown, Texas 77522-0424

Clarke Mosquito Control Products
675 Sidwell Court
St. Charles, IL 60174

ATTN: Mike Muldoon

July 6, 2026

Dear Supplier:

This letter is to inform you that the City of Baytown has renewed the contract for the Mosquito Control Contract with your company. This contract will be in effect from October 1, 2026 through September 30, 2027. Please contact the Purchasing Department at 281-420-6525 if you have any questions.

## VENDOR ACKNOWLEDGMENT OF CONTRACT RENEWAL

The undersigned acknowledges and accepts the renewal of the Mosquito Control for the period of October 1, 2026 through September 30, 2027.

**Vendor Name**

By: Clarke Mosquito Control Products, Inc.

Printed Name: Miranda Schield

Title: Chief Customer Experience Officer

Signature:

Date: 7/21/2026

# 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.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

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.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

7/20/2026

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.

TARGET
SPECIALTY PRODUCTS

1225 N. Post Oak Rd.
Houston, TX 77055
800.901.9746
target-specialty.com

July 23, 2026

Francis Coronado
Administrative Supervisor
City of Baytown Health Department
220 West Defee Ave.
Baytown, Texas 77520

RE: Renewal of As-Needed Contract for Mosquito Control Chemicals, Contract #029-24

Regarding contract number 029-24, As-Needed Contract for Mosquito Control Chemicals, Target Specialty Products is willing to renew the bid for one additional year. However, Target did experience price increases on most of the awarded items, and I am hereby requesting an equivalent increase in the amount awarded to Target for the renewed term of the contract on these items. You will find all documentation attached. Below are the details:

The following items had no NO price increases, and will be renewed at current contract pricing:

**Item 1** (Ready to use pyrethroid with synergist, 4%-8%, 275-gallon tote)
**Item 10** (Adulticide, Zenivex E20 Etofenprox 20%, 30-gallon drum)

The following items had price increases:

**Item 2** (Premixed item-pyrethrin with synergist, 5%-25%, 30-gallon drum),Permanone RTU, Target experienced an $11.85 per gallon increase ($355.50 per drum increase) on drums (6.0%), which would bring the contract price to $210.60 per gallon ($6,318.00 per drum). Documentation of this increase is provided in the form of a letter from the manufacturer, MGK / Valent Health. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 3** (Carrying oil for Pyrethroid mix, 275-gallon totes, BVA-13), Target experienced a $3.25 per gallon increase ($893.75 per tote increase) on totes (29.3%), which would bring the contract price to $14.34 per gallon ($3,943.50 per tote). Documentation of this increase is provided in the form of a letter from the manufacturer, BVA Oils. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 5** (Mosquito larvicide growth regulator Granular, 21-day Altosid XR-G, 40-pound bag), This item is an agency product, whereby the product is only on consignment with Target as an agent for the manufacturer, and the manufacturer sets the annual pricing. The price increase on this item was $12.00 per bag (2.9%), bringing the requested renewed contract pricing to $424.00 per bag. Documentation of this increase is provided in the form of annual agency pricing from the manufacturer, Central Life Sciences, as well as an additional letter stating their price increases. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 6** (Mosquito larvicide growth regulator, Pellets (WSP): 30-day Altosid WSP, 800 pouches per case), This item is an agency product, whereby the product is only on consignment with Target as an agent for the manufacturer, and the manufacturer sets the annual pricing. The price increase on this item was $24.00 per case (3.0%), bringing the requested renewed contract pricing to $824.00 per case. Documentation of this increase is provided in the form of annual agency pricing from the manufacturer, Central Life Sciences, as well as an additional letter stating their price increases. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 7** (Mosquito larvicide growth regulator, Liquid (SR-5): 5% Methoprene, 1 gallon container), This item is an agency product, whereby the product is only on consignment with Target as an agent for the manufacturer, and the manufacturer sets the annual pricing. The price increase on this item was $36.00 per 4 x 1 gallon case (3.0%), bringing the requested renewed contract pricing to $1,243.00 per 4-gallon case. Documentation of this increase is provided in the form of annual agency pricing from the manufacturer, Central Life Sciences, as well as an additional letter stating their price increases. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 8** (Biological mosquito larvicide Bti liquid, 8% minimum, 2.5-gallon container, Fallout LQ), Target experienced a $0.75 increase per 2.5-gallon jug ($0.30 per gallon) (1.0%), which would bring the contract price to $90.75 per 2.5-gallon jug. Documentation of this increase is provided in the form of a letter from the manufacturer, Summit Chemical Company. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 9** (Liquid larvicide oil, 10% mineral oil, 2.5-gallon container, BVA-2) (supplied in 5-gallon pails), Target experienced an increase of $6.36 per gallon ($31.80 per 5-gallon pail) (36.2%), which would bring the contract price to $119.70 per 5-gallon pail. Documentation of this increase is provided in the form of a letter from the manufacturer, BVA Oils. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 11** (Biological larvacide, Duplex-G, 40-pound bag), This item is an agency product, whereby the product is only on consignment with Target as an agent for the manufacturer, and the manufacturer sets the annual pricing. The price increase on this item was $20.00 per bag (3.0%), bringing the requested renewed contract pricing to $676.00 per bag. Documentation of this increase is provided in the form of annual agency pricing from the manufacturer, Central Life Sciences, as well as an additional letter stating their price increases. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 12** (VectoBac WDG, biological larvicide, granule, 25-pound drum, Fallout WDG), Target experienced a $4.44 increase per 25-pound pail ($0.1776 per pound) (1.0%), which would bring the contract price to $666.94 per 25-pound pail. Documentation of this increase is provided in the form of a letter from the manufacturer, Summit Chemical Company. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 15** (Adulticide Deltamethrin 2.0%, 30-gallon drum), Target experienced a $358.96 per drum increase (4.3%), which would bring the contract price to $8,645.96 per drum. Documentation of this increase is provided in the form of a letter from the manufacturer, Envu. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

**Item 16** (Larvicide, Altosid XR-G Ultra, Methroprene, 40-pound bag), This item is an agency product, whereby the product is only on consignment with Target as an agent for the manufacturer, and the manufacturer sets the annual pricing. The price increase on this item was $24.00 per bag (4.5%), bringing the requested renewed contract pricing to $552.00 per bag. Documentation of this increase is provided in the form of annual agency pricing from the manufacturer, Central Life Sciences, as well as an additional letter stating their price increases. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods.

If you have any questions regarding this matter, you can reach me through Target's Houston office at (713) 682-4411, or on my mobile phone at (713) 249-2075.

Best Regards,

Mike Nichols

Mike Nichols
National Vector Sales Manager

# 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).

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**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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.**

NA - No Conflict Exists

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 Kristi Rodney

Signature of vendor doing business with the governmental entity

07/22/2026

Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

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(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

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(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:

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(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 annual contract for Mosquito Control Chemicals (3 vendors)

**Company Name:** Clarke Mosquito Control Products

**Department:** Health

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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

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

_____

_____

_____

☑ not to be indebted to the City.

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

Teresa McKee — Director of Finance

08/10/2026 — 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 OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance authorizing the annual contract for Mosquito Control Chemicals (3 vendors)

**Company Name:** ADAPCO, LLC

**Department:** Health

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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:

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☑ not to be indebted to the City.

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

Teresa McKenzie — Director of Finance

08/10/2026 — Date

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

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance authorizing the annual contract for Mosquito Control Chemicals (3 vendors)

**Company Name:** Target Specialty

**Department:** Health

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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 McKeirel — Director of Finance

08/10/2026 — Date

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

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

CITY COUNCIL MEETING 7. b.

**Meeting Date:** 08/27/2026
**Subject:** Assignment of Tax Abatement Agreement for Port 10 Logistics Building 3 from Port 10 Intermodal, LLC to Skyrem, LLC
**Prepared for:** Brian Moran, Development Manager - Economic Dev
**Prepared by:** Brian Moran, Development Manager - Economic Dev
**Department:** Development Manager - Economic Dev

## Information

### ITEM

Consider a resolution approving the Assignment of a Tax Abatement Agreement for Certain Taxable Property located in the Port 10 Logistics Reinvestment Zone (Building 3), from Port 10 Intermodal, LLC to Skyrem, LLC.

### PREFACE

The City of Baytown entered into a Tax Abatement Agreement with Port 10 Intermodal, LLC on December 8, 2022 via Ordinance No. 15,312. The agreement provided a 5-year declining tax abatement on eligible property improvements.

Pursuant to Article X of the original Tax Abatement Agreement, the owner may assign its rights and obligations to a new owner with the prior written consent of the City Council. The assignment requires that the Assignee unconditionally assume all duties under the same terms and conditions.

Port 10 Intermodal, LLC has completed the proposed improvements for Building 3 and is requesting to assign of all its rights, duties, title, and obligations under the agreement to Skyrem, LLC.

## Fiscal Impact

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

## Attachments

Ordinance - Tax Abatement Agt Assignment
Assignment of Tax Abatement Agreement
Tax Abatement Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE ASSIGNMENT OF A TAX ABATEMENT AGREEMENT BETWEEN PORT 10 INTERMODAL, LLC. AND SKYREM, LLC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, via Ordinance No. 15,312, the City of Baytown, Texas and Port 10 Intermodal, LLC ("Port 10") entered into a Tax Abatement Agreement for Certain Taxable Property Located in the Port 10 Logistics Reinvestment Zone ("Agreement") on December 8, 2022; and

WHEREAS, Article X of the Agreement allows Port 10 to assign its rights and obligations under this Agreement to a new owner with the consent of the City Council, which shall not be unreasonably withheld. 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 approves the Assignment of the Agreement from Port 10 to Skyrem, LLC. A copy of said Assignment 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
Scott Lemond, City Attorney

**ASSIGNMENT OF TAX ABATEMENT AGREEMENT**
**(Building 3)**

WHEREAS, PORT 10 INTERMODAL, LLC ("Assignor") entered into a Tax Abatement Agreement for Certain Taxable Property Located in the Port 10 Logistics Reinvestment Zone with the City of Baytown, Texas (the "City") dated December 8, 2022 (the "Tax Abatement Agreement"), attached hereto as **Exhibit "A"**; and

WHEREAS, the Assignor is the Owner of the New Facility under the Tax Abatement Agreement, has completed the Improvements contemplated thereunder, and is not in default under the terms of the Tax Abatement Agreement; and

WHEREAS, pursuant to Article X of the Tax Abatement Agreement, Owner may assign its rights and obligations to a new owner of the New Facility with the prior written consent of the City Council, which consent shall not be unreasonably withheld; and

WHEREAS, Assignor wishes to assign all of its rights, obligations, duties, title, and interest in, under and to the Tax Abatement Agreement to SKYREM, LLC, or a related entity ("Assignee"), and Assignee, as the new Owner of the New Facility, wishes to accept such assignment and assume all of Assignor's rights, obligations, duties, title, and interest in, under, and to the Tax Abatement Agreement.

NOW THEREFORE,

I. Assignor hereby assigns all of its rights, obligations, duties, title, and interest in, under, and to the Tax Abatement Agreement to Assignee.

II. Assignee, the new Owner of the New Facility, hereby accepts such assignment and hereby irrevocably and unconditionally assumes all of Assignor's rights, obligations, duties, title, and interest in, under, and to the Tax Abatement Agreement upon the same conditions as set out in the Tax Abatement Agreement.

III. Assignor and Assignee represent that they are not indebted to the City for delinquent ad valorem taxes or other obligations.

IV. The City Council consent to the Assignment is attached hereto as **Exhibit "B**".

V. This Assignment may be executed by the parties in multiple originals, each having full force and effect.

Effective as of the _____ day of _____, 2026.

[EXECUTION PAGES FOLLOW]

"ASSIGNOR"

PORT 10 INTERMODAL, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

"ASSIGNEE"

SKYREM, LLC, a Delaware limited liability company

By:_____
_____
Name:_____
_____
Title:_____

**Exhibit "A"**
**Tax Abatement Agreement for Certain Taxable Property located in the Port 10 Logistics Renivestment Zone**

**Exhibit "B"**
**City of Baytown Consent to Assignment**

# CITY OF BAYTOWN

OFFICE OF THE CITY CLERK

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

December 12, 2022

**CM/RRR#7022 2410 0000 5631 5118 | TR#9590 9402 6642 1060 8442 07**

Port 10 Logistics, LLC
ATTN: Mr. Alan D. Feinsilver
1885 S. James Place, Suite 1100
Houston, Texas 77056

Ref: Tax Abatement Agreement

Dear Mr. Feinsilver:

Please find enclosed original of the above noted Tax Abatement Agreement by and between City of Baytown, Texas ("City") and Port 10 Intermodal, LLC ("Owner") having been signed and attested to by agents/representatives for the City of Baytown, Texas, same having been attached and marked as Exhibit "A" under City of Baytown Ordinance No. 15,312 dated December 8, 2022.

Should you require anything further, please do not hesitate in contacting our Legal Department to 281-420-6505.

Respectfully,

Sylvia Aguilar
City of Baytown
Office of the City Clerk
2401 Market Street
Baytown, TX 77520

Enclosure

cc: Legal Department
Finance Department

# City of Baytown

## Tax Abatement Agreement for Certain Taxable Property located in the Port 10 Logistics Reinvestment Zone

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Tax Abatement Agreement ("Agreement") is made and entered into by and between City of Baytown, Texas ("City"), and Port 10 Intermodal, LLC, a Delaware limited liability company ("Owner"), the owner of taxable property in Harris County, Texas, located in Port 10 Logistics Reinvestment Zone ("Reinvestment Zone").

### I
### Authorization

This Agreement is authorized by (i) the Texas Property Redevelopment and Tax Abatement Act, (ii) Resolution No. 2726 of the City Council of the City of Baytown, Texas, and (iii) Ordinance No. 13,709 of the City Council of the City of Baytown, Texas, providing for the designation of the Reinvestment Zone.

### II
### Definitions

For the purpose of this Agreement, the definitions set forth in Resolution No. 2726 of the City Council of the City of Baytown, Texas, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes (the "Guidelines"), shall govern unless it is apparent from the context that the term as used herein has a different meaning or unless such word is specifically defined in this article. All other words shall be given their common, ordinary meanings, as the context may reasonably suggest.

a. *Abatement* means the full or partial exemption from ad valorem taxes of certain property in the Reinvestment Zone designated for economic development purposes.

b. *Abatement Period* means the period of time commencing January 1, 2024 and ending upon the sooner of (i) the fifth anniversary of the Effective Date of Abatement or (ii) the termination of this Agreement pursuant to the provisions of Article VII hereof.

c. *Application* means the Owner's Application for Tax Abatement in Baytown, Texas, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

d. *Base Year Value* means the appraised value of the property within the Reinvestment Zone as certified by the Harris County Appraisal District as of January 1, 2023, plus the agreed-upon value of eligible property improvements made after such January 1 but before the execution of the Agreement.

e. *Construction Phase* means a material and substantial improvement of the property which represents a separate and distinct construction operation undertaken for the purpose of erecting the Improvements.

f. *Effective Date of Abatement* means January 1, 2024.

g. *Eligible Property* means the buildings, structures, fixed machinery, equipment and process units, site improvements, and that office space and related fixed improvements necessary to the operation and administration of the New Facility as hereinafter defined.

h. *Improvements* means the buildings or portions thereof and other improvements, including fixed machinery, equipment and process units, used for commercial or industrial purposes that are erected by the Owner on the property after the execution of this Agreement.

i. *Ineligible Property* means that property described in Section 2(e) of the Guidelines.

j. *New Eligible Property* means Eligible Property, the construction of which commences subsequent to the date of execution of this Agreement. A list of the New Eligible Property is set forth in the Application. During the Construction Phase of the New Eligible Property, the Owner may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.

k. *New Facility* has the meaning given to that term in Article VI hereof.

l. *Subject Property* has the meaning given to that term in Article III hereof.

## III
## Property

The Reinvestment Zone is an area within Harris County, Texas, more fully described in Exhibit "C," which is attached hereto and made a part hereof for all intents and purposes. The property subject to this Agreement (the "Subject Property") is comprised of a tract of land totaling approximately 25 acres of land, which is located within the Reinvestment Zone (with an account number to be assigned by Harris County Appraisal District Account) and more fully described in the Application.

The values hereinafter established for tax year 2023 by the Harris County Appraisal District, plus _____$0.00_____, representing the agreed-upon value of Improvements made after

January 1, 2023, but before the execution of this Agreement, shall be the Base Year Values for purposes of this Agreement.

## IV
## Value and Term of Agreement

Abatement on the Improvements shall be permitted only for the value of New Eligible Property as defined in Article II of this Agreement and as specifically listed in Exhibit "B." This Abatement shall be granted effective January 1, 2024 (the "Effective Date of Abatement"). The portion of New Eligible Property value to be abated shall be in accordance with the following schedule:

| Year | Abatement Percentage |
|---|---|
| 2024 | 100% |
| 2025 | 80% |
| 2026 | 70% |
| 2027 | 60% |
| 2028 | 50% |

The abated value shall be the value of New Eligible Property, as adjusted each year.

## V
## Taxability

During the Abatement Period, taxes shall be payable as follows:

(1) The value of Ineligible Property shall be fully taxable;

(2) The Base Year Value of Eligible Property existing prior to the execution of this Agreement, as the same may be adjusted each year, shall be fully taxable; and

(3) The additional value of New Eligible Property shall be taxable in the manner as described in Section 2(g) of the Guidelines and in accordance with Article IV of this Agreement. The estimated value of the New Eligible Property to be abated pursuant to the Agreement is $24,000,000.

The City shall enter into only one tax abatement agreement for the New Facility described in this Agreement during the existence of the Reinvestment Zone as designated by Ordinance No. 13,709.

## VI
## Contemplated Improvements

As set forth in the Application, the Owner represents that it will construct a 451,008 square-foot, rail served distribution/warehouse facility, that it reasonably expects will cost approximately $24,000,000 which shall be used for commercial or industrial purposes ("New Facility").

The New Facility, as well as any other Improvements within the Subject Property, shall be completed in accordance with all applicable laws, ordinances, rules or regulations, including the City's zoning ordinance. The Owner herein agrees to construct or cause the New Facility to be constructed so that the New Facility will comply with the masonry and the articulation and relief standards specified in Section 3.10 of the Code of Ordinances, Baytown, Texas. The New Facility is expected to initiate or further the active conduct of a trade or business within the Reinvestment Zone.

The Owner further agrees that construction of the Improvements will begin on or after December 1, 2022, with completion on or before December 31, 2023.

## VII
## Employment

It is contemplated that this construction project will result in the creation of five (5) jobs and approximately fifty (50) construction jobs during the Construction Phase of the New Facility. The project is not expected solely to transfer, or primarily have the effect of transferring, employment from one part of the City of Baytown to another.

The Owner, on or before March 1st of each year of this Agreement, shall submit to the Harris County Appraisal District and the City a January employee count for the New Facility which corresponds to the employment count reported in the Owner's Employer's Quarterly Report to the Texas Workforce Commission. The Owner shall also on or before March 1st of each year submit a separate notarized letter certifying the number of jobs created or retained as a direct result of the abated improvements and the number of employees in other facilities located within the City. These submissions shall be used to determine abatement eligibility for that year and shall be subject to audit if requested by the City. The Owner's failure to submit the counts and notarized letter shall result in the ineligibility to receive an abatement for that year and the termination of the tax abatement agreement and any abated taxes subject to recapture pursuant to Article VIII.

## VIII
## Event of Default

A. In the event the New Facility is completed and begins operations as a service and distribution facility, but subsequently discontinues such operations for any reason excepting fire, explosion or other casualty, accident or natural disaster, for a period of one-

year during the Abatement Period, then this Agreement shall be automatically terminated. In the event of termination pursuant to the provisions of this paragraph, the Abatement of taxes and payments for the calendar year during which the New Facility discontinues operations shall terminate, but there shall be no recapture of prior years' taxes and payments abated by virtue of this Agreement. The taxes and payments otherwise abated for the calendar year during which the New Facility no longer produces shall be paid to the City prior to the delinquency date for such year or within sixty (60) days from the date of termination, whichever occurs first. The Owner shall notify the City at the address in Article XI within ten (10) days of any discontinuation, stating the reasons for the discontinuation and the projected length of the discontinuation. Should Owner fail to comply with this subsection, this Agreement shall be terminated immediately and all taxes previously abated by virtue of this Agreement shall be recaptured and paid within sixty (60) days of the termination. Any and all recaptured taxes not paid within the 60-day period prescribed hereinabove shall accrue interest and penalties as set forth in Section B of this Article.

B. If the Owner is in default of any term or condition of this Agreement or of the Guidelines during the Abatement Period covered by this Agreement, the Owner must notify the City in writing at the address stated in Article XI hereof within ten (10) days from the default and cure such default within sixty (60) days from the date of such default ("Cure Period"). If the City determines that Owner has failed to comply with this subsection, the Agreement shall be terminated immediately and all taxes previously abated by virtue of the Agreement may be recaptured together with interest at 6% per annum calculated from the effective date of the Agreement and paid within sixty (60) days of the termination. If the City does not receive full payment within said sixty (60) days, a penalty of 15% of the total amount abated shall be added.

C. In the event that Owner (i) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly to follow the legal procedures for their protest and/or contest or (ii) violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period, this Agreement will terminate automatically with no further notice to the Owner or opportunity to cure the default being necessary. If this Agreement is terminated, all taxes previously abated by virtue of this Agreement will be recaptured and paid within sixty (60) days of the termination, and penalties and interest shall be assessed as set forth in Section B of this Article.

## IX
## Administration

This Agreement shall be administered on behalf of the City by the City Manager or his designee pursuant to the direction of the City Council. The Owner shall allow employees and/or representatives of the City who have been designated by the City Manager to have access to the New Facility during the term of this Agreement to inspect the New Facility to determine compliance with the terms and conditions of this Agreement. All inspections required herein will be made only after giving of twenty-four (24) hours' prior notice and will only be conducted in

such manner as will not unreasonably interfere with the construction and/or operation of the New Facility. All inspections required herein will be made with one or more representatives of the Owner and in accordance with the Owner's safety standards.

Upon completion of the contemplated construction, the City Manager or his designee shall annually evaluate the New Facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the City Council and the City Attorney.

The Chief Appraiser of the Harris County Appraisal District shall annually determine (i) the taxable value after giving effect to the terms of this Agreement of the real and personal property located on the Subject Property and (ii) the full taxable value without Abatement of the real and personal property located on the Subject Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22 of the Texas Tax Code, as may be necessary for the administration of the Abatement specified herein.

The Owner must certify annually to the governing body of each taxing unit with taxing jurisdiction over the Property that the Owner is in compliance with each applicable term of this Agreement.

## X
## Assignment

The Owner may assign its rights and obligations under this Agreement to a new owner of the New Facility with the prior written consent of the City Council, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that contemplates the same Improvements to the property, except to the extent such Improvements have been completed. No assignment shall be approved if the assignor or the assignee is indebted to the City for delinquent ad valorem taxes or other obligations.

## XI
## Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when (i) it is personally delivered or (ii) it is deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States post office, addressed to the City or the Owner, as appropriate, at the following addresses. If mailed, any notice or communication shall be deemed to be received three

days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Owner: Port 10 Intermodal, LLC
1885 S. James Place, Suite 1100
Houston, Texas 77056

Attention: Alan D. Feinsilver

City: City of Baytown
P. O. Box 424
Baytown, Texas 77522-0424

Attention: City Manager

Either party may designate a different address by giving the other party ten (10) days' written notice.

XII
Non-Waiver

Failure of the City 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.

XIII
Venue

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.

XIV
Severability

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

XV

Date of Agreement; Condition to Effectiveness

The City executes this Agreement by and through the City Manager, acting pursuant to Ordinance No. 15,312 of the City of Baytown, and this Agreement shall become effective on the date this Agreement is signed by the City Manager.

This Agreement has been executed by the parties in multiple originals, each having full force and effect.

**CITY OF BAYTOWN**

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

**PORT 10 INTERMODAL, LLC**, a Delaware limited liability company

(Signature)

ALAN D FEINSILVER
(Printed Name)

PRESIDENT
(Title)

ATTEST:

(Signature)

Jess Arnold
(Printed Name)

Vice President
(Title)

# EXHIBIT "A"

## RESOLUTION NO. 2,726

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ELECTING TO BECOME ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT PURSUANT TO THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT; ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN A REINVESTMENT ZONE CREATED IN HARRIS COUNTY OR CHAMBERS COUNTY; ADOPTING SUCH GUIDELINES AND CRITERIA; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and

WHEREAS, new jobs and investment will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and

WHEREAS, the City of Baytown must compete with other localities across the nation currently offering tax inducements to attract jobs and investments; and

WHEREAS, any tax incentives offered in the City of Baytown would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

WHEREAS, any tax incentives should not have a substantial adverse effect on the competitive position of existing companies operating in the City of Baytown; and

WHEREAS, tax incentives should not be used to attract those industries that have demonstrated a lack of commitment to protecting our environment, but should be used to encourage projects designed to protect our environment; and

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting any tax abatement, said Guidelines and Criteria to be unchanged for a two-year period unless amended by a three-quarters vote; and

WHEREAS, to assure a common, coordinated effort to promote our communities' economic development, any such guidelines and criteria should be adopted only through the cooperation of affected school districts, counties, and the City of Baytown; and

WHEREAS, the attached guidelines have been reviewed by the City Council and it has determined that progress towards the goals therein stated has been made; NOW THEREFORE,

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

Section 1: That the findings of the City Council of the City of Baytown contained in the recitals of this resolution are hereby approved and adopted.

Section 2: That the City Council of the City of Baytown elects to become eligible to participate in tax abatement pursuant to the Property Redevelopment and Tax Abatement Act.

Section 3: That the City of Baytown hereby adopts the Guidelines and Criteria for granting tax abatements in a reinvestment zone, which are attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4: That the City Council hereby declares that adoption of the Guidelines and Criteria adopted in Section 3 hereof does not:

a. limit its discretion to decide whether to enter into a specific tax abatement agreement;

b. limit its discretion to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or

c. create any property, contract, or other legal right in any person to have it consider or grant a specific application or request for tax abatement.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of May, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, Interim City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

R: Karen Horner Documents Files City Council Resolutions 2021 May 27 Tax AbatementGuidelines2021.doc

Exhibit "A"

# TAX ABATEMENT GUIDELINES SUMMARY

| | |
|---|---|
| OBJECTIVES | Primary job creation -- target industries.<br>Encourage LEED® development.<br>Amount of abatement -- minimum to be competitive.<br>Fair to taxing jurisdictions -- It is a local option.<br>Fair to existing business -- modernization, expansion.<br>Regional cooperation -- similar abatements.<br>Flexibility -- toughly enforced variance procedure. |
| TERMS | Year 1 100%<br>Year 2 80%<br>Year 3 70%<br>Year 4 60%<br>Year 5 50%<br>Year 6 0% |
| FACILITIES THAT QUALIFY | Manufacturing.<br>Service & Distribution.<br>LEED® Certified Office Building.<br>Regional Entertainment.<br>Research and Development.<br>Other Basic Industry.<br>Class "A" Office. |
| AUTHORIZED INVESTMENTS | New facilities.<br>Expansion.<br>Modernization. |
| ABATED | Buildings and structure.<br>Fixed machinery and equipment.<br>Site improvements.<br>Office space to administer plant. |
| NOT ABATED | Land.<br>Existing improvements.<br>Construction-in-progress.<br>Personal property.<br>Hotels.<br>Housing.<br>Pipelines.<br>Gas and fluid storage.<br>Electrical generating facilities.<br>Deferred maintenance.<br>Property with useful life less than fifteen (15) years. |
| ECONOMIC CRITERIA | Minimum $5,000,000 investment.<br>Maximum $100,000,000 investment.<br>Retain or create at least five (5) jobs.<br>No serious adverse effect on jurisdictions. |

CITY COUNCIL MEETING 7. c.

**Meeting Date:** 08/27/2026

**Subject:** Consider an ordinance authorizing payment pursuant to the Agreed Final Judgment for property associated with the Sjolander/Crosby Cedar Bayou 2 & 3 Utility Project.

**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA

**Prepared by:** Scott Lemond, Legal

**Department:** Legal

## Information

### ITEM

Consider an ordinance authorizing payment to Gary and Kathy Vanderbeek pursuant to the Agreed Final Judgment in the matter styled Gary Vanderbeek and Kathy Vanderbeek v. City of Baytown; No. 1255667; In County Civil Court at Law No. 4 of Harris County, Texas, related to claims of property damage associated with the Sjolander/Crosby Cedar Bayou 2 & 3 Utility Project.

### PREFACE

This proposed ordinance authorizes payment in the amount of $68,500.00 to Gary Vanderbeek and Kathy Vanderbeek pursuant to the Agreed Final Judgment in Cause No.1255667 for alleged damages to the Vanderbeek's property as part of the Sjolander/Crosby Cedar Bayou 2 & 3 Utility Project.

The judgment vests fee simple title to approximately 0.4288 acre (18,679 square feet) in the City of Baytown, subject to the reservations and conditions contained in the judgment.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2026 |
| **Acct Code:** | 51003172-54007 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $68,500.00 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance - Vanderbeek settlement

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 COMPROMISE SETTLEMENT AGREEMENT AND RELEASE WITH GARY AND KATHY VANDERBEEK PURSUANT TO THE AGREED FINAL JUDGMENT IN THE MATTER STYLED GARY VANDERBEEK AND KATHY VANDERBEEK V. CITY OF BAYTOWN; NO. 1255667; IN COUNTY CIVIL COURT AT LAW NO. 4 OF HARRIS COUNTY, TEXAS, RELATED TO ALLEGED PROPERTY DAMAGE ASSOCIATED WITH THE SJOLANDER/CROSBY CEDAR BAYOU 2 & 3 UTILITY PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND, FIVE-HUNDRED DOLLARS ($68,500.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes a Compromise Settlement Agreement and Release ("Release") with Gary and Kathy Vanderbeek related to alleged property damage associated with the Sjolander/Crosby Cedar Bayou 2 & 3 Utility Project. A copy of the Release setting forth the terms of the settlement is attached hereto, marked Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Gary and Kathy Vanderbeek in an amount not to exceed SIXTY-EIGHT THOUSAND, FIVE-HUNDRED DOLLARS ($68,500.00) in accordance with the agreement authorized in Section 1 hereinabove.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 7. d.

**Meeting Date:** 08/27/2026
**Subject:** Consider a resolution authorizing the City of Baytown to pursue the Bird City Texas designation from Texas Parks and Wildlife Department
**Prepared for:** Tracey Prothro, Parks and Recreation
**Prepared by:** Tracey Prothro, Parks and Recreation
**Department:** Parks and Recreation

## Information

### ITEM

Consider a resolution authorizing the City of Baytown to pursue the Bird City Texas designation from Texas Parks and Wildlife Department.

### PREFACE

Baytown Parks, Rec and Tourism is pursuing a Bird City Texas designation from Texas Parks and Wildlife Department. This designation not only raises awareness of healthy bird habitats, but provides the City with a badge to use on all tourism initiatives to increase nature visitation to the city. One of the requirements is a resolution from City Council supporting the city's designation as a Bird City Texas community.

3 . 7 . 1 - Community creates one officially-enacted resolution (proclamations not accepted) passed by their appropriate municipal council/board that recognizes and supports their community's designation as a Bird City in Texas. The resolution must be passed every three years or the municipal council/board must provide a letter of support recognizing the past resolution. BIRD FRIENDLY CAMPUS - Campuses seeking Bird Friendly Campus designation must provide a letter from Provos or similar administration office supporting the campus initiative.

## 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

Res - Bird City
COB Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RECOGNIZING AND SUPPORTING THE CITY OF BAYTOWN'S DESIGNATION AS A BIRD CITY TEXAS COMMUNITY; AFFIRMING THE CITY'S COMMITMENT TO BIRD CONSERVATION, HABITAT PROTECTION, EDUCATION, AND COMMUNITY ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**********

WHEREAS, the City of Baytown is uniquely situated along the Texas Gulf Coast and within the Central Flyway, one of North America's most significant migratory bird corridors, providing critical habitat for hundreds of resident and migratory bird species; and

WHEREAS, healthy bird populations contribute to ecological balance through pollination, seed dispersal, insect control, and overall environmental health while enhancing the quality of life for residents and visitors alike; and

WHEREAS, Baytown's parks, nature preserves, wetlands, waterways, open spaces, and natural resources provide valuable habitat for birds and other wildlife and serve as important locations for outdoor recreation, environmental education, and scientific observation; and

WHEREAS, the Bird City Texas program recognizes municipalities that demonstrate leadership in bird conservation through habitat management, community education, sustainable practices, and collaborative partnerships; and

WHEREAS, achieving and maintaining Bird City Texas designation reflects Baytown's commitment to environmental stewardship, conservation, and the preservation of natural resources for future generations; and

WHEREAS, the City of Baytown recognizes that bird conservation efforts complement existing community goals related to parks and recreation, environmental sustainability, tourism, public health, resiliency, and economic development; and

WHEREAS, participation in Bird City Texas encourages partnerships among local governments, schools, conservation organizations, businesses, volunteers, and residents to promote awareness and appreciation of birds and their habitats through educational programming, citizen science, habitat restoration, and responsible land management practices; and

WHEREAS, the City Council wishes to formally recognize Baytown's designation as a Bird City Texas community and encourage continued efforts to protect and enhance bird habitats throughout the city. NOW, THEREFORE,

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

Section 1: The City Council proudly recognizes and celebrates the City of Baytown's pursuit of designation as a Bird City Texas community and commends all city staff, volunteers, conservation organizations, educational institutions, and community partners whose efforts contributed to achieving this distinction.

Section 2: The City Council affirms its commitment to supporting policies, programs, and initiatives that promote:

- Protection and enhancement of native bird habitats;

- Responsible stewardship of parks, natural areas, wetlands, and open spaces;
- Native landscaping and sustainable land management practices where appropriate;
- Public education and community engagement regarding birds, wildlife, and conservation;
- Partnerships that advance conservation, environmental education, and citizen science; and
- Continued pursuit of Bird City Texas standards and recognition.

Section 3: The City Council encourages residents, businesses, schools, community organizations, and visitors to participate in conservation efforts by creating bird-friendly landscapes, reducing threats to birds, supporting habitat restoration projects, and engaging in educational and volunteer opportunities throughout the community.

Section 4: The City Manager and City staff are encouraged to continue collaborating with local, regional, and state conservation partners to support Bird City Texas initiatives consistent with available resources and adopted City priorities.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-08-27\Res - Bird City.mhs.docx

**CITY OF BAYTOWN, TEXAS**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RECOGNIZING AND SUPPORTING THE CITY OF BAYTOWN'S DESIGNATION AS A BIRD CITY TEXAS COMMUNITY; AFFIRMING THE CITY'S COMMITMENT TO BIRD CONSERVATION, HABITAT PROTECTION, EDUCATION, AND COMMUNITY ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Baytown is uniquely situated along the Texas Gulf Coast and within the Central Flyway, one of North America's most significant migratory bird corridors, providing critical habitat for hundreds of resident and migratory bird species; and

**WHEREAS**, healthy bird populations contribute to ecological balance through pollination, seed dispersal, insect control, and overall environmental health while enhancing the quality of life for residents and visitors alike; and

**WHEREAS**, Baytown's parks, nature preserves, wetlands, waterways, open spaces, and natural resources provide valuable habitat for birds and other wildlife and serve as important locations for outdoor recreation, environmental education, and scientific observation; and

**WHEREAS**, the Bird City Texas program recognizes municipalities that demonstrate leadership in bird conservation through habitat management, community education, sustainable practices, and collaborative partnerships; and

**WHEREAS**, achieving and maintaining Bird City Texas designation reflects Baytown's commitment to environmental stewardship, conservation, and the preservation of natural resources for future generations; and

**WHEREAS**, the City of Baytown recognizes that bird conservation efforts complement existing community goals related to parks and recreation, environmental sustainability, tourism, public health, resiliency, and economic development; and

**WHEREAS**, participation in Bird City Texas encourages partnerships among local governments, schools, conservation organizations, businesses, volunteers, and residents to promote awareness and appreciation of birds and their habitats through educational programming, citizen science, habitat restoration, and responsible land management practices; and

**WHEREAS**, the City Council wishes to formally recognize Baytown's designation as a Bird City Texas community and encourage continued efforts to protect and enhance bird habitats throughout the city.

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

**Section 1.** The City Council proudly recognizes and celebrates the City of Baytown's pursuit of designation as a **Bird City Texas** community and commends all city staff, volunteers, conservation organizations, educational institutions, and community partners whose efforts contributed to achieving this distinction.

**Section 2.** The City Council affirms its commitment to supporting policies, programs, and initiatives that promote:

- Protection and enhancement of native bird habitats;
- Responsible stewardship of parks, natural areas, wetlands, and open spaces;
- Native landscaping and sustainable land management practices where appropriate;
- Public education and community engagement regarding birds, wildlife, and conservation;
- Partnerships that advance conservation, environmental education, and citizen science; and
- Continued pursuit of Bird City Texas standards and recognition.

**Section 3.** The City Council encourages residents, businesses, schools, community organizations, and visitors to participate in conservation efforts by creating bird-friendly landscapes, reducing threats to birds, supporting habitat restoration projects, and engaging in educational and volunteer opportunities throughout the community.

**Section 4.** The City Manager and City staff are encouraged to continue collaborating with local, regional, and state conservation partners to support Bird City Texas initiatives consistent with available resources and adopted City priorities.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Baytown, Texas, on this _____ day of _____, 2026.

CITY OF BAYTOWN, TEXAS

---

Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

CITY COUNCIL MEETING 7. e.

**Meeting Date:** 08/27/2026

**Subject:** Consider an ordinance authorizing payment for the annual radio airtime lease with Harris County Radio Services.

**Prepared for:** Kevin Boatswain, Information Technology Services

**Prepared by:** Mark Worthan, Information Technology Services

**Department:** Information Technology Services

## Information

### ITEM

Consider an ordinance authorizing payment for the annual radio airtime lease with Harris County Radio Services.

### PREFACE

The proposed ordinance authorizes an annual payment for radio airtime and leased connectivity to Harris County Radio Services in an amount not to exceed $400,000.

The City has an interlocal agreement with Harris County to provide radio services through its 800 MHz radio system for Police, Fire, Emergency Management, Public Works, Health, and Parks Recreation and Tourism. Harris County Radio manages the system's functionality and coordinates with the City regarding usage requirements, radio configuration, operations, and airtime.

This item provides departments with critical access to the radio network, helping maintain reliable and secure communications while enhancing public safety.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2027-2028 |
| **Acct Code:** | 10001071-54001 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $400,000 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance Authorizing Harris County Radio AirTime Annual Fees.vh
Quote
Harris County Interlocal Agreement - Public Radio System

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00) TO HARRIS COUNTY FOR RADIO AIRTIME AND EQUIPMENT MAINTENANCE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the payment in an amount not to exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00) to Harris County for radio airtime and equipment maintenance.

Section 2: That the City Manager is hereby granted general authority to approve any change involving a decrease or an increase in amount authorized in Section 1 hereinabove of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less; however, 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 Harris County 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# Harris County Radio Services

***Customer: CITY OF BAYTOWN***

**Prepared for:**
**Gilbert Garcia**

**DATE** 1-May-26

***Prepared by:***
Doug Crochrane
Sr. Manager, Technology
Doug.Cochrane@harriscountytx.gov

| City of Baytown Radio Airtime Annual Charges | | | | |
|---|---|---|---|---|
| **Annual charges - Motorola Radio Airtime** | | | | |
| **Service** | **Description** | **Annual Cost** | **Units** | **Total** |
| **TXWARN Network Airtime** | **Charge applied for airtime on the TXWARN radio Network. Charge allows City or Agency to to use their talkgroups on the network.** | **$400,000.00** | **1** | **$400,000.00** |
| | | | **Total:** | **$400,000.00** |

| **Total Combined Annual Charges** | | | | |
|---|---|---|---|---|
| **TXWARN NETWORK AIRTIME** | | | **Total:** | $400,000.00 |
| **Grand Total** | | | **Total:** | **$400,000.00** |

***This quote does not cover replacement of antenna systems, tower climbs, tower engineering, tower lighting, painting or provide any guarantees of the suitability of the physical structures. Harris County will assist with on and off site consultation support for these items and assist the customer with coordination.***

**THANK YOU FOR YOUR BUSINESS!**

# INTERLOCAL AGREEMENT
# FOR USE OF PUBLIC SAFETY RADIO SYSTEM

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between **Harris County, Texas** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and the **City of Baytown** (the "User"), acting by and through its governing body.

## RECITALS:

The County owns a public safety trunked radio system that are licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units;

The User desires to obtain access to the County's communications systems in order to communicate among various public safety units;

The County finds that allowing User access to the County's communication system will predominantly serve a public purpose;

The County will ensure the public receives a proper return benefit for allowing User access to the County's communication system; and

The County will retain sufficient control over all equipment to ensure the public purpose is maintained.

**NOW, THEREFORE,** the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## TERMS:

### I.

For purposes of this Agreement, the following definitions apply:

A. Primary Dispatch System:
A communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;

B. Priority Access:
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;

C. SmartZone Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Information Technology Center;

D. Project 25 Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Information Technology Center;

E. Radio System:
The combination of the SmartZone Regional Radio System and the Project 25 Regional Radio System;

F. Radio Unit:
Mobile, stationary, or portable voice radio communications units communicating among themselves at certain air wave frequencies; and

G. System Code Identification Number:
An identification number that allows Radio Units to gain access to the Radio System to enable the Radio Units to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Units;

H. Radio Authentication:
Radio authentication utilizes the Project 25 TIA102.AACE Link Layer Authentication standard. It is over-the-air compatible with other P25 manufacturer's equipment that incorporates the Link Layer standard. One of the key issues a system manager must address is minimizing the use of unauthorized radios, whether they have been lost or stolen, or have been cloned illegitimately. The Radio Authentication solution provides an extra level of verification, every time a radio registers to the system; and

I. Project 25 (P25) Phase 2
(P25) Phase 2 refers to P25 requirements and standards for a digital Common Air Interface (CAI), Time Division Multiple Access (TDMA) based, which provides one voice channel per 6.25 kHz channel spectrum efficiency. The current standards effort focuses on 2-slot TDMA which provides two voice traffic channels in a 12.5 kHz allocation.

## II.

The County agrees that during the term of this Agreement, it will:

A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System;

B. Provide the User with a Systems Code Identification Number for a maximum of one thousand (1,000) Radio Units combined;

C. Upon being notified that one or more of the User's Radio Units have been lost or stolen, attempt to disable the lost or stolen Radio Units; and

D. Provide the same level of Priority Access to the Radio System for the User as that afforded the County.

## III.

During the term of this Agreement, the User agrees to:

A. Affirm that the County assumes no cost or responsibility for providing the Radio Units that will have access to the County's Radio System;

B. Give the County at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of Radio Units that have access to the County's Radio System. However, notwithstanding the previous sentence, in no event may the User increase the number of Radio Units above the maximum number of units set forth in Paragraph II (B);

C. Notify the County that one or more of its Radio Units have been lost or stolen within twenty–four (24) hours of determining that the Radio Units have been lost or stolen;

D. Use the System Code Identification Number described in this Agreement to access the County's radio system as a Primary Dispatch System; and

E. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC. In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates.

## IV.

The User expressly understands and agrees to pay the County for access to the Radio System at a rate specified in the Fee Schedule attached hereto and incorporated herein. The User expressly agrees to pay said monthly charges in full after the end of each month during the term of this Agreement, based upon the number of the Radio Units then in service. Should the User change the number of Radio Units in service during a monthly billing period, the monthly charge will be increased or decreased proportionally. Notwithstanding any provision to the contrary, the parties agree that the County may provide such monthly invoices to the User by email sent to a mutually agreed upon email address.

## V.

The User expressly understands and agrees to pay the County for the programming of the User's radios for use on the Radio System at a rate specified in the Fee Schedule, attached hereto and incorporated herein, upon initial access to the Radio System. Should the User's Radio Units require maintenance that destroys the original programming referred to above, after such maintenance each radio will be reprogrammed to the standard configuration at the rate specified in the attached Fee Schedule. In any instance in which the County performs Radio Unit programming services, the User agrees to pay the County the entire amount owed for the programming of Radio Units within thirty (30) days of the invoice date of such services.

## VI.

If the User desires to gain access to the County's Radio System for use of any Radio Units, all radios, regardless of Manufacturer, must contain active P25 Phase 2 TDMA and Radio Authentication options. Any radio without these featured options will not be activated.

## VII.

To the extent resources are available and solely at its discretion, County may provide radio equipment installation and radio services upon request of the User. If these services are provided, the User agrees to pay the County on a Time and Material basis at the rate specified in the Fee Schedule attached hereto and incorporated herein. The County agrees to invoice the User after the services are rendered, and the User agrees to pay invoices within thirty (30) days of the invoice date. Solely at the discretion of the County, the User may purchase certain additional parts and accessories from the County at a price set by the County. The County agrees to invoice the User after the parts and/or accessories are supplied to the User. The User agrees to pay the invoice within thirty (30) days of the invoice's date.

**It is expressly understood that the County neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the County provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio**

**equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the County.**

## VIII.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

## IX.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

A. Immediately if all or substantially all of the authorization held by the County or the User is revoked by the FCC or its successor agency; or

B. Upon either party giving the other party thirty (60) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the County by the User is a condition precedent to termination. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

## X.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

## XI.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the County agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

## XII.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

## XIII.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

**FOR THE COUNTY: <u>All notices and communications must be mailed as follows</u>:**

**Original to**: 1. Harris County Information Technology Center
406 Caroline, 4th Floor
Houston, TX 77002-2027

**and**

**Copy to**: 2. Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston TX 77002-1891
Attention: Clerk of Commissioners Court

**FOR THE USER**: City of Baytown
2401 Market Street
Baytown, Texas 77522

**E-Invoicing Address:** itsbilling@baytown.org

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail. Notwithstanding any provision to the contrary, the parties agree that the County may provide monthly invoices to the User by email sent to a mutually agreed upon email address.

## XIV.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

## XV.

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. 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 hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

## XVI.

The User will pay its obligations hereunder from available current revenues.

## XVII.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By: _____
JOHN K. MCKINNEY JR.
Assistant County Attorney

**HARRIS COUNTY, TEXAS**

By: _____
ED EMMETT
County Judge

Date Signed: SEP 10 2013

ATTEST:

**CITY OF BAYTOWN**

By: _____
BOB LEIPER
City Manager

Date Signed: 8-27-13

By: _____
LETICIA BRYSCH
City Clerk

Date Signed: 8/27/2013

# Tx-WARN System Maintenance Fee Schedule "Exhibit A"
# Annual Billing 7/1/13 to 6/30/14
# Baytown

## System Access Fees, Monthly Fees Per Unit - ILA Section IV

| | |
|---|---|
| Radio Unit (Voice), per radio Unit | **$12.75** |
| Radio Unit (Voice), Interoperability Only (no assigned talkgroup) | **$0.00** |

## Programming Fees, Per Unit - ILA Section V

| Radio Unit (Voice) Hours Times Hourly Rate | |
|---|---|
| Portable | **.25 hours** |
| Mobile | **.25 hours** |
| Interoperability Only (portable or mobile) | **.25 hours** |
| Template creation/maintenance (labor to build or modify) | **Per Hour** |
| System Activation | **.25 hours** |
| System Deactivation | **.25 hours** |

## Maintenance Fees - Yearly Fees, ILA Section VII

| | Qty | Price | Annual |
|---|---|---|---|
| Archiving Interface Server | 1 | $ 862.50 | $ 862.50 |
| MCC Console Maintenance-Support-Repair per Op Position | 6 | $ 1,416.00 | $ 8,496.00 |
| Software Maint. Agreement NICE Logging Client | 1 | $ 575.00 | $ 575.00 |
| Port Fee for bringing T1s into our network | 1 | $ 360.00 | $ 360.00 |
| Software Maint. Agreement for NICE | 1 | $ 10,500.00 | $10,500.00 |
| Software Subscription for 7X sites | 1 | $ 787.50 | $ 787.50 |
| NICE Maintenance S Package | 1 | $ 14,223.51 | $14,223.51 |
| Infrastructure Repair, Operator | 5 | $ 850.50 | $ 4,252.50 |
| Software Subscription 7X Dispatch Site | 1 | $ 853.65 | $ 853.65 |
| Software Subscription 7X Console Op Position | 5 | $ 524.92 | $ 2,624.60 |
| Motorola Pretested Software Subscription | 1 | $ 3,569.96 | $ 3,569.96 |
| Motorola Technical Support for 7X Dispatch | 1 | $ 825.30 | $ 825.30 |

| | |
|---|---|
| **Hourly Labor Rate** | **$72.00** |
| Travel/Service Call per call out (actual travel time based per hour rate) | **$72.00** |

Other Maintenance Fees may apply if you own site infrastructure.

A 5% administrative fee has been included in Maintenance Fees for pass-through costs that are handled by Harris County (except equipment purchases).

A 15% administrative fee has been added for parts, materials and equipment purchased through Harris County.

ORDER OF COMMISSIONERS COURT
Authorizing Interlocal Agreement with City of Baytown

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on SEP 10 2013, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
WITH CITY OF BAYTOWN FOR USE OF PUBLIC SAFETY RADIO SYSTEM

Commissioner Lee introduced an order and moved that Commissioners Court adopt the order. Commissioner Cagle seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | Yes | No | Abstain |
|---|---|---|---|
| Judge Ed Emmett | ☑ | ☐ | ☐ |
| Comm. El Franco Lee | ☑ | ☐ | ☐ |
| Comm. Jack Morman | ☑ | ☐ | ☐ |
| Comm. Steve Radack | ☑ | ☐ | ☐ |
| Comm. R. Jack Cagle | ☑ | ☐ | ☐ |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between Harris County and City of Baytown for the use of Harris County's communications systems. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioner's Court
SEP 10 2013
APPROVE
Recorded Vol____ Page____

CITY COUNCIL MEETING 7. f.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance authorizing a service agreement with Frontier Southwest Incorporated
**Prepared for:** Kevin Boatswain, Information Technology Services
**Prepared by:** Mark Worthan, Information Technology Services
**Department:** Information Technology Services

## Information

### ITEM

Consider an ordinance authorizing a three-year service agreement with Frontier Communications, a Verizon company, to provide internet connectivity for City Facilities through the TIPS cooperative contract TIPS-220105.

### PREFACE

The proposed ordinance authorizes a three-year service agreement with Frontier Communications, a Verizon company, for an amount not to exceed $60,000 per year, to provide leased internet connectivity supporting City facilities through the TIPS cooperative contract TIPS-220105. This agreement provides the critical infrastructure needed to maintain reliable, high-speed connectivity across City operations and business services.

## Fiscal Impact

**Fiscal Year:** 2025-2026
**Acct Code:** 10001071-54001
**Source of Funds (Operating/Capital/Bonds):** Operating
**Funds Budgeted Y/N:** Y
**Amount Needed:** $60,000
**Fiscal Impact (Additional Information):**

**Fiscal Year:** 2026-2027
**Acct Code:** 10001071-54001
**Source of Funds (Operating/Capital/Bonds):** Operating
**Funds Budgeted Y/N:** Y
**Amount Needed:** $60,000
**Fiscal Impact (Additional Information):**

**Fiscal Year:** 2027-2028
**Acct Code:** 10001071-54001
**Source of Funds (Operating/Capital/Bonds):** Operating
**Funds Budgeted Y/N:** Y
**Amount Needed:** $60,000
**Fiscal Impact (Additional Information):**

## Attachments

Ordinance Authorizing Payment to Frontier Communications for Year One of a Three Service Agreement
Quote
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00) PER YEAR FOR YEAR ONE OF A THREE-YEAR SERVICE AGREEMENT WITH FRONTIER COMMUNICATIONS OF AMERICA, INC. TO PROVIDE INTERNET CONNECTIVITY SUPPORTING CITY FACILITIES THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT NO. 220105; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the City Council of the City of Baytown has approved an Interlocal Agreement or membership for cooperative purchasing with the Interlocal Purchasing System (TIPS); and

WHEREAS, pursuant to such agreement, the City may make purchases based upon the bids received and the negotiated contract entered into by Interlocal Purchasing System (TIPS); and

WHEREAS, the Interlocal Purchasing System (TIPS) has taken bids and entered into a contract for internet connectivity products and services; NOW, THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment to Frontier Communications of America, Inc. in an amount not to exceed SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00) per year for year one of a three-year service agreement with Frontier Communications, a Verizon Company, to provide internet connectivity supporting City facilities.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated Section 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 27th day of August 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

**This is Schedule Number S-5550221262** to the Frontier Services Agreement dated **04/25/23 ("FSA")** by and between **CITY OF BAYTOWN** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below. TIPS #220105

| | | | |
|---|---|---|---|
| **Primary Service Location:** | **2401 Market St Baytown, Texas** | **Schedule Date:** | **05/07/2026** |
| **Schedule Type/Purpose:** | **Order for New Services** | **Service Term:** | **36 Month(s)** |

| Service Address | Service Description | Partnered | Quantity | Charges | |
|---|---|---|---|---|---|
| | | | | Total NRC | Total MRC |
| **3200 North Main Street,Baytown,Texas,77521** | **ELAN (Ethernet LAN)/10 Gbps/Platinum** | **No** | **1** | **$0.00** | **$1,400.00** |
| **7800 N Main St,Baytown,Texas,77521-8762** | **ELAN (Ethernet LAN)/10 Gbps/Platinum** | **No** | **1** | **$0.00** | **$1,400.00** |
| | | | Subtotal: | $0.00 | $2800.00 |

**Interstate / Intrastate Pricing Certification:** "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: (subject to federal jurisdiction/fees)

**1. Service Description:**

**a. Ethernet Local Area Network (E-LAN)** is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. E-LAN is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time), where available. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN)). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier Services to a designated Customer Location (e.g. Frontier Connect – Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension(s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

**b. Partnered and/or Type II** is a delivery method where a Frontier third party Service provider is used to deliver the local access to Customer ("Partner Provider").

**c. Dedicated Internet Access ("DIA")** DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension(s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

**d. Overhead** Ethernet technology, which is what E-LAN circuits utilize, requires frames to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data frames get sent to the right place and end up in the right order and each use a small amount of bytes, commonly known as "overhead." Overhead is the gap between the subscribed bandwidth speed and usable bandwidth speed. Additionally, actual data transmission or throughput may be lower than the connection speed due to server or switching speeds, protocol overheads, and other factors which cannot be controlled by Frontier.

**2. Pre-installation cancellation fees, FOC Notice, Partnered Access Costs and Special Construction.**

**a. Pre-installation cancellation fees.** Cancellation relating to newly identified costs and expenses: If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment due to Customer's determination that Customer is not able or willing to incur the costs and expenses of Frontier identified Customer required pre-installation requirements (other than previously identified NRC or CIAC set forth in this Schedule), then notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge.

**b. Cancellation after FOC Notice**. Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, then, notwithstanding any provision of the FSA, Customer shall pay a processing fee of Seven Hundred Fifty Dollars ($750.00) and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

**c. Partnered Access costs**. Notwithstanding any provision to the contrary in the FSA or this Service Schedule, if Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment for any reason, then Customer shall reimburse Frontier for any costs and/or expenditures related to Partnered Access for which Frontier is obligated in connection with establishing the Service via Partnered Access including but not limited to any Partnered Access fees, charges, costs or early termination fees charged to Frontier.

**d. Special Construction.**

**i. General.** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all Service Locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any Service Location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction").

**ii. Frontier assistance with Special Construction**. Frontier may determine, on a project-by-project basis, whether and the extent to which, if any, Frontier may provide additional assistance with respect to Special Construction. If Frontier determines in its sole discretion that Frontier will provide financial assistance, Frontier will notify Customer of such assistance and related conditions or requirements with respect to the Special Construction project.

**iii. Customer Special Construction costs**. Upon notification that Special Construction costs are required; Customer will have ten (10) business days to notify Frontier of Customer's acceptance of such costs. If the Customer does not agree to the Special Construction costs within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule and notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge. If the Customer agrees to the Special Construction costs, Frontier and Customer will execute a replacement Schedule.

**3. Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (**"PINs"**) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

**4. Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy (**"AUP"**), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

**5. After Hours/Holiday Labor Hours**. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of $175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day). Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

**6. Equipment or Software Not Provided by Frontier.** Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

**7. Producer Price Index Adjustment.** Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

**8. Service Level Agreement.** The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

| **Frontier Communications of America, Inc.** | | **CITY OF BAYTOWN** | |
|---|---|---|---|
| Signature: | _____ | Signature: | _____ |
| Printed Name: | _____ | Printed Name: | _____ |
| Title: | | Title: | |

Date: _____ Date: _____

_____ _____

**EXHIBIT 1**
**ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT**

**This Ethernet Local Area Network Service Level Agreement ("SLA")** applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **CITY OF BAYTOWN** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

**1. Operational Objectives**

**A.** **Availability**: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port
(A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

| Table 1A: Ethernet Local Area Network | | |
|---|---|---|
| **Circuit Availability (CA)** | | **MRC Service Credit** |
| Availability | 99.99% | Below 99.99%<br>Service Credit 30% MRC |

**B.** **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the E-LAN Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

| Table 1B: Ethernet Local Area Network | | |
|---|---|---|
| **Mean Time To Repair** | | **MRC Service Credit** |
| **MTTR** | **4 Hours** | 25% MRC above 4 hrs. |
| | | 50% MRC above 6 hrs. |

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e., for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

**2. Performance Objectives**

**Method of Measurement.** For the purposes of measuring E-LAN performance on the Customer's E-LAN network, the following are considered the A and Z locations.

- "A Location" - Service Location listed in Table 1 of this document.
- "Z Location" – During the data gathering process, Customer will designate at least 1 but no more than 2 locations as Z Locations for performance measurement.
- The SLA is achieved when the Performance Objectives (described below) are met between the A Location and Z Location(s).

A. **Packet Delivery**: The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Dedicated Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.

- **Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.

- **Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

| **Table 1C: E-LAN Frame Loss Ratio (FLR)** | | | | |
|---|---|---|---|---|
| **Packet Loss QoS Level** | **Frame Loss Ratio (FLR) CITY** | **Frame Loss Ratio (FLR) STATE** | **Frame Loss Ratio (FLR) Inter-STATE** | **MRC Service Credit** |
| **Silver** [Standard Data Service] | **0.10%** | **0.10%** | **0.10%** | **10%** |
| **Gold** [Priority Data Service] | **0.01%** | **0.01%** | **0.025%** | **15%** |
| **Platinum** [Real Time Data Service] | **0.01%** | **0.01%** | **0.025%** | **20%** |

B. **Latency**: Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across E-LAN Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one-month period. Credits are based on round-trip latency of 95$^{th}$ percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LAN Latency SLA outlined in **Table 1D**:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.

- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LAN Services. . Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below.

| **Table 1D: E-LAN Frame Transfer Delay (FTD):** | | | | |
|---|---|---|---|---|
| **Latency QoS Level** | **Round Trip Delay CITY** | **Round Trip Delay STATE** | **Round Trip Delay Inter-STATE** | **MRC Service Credit** |
| **Silver** [Standard Data Service] | ≤ 56 ms | ≤ 100 ms | ≤ 250 ms | 10% |
| **Gold** [Priority Data Service] | ≤ 26 ms | ≤ 60 ms | ≤ 160 ms | 15% |
| **Platinum** [Real Time Data Service] | ≤ 14 ms | ≤ 36 ms | ≤ 140 ms | 20% |

C. **Jitter**: Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one-way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LAN Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LAN Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.

- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LAN Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LAN Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

| **Table 1E: E-LAN Frame Delay Variance (FDV):** | | | | |
|---|---|---|---|---|
| **Jitter QoS Level** | **Average Jitter Per Site CITY** | **Average Jitter Per Site STATE** | **Average Jitter Per Site Inter-STATE** | **MRC Service Credit** |
| **Silver** [Standard Data Service] | n/s | n/s | n/s | n/a |
| **Gold** [Priority Data Service] | ≤ 8 ms | ≤ 40 ms | ≤ 40 ms | 15% |
| **Platinum** [Real Time Data Service] | ≤ 3 ms | ≤ 8 ms | ≤ 10 ms | 20% |

**3. Service Outage Reporting Procedure.**

A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.

B. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage,

Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's or Partner Provider's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

**3. Credit Request and Eligibility.**

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's or Partner Provider's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting form Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.

E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.

F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance authorizing a service agreement with Frontier Southwest Incorporated

**Company Name:** Frontier Southwest Incorporated

**Department:** Information Technology Service (ITS)

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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:

Frontier Southwest in indebted to the Utility Billing department in the amount of $124.39

☐ not to be indebted to the City.

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

Director of Finance — 08/10/2026 Date

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

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

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

CITY COUNCIL MEETING 7. g.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance amending Chapter 98 Utilities, to establish a Leak Adjustment Policy
**Prepared for:** Teresa McKenzie, Finance **Prepared by:** Marcus Curry, Finance
**Department:** Finance

## Information

### ITEM

Consider an ordinance amending Chapter 98, Utilities, of the Code of Ordinances to establish a leak adjustment policy.

### PREFACE

The proposed ordinance amends Chapter 98, Utilities, to formally establish a leak adjustment policy for residential utility customers only, excluding non-residential customers. While the City has historically provided leak adjustments as a customer service practice, the policy has not been codified within the Code of Ordinances. The ordinance establishes uniform eligibility criteria and application requirements for residential leak adjustments.

## Fiscal Impact

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

## Attachments

Ordinance - leak adjustments

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE III "WATER SERVICE," BY ADDING SECTION 98-61.8 "LEAK ADJUSTMENTS" TO THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS, TO ESTABLISH A RESIDENTIAL LEAK ADJUSTMENT PROGRAM; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the City of Baytown, Texas' water the system is sized and designed based upon household use assumptions; and

WHEREAS, unexpected breaks, ruptures, leaks, or other defects in consumer water lines caused by freezing weather, settlement, corrosion, wear, or accident place excess demands on the city's treatment and distribution system; and

WHEREAS, such leaks have a devastating effect upon the city's ability to deliver safe drinking water; and

WHEREAS, the impacts of such leaks may include waterborne illness resulting from low pressures; and

WHEREAS, by way of example, the citywide leaks cause by Winter Storm Uri resulted in hundreds of cities around the State of Texas having to issue boil water notices to prevent citizens from getting sick; and

WHEREAS, reducing the demand upon the City's system benefits all residents of the City by reducing the health and safety risks associated with unexpected breaks, ruptures, leaks, or other defects in consumer water lines, as well as, reducing future build-out and maintenance costs; NOW THEREFORE,

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

Section 1: That Chapter 98 "Utilities," Article III, "Water Service," of the Code of Ordinances of the City of Baytown, Texas, is hereby amended by adding Section 98-61.8, "Leak Adjustments," to read as follows:

## CHAPTER 98. UTILITIES

. . . .

## ARTICLE III. WATER SERVICE

. . . .

**Sec. 98-61.8. Leak adjustments.**

(a) A residential customer may request a leak adjustment for excessive water consumption resulting from a leak occurring on the customer's side of the water meter.

(b) Requests for a leak adjustment shall be submitted in writing to the utility billing division and shall include:

(1) a description of the leak;

(2) the corrective action taken to repair the leak; and

(3) documentation acceptable to the utility billing manager demonstrating that the leak has been repaired.

(c) Documentation demonstrating that the leak has been repaired may include, but is not limited to, receipts, invoices, photographs, contractor records, meter data, or other information available to the utility billing manager.

(d) Upon approval of a request, the utility billing division may adjust the water service charge and sewer service charge associated with the excessive consumption attributable to the leak. The adjustment shall be determined by the utility billing manager to be reasonable under the circumstances.

(e) Commercial, industrial, governmental, apartment, multifamily, manufactured home park, recreational vehicle park, and other nonresidential accounts shall not be eligible for a leak adjustment under this section.

(f) No utility account shall receive more than two leak adjustments during any twelve-month period.

(g) The utility billing manager shall review and approve or deny all requests for leak adjustments submitted pursuant to this section.

(h) Any person providing false or misleading information in connection with a request for a leak adjustment shall be ineligible for a leak adjustment under this section, and shall be responsible for repayment of any improperly granted credit.

Section 2: 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 3: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of the ordinance or the application of same to any person or the set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances and to this end all provisions of this ordinance are declared to be severable.

Section 4: This ordinance shall take effect from and after ten (10 days from its passage by the City Council of the City of Baytown. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of Baytown, this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 7. h.

**Meeting Date:** 08/27/2026
**Subject:** Consider the renewal of the second Annual Roll-Off Container Services Contract.
**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA
**Prepared by:** Nubia Rodriguez, Finance
**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance for the second renewal of the Annual Roll-Off Container Services Contract with Frontier Waste K2, LLC.

### PREFACE

This proposed ordinance allows for the renewal of the Annual Roll-Off Container Services Contract with Frontier Waste K2, LLC, for an amount not to exceed $436,055.00.

This contract provides services to haul and dispose of the contents of 30-and/or 40-yard roll-off containers for the Green Center's collection of household waste items. The price includes the delivery, pickup, rental, transportation, disposal and all other related costs. Containers will be used (i) by the public for the collection of junk, heavy trash, and building materials at the Green Center; (ii) for special events throughout the year; and (iii) by various departments on a routine basis.

## Fiscal Impact

**Fiscal Year:** 2027
**Acct Code:** Multiple
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:** Y
**Amount Needed:** $436,055.00
**Fiscal Impact (Additional Information):**

| | |
|---|---|
| 54003015-54012 | $384,050.00 |
| 10004011-54024 | $21,775.00 |
| 10005012-54025 | $18,960.00 |
| 10002024-54024 | $8,900.00 |

## Attachments

Ordinance - Frontier K2
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL ROLL-OFF CONTAINER SERVICES CONTRACT WITH FRONTIER WASTE K2, LLC, AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-SIX THOUSAND FIFTY-FIVE AND 00/100 DOLLARS ($436,055.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, Frontier Waste K2, LLC was awarded the Annual Roll-Off Container Services Contract on June 27, 2024, pursuant to competitive bidding procedures, which contract included an option by the parties to allow up to four (4) annual renewals, and

WHEREAS, this is the second renewal of the Annual Roll-Off Container Services Contract and the same can be renewed again for additional one-year terms; and

WHEREAS, such Agreement can now be renewed for an additional one-year term; and

WHEREAS, Frontier Waste K2, LLC has indicated its willingness to renew the Agreement for an additional year; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby renews the Annual Roll-Off Container Services Contract with Frontier Waste K2, LLC, in an amount not to exceed FOUR HUNDRED THIRTY-SIX THOUSAND FIFTY-FIVE AND 00/100 DOLLARS ($436,055.00) and authorizes payment thereof.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 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 the renewal of the second Annual Roll-Off Container Services Contract.

**Company Name:** Frontier Waste K2, LLC

**Department:** Public Works/Engineering/BAWA

**Date:** 08/13/2026 **Council Date:** 08/27/2026

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.

_____ 08/13/2026

Director of Finance Date

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

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

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

CITY COUNCIL MEETING 7. i.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance awarding Simplot the Turf and Pest Chemicals contract under Buyboard #805-26
**Prepared for:** Clifford Hatch, Parks and Recreation
**Prepared by:** Nubia Rodriguez, Finance
**Department:** Parks and Recreation

## Information

### ITEM

Consider an ordinance awarding the Turf and Pest Chemicals Contract to Simplot AB Retail Inc. through BuyBoard Contract #805-26.

### PREFACE

This proposed ordinance awards the contract for field and turf irrigation products, landscaping products and special conditioners/soils for BuyBoard Contract 805-26 from Simplot AB Retail Inc for as-needed Parks and Recreation Department Chemical Supplies through the Texas Local Government Purchasing Cooperative (BuyBoard). Products budgeted for purchase in the amount not to exceed Fifty Thousand and no/100 ($50,000).

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 10005012-52030 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $50,000 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance Approving BuyBoard Purchase for Turf and Pest Chemicals from Simplot
Co-op Agreement/Award
Overview of Contract
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) TO SIMPLOT AB RETAIL, INC. D/B/A SIMPLOT TURF & HORTICULTURE, FOR AS NEEDED PARKS AND RECREATION DEPARTMENT CHEMICAL SUPPLIES, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); 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 Buy Board 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 payment in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) to Simplot AB Retail, Inc. d/b/a Simplot Turf & Horticulture, for as needed Parks and Recreation Department chemical supplies, through the Texas Local Government Purchasing Cooperative (BuyBoard).

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

Section 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 27th day of August, 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

Jay Blodgett
SIMPLOT AB RETAIL INC dba Simplot Turf & Horticulture
1755 Transcentral Court, Ste 100
Houston, TX 77032

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 805-26, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

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 June 1, 2026 through May 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. 805-26 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,

Stacy Finn

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



Endorsed by:

Electronic Delivery

Jay Blodgett
SIMPLOT AB RETAIL INC dba Simplot Turf & Horticulture
1755 Transcentral Court, Ste 100
Houston, TX 77032

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 805-26, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2026 through May 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 805-26 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 National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

# PROPOSER'S ACCEPTANCE AND AGREEMENT

| | |
|---|---|
| **Proposal Invitation Name**<br>Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils | **Proposal Due Date/Opening Date and Time**<br>February 5, 2026, at 4:00 PM |
| **Proposal Invitation Number**<br>805-26 | **Location of Proposal Opening**<br>Texas Association of School Boards, Inc.<br>BuyBoard Department<br>12007 Research Blvd.<br>Austin, TX 78759 |
| **Contract Term**<br>June 1, 2026, through May 31, 2027, with two possible one-year renewals. | **Anticipated Cooperative Board Meeting Date**<br>April 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.***

Simplot Turf & Horticulture
Name of Proposing Company

2/4/2026
Date

1755 Transcentral Ct, Ste 100
Street Address

Signature of Authorized Company Official

Houston, TX 77032
City, State, Zip

Jay Blodgett
Printed Name of Authorized Company Official

291-726-3485
Telephone Number of Authorized Company Official

Sales
Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

84-2290424
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:** 

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:** _____

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# 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):

Simplot AB Retail INC — Company Name
P.O. Box 9296 — Address
Boise — City
ID — State
83707 — 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:** RV

# 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:** _____

## 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:** _____

# CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

**Initial:** _____

# DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

*Please check (√) one of the following:*

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

**Initial:** _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • blds@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:** 

# 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:** _____

**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:** _____

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:** 

**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:** _____

**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** 

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**13. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

# 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

Simplot Turf & Horticulture
Company Name

Signature of Authorized Company Official

Jay Blodgett, Sales
Printed Name and Title

2/4/2026
Date

BuyBoard®
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

# 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:**

Simplot AB Retail 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): ID

**Federal Employer Identification Number:** 84-2290424
*(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.)* Simplot Turf & Horticulture

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.)

SIMPLOT AB RETAIL INC

**2** Business name/disregarded entity name, if different from above.

*** SEE ATTACHED LIST ***

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**5** Address (number, street, and apt. or suite no.). See instructions.

CORPORATE MAILING ADDRESS: PO BOX 9296

**6** City, state, and ZIP code

BOISE, ID 83707

Requester's name and address (optional)

**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**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8 | 4 | – | 2 | 2 | 9 | 0 | 4 | 2 | 4 |

## 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** Signed by: Bry Mill SR TAX DIRECTOR 208-336-2110 CC39D2EC9AE34E2... **Date** 07 November 2025 | 2:16:22 PM MST

## 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



**CORPORATE OFFICE**
**MAILING ADDRESS:**
**PO BOX 9296**
**BOISE, ID 83707**

**PHYSICAL ADDRESS:**
**1099 WEST FRONT ST**
**BOISE, ID 83702**

**TELEPHONE: 208-336-2110**

**(PAYMENTS CAN ALSO BE REMITTED DIRECTLY TO THE MAILING ADDRESS ON THE INVOICE.)**

## TAX STATUS

**C Corporation:**

| SIMPLOT AB RETAIL INC | 2019 | 84-2290424 |
|---|---|---|
| Name of C Corporation | Incorporation Date | Employer ID Number |

**BUSINESS / DISREGARDED NAMES:**

SIMPLOT
SIMPLOT GROWER SOLUTIONS
SIMPLOT PARTERS
SIMPLOT TURF & HORTICULTURE
SIMPLOT DIVERSIFIED PRODUCTS

ALTITUDE CROP INNOVATIONS LLC (single member LLC EIN = 47-2412908)
AXION AG PRODUCTS LLC (single member LLC EIN = 32-0379732)
INNVICTIS CROP CARE LLC (single member LLC EIN = 35-2447534)
- INNVICTIS BIOSCIENCE PLANT HEALTH TECHNOLOGIES
- INNVICTIS ENVIROSCIENCE
- INNVICTIS ORGANIC ADVANCEMENTS
- SULLUTION AGRO LLC

LIBERTY CROP PROTECTION LLC (single member LLC EIN = 45-5457736)
INNVICTIS SEED SOLUTIONS LLC (single member LLC EIN = 81-3755615)

## 1099 REPORTING EXEMPTION AND EXCEPTIONS

Backup Withholding Exempt Payee Code: 5 - Corporation
FATCA Exempt Reporting Code (if any):

## CERTIFICATION OF BUSINESS STATUS

This firm is: Large Business (LB)

For business classification definitions, please refer to Code of Federal Regulation 13 CFR 124, contact your local Small Business Administration office, or visit their website at www.sba.gov.

## SIGNATURE:

Under penalties of perjury, I certify that (1) the number shown on this form is the correct taxpayer identification number, (2) the payee is not subject to backup withholding due to failure to report interest and dividend income or because the payee is exempt from backup withholding, (3) the payee is a U.S. person, and (4) the FACTA code(s) entered on this form (if any) indicate that the payee is exempt from FATCA reporting is correct.

Name of Person completing this form: Bryan Miller
Title: Senior Tax Director
Phone: (208) 336-2110

**Signed by:**
Bryan Miller
CC39D2EC9AE34E2...

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

# 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: $ 550,000. (The period of the 12-month period is 1/1/25 / 12/31/25). 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) | | | |
| 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 **Proposed Discount (%):** 0

*Explanation:* _____

# GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

| | Entity Name | Contact | Phone# | Email Address | Discount | Quantity/ Volume |
|---|---|---|---|---|---|---|
| 1. | See attached | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

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:

There are times when Simplot is able to offer discounted prices due to manufacture incentives, seasonal adjustments, early order programs, etc.

# 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.)




Simplot Turf and Horticulture offers a complete line of specialty pest management, plant nutrients, and maintenance products. Simplot also features its own proprietary line of premium quality turf colorants, spray adjuvants, soil surfactants, and many other turf and ornamental plant management products. We provide professional products and agronomic solutions to golf course superintendents, landscapers, nursery operators, managers of municipal properties, athletic field managers and agronomists of every kind through our extensive experience and product knowledge.

## REFERENCES
## LIST OF PREVIOUS CUSTOMERS

1. Name: City of League City — Phone No. 281-316-3400
   Address: 1150 Big League Dreams Pkwy, League City, 77573
   Contract Name/Title: Angelo Chiarello
   Email: angelo.chiarello@leaguecitytexas.com

2. Name: City of Baytown — Phone No.: 281-420-6655
   Address: 1106 Park St, Baytown, TX 77520
   Contract Name/Title: Tracie Keene
   Email: tracie.keene@baytown.org

3. Name: The Woodlands Township — Phone No. 281-210-2017
   Address: 8203 Millenium Forest Drive, The Woodlands, TX 77381
   Contract Name/Title: Evan Ford
   Email: eford@thewoodlandstownship.com

4. Name: Galena Park ISD — Phone No. 713-738-7972
   Address: 14705 Woodforest Blvd. Houston TX 77015
   Contact Name/Title: Jose Esquivel
   Email: jesquivel@galenaparkisd.com

5. Name: City of Pearland — Phone No.: 281-412-8900
   Address: 3509 E Orange St, Pearland TX, 77581
   Contract Name/Title: Austin Flores
   Email: auflores@pearlandtx.gov

# 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.

Simplot Turf & Horticulture
Name of Vendor

806-26
Proposal Invitation Number

Signature of Authorized Company Official

Jay Blodgett
Printed Name of Authorized Company Official

2/4/2026
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) |
|---|---|---|
| Simplot Turf & Horticulture | Jay Blodgett | 1755 Transcentral Ct, Ste 100<br>Houston TX 77032<br>jay.blodgett@simplot.com<br>281-726-3485 |
| Simplot Turf & Horticulture | Mike Halvorson | 5201 W Reno Ave Ste e<br>Oklahoma City, OK 73127<br>405-417-1157<br>mike.halvorson@simplot.com |
| Simplot Turf & Horticulture | Beau Reyenga | 1625 Wallace Dr Ste 140<br>Carrolton, TX 75006<br>beau.reyenga@simplot.com<br>214-783-8742 |
| Simplot Turf & Horticulture | Jason Kelley | 17750 Lookout Rd Ste 165<br>Schertz, TX 78154<br>jason.kelley@simplot.com<br>830-613-0809 |
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BuyBoard®
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

# 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.

Simplot has been in business since 1929. The turf and horticulture locations in Texas have been operating since 2018.

Simplot Turf & Horticulture is not currently for sale or involved in any transactions that would alter our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Simplot Turf & Horticulture operates 4 warehouses in the Texas and Oklahoma area. All are staffed with salespeople, warehouse workers, admin staff and delivery drivers. The sales staff are available and willing to assist with guidance, advice, and any technical assistance prospective customers would need.

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.

Simplot Turf & Horticulture has 12 sales represenatives in the Texas and Oklahoma area. Each rep has a list of customers that they work with and will reach out to in person, via phone or via email. We also attend trade events, advertise in trade magazines and support our industries in other ways.

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.

Simplot is a privately owned company. There are no incidents of bankruptcy or insolvency.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Simplot is not in any type of default or financial judgement.

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.

N/A

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.

N/A

## Simplot Partners Information


Contact: Jay Blodgett
Address: P.O. Box 841136
Los Angeles, CA 90084
Phone: (281) 726-3485
Email: jay.blodgett@simplot.com
Web Address: www.simplot.com


By submitting your response, you certify that you are authorized to represent and bind your company.

Jay Blodgett
*Signature*

jay.blodgett@simplot.com
*Email*

*Submitted at 2/5/2026 10:14:43 AM (CT)*

## Requested Attachments

### BuyBoard Proposal Invitation No. 805-26, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Simplot BuyBoard 805-26.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)

Simplot Master Price List 805-26.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.)

### Manufacturer Authorization Letter(s)

Authorization letter.docx

A Vendor proposing **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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 **NOT** responding to products listed under Section II: Irrigation Supplies, Parts, and Accessories, shall submit a written explanation that the company is not bidding those specified lines.

### 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

Company Profile.docx

**REQUIRED**-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

### IRS Form W-9 Request for Taxpayer Identification Number and Certification

Form W-9 Simplot AB Retail Inc with DBA List.pdf

**REQUIRED**-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

## 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.

SIMPLOT AB RETAIL 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.

Simplot Turf & Horticulture

**3** **Vendor Mailing/Street Address**

Vendor Mailing/Street Address

1755 Transcentral Court, Ste. 100

**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

77032

**7** **Federal Identification Number**

Federal Identification Number

84-2290424

**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

Jay

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Blodgett

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

jay.blodgett@simplot.com

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

1755 Transcentral Court, Ste 100

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

77032

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

281-726-3485

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

*No response*

28 **Company Website**

Company Website (www.XXXXX.com)

www.simplot.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

jay.blodgett@simplot.com

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Jay

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Blodgett

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

2817263485

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

roxi.ochoa@simplot.com

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Roxi

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Ochoa

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

2812142008

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.

Yes

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

jay.blodgett@simplot.com

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Jay

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Blodgett

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

2817263485

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

roxi.ochoa@simplot.com

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Roxi

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Ochoa

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

2812142008

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

Simplot Turf & Horticulture

55 **Invoice Company Department Name**

Invoice Company Department Name

AP

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Roxi

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Ochoa

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1755 Transcentral Court, Ste 100

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)

77032

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

281-214-2008

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

*No response*

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

*No response*

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

roxi.ochoa@simplot.com

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

jay.blodgett@simplot.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

Company Truck

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).*

N 30

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

*No response*

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.

Returns are handled on a one on one basis.

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

Simplot Turf & Horticulture

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**<br>Region 2 - Corpus Christi<br>☐ *Region 2* |
| 91 | **Region 3**<br>Region 3 - Victoria<br>☐ *Region 3* |
| 92 | **Region 4**<br>Region 4 - Houston<br>☐ *Region 4* |
| 93 | **Region 5**<br>Region 5 - Beaumont<br>☐ *Region 5* |
| 94 | **Region 6**<br>Region 6 - Huntsville<br>☐ *Region 6* |
| 95 | **Region 7**<br>Region 7 - Kilgore<br>☐ *Region 7* |
| 96 | **Region 8**<br>Region 8 - Mount Pleasant<br>☐ *Region 8* |
| 97 | **Region 9**<br>Region 9 - Wichita Falls<br>☐ *Region 9* |
| 98 | **Region 10**<br>Region 10 - Richardson<br>☐ *Region 10* |
| 99 | **Region 11**<br>Region 11 - Fort Worth<br>☐ *Region 11* |
| 100 | **Region 12**<br>Region 12 - Waco<br>☐ *Region 12* |
| 101 | **Region 13**<br>Region 13 - Austin<br>☐ *Region 13* |

| | |
|---|---|
| 102 | **Region 14**<br>Region 14 - Abilene<br>☐ *Region 14* |
| 103 | **Region 15**<br>Region 15 - San Angelo<br>☐ *Region 15* |
| 104 | **Region 16**<br>Region 16 - Amarillo<br>☐ *Region 16* |
| 105 | **Region 17**<br>Region 17 - Lubbock<br>☐ *Region 17* |
| 106 | **Region 18**<br>Region 18 - Midland<br>☐ *Region 18* |
| 107 | **Region 19**<br>Region 19 - El Paso<br>☐ *Region 19* |
| 108 | **Region 20**<br>Region 20 - San Antonio<br>☐ *Region 20* |
| 109 | **State Service Designation**<br>**State Service Designation - Refer to Form in Proposal Invitation.**<br><br>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.***<br><br>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**<br>Company Name<br>Simplot Turf & Horticulture |

| | |
|---|---|
| 111 | **State Service Designation**<br>**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.**<br><br>I will not serve all states in the United States |
| 112 | **Alabama**<br>Alabama<br>☐ *Alabama* |
| 113 | **Alaska**<br>Alaska<br>☐ *Alaska* |
| 114 | **Arizona**<br>Arizona<br>☐ *Arizona* |
| 115 | **Arkansas**<br>Arkansas<br>☐ *Arkansas* |
| 116 | **California**<br>California (Public Contract Code 20118 & 20652)<br>☐ *California* |
| 117 | **Colorado**<br>Colorado<br>☐ *Colorado* |
| 118 | **Connecticut**<br>Connecticut<br>☐ *Connecticut* |
| 119 | **Delaware**<br>Delaware<br>☐ *Delaware* |
| 120 | **District of Columbia**<br>District of Columbia<br>☐ *District of Columbia* |
| 121 | **Florida**<br>Florida<br>☐ *Florida* |
| 122 | **Georgia**<br>Georgia<br>☐ *Georgia* |

| | |
|---|---|
| 123 | **Hawaii**<br>Hawaii<br>☐ *Hawaii* |
| 124 | **Idaho**<br>Idaho<br>☐ *Idaho* |
| 125 | **Illinois**<br>Illinois<br>☐ *Illinois* |
| 126 | **Indiana**<br>Indiana<br>☐ *Indiana* |
| 127 | **Iowa**<br>Iowa<br>☐ *Iowa* |
| 128 | **Kansas**<br>Kansas<br>☐ *Kansas* |
| 129 | **Kentucky**<br>Kentucky<br>☐ *Kentucky* |
| 130 | **Louisiana**<br>Louisiana<br>☐ *Louisiana* |
| 131 | **Maine**<br>Maine<br>☐ *Maine* |
| 132 | **Maryland**<br>Maryland<br>☐ *Maryland* |
| 133 | **Massachusetts**<br>Massachusetts<br>☐ *Massachusetts* |
| 134 | **Michigan**<br>Michigan<br>☐ *Michigan* |

| | |
|---|---|
| 135 | **Minnesota**<br>Minnesota<br>☐ *Minnesota* |
| 136 | **Mississippi**<br>Mississippi<br>☐ *Mississippi* |
| 137 | **Missouri**<br>Missouri<br>☐ *Missouri* |
| 138 | **Montana**<br>Montana<br>☐ *Montana* |
| 139 | **Nebraska**<br>Nebraska<br>☐ *Nebraska* |
| 140 | **Nevada**<br>Nevada<br>☐ *Nevada* |
| 141 | **New Hampshire**<br>New Hampshire<br>☐ *New Hampshire* |
| 142 | **New Jersey**<br>New Jersey<br>☐ *New Jersey* |
| 143 | **New Mexico**<br>New Mexico<br>☐ *New Mexico* |
| 144 | **New York**<br>New York<br>☐ *New York* |
| 145 | **North Carolina**<br>North Carolina<br>☐ *North Carolina* |
| 146 | **North Dakota**<br>North Dakota<br>☐ *North Dakota* |

| | |
|---|---|
| 147 | **Ohio**<br>Ohio<br>☐ *Ohio* |
| 148 | **Oklahoma**<br>Oklahoma<br>☑ Oklahoma |
| 149 | **Oregon**<br>Oregon<br>☐ *Oregon* |
| 150 | **Pennsylvania**<br>Pennsylvania<br>☐ *Pennsylvania* |
| 151 | **Rhode Island**<br>Rhode Island<br>☐ *Rhode Island* |
| 152 | **South Carolina**<br>South Carolina<br>☐ *South Carolina* |
| 153 | **South Dakota**<br>South Dakota<br>☐ *South Dakota* |
| 154 | **Tennessee**<br>Tennessee<br>☐ *Tennessee* |
| 155 | **Texas**<br>Texas<br>☑ Texas |
| 156 | **Utah**<br>Utah<br>☐ *Utah* |
| 157 | **Vermont**<br>Vermont<br>☐ *Vermont* |
| 158 | **Virginia**<br>Virginia<br>☐ *Virginia* |

| | |
|---|---|
| 159 | **Washington**<br>Washington<br>☐ *Washington* |
| 160 | **West Virginia**<br>West Virginia<br>☐ *West Virginia* |
| 161 | **Wisconsin**<br>Wisconsin<br>☐ *Wisconsin* |
| 162 | **Wyoming**<br>Wyoming<br>☐ *Wyoming* |

## Bid Lines

| | |
|---|---|
| 1 | **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**<br>Discount (%) off catalog/price list for **Field and Turf Fertilizer, Conditioners, Dressings and Chemicals**.<br>Catalog/Price list MUST be included or proposal will not be considered.<br>Total: 0%<br>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.***<br><br>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:<br>• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed<br>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed<br><br>**Item Attributes**<br>**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**<br>NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".<br>Simplot Turf & Horticulture |

**2** **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/price list for **Nursery Products** (all types of trees, shrubs, and other related items).
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.***

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".

Simplot Turf & Horticulture

**3** **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/price list for **Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces**.
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.***

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".

Simplot Turf & Horticulture

**4** **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/price list for **All Types of Landscape Accent Products** (metal, plastic, steel, wood, and other related items). 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.***

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".

Simplot Turf & Horticulture

**5** **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/price list for **All Other Types of Fertilizer, Grounds, and Nursery Products and Supplies.** 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.***

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".

Simplot Turf & Horticulture

6 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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 II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Residential/Commercial Irrigation Control Valves** (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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*

8 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Residential/Commercial Irrigation Sprinkler Heads** (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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*

9 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Large Commercial/Central Controllers** (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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*

10

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Large Commercial Field Satellites** (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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*

11

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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".

*No response*

12

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **All Types of Drip Irrigation Products** (residential, commercial, and industrial)**.** 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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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*

13

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **All Types of Aerating Fountain Products, Equipment and Lighting** (residential, commercial, and industrial). 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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*

14

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **All Types of Irrigation Bunker Pumps, 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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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*

15

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Water Chemicals and Dyes, Supplies, and Accessories.** 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 **Section II: Irrigation Supplies, Parts, and Accessories** shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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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*

16

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Irrigation Equipment Repair Parts.** 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.***

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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 II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Irrigation Equipment Maintenance Service Agreements** (monthly, quarterly, and yearly). 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.***

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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*

18

**Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/price list for **Residential/Commercial Irrigation Equipment and Central Controllers Service Agreements** (automatic software updates and technical support). 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.***

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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*

19

**Section III: Installation and Repair Service**

**Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items** - **Not to Exceed** hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.

Quantity: 1 UOM: Hourly Labor Rate

***No Bid***

20

**Section III: Installation and Repair Service**

**Hourly Labor Rate for Field and Turf Preparation Work - Not to Exceed** hourly labor rate for Field and Turf Preparation Work.

Quantity: 1 UOM: Hourly Labor Rate

***No Bid***

| | |
|---|---|
| 21 | **Section III: Installation and Repair Service**<br>**Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services - Not to Exceed** hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services.<br>Quantity: 1 UOM: Hourly Labor Rate<br>***No Bid*** |
| 22 | **Section III: Installation and Repair Service**<br>**Hourly Labor Rate for Tree and Shrub Service and Stump Grinding - Not to Exceed** hourly labor rate for Tree and Shrub Service and Stump Grinding.<br>Quantity: 1 UOM: Hourly Labor Rate<br>***No Bid*** |
| 23 | **Section III: Installation and Repair Service**<br>**Hourly Labor Rate for Installation/Repair Service of Irrigation Equipment and Related Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Irrigation Equipment and Related Products.<br>Quantity: 1 UOM: Hourly Labor Rate<br>***No Bid*** |

**Response Total:** $0.00




Simplot is not bidding on Section II: Irrigation Supplies, Parts, and Accessories and does not need to provide Manufacturer’s Authorization letters.

Menu

# Vendor Contract Information Summary

| | |
|---|---|
| Vendor | Simplot AB Retail, Inc. dba Simplot Turf & Horticulture |
| Contact | Jay Blodgett |
| Phone | 2817263485 |
| Email | jay.blodgett@simplot.com |
| Vendor Website | www.simplot.com |
| TIN | 84-2290424 |
| Address Line 1 | 1755 Transcentral Court, Ste 100 |
| Vendor City | Houston |
| Vendor Zip | 77032 |
| Vendor State | TX |
| Vendor Country | USA |
| Delivery Days | 10 |
| Freight Terms | FOB Destination |
| Payment Terms | N 30 |
| Shipping Terms | Freight prepaid by vendor and added to invoice |
| Ship Via | Company Truck |
| Designated Dealer | No |
| EDGAR Received | Yes |
| Service-disabled Veteran Owned | No |
| Minority Owned | No |
| Women Owned | No |
| National | No |
| No Foreign Terrorist Orgs | Yes |
| No Israel Boycott | Yes |
| MWBE | No |
| ESCs | All Texas Regions |
| States | Oklahoma, Texas |
| Contract Name | Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils |
| Contract No. | 805-26 |
| Effective | 06/01/2026 |
| Expiration | 05/31/2029 |
| Accepts RFQs | Yes |
| Return Policy | Returns are handled on a one on one basis. |

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

Turf and Pest Chemicals

**Project Name:**

**Company Name:** Simplot AB Retail, Inc

**Department:** Parks & Recreation

**Date:** 08/04/2026 **Council Date:** 08/27/2026

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 Moore — 08/04/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. j.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance authorizing the 2nd renewal of the Janitorial Supplies Contract
**Prepared for:** Teresa McKenzie, Finance **Prepared by:** Nubia Rodriguez, Finance
**Department:** Finance

## Information

### ITEM

Consider an ordinance authorizing the second renewal of the Annual Janitorial Supplies Contract with Imperial & Bag Paper LLC, using the cooperative purchasing group, TIPS-USA.

### PREFACE

This proposed ordinance authorizes the 2nd renewal for the Annual Janitorial Supplies Contract with Imperial Bag & Paper, LLC, for an amount not to exceed $112,000.00, using the cooperative agreement for TIPS-USA, #240402.
This contract will be used to supply janitorial items in the Central Warehouse, as well as allow the Parks & Recreation Department to place their own orders for delivery at their required addresses.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 10005012-52006 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $17,000.00 |
| **Fiscal Impact (Additional Information):** | |

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 6200-16102 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $95,000.00 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance Authorizing Renewal of the Janitorial Supplies Agreement with Imperial Bag
Renewal Letter
Indebtedness Certification
Awarded Contracts TIP

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS ($112,000.00) TO IMPERIAL BAG & PAPER, LLC, FOR THE SECOND RENEWAL OF THE ANNUAL JANITORIAL SUPPLIES CONTRACT THROUGH THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), CONTRACT NUMBER 240402; 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 Interlocal Purchasing System ("TIPS") 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 payment in an amount not to exceed ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS ($112,000.00) to Imperial Bag & Paper, LLC, for the second renewal of the Annual Janitorial Supplies Contract through The Interlocal Purchasing System ("TIPS"), contract number 240402.

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

Section 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# CITY OF BAYTOWN

Purchasing
P. O. BOX 424
(281) 420-6526
Baytown, Texas 77522-0424

Imperial Dade
PO Box 103264
Pasadena, CA 91189-3264

ATTN: Matthew Hicks

July 6, 2026

Dear Supplier:

This letter is to inform you that the City of Baytown would like to renew the contract for the Janitorial Supplies with your company. This contract will be in effect from October 1, 2026 through September 30, 2027. Please contact the Purchasing Department at 281-420-6525 if you have any questions.

## VENDOR ACKNOWLEDGMENT OF CONTRACT RENEWAL

The undersigned acknowledges and accepts the renewal of the Janitorial Supplies for the period of October 1, 2026 through September 30, 2027.

**Vendor Name**

By: Imperial Bag & Paper Co LLC

Printed Name: Paul M Cervino

Title: Chief Administrative Officer

Signature: Paul M Cervino

Date: 07/16/2026

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance authorizing the 2nd renewal of the Janitorial Supplies Contract

**Company Name:** Imperial Bag & Paper Co

**Department:** Finance

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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 McPeake — 08/10/2026

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

# The Interlocal Purchasing System

Purchasing Made Personal

## Wedge Supply (Imperial Bag & Paper Co LLC)

Printed: August 20, 2026

www.www.wedgesupply.com

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM**

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

### PAYMENT TO

| | |
|---|---|
| ADDRESS | **3309 W Kingsley** |
| CITY | **Garland** |
| STATE | **Tx** |
| ZIP | **75041** |

### TIPS CONTACT

| | |
|---|---|
| NAME | **Charlie Martin** |
| PHONE | **(866) 839-8477** |
| FAX | **(866) 839-8472** |
| EMAIL | **tips@tips-usa.com** |

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N**

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | PR | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WV | WY

### Overview

Wedge Supply, a division of Imperial Dade, a leading North American distributor of foodservice packaging, janitorial supplies, and industrial products. We provide over 70,000 products to 120,000+ customers, including restaurants, hospitals, and hospitality businesses, offering next-day delivery and customized supply chain solutions. Serving as a single-source partner, Imperial Dade operates a large network of distribution centers throughout the US, Canada, and Puerto Rico.

### AWARDED CONTRACTS

*"View EDGAR Doc" on Website*

| Contract | Commodity | Exp Date | EDGAR |
|---|---|---|---|
| **230603** | Pathogen Removal and Remediation Supplies and Services (Includes PPE, Sanitizers, Pathogen Barriers, and Disinfectants) | 08/31/2026 | Yes |
| **230804** | Medical Equipment, Supplies, and Services | 10/31/2026 | Yes |
| **230903** | Industrial and Facility Equipment, Chemicals, Supplies, and Services | 11/30/2026 | Yes |
| **240402** | Office and School Supplies, Products, and Services | 06/30/2027 | Yes |
| **250101** | Safety Equipment, Supplies and Services | 03/31/2028 | Yes |
| **260103** | Janitorial and Sanitation Supplies and Services | 03/31/2029 | Yes |
| **260401** | Food Service Equipment, Chemicals, Supplies, and Services | 06/30/2029 | Yes |

# CONTACTS BY CONTRACTS

## 230603

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Branch Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Alton Dunn | Sales Manager | (972) 272-2293 | alton.dunn@imperialdade.com |
| Venessa Garza | Office Supervisor | (972) 272-2293 | venessa.garza@imperialdade.com |

## 230804

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Branch Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Alton Dunn | Sales Manager | (972) 272-2293 | alton.dunn@imperialdade.com |
| Venessa Garza | Office Supervisor | (972) 272-2293 | venessa.garza@imperialdade.com |

## 230903

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Branch Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Alton Dunn | Sales Manager | (972) 272-2293 | alton.dunn@imperialdade.com |
| Venessa Garza | Office Supervisor | (972) 272-2293 | venessa.garza@imperialdade.com |

## 240402

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Branch Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Alton Dunn | Sales Manager | (972) 272-2293 | alton.dunn@imperialdade.com |
| Venessa Garza | Office Supervisor | (972) 272-2293 | venessa.garza@imperialdade.com |

## 250101

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Branch Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Alton Dunn | Sales Manager | (972) 272-2293 | alton.dunn@imperialdade.com |
| Venessa Garza | Office Supervisor | (972) 272-2293 | venessa.garza@imperialdade.com |

## 260103

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Branch Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Customer Service | Customer Service | (972) 272-2293 | wedge-customerservice@imperialdade.com |
| Venessa Garza | Office Supervisor | (972) 272-2293 | venessa.garza@imperialdade.com |

## 260401

| Name | Title | Phone | Email |
|---|---|---|---|
| Kevin Wedge | Manager | (972) 272-2293 | kevin.wedge@imperialdade.com |
| Customer Service | Customer Service | (972) 272-2293 | wedge-customerservice@imperialdade.com |
| Venessa Garza | | (972) 272-2293 | venessa.garza@imperialdade.com |

CITY COUNCIL MEETING 7. k.

**Meeting Date:** 08/27/2026
**Subject:** Consider the Sole Source Purchase of Neptune Water Meters, Parts and Supplies
**Prepared for:** Teresa McKenzie, Finance **Prepared by:** Nubia Rodriguez, Finance
**Department:** Finance

## Information

### ITEM

Consider an ordinance authorizing the sole source purchase of Neptune water meters, parts, and supplies for meter maintenance from Core & Main LP.

### PREFACE

This proposed ordinance authorizes the sole source purchase of Neptune water meters, parts, and supplies for meter maintenance from Core & Main LP, which is Neptune's sole source supplier in the Houston area, for an amount not to exceed $575,000.00

These parts and supplies are needed in order to maintain the City's water meters and to ensure the accuracy of the Automated Meter Reading (AMR) system through the replacement of the necessary meter parts, meter interface units, registers, and antennas. The parts will be purchased as needed throughout FY2027.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 51001043-53033 |
| **Source of Funds (Operating/Capital/Bonds):** | |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $475,000 |
| **Fiscal Impact (Additional Information):** | |

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 6200-16102 |
| **Source of Funds (Operating/Capital/Bonds):** | |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $100,000 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance Authorizing Sole Source Purchase of Neptune Water Meter Parts and Supplies
Sole Source
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($575,000.00) TO CORE & MAIN LP FOR THE SOLE-SOURCE PURCHASE OF NEPTUNE WATER METERS, PARTS AND SUPPLIES FOR METER MAINTENANCE; 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 a Neptune water meters, parts and supplies for meter maintenance may only be purchased from a single source - Core & Main LP; 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 a Neptune water meters, parts and supplies for meter maintenance.

Section 2: That the City Council of the City of Baytown, Texas hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Purchase Agreement for the purchase of Neptune Water Meters and related parts and supplies. A copy of said agreement is attached hereto as Exhibit A and incorporated herein by reference.

Section 3: That the City Council of the City of Baytown, Texas, authorizes payment in an amount not to exceed FIVE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($575,000.00) to Core & Main LP for the sole-source purchase of a Neptune water meters, parts and supplies for meter maintenance.

Section 4: 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 5: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-08-27\Sole-Source Purchase.Neptune Water Meter Maintenance Core & Main.kh.docx

January 30, 2026

# Neptune Sole Source Letter

Mr. Marcus Curry

Neptune Technology Group, Inc. values the City of Baytown, Texas as a loyal and longstanding customer. We would like to clarify that Core & Main is the exclusive authorized distributor of Neptune products in Texas. As the sole source provider, the City can continue to rely on its local Core & Main branch for all Neptune metering systems, products, and support.

Regards,

Hunter Brown – S Texas Territory Manager
Email: hbrown@neptunetg.com
Cell: 334-415-2032

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

Water Meter and Parts

**Project Name:**

**Company Name:** Core and Main

**Department:** Utility Billing

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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

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

_____

_____

_____

☑ not to be indebted to the City.

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

Teresa McKeever — 08/10/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. 1.

**Meeting Date:** 08/27/2026
**Subject:** Resolution Designating Signatories for the Texas GLO LHMPP Grant
**Prepared for:** Teresa McKenzie, Finance **Prepared by:** Leasa Lopez, Finance
**Department:** Finance

## Information

### ITEM

Consider a resolution designating and authorizing the signatories to execute contracts and financial documents for the Texas General Land Office Local Hazard Mitigation Plans Program (LHMPP) grant program.

### PREFACE

A resolution designating signatories for the Texas GLO LHMPP grant program. By this resolution, the City Manager and Assistant City Manager are authorized to execute contractual documents between the Texas General Land Office and the City of Baytown, Texas for the Local Hazard Mitigation Plans Program, Texas General Land Office, Contract #22-130-044-E437. Further, this resolution designates the Director of Finance and Assistant Director of Finance are authorized to execute financial documents required for requesting funds approved in the Local Hazard Mitigation Plans Program, Texas General Land Office Contract Number 22-130-044-E437. The City acknowledges that in the event that an authorized signatory of the City changes, the City Manager must provide the Texas General Land Office with a revised Depository/Authorized Signatories Designation Form.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:** Y
**Amount Needed:** 0
**Fiscal Impact (Additional Information):**
This item has no fiscal impact. The DSA form needed to be updated to include AD Finance Etta Taylor Jay.

## Attachments

Resolution - Designating Signatories GLO LHMPP grants
REV DSA
Preceding Res #3048_2026-11-13
Preceding DSA Form_Signed

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL AND FINANCIAL DOCUMENTS PERTAINING TO THE LOCAL HAZARD MITIGATION PLANS PROGRAM (LHMPP), TEXAS GENERAL LAND OFFICE (GLO), CONTRACT NUMBER 22-130-044-E437.

**********

Whereas, it is necessary to appoint persons to execute contractual and financial documents from the Texas General Land Office, and;

Whereas, an original signed copy of the Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

Whereas, the City of Baytown, Texas acknowledges that in the event that an authorized signatory of the City changes, the City Manager must provide the Texas General Land Office with a revised Depository/Authorized Signatories Designation Form; NOW, THEREFORE,

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

Section 1: The City of Baytown, Texas has received funding from the Texas General Land Office's Local Hazard Mitigation Plans Program to update the city's Hazard Mitigation Action Plan;

Section2: The City Manager and Assistant City Manager are authorized to execute contractual documents between the Texas General Land Office and the City of Baytown, Texas for the Local Hazard Mitigation Plans Program, Texas General Land Office, Contract Number 22-130-044-E437.

Section 3: The Director of Finance and Assistant Director of Finance are authorized to execute the financial documents required for requesting funds approved in the Local Hazard Mitigation Plans Program, Texas General Land Office, Contract Number 22-130-044-E437.

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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

**COMMUNITY DEVELOPMENT & REVITALIZATION**
**The Texas General Land Office**
*Depository/Authorized Signatories Designation Form*

| Subrecipient: | City of Baytown | Contract Number: | 22-130-044-E437 |
|---|---|---|---|

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

| Jason E. Reynolds | Brant Gary |
|---|---|
| Name | Name |
| City Manager | Asst. City Manager |
| Title | Title |

| Subrecipient: | City of Baytown | Contract Number: | 22-130-044-E437 |
|---|---|---|---|

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

| Jason E. Reynolds | Brant Gary |
|---|---|
| Name | Name |
| City Manager | Asst. City Manager |
| Title | Title |
| Signature | Signature |

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

| JPMorgan Chase Bank |
|---|
| Name of Lending Institution |
| 712 Main Street |
| Address |
| Houston, Texas 77002 |
| City, State, Zip Code |

| Fund Account Number: | 675512487 |
|---|---|

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

| Teresa McKenzie | Etta Taylor Jay |
|---|---|
| Name | Name |
| Director of Finance | Asst. Director of Finance |
| Title | Title |
| Signature | Signature |

## COMMUNITY DEVELOPMENT & REVITALIZATION
## The Texas General Land Office
## Depository/Authorized Signatories Designation Form

| | |
|---|---|
| Name | Name |
| Title | Title |
| Signature | Signature |

**NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.**

***Disclaimer:*** *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

# RESOLUTION NO. 3048

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL AND FINANCIAL DOCUMENTS PERTAINING TO THE LOCAL HAZARD MITIGATION PLANS PROGRAM (LHMPP), TEXAS GENERAL LAND OFFICE (GLO), CONTRACT NUMBER 22-130-044-E437.

**********

Whereas, it is necessary to appoint persons to execute contractual and financial documents from the Texas General Land Office, and;

Whereas, an original signed copy of the Depository/Authorized Signatories Designation Form to be submitted with a copy of this Resolution, and;

Whereas, the City of Baytown, Texas acknowledges that in the event that an authorized signatory of the City changes, the City Manager must provide the Texas General Land Office with a revised Depository/Authorized Signatories Designation Form; NOW, THEREFORE,

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

Section 1: The City of Baytown, Texas has received funding from the Texas General Land Office's Local Hazard Mitigation Plans Program to update the city's Hazard Mitigation Action Plan;

Section2: The City Manager and Assistant City Manager are authorized to execute contractual documents between the Texas General Land Office and the City of Baytown, Texas for the Local Hazard Mitigation Plans Program, Texas General Land Office, Contract Number 22-130-044-E437.

Section 3: The Director of Finance and Assistant Director of Finance are authorized to execute the financial documents required for requesting funds approved in the Local Hazard Mitigation Plans Program, Texas General Land Office, Contract Number 22-130-044-E437.

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 13th day of November, 2025.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

**COMMUNITY DEVELOPMENT & REVITALIZATION**
**The Texas General Land Office**
*Depository/Authorized Signatories Designation Form*

| Subrecipient: | City of Baytown | Contract Number: | 22-130-044-E437 |
|---|---|---|---|

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

| Mr. Brandon Capetillo | Mr. Jason E. Reynolds |
|---|---|
| Name | Name |
| Mayor | City Manager |
| Title | Title |

| Subrecipient: | City of Baytown | Contract Number: | 22-130-044-E437 |
|---|---|---|---|

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

| | |
|---|---|
| Name | Name |
| Title | Title |
| X Signature | X Signature |

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

| JP Morgan Chase Bank |
|---|
| Name of Lending Institution |
| 712 Main St. |
| Address |
| Houston, TX 77002 |
| City, State, Zip Code |

| Fund Account Number: | 675512487 |
|---|---|

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

| Mr. Brant Gary | Mrs. Teresa McKenzie |
|---|---|
| Name | Name |
| Asst. City Manager | Director of Finance |
| Title | Title |
| Signature | Signature |

## COMMUNITY DEVELOPMENT & REVITALIZATION
## The Texas General Land Office
## Depository/Authorized Signatories Designation Form

| | |
|---|---|
| Name | Name |
| Title | Title |
| Signature | Signature |

**NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.**

***Disclaimer:*** *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

CITY COUNCIL MEETING 7. m.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance for the award of the Annual Uniform and Floor Mat Rental Contract
**Prepared by:** Nubia Rodriguez, Finance
**Department:** Finance

## Information

### ITEM

Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).

### PREFACE

This proposed ordinance awards the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract #773-25, in the amount of $65,000.00.

This contract allows for the rental of all field crew uniforms, floor mats, dust mops and mechanic wipes. This contract covers weekly rental, cleaning, repair and delivery of all items. Locations for field uniforms will cover the Public Works/Engineering field crews and Utility Billing field crews. Floor mat locations will encompass most City facilities. Mechanic wipes will be used by the Fire Department Garage and the Public Works/Engineering Garage. The Parks and Recreation Department will use the dust mops and one uniform.

Standardized uniforms help our citizens clearly identify our field workers while providing a cohesive and professional appearance.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 10001099-54027 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $65,000.00 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance Authorizing the Annual Uniform and Floor Mat Rental Contract to Unifirst Holdings through Buyboard Contract 773-25,vh
Renewal Letter
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING THE ANNUAL UNIFORM AND FLOOR MAT RENTAL CONTRACT TO UNIFIRST HOLDINGS LLC, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD), FOR THE RENTAL OF ALL FIELD CREW UNIFORMS, FLOOR MATS, DUST MOPS AND MECHANIC WIPES; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's BuyBoard Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby awards the Annual Uniform and Floor Mat Rental Contract to Unifirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (Buy Board), for the rental of all field crew uniforms, floor mats, dust mops and mechanic wipes in an amount not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price of each item specified in Section 1 hereof may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# CITY OF BAYTOWN

Purchasing
P. O. BOX 424

(281) 420-6526
Baytown, Texas 77522-0424

Unifirst Holdings L.P
9019 Railwood Dr.
Houston, Texas 77078

ATTN: Alejandre Guillermo

June 25, 2026

Dear Supplier:

This letter is to inform you that the City of Baytown has renewed the contract for the Uniform and Mat Rental Contract with your company. This contract will be in effect from October 1, 2026 through September 30, 2027. Please contact the Purchasing Department at 281-420-6525 if you have any questions.

## VENDOR ACKNOWLEDGMENT OF CONTRACT RENEWAL

The undersigned acknowledges and accepts the renewal of the Uniform and Mat Rental for the period of October 1, 2026 through September 30, 2027.

**Vendor Name**

By: UniFirst

Printed Name: Guillermo Alejandre

Title: Market Service Manager

Signature:

Date: 7.8.26

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance for the award of the Annual Uniform and Floor Mat Rental Contract

**Company Name:** UniFirst Corporation

**Department:** Finance

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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 — 08/10/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. n.

**Meeting Date:** 08/27/2026
**Subject:** Reject bids for Consulting and Technical Services for Home Elevations Project
**Prepared for:** Kenneth Dobson, Fire **Prepared by:** Kenya Small, Finance
**Department:** Fire

## Information

### ITEM

Consider an ordinance to reject bids for RFQ 26-0723 Consulting and Technical Services for Home Elevations Project, which were received on July 23, 2026, at 2pm.

### PREFACE

This proposed ordinance rejects all bids for RFQ 26-0723 Consulting and Technical Services for Home Elevations Project, received on July 23, 2026, at 2pm. Only one bid was received. The department wants to increase competition. The specifications will be reviewed and bid at a later time.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2026 |
| **Acct Code:** | none |
| **Source of Funds (Operating/Capital/Bonds):** | |
| **Funds Budgeted Y/N:** | N |
| **Amount Needed:** | 0.00 |
| **Fiscal Impact (Additional Information):** | |

CITY COUNCIL MEETING 7. o.

**Meeting Date:** 08/27/2026

**Subject:** Consider an ordinance authorizing an interlocal cooperation contract with the Texas Department of Public Safety web-based site for electronically reporting convictions.

**Prepared for:** Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance

**Department:** Municipal Court

## Information

### ITEM

Consider an ordinance authorizing an interlocal cooperation contract with the Texas Department of Public Safety web-based site in order to allow the Municipal Court of Record in the City of Baytown, Texas to electronically report convictions.

### PREFACE

The new Texas Conviction Reporting (TXCR) interface replaces paper-based processes and the existing electronic file submission method with a streamlined, real-time reporting system. Court users can immediately verify successful submissions, identify and prevent duplicate entries, and review rejected convictions. If a conviction is rejected due to missing or incomplete information, users can quickly correct the data and resubmit it without delay.

## Fiscal Impact

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

## Attachments

Ordinance Authorizing Interlocal Agreement with Texas Department of Public Safety for Texas Conviction Reporting TXCR.vh
Interlocal Cooperation Contract

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY ("DPS") TO CONTRACT FOR THE USE OF THE TEXAS CONVICTION REPORTING SYSTEM ("TXCR") FOR THE MUNICIPAL COURT TO REPORT ALL COURT REPORTED CONVICTIONS TO A DRIVER'S RECORD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to an Interlocal Agreement with the Texas Department of Public Safety ("DPS") to contract for the use of the Texas Conviction Reporting System ("TXCR") for the Municipal Court to report all court reported convictions to a driver's record. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512-424-2000
www.dps.texas.gov

FREEMAN F. MARTIN
COLONEL
WALT GOODSON
JASON C. TAYLOR
LIEUTENANT COLONELS

STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
DAN HORO III
LARRY B. LONG
STEVEN H. STODGHILL

July 6, 2026

Dear Court Clerk,

The Texas Department of Public Safety, Driver License Division, is excited to announce the implementation of the web-based site for electronically reporting convictions, which we notified you about last year.

The new Texas Conviction Reporting (TXCR) interface eliminates paper processes and the current electronic file submission process. A "real-time" upload feature allows court users the ability to review successful submissions, prevent duplicate entries, and review rejected convictions. Users can correct and resubmit missing information for rejected convictions immediately.

Effective January 1st, 2027, all final convictions sent to the Department for processing must be submitted via TXCR. The submission of final convictions via the portal requires that a TXCR Interlocal Cooperation Contract be completed and submitted to the Department before using the new TXCR interface.

Please complete the enclosed TXCR Interlocal Cooperation Contract (ICC) for review, signature, and return. We have provided an instruction sheet to assist with the completion of the ICC.

We look forward to your participation and assistance with providing better service to all Texas courts. If you have any questions, you may contact Kathy Drye at Kathy.Drye@dps.texas.gov, or 512-424-2030, or Erica Blanco at Erica.Blanco@dps.texas.gov, or 512-424-7266.

Regards,

Manager
Enforcement and Compliance Service
Driver License Division

# Texas Conviction Reporting (TXCR) Interlocal Cooperation Contract (ICC) Instructions

Contracting Parties and Authorities:

The Texas Department of Public Safety Driver's License Division has started the process of transitioning to the new Texas Conviction Reporting (TXCR) user interface for conviction submissions. As we transition from SFTP to TXCR all contracting parties and authorities that have not already submitted a new Interlocal Cooperation Contract (ICC) will be required to do so by December 31, 2026. It is very important that everyone completes the ICC correctly and the Conviction Reporting team is available to address any questions.

The ICC is a legal contract between the Contracting Parties/Authorities and the Department of Public Safety; therefore, no editing of the contract is permitted. Please see below for clarification of what needs to be included in the sections:

I. The "Contracting Parties and Authority" section includes the name of the court or authority entering into the contract and the city or county in which they reside.

II. VI. The "General Terms and Notice" section requires the person who is the point of contact for the court or authority to include their name, address, fax number, email address, and phone number.

III. VII. The "Certifications" section must be signed by a person authorized to enter into a contract. The authorized person must sign, include the authorized person's title, and the current date. If additional people are required to sign a contract, a separate sheet must be attached with the same information: the signature, the person's title, and the date.

IV. Email the completed contract to: data.submission@dps.texas.gov.

V. The point of contact will receive a copy of the signed contract and will then receive instructions on how to access and log in to the TXCR reporting site.

If additional information is needed, please email your questions to data.submission@dps.texas.gov.

Conviction Reporting

(512) 424-2031

## INTERLOCAL COOPERATION CONTRACT

### I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Municipal Court of Baytown [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

### II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

Furthermore, DPS and Federal Motor Carrier Safety Administration's (FMCSA) common goal is to ensure and improve public safety by reducing crashes, injuries, and fatalities involving Commercial Motor Vehicles (CMV). One of the components of this effort is the appropriate and timely reporting of moving violation convictions for Commercial Driver License (CDL) holders and operators of CMVs. For DPS to be successful in its endeavor to bolster the foundation and support the priorities of the CDL program, it must have the proper tools to accomplish these goals.

### III. STATEMENT OF SERVICES

DPS responsibilities are as follows.

- Provide access to the TXCR over the internet from a publicly accessible site based on authorized access granted by DPS to Court reporting personnel.
- Ensure the TXCR site is secure and meets Criminal Justice Information System (CJIS) security requirements as defined by the Federal Bureau of Investigation (FBI).
- Allow submission of convictions individually using a web-form that matches the bulk file format for ease of entry. Bulk file format will be provided to Court.
- TXCR will validate conviction data prior to inclusion to the driver's record and if data cannot be validated, will reject the submission with an opportunity for Court to correct and resubmit.
- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
- Provide training to Court, and include training materials and procedures on the TXCR site for 24/7 access by Court.
- TXCR Contractor will assist Court users by providing a toll-free telephone number and email, Monday through Friday from 7:00am to 8:00pm, except holidays.

Court responsibilities are as follows.

- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

## IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

## V. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of execution and will not expire except upon written request of either party with 30 calendar days' written notice. This contract may only be amended by mutual written agreement of the parties.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

## VI. GENERAL TERMS AND NOTICE

This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

| **Court** | **Department of Public Safety** |
|---|---|
| Attn.: Ana Guillot | Enforcement & Compliance Service<br>Attn: Conviction Reporting<br>5805 North Lamar Blvd., Bldg A<br>Austin, Texas 78752-0001<br>(512) 424-5809 [fax]<br>Data.Submission@dps.texas.gov<br>(512) 424-2031 |
| Address: 3120 North Main Street | |
| Address: Baytown, Texas 77521 | |
| Fax: 281-425-1017 | |
| Email: MunicipalCourt@baytown.org | |
| Phone: 281-427-9511 | |

## VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

| **Court Authorized Signatory** | **Department of Public Safety** |
|---|---|
| Director of Finance | |
| **Signature and Title**<br>**Date:** 7/29/26 | **Signature of Driver License Division Chief or Designee**<br>**Date:** |

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

CITY COUNCIL MEETING 7. p.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance authorizing Change Order No. 2 for the Garth Road Reconstruction Project – Phase A & B with Harper Brothers Construction, LLC
**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA
**Prepared by:** Jamie Wimmer, Public Works/Engineering/BAWA
**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance authorizing Change Order No. 2 for the Garth Road Reconstruction Project – Phase A & B with Harper Brothers Construction, LLC.

### PREFACE

This proposed ordinance authorizes Change Order No. 2 for the Garth Road Reconstruction Project – Phase A & B with Harper Brothers Construction, LLC, in the amount of $34,241.10.

This change order encompasses work that was not included in the original construction contract, therefore compensating the contractor for the additional work to be done. The additional work includes the removal and proper disposal of previously abandoned asbestos cement pipe, replacing the planned lime-treated roadway base with a cement-treated base to improve constructibility, revising drainage structures to address field conditions, and removing existing pavement markings needed for traffic switches during construction. These changes do not add any additional days to the contract time.

The original contract amount was $48,825,786.15. Change Order No. 1 increased the contract by $25,000.00, and Change Order No. 2 will increase it by $34,241.10. The revised total contract amount will be $48,885,027.25. No additional days are being added to this change order.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:** 41163012-56933
**Source of Funds (Operating/Capital/Bonds):** Bonds
**Funds Budgeted Y/N:** Y
**Amount Needed:** $34,241.10
**Fiscal Impact (Additional Information):**
Project Ledger: RDWY1901-2024CONSTRT-CONSTRUCTI-C.O./BONDS

## Attachments

Ordinance Authorizing Change Order No. 2 for the Garth Road Reconstruction Project Phase A&B
Exhibit A - Change Order No. 2 - Harper Brothers Construction, LLC
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 FOR THE GARTH ROAD RECONSTRUCTION PROJECT PHASE A & B WITH HARPER BROTHERS CONSTRUCTION LLC, IN AN AMOUNT OF THIRTY-FOUR THOUSAND TWO HUNDRED FORTY-ONE AND 10/100 DOLLARS ($34,241.10); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

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

Section 1: That the City Council does hereby authorize Change Order No. 2 for the Garth Road Reconstruction Project—Phase A & B Utility with Harper Bothers Construction, LLC, in an amount of THIRTY-FOUR THOUSAND TWO HUNDRED FORTY-ONE AND 10/100 DOLLARS ($34,241.10). A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

**CITY OF BAYTOWN**
**PUBLIC WORKS & ENGINEERING**
**2123 Market St.**
**Baytown, Texas 77520**

# CHANGE ORDER

**Garth Road Reconstruction Project - Phase A & B**

| | | | |
|---|---|---|---|
| **Date of Issuance:** | 5/29/2026 | **Change Order No.:** | **2** |
| **Contractor:** | Harper Brother Construction, LLC | **CoB Project No.:** | **RDWY1901** |
| **Designer:** | Kimley-Horn & Associates, Inc | **P.O. No.:** | **4260009** |

## Explanation:

This change order encompasses the following:

This change order adds a new item to compensate the contractor (Harper Brothers, LLC) for the removal of stockpiled asbestos concrete drainage pipe from a prior contract, that is currently stored along West Archer Road. It also establishes a new cement treated base item to replace the lime treated subgrade items previously under Line Items 27 and 28. It also adds a new precast junction box item and revises existing drainage items associated with the changes resulting from Reqest for Information (RFI) #19. In addition, it adds compensation to the contractor for the elimination of existing pavement markings throughout the project limits. No contract time adjustments will be made as part of this change order.

The project provides for the full reconstruction and widening of the Garth Road facility consisting of grading, lime-treated subgrade, cement-treated base, asphalt pavement, continuous reinforced concrete pavement, inlets, storm sewers, culverts, illumination, signals, signing, and pavement markings, The contractor, Harper Brothers Construction, LLC ("HB"), remains on-site and continues to perform the contract according to the plans and the TxDOT 2024 Standard Specifications, TxDOT controlling CSJ is 0912-72-359. All change order work is within the project limits.

**1. Disposal of Asbestos-Cement Waterline Pipe**

At the beginning of the project, Harper Brothers Construction, LLC ("HB") identified a stockpile of asbestos cement ("A/C") waterline pipe located along West Archer Road, near the project field office at 1210 West Archer Road. The City confirmed that this material was left in place under a previous contract that was terminated prior to the start of the HB contract for Garth Road Project, Phase A & B. As such, the stockpiled A/C pipe was not included in the original contract scope or associated bid quantities for the current project.

While the Garth Road Project does include contract items for the removal and disposal of A/C waterline pipe encountered as part of the planned construction work, the existing stockpiled material was separate from those anticipated quantities and was not accounted for in the original HB contract.

Because the removal and disposal of A/C material requires a specialized contractor licensed to handle hazardous materials, the City determined that the most efficient and expedient approach was to add the disposal of this existing stockpiled material to the current HB contract. Incorporating this additional work into the project will allow the material to be removed more quickly and in coordination with ongoing project activities, while ensuring proper handling and disposal in accordance with applicable requirements.

The City requested pricing from HB on March 10, 2026, and received a response on April 13, 2026. Upon review, the City has determined the submitted pricing to be fair and reasonable for the proposed scope of work.

Harper Brothers will remove all A/C pipe currently stored along West Archer Road in accordance with the safety practices outlined in the American Water Works Association publication “Work Practices for A/C Pipe.” (Line Item #240.1). All recommended procedures within this publication must be strictly followed. Compensation for this work will be made on a lump sum basis for the complete disposal of all asbestos cement pipe currently stored along West Archer Road.

**2. Cement Treated Base (CTB) in Lieu of Lime treated Subgrade (LTS)**

The proposed roadway typical section depicted in the plans consists of a 6-inch lime treated subgrade (LTS), a 6-inch cement treated base (CTB), a 1-inch asphalt bond breaker, an 11-inch continuously reinforced concrete pavement (CRCP), and Cement Stabilized Backfill (Line Item 62). These components are quantified and incorporated into the overall estimated quantities for the roadway items. However, plan sheet 13 includes a typical section applicable to all areas where the top of the proposed reinforced box culverts (RCB) extends into the planned 6-inch LTS. In these locations, the typical section indicates that the LTS is to be omitted over the RCB and for 10 feet on either side, and instead replaced with a thickened section of cement treated base. Furthermore, this detail specifies that any additional CTB required shall be considered subsidiary to Line Items 68 & 69.

After reviewing the standard section and mapping of its application on the project plans, it was observed that only a narrow area along the center of the roadway is not covered by this detail. This segment, which varies in width, is generally estimated to be between 11 and 15 feet wide. Due to the limited quantity and logistical challenges associated with LTS placement, Harper Brothers Construction submitted a request for approval to use CTB instead of LTS throughout the project limits. This change eliminates all LTS installation from the scope of the project and establishes a revised typical section consisting of two 6-inch layers of CTB, a 1-inch bond breaker, and an 11-inch CRCP. The city reviewed this request and has approved the proposal.

To comply with TxDOT testing requirements and maintain accurate project documentation, the city will issue a change order to replace the two Line Items (27 & 28) related to LTS installation with one new line item for 6" cement treated base (Line Item 29.1). The unit cost is set to match the Square Yard (SY) cost of lime treated subgrade, as this change to the typical section is intended for contractor convenience rather than correcting any issues in the plans that would prevent installation as originally specified.

**3. Drainage Revisions Associated with Reqest for Information #19 (RFI #19)**

The original storm sewer plan sheets showed Trunk Lines B and D connecting directly into the proposed cross culvert at Independence Boulevard without the use of junction boxes. However, no connection detail was provided in the plans for these tie-ins. As a result, the contractor submitted RFI #19 requesting clarification of the Engineer of Record's (EOR) intent and asking that a connection detail be provided. At the time RFI #19 was submitted, the contractor had already begun installation of the Independence Boulevard cross culvert and requested an expedited response in order to avoid impacts to production. Due to the time required to fully design and detail the proposed connections, the EOR determined that the original concept could not be completed within the contractor's schedule. To prevent delays to ongoing work, the EOR elected to revise the design and utilize precast junction boxes at the two Phase 1 connection locations associated with Trunk Lines B and D.

The revised plan sheets were issued to the contractor as part of the official RFI #19 response on April 5, 2026. Included in the revisions was the elimination of the proposed cross connection at Sta. 182+00 between Trunk Lines C and D. This connection was removed in an effort to help offset costs associated with the addition of the junction boxes.

Where applicable, existing contract items will be utilized to compensate for the adjustments associated with RFI #19 (Line Items 68,69,83). However, a new contract item will need to be established for the proposed 13' x 13' junction box (Line Item 84.5), as no comparable item currently exists within the contract. The contractor subsequently submitted a detailed cost breakdown outlining the labor, equipment, and materials required for installation of the proposed 13' x 13' junction box. After review, the City has determined the submitted pricing to be fair and reasonable for the scope of work involved.

**4. Elimination of Existing Pavement Markings Throughout the Project Limits**

After completion of the traffic switch into the Phase 1 Step 3/4 configuration striping, the subcontractor, Traffic Signs & Lines (TS&L), notified the prime contractor that the existing contract did not include compensation for the removal of existing pavement markings required to facilitate the traffic transition. The work proceeded while field personnel monitored and documented the removal activities to ensure accurate records of the work performed and quantities involved were maintained. Following completion of the traffic switch, TS&L submitted a formal change order request seeking the addition of contract pay items specifically associated with the removal of existing pavement markings. The proposed change order and associated quantities were subsequently reviewed by the Engineer of Record (EOR), Kimley-Horn, to verify the legitimacy and extent of the additional work.

As part of this review process, the EOR not only evaluated the quantities submitted by TS&L for the recently completed Phase 1 Step 3/4 traffic switch, but also performed a comprehensive forward-looking quantity analysis for future traffic control phases anticipated throughout the project. This expanded review ensured that all anticipated pavement marking removal quantities associated with upcoming traffic switches were identified and incorporated in advance, reducing the likelihood of future discrepancies or repeated contract modifications. The final approved quantities therefore accounted for both the work already completed during the Phase 1 Step 3/4 switch and the anticipated removals required for subsequent traffic phase transitions.

The city reviewed the quantities as well as the submitted pricing from the sub-contractor (TS&L) and has determined the submitted pricing to be fair and reasonable for the proposed scope of work (Line Items 21.1, 21.2. 21.3, 21.4, 21.5).

The unit cost established as part of this change order is full compensation for the elimination method used and materials, equipment, tools, labor, and incidentals. Removal of the Raised Pavement Makers (RPMs) is included in the contractors pricing, and will not be an additional cost.

- Change Order 2 will result in the addition of new items:
  - Line Item #29.1 – 276 - CEM TRT(PLNT MX)(CL N)(TY E)(GR 4)(6")(CO-02), with a unit cost of $12.82, and a total quantity of 67,682.00 SY. All work paid under this item is to be performed in accordance with Item 276 of 2024 TxDOT specifications.
  - Line Item #84.5 – 465 – JCT BOX (COMPL)(SPL)(13'X13'), with a unit cost of $64,017.51, and a total quantity of 1 EA. All work paid under this item is to be performed in accordance with Item 465 of 2024 TxDOT specifications.
  - Line Item #240.1 – COB – DISPOSE EXISTING ASBESTOS CEMENT (A/C) PIPE, with a unit cost of $8,287.81, and a total quantity of 1 LS. All Work paid under this item is to be performed in accordance with City of Baytown Specification 2510 - Water Mains.
  - Line Item #21.1 - 677 - ELIM EXIST PAV MRK & MRKS (4"), paid for by the LF with a quantity of 20,905 LF and a unit price of $0.48/LF.
  - Line Item #21.2 - 677 - ELIM EXIST PAV MRK & MRKS (8"), paid for by the LF with a quantity of 1,899 LF and a unit price of $0.95/LF.
  - Line Item #21.3 - 677 - ELIM EXIST PAV MRK & MRKS (24"), paid for by the LF with a quantity of 667 LF and a unit price of $3.18/LF.
  - Line Item #21.4 - 677 - ELIM EXIST PAV MRK & MRKS (ARROW), paid for by the EA with a quantity of 27 EA and a unit price of $68.93/EA.
  - Line Item #21.5 - 677 - ELIM EXIST PAV MRK & MRKS (WORD), paid for by the EA with a quantity of 13 EA and a unit price of $68.93/EA.

- Change Order 2 will result in the adjustment to the following existing items
  - Line Item #27 – 260 – LIME TRT (EXIST MATL)(6")
  - Line Item #28 – 260 – LIME (COM OR QK)(SLURRY) OR QK(DRY)
  - Line Item #62 - 400 - CEM STABIL BKFL
  - Line Item #68 – 462 – CONC BOX CULV (8 FT X 4 FT)
  - Line Item #69 – 462 – CONC BOX CULV (10 FT X 5 FT)
  - Line Item #83 – 465 – JCT BOX (COMPL)(SPL)(11'X11')

Modified Plan Sheets: 24, 216, 217, 218, 219
Added Plan Sheets: 274A, 274B

The revisions covered by this change order are estimated to overrun the funds authorized for this project by $34,241.10.
This change order has been discussed with the appropriate personnel from the City of Baytown and is being submitted for approval.

| | **Description of Work** | **Cost** | **Time** |
|---|---|---|---|
| 1 | Line Item #27 – 260 – LIME TRT (EXIST MATL)(6") | $ (541,456.00) | 0 Days |
| 2 | Line Item #28 – 260 – LIME (COM OR QK)(SLURRY) OR QK(DRY) | $ (326,600.00) | 0 Days |
| 3 | Line Item #29.1–276–CEM TRT(PLNT MX)(CL N)(TY E)(GR 4)(6")(CO-02) | $ 867,683.24 | 0 Days |
| 4 | Line Item #62 – 400 – CEM STABIL BKFL | $ (5,603.50) | 0 Days |
| 5 | Line Item #68 – 462 – CONC BOX CULV (8 FT X 4 FT) | $ (32,630.56) | 0 Days |
| 6 | Line Item #69 – 462 – CONC BOX CULV (10 FT X 5 FT) | $ (57,826.72) | 0 Days |
| 7 | Line Item #83 – 465 – JCT BOX (COMPL)(SPL)(11'X11') | $ 41,652.61 | 0 Days |
| 8 | Line Item #84.5 – 465 – JCT BOX (COMPL)(SPL)(13'X13') | $ 64,017.51 | 0 Days |
| 9 | Line Item #240.1 – COB – DISPOSE EXISTING ASBESTOS CEMENT (A/C) PIPE | $ 8,287.81 | 0 Days |
| 10 | Line Item #21.1 – 677 – ELIM EXIST PAV MRK & MRKS (4") | $ 10,034.40 | 0 Days |
| 11 | Line Item #21.2 – 677 – ELIM EXIST PAV MRK & MRKS (8") | $ 1,804.05 | 0 Days |
| 12 | Line Item #21.3 – 677 – ELIM EXIST PAV MRK & MRKS (24") | $ 2,121.06 | 0 Days |
| 13 | Line Item #21.4 – 677 – ELIM EXIST PAV MRK & MRKS (ARROW) | $ 1,861.11 | 0 Days |
| 14 | Line Item #21.5 – 677 – ELIM EXIST PAV MRK & MRKS (WORD) | $ 896.09 | 0 Days |

**Please attach back-up documentation**

| **Cost & Time Change Summary** | **Cost** | **Time** |
|---|---|---|
| Original Contract: | $ 48,825,786.15 | 845 Days |
| Previous Change Order(s): | $ 25,000.00 | 0 Days |
| Contract prior to this change order: | $ 48,850,786.15 | 845 Days |
| Net increase (decrease) from this change order | $ 34,241.10 | 0 Days |

**Revised Contract:** **$ 48,885,027.25** **845** Days

Percent increase (decrease) this Change Order + 0.070%

Percent increase (decrease) all Change Orders + 0.121%

RECOMMENDED:

By: _____ Date: 07/23/2026

Design Engineer

RE 08/05/2026

RECOMMENDED:

By: _____ Date: 8/7/2026

Carol Haddock, P.E., Director, Public Works & Engineering

ACCEPTED*:

By: Cory Halley Date: 07/29/2026

Contractor

FINANCE APPROVAL:

By: _____ Date: 08/10/26

Teresa McKenzie, Chief Financial Officer

RECOMMENDED:

By: _____ Date: 07/29/2026

Project Manager

APPROVED:

By: _____ Date: _____

Jason E. Reynolds, City Manager

VERIFIED:

By: _____ Date: 08/3/2026

Business Asset Team Member

*Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes included all costs associated with this Change Order.

No work is to be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in the change order until the Contractor's pay estimate is updated.

Revise the project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the following changes identified for the contract value and/or contract time shown, are made part of the contract.

# Attachment A

# Change Order Quantity Summary

**City of Baytown - Garth Rd. Phase A&B**
**RDWY 1901**
**CSJ #0912-72-359**

**Change Order #002 - Unit Cost Breakdown**

| Line Number | Item Code | Description | Current Quantity | Unit Price | Unit | Total Qty Change | Revised Quantity | CO Extension |
|---|---|---|---|---|---|---|---|---|
| 27 | 260 | LIME TRT (EXIST MATL)(6") | 67,682.00 | 8.00 | SY | (67,682.00) | - | $ (541,456.00) |
| 28 | 260 | LIME (COM OR QK)(SLURRY) OR QK(DRY) | 920.00 | 355.00 | TON | (920.00) | - | $ (326,600.00) |
| 62 | 400 | CEM STABIL BKFL | 17,175.00 | 70.00 | CY | (80.05) | 17,094.95 | $ (5,603.50) |
| 68 | 462 | CONC BOX CULV (8 FT X 4 FT) | 1,956.00 | 709.36 | LF | (46.00) | 1,910.00 | $ (32,630.56) |
| 69 | 462 | CONC BOX CULV (10 FT X 5 FT) | 4,903.00 | 1,032.62 | LF | (56.00) | 4,847.00 | $ (57,826.72) |
| 83 | 465 | JCT BOX (COMPL)(SPL) (11'x11') | 1.00 | 41,652.61 | EA | 1.00 | 2.00 | $ 41,652.61 |
| | | | | | | | | |
| 29.1 | 276 | CEM TRT(PLNT MX)(CL N)(TY E)(GR 4)(6")(CO-02) | - | $ 12.82 | SY | 67,682.00 | 67,682.00 | $ 867,683.24 |
| 84.5 | 465 | JCT BOX (COMPL)(SPL)(13'X13') | - | $ 64,017.51 | EA | 1.00 | 1.00 | $ 64,017.51 |
| 240.1 | COB | DISPOSE EXISTING ASBESTOS CEMENT (AC) PIPE | - | $ 8,287.81 | LS | 1.00 | 1.00 | $ 8,287.81 |
| | | | | | | | | |
| | | | | | | | **TOTAL:** | **$ 17,524.39** |

**City of Baytown - Garth Rd. Phase A&B**
**RDWY 1901**
**CSJ #0912-72-359**

**Change Order #003 - ELIMINATE EXISTING STRIPING**

| Line Number | Item Code | Description | Current Quantity | Unit Price | Unit | Total Qty Change | Revised Quantity | CO Extension |
|---|---|---|---|---|---|---|---|---|
| 21.1 | 677 | ELIM EXIST PAV MRK & MRKS (4") | - | $ 0.48 | LF | 20,905.00 | 20,905.00 | $ 10,034.40 |
| 21.2 | 677 | ELIM EXIST PAV MRK & MRKS (8") | - | $ 0.95 | LF | 1,899.00 | 1,899.00 | $ 1,804.05 |
| 21.3 | 677 | ELIM EXIST PAV MRK & MRKS (24") | - | $ 3.18 | LF | 667.00 | 667.00 | $ 2,121.06 |
| 21.4 | 677 | ELIM EXIST PAV MRK & MRKS (ARROW) | - | $ 68.93 | EA | 27.00 | 27.00 | $ 1,861.11 |
| 21.5 | 677 | ELIM EXIST PAV MRK & MRKS (WORD) | - | $ 68.93 | EA | 13.00 | 13.00 | $ 896.09 |
| | | | | | | | | |
| **TOTAL:** | | | | | | | | **$ 16,716.71** |

| Unit Cost Calcs | | | | | | | |
|---|---|---|---|---|---|---|---|
| Item | | | Sub Markup | | Bond | | Total Unit Cost |
| | | | Sub unit Cost | 5% | Sub unit cost + 5% markup | 1% | |
| 21.1 | 677 | ELIM EXIST PAV MRK & MRKS (4") | 0.45 | 0.0225 | 0.4725 | 0.004725 | **0.48** |
| 21.2 | 677 | ELIM EXIST PAV MRK & MRKS (8") | 0.9 | 0.045 | 0.945 | 0.00945 | **0.95** |
| 21.3 | 677 | ELIM EXIST PAV MRK & MRKS (24") | 3 | 0.15 | 3.15 | 0.0315 | **3.18** |
| 21.4 | 677 | ELIM EXIST PAV MRK & MRKS (ARROW) | 65 | 3.25 | 68.25 | 0.6825 | **68.93** |
| 21.5 | 677 | ELIM EXIST PAV MRK & MRKS (WORD) | 65 | 3.25 | 68.25 | 0.6825 | **68.93** |

# 1. Disposal of Asbestos-Cement Waterline Pipe

# Contractor Pricing Submittal

## Bryce Watson

**From:** Cory Halley <Cory.Halley@harperbro.com>
**Sent:** Monday, April 13, 2026 1:20 PM
**To:** Bryce Watson; Javier Sauceda
**Cc:** Brian Hancock
**Subject:** Force Account AC Pipe Removal
**Attachments:** AC Pipe Removal.xlsx; HOUP000543 ADDTITONAL PIPE REMOVAL.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

External email

Bryce,

Please see the attached for the additional Ac Pipe Removal.

Thanks

**Cory Halley**
**Project Manager**
**1310 Rankin RD, Suite 200 Houston, TX 77073**
**C:817.751.8412**

HARPER BROTHERS CONSTRUCTION

# CHANGE ORDER

**Project:** Garth Rd Phase A&B
**Control:** 0912-72-359
**Scope of Work:** Removal of AC Pipe

| HBC LABOR ITEMS | QUANTITY | UOM | MANHOURS | HOURLY RATE | COST |
|---|---|---|---|---|---|
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
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| | | | | | $ - |
| | | | SUBTOTAL HBC LABOR: | | $ - |
| | | | BURDEN @: | 55.00% | $ - |
| | | | LABOR MARK-UP: | 25.00% | $ - |
| | | | | TOTAL TSC LABOR: | $ - |

| HBC MATERIAL ITEMS | QUANTITY | UOM | | UNIT COST | COST |
|---|---|---|---|---|---|
| | | | | | $ - |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | $ - |
| | | | SUBTOTAL TSC MATERIAL: | | $ - |
| | | | MATERIAL MARK-UP: | 25.00% | $ - |
| | | | | TOTAL TSC MATERIAL: | $ - |

| HBC EQUIPMENT ITEMS | QUANTITY | | HOURS | HOURLY RATE | COST |
|---|---|---|---|---|---|
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
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| | | | | | $ - |
| | | | | | $ - |
| | | | SUBTOTAL TSC EQUIPMENT: | | $ - |
| | | | EQUIPMENT MARK-UP: | 15.00% | $ - |
| | | | | TOTAL TSC EQUIPMENT: | $ - |

| SUBCONTRACTOR ITEMS | QUANTITY | UOM | | UNIT COST | COST |
|---|---|---|---|---|---|
| Remove Additional Asbestos containing pipe | 1.00 | LS | | $ 7,815.00 | $ 7,815.00 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | SUBTOTAL SUBCONTRACTOR: | | $ 7,815.00 |
| | | | SUBCONTRACTOR MARK-UP: | 5.00% | $ 390.75 |
| | | | | TOTAL SUBCONTRACTED ITEMS: | $ 8,205.75 |

| | | |
|---|---|---|
| TOTAL HBC ITEMS: | | $ - |
| TOTAL SUBCONTRACTOR ITEMS: | | $ 8,205.75 |
| SUBTOTAL | | $ 8,205.75 |
| BOND | 1% | $ 82.06 |
| **TOTAL** | | **$ 8,287.81** |

1 PRIORITY
ENVIRONMENTAL SERVICES
ABATEMENT • IAQ • DECONTAMINATION

# REQUEST FOR CHANGE ORDER

Job Number: HOUP000543 Change Order Number: 01 Date: 04/06/26

Project Name: Baytown Pipeline abatement

Job Address: Baytown

Customer Name: Harper Brothers

This Change Order is subject to the terms and conditions as set out in the Contract Agreement for this project. The following changes to the Scope of Work and Price modifications are as listed below:

**Changes to the Scope of Work:**

**Change Item 1:** Remove additional asbestos containing pipe. 1 Priority will provide labor and disposal including prep of the dumpster. Client (harper brothers) will provide equipment to load pipe ACM pipe into dumpster.

**Change Item 1** will (increase) (~~decreased~~) (~~unchanged~~) the total duration by 1-2 workday(s). Workdays are consistent with original proposal or contact.

**Price Information:**

| | |
|---|---|
| Original Contract Value: | $98,569.00 |
| Previously Authorized Change Orders: | $0,000.00 |
| RFCO #-Item 1: | +$7,815.00 |
| Contract Value including requested changes: | $106,384.00 |

**CUSTOMER**

Print: **Signature:** Date

**1 PRIORITY ENVIRONMENTAL SERVICES, LLC.**

Name: Joe Ramirez **Signature:** Joe Ramirez Date: 04/06/26



1 Priority Environmental Services, LLC., 4028 Daley Ave, Fort Worth, Texas 76180
24-Hour Emergency (866) 595-0790 · (817) 595-0790 Office · (817) 595-4480 Fax
www.go1priority.com

# City Request for Pricing Submittal from Contractor

## Bryce Watson

**From:** Cory Halley <Cory.Halley@harperbro.com>
**Sent:** Tuesday, March 10, 2026 12:46 PM
**To:** Bryce Watson; Brian Hancock
**Cc:** danielle.cain; Johana.Campos-Estrada; Monica.Cisneros; Javier Sauceda; Denise Schott; Christopher Scullion; Rafael.Errisuriz
**Subject:** Re: Harth Rd. Phase A&B - Disposal of Asbestos Pipe

External email

Yes, sir, not a problem. I will review and get back to you.

Thanks

---

**From:** Bryce Watson <BWatson@bgeinc.com>
**Sent:** Tuesday, March 10, 2026 12:20 PM
**To:** Brian Hancock <brian.hancock@harperbro.com>; Cory Halley <cory.halley@harperbro.com>
**Cc:** danielle.cain <danielle.cain@baytown.org>; Johana.Campos-Estrada <johana.campos-estrada@baytown.org>; Monica.Cisneros <monica.cisneros@baytown.org>; Javier Sauceda <JSauceda@bgeinc.com>; Denise Schott <dschott@bgeinc.com>; Christopher Scullion <CScullion@bgeinc.com>; Rafael.Errisuriz <rafael.errisuriz@baytown.org>
**Subject:** Harth Rd. Phase A&B - Disposal of Asbestos Pipe

Brian/Cory,

As we discussed during the progress meeting yesterday, the city would like to request that Harper submit pricing to dispose of the asbestos pipe currently stored on the South side of Archer Rd. near the field office. The intent is to add this scope of work to the contract via change order.

Let me know if you have any questions.

Thanks,

Serving.
Leading.
Solving.™

**Bryce Watson, P.E.**
*Project Manager, Construction Management*

**BGE, Inc.**
10777 Westheimer Suite 400
Houston, TX 77042
bwatson@bgeinc.com
+1 (346) 320-1383 p
+1 (806) 676-3715 m
www.bgeinc.com

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# Applicable Specification Items

# City of Baytown Item 2510

**Section 02510**

**WATER MAINS**

## 1.0 GENERAL

### 1.01 SECTION INCLUDES

A. Installation of water mains, including valves, fire hydrants, wet connections, cut and plug of mains, disinfection, and hydrostatic testing for pipelines.

B. References to Technical Specifications:

1. Section 01200 - Measurement and Payment Procedures
2. Section 01350 - Submittals
3. Section 02514 - Fire Hydrant Assembly
4. Section 03300 - Cast-in-Place Concrete
5. Section 02512 - Polyethylene Wrap
6. Section 02417 - Augering Pipe for Water Lines
7. Section 02515 - Water Tap and Service Line Installation
8. Section 02318 - Excavation and Backfill for Utilities
9. Section 02980 - Pavement Repair
10. Section 01450 - Testing Laboratory Services
11. Section 02634 - Ductile Iron Pipe and Fittings

C. Referenced Standards:

1. Texas Commission on Environmental Quality (TCEQ)
2. American Water Works Association (AWWA)
3. American Society for Testing and Materials (ASTM)

### 1.02 MEASUREMENT AND PAYMENT

A. Measurement for water mains open cut or augered, with or without casing is on a linear foot basis for each size of pipe installed.
Mains: Measure along axis of pipe and include fittings and valves.
Branch Pipe: Measure from axis of main to end of branch.

B. Refer to Section 01200 – Measurement and Payment Procedures.

### 1.03 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Pipe shall bear Underwriter's Laboratories (UL) or Factory Mutual (FM) label.

2. Pipe material acceptable without penalty to State's community fire insurance rating agency.

3. System acceptable to City and TCEQ.

4. Bacteriological disinfection acceptable to local health officials and Texas Department of Health, and TCEQ.

5. Water taps and draws off lines in compliance with local municipal specifications and regulations.

## 1.04 SUBMITTALS

A. Make Submittals required by this Section under the provisions of Section 01350 – Submittals.

B. Product Data:

1. Obtain from pipe manufacturer installation instructions, manuals, and printed recommendations, except for Owner furnished pipe.

2. Retain product data on job site for reference.

3. Submit certified record of tests of pipe, fittings, or valves upon request of Engineer.

4. Submit hydrant manufacturer flow and friction loss curve.

C. Samples:

1. Notify City when system is pressure tested and disinfected. City will take all samples for bacteriological testing as required by TCEQ.

## 1.05 PRODUCT HANDLING

A. Deliver pipe to trench in sound, undamaged condition.

B. Cut pipe neatly avoiding sharp, ragged, or unbeveled, plain ends and do not damage lining by cutting.

C. Remove damaged or rejected materials from project site.

## 1.06 ENVIRONMENTAL REQUIREMENTS

A. Do not lay pipe when it is raining or when trench is muddy, soft, or contains standing water.

## 2.0 PRODUCTS

### 2.01 POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

A. Conform to requirements of Section 02534 - PVC Pipe. All pipe used for water mains shall be blue.

### 2.02 HIGH DENSITY POLYETHYLENE

A. Conform to requirements of Section 02532W - HDPE

### 2.03 STEEL PIPE AND FITTINGS FOR LARGE DIAMETER WATER LINES

A. Conform to requirements of Section 02513 - Steel Pipe and Fittings for Large Diameter Water Lines.

### 2.04 DUCTILE IRON PIPE AND FITTINGS

A. Conform to requirements of Section 02634 - Ductile Iron Pipe and Fittings.

### 2.05 FIRE HYDRANTS

A. Conform to requirements of Section 02514 - Fire Hydrant Assembly.

### 2.06 VALVES

A. General: Conform to requirements of Section 02541 – Water and Wastewater Line Valves.

1. Manual operators:
   a. Provide hand wheel manual operators for in-plant valves.
   b. Equip buried valves with 2 in. square operating nuts.
2. Furnish no less than one operating key with each lot of 10 buried valves with nut operators.
3. Rotation:
   a. Direction: OPEN COUNTERCLOCKWISE (OPEN LEFT).
4. Shop coating:
   a. Shop coat ferrous metal surfaces of valves both interior and exterior for corrosion protection.
   b. Protect internal and external iron surfaces of valves with coating of 4 mils of two-part thermosetting epoxy: AWWA C 550.
5. Working and test pressures:
   a. Valves 2 in. through 12 in.: 200 psi working pressure, 400 psi hydrostatic test pressure.
   b. Valves 14 in. through 36 in.: 150 psi working pressure, 300 psi hydrostatic test pressure.

B. Gate Valves (2 in. Through 36 in.):

1. Buried valves:

a. Comply with AWWA C500, non-rising stem (NRS); resilient wedge.

b. Epoxy-coated ductile iron body and bonnet, inside screw.

c. Bronze: Seat and disc rings, stem and mountings, and disc wedges.

d. "O" ring sealed stem and 2 in. square operating nut.

e. Valves 2 in. through 12 in.: Vertical type without by-passes.

f. Valves 16 in. through 36 in.: Horizontal type with enclosed steel bevel gears resilient wedge, standard size by-pass valves.

g. Stuffing box and bonnet bolts and nuts to be 304 stainless steel.

h. Install in section of horizontal pipe.

i. Mechanical joint ends with gasket complying with AWWA C 111.

j. Acceptable product:
1) East Jordan, American Flow Control, Mueller Co. “A-2380 Series"

C. Tapping Valves and Tapping Sleeves:

1. Tapping sleeves shall be solid stainless steel and valves shall conform with all others as mentioned above.

D. Valve Boxes:

1. Cast iron, threaded screw extension sleeve type, adjustable suitable for depth of cover over pipe, with base and cover.

2. 3/16 in. thick, 5 in. diameter minimum.

3. Provide with suitable cast iron bases and covers.

4. Covers: Cast name designating type of service, e.g., "WATER" for water service.

## 2.07 RELATED MATERIALS

A. Concrete: As specified in Section 03300 – Cast-in-Place Concrete.

B. Meter Box:
   1. Cast iron to Owner's dimensions: ASTM A 48.

C. The service line between Curb stop and Corporation Stop shall be CTS Polyethylene, SDR – 9.

D. Corporation and Curb Stops and Fittings: ASTM B 62, NSF 61 lead free

## 3.0 EXECUTION

A. Conform to requirements in Section 02534 - PVC Pipe, Section 02634 - Ductile Iron Pipe and Fittings, Section 02532W – HDPE, Section 02635 Steel Pipe and Fittings, and Section 02513 - Steel Pipe and Fittings for Large Diameter Water Lines.

## 3.02 PREPARATION

A. Thoroughly clean pipe interiors of foreign matter before being lowered into trench.

B. Clean hydrant and valve interiors of foreign matter before installation.

C. Employ workmen who are skilled and experienced in laying pipe of type and joint configuration being furnished. Provide watertight pipe and pipe joints.

D. Lay pipe to lines and grades shown on Drawings and Details.

E. If asbestos-cement (A.C.) pipe is encountered, follow safety practices outline in American Water Works Association's publication, "Work Practices for A/C Pipe". Strictly adhere to "recommended practices" contained in this publication and make them "mandatory practices" for this project.

F. For pipe diameters 36 inches and greater, clearly mark each section of pipe and fitting with unique designation on inside of pipe along with pressure class. Locate unique identifying mark minimum of five feet away from either end of each section of pipe. Provide one unique identifying mark in middle of each fitting. Place markings at consistent locations. Use permanent black paint and minimum letter height of 4 inches to mark designations.

G. Contractor is responsible for assuring chosen manufacturer fulfills requirements for extra fittings and, therefore, is responsible for costs due to downtime if requirements are not met.

## 3.03 INSTALLATION

A. Inspection:

   1. Carefully examine each piece of pipe for soundness and specifications compliance after delivery at trench before placing in trench.

2. Remove rejected pipe and fittings from site of work and replace with sound pipe.

3. Pipe and fittings will be rejected because of any of the following:

   a. Cracks in pipe or fittings.
   b. Damaged or cracked ends.
   c. Damaged gaskets or gasket grooves.
   d. Less than minimum wall thickness.
   e. Defects and deformations.

B. Cleaning:

1. Clean interior of pipe and fittings of foreign matter before laying.

2. Keep interiors and ends clean during installation.

3. Keep joint contact surfaces clean during installation.

4. Take precautions to prevent foreign material from entering pipe during installation.

5. Do not place rubbish, tools, rags, or other materials in pipe.

6. Whenever pipe laying is stopped, place plugs in uncompleted ends of pipe.

C. Installation:

1. Install pipe, couplings, and fittings in accordance with pipe manufacturer's recommendations. Conform to applicable installation specifications for types of pipes use.

2. Install gaskets and lubricants as recommended by manufacturer.

3. Full length of each barrel of pipe shall rest solidly on pipe bed with recesses excavated to accommodate bells and joints.

4. Take up and relay pipe that has grade or joint disturbed.

5. Do not joint pipe with water in trench.

6. Keep water out of trench until jointing is completed.

7. Do not lay water pipe closer than 10 ft. horizontally from sanitary sewer.

8. Do not locate joints at cross-overs with sanitary sewers closer than 9 ft. from cross-over point.

9. Where water lines cross sanitary sewers, construct in accordance with the City of Baytown Engineering Design Criteria Manual for water line or TCEQ standards whichever is more stringent10. Where pipe ends are left for future connections, install valve and plug or cap end. Forty feet minimum line section required between valves and plug or cap end.

11. Install concrete thrust blocking at bends and tees and at ends of lines to provide adequate reaction backing.

12. Lay not more than 100 feet of pipe in trench ahead of backfilling operations.

13. Dig trench proper width as shown in details. When trench width below top of pipe becomes 4 feet wider than specified, install higher class of pipe or improved bedding, as determined by Engineer. No additional payment will be made for higher class of pipe or improved bedding.

14. Use adequate surveying methods and equipment; employ personnel competent in use of this equipment. Horizontal and vertical deviations from alignment as indicated on Drawings shall not exceed 0.10 feet. Measure and record "as built" horizontal alignment and vertical grade at maximum of every 100 feet on record drawings.

15. Before assembling couplings, lightly coat pipe ends and outside of gaskets per manufacturer's specification.

16. Prevent damage to coating when placing backfill. Use backfill material free of large rocks or stones, or other material which could damage coatings.

D. Setting Valves, Valve Boxes and Fire Hydrants:

1. Set plumb.

2. Center valve boxes on valves.

3. Where feasible, locate valves outside area of roads and streets.

4. Carefully tamp back fill around each valve box to distance of 4 ft. on all sides or to undisturbed trench face if less than 4 ft.

5. Set hydrants at elevation so that connecting pipe will not have less cover than mains.

6. Set hydrants on concrete pad.

7. Depth of bury of hydrant is defined as distance from bottom of inlet pipe to ground line.

8. Place concrete thrust block back of hydrant opposite pipe connections set against vertical face of trench to prevent from blowing off line.

9. Use 5/8 in. stock stainless steel bridle rods and rod collars.

10. Place not less than 5 cu. ft. of broken stone around base of hydrant to ensure drainage.

11. Compact backfill to grade in accordance with specification section 02318 – Excavation and Backfill for Utilities

12. Tighten stuffing boxes.

13. Test hydrant and valve in opened and closed position to ensure that parts are in working condition.

E. Joints and Jointing:

1. Rubber Gasketed Bell-and-Spigot Joints for PVC, Steel, and Ductile Iron Pipe:

2. a. After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.

b. Lubricate gaskets per manufacturer's specification.

c. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.

d. After pipe sections are joined, check gaskets to ensure that no displacement of gasket has occurred. If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, inspect for damage and replace if necessary before remaking joint.

e. Where preventing movement of 16-inch diameter or greater pipe is necessary due to thrust, use restrained joints as shown on Drawings.

1) Include buoyancy conditions for soil unit weight when computing thrust restraint calculations.

2) Do not include passive resistance of soil in thrust restraint calculations.

f. Except for PVC pipe, provide means to prevent full engagement of spigot into bell as shown on Drawings. Means may consist of wedges or other types of stops as approved by Engineer.

2. Flanged Joints where required on Ductile Iron Pipe, or Steel Pipe:

   a. AWWA C 207. Prior to installation of bolts, accurately center and align flanged joints to prevent mechanical pre-stressing of flanges, pipe and equipment. Align bolt holes to straddle vertical, horizontal or north-south center line. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.

   b. Use full-face gaskets for flanged joints. Provide 1/8-inch-thick cloth inserted rubber gasket material. Cut gaskets at factory to proper dimensions.

   c. Use stainless steel nuts and bolts to match flange material. Use stainless steel nuts and bolts underground. Tighten bolts progressively to prevent unbalanced stress. Maintain at all times approximately same distance between two flanges at points around flanges. Tighten bolts alternately (180° apart) until all are evenly tight. Draw bolts tight to ensure proper seating of gaskets.

   d. Full length bolt isolating sleeves and washers shall be used with flanged connections.

   e. For in-line flange joints 30 inches in diameter and greater and at butterfly valve flanges, provide Pyrox G-10 with nitrite seal, conforming to ANSI A 21.11 mechanical joint gaskets. For in-line flange joints sized between 12 inches in diameter and greater and 24 inches in diameter and smaller, provide Phenolic PSI with nitrite seal gasket conforming to ANSI A 21.11 mechanical joint gaskets.

3. Welded Joints (Steel Pipe):

   a. Prior to starting work, provide certification of qualification for welders employed on project for type of work procedures and positions involved.

   b. Joints: AWWA C 206. Full-fillet, single lap-welded slip-type either inside or outside, or double butt-welded type; use automatic or hand welders; completely penetrate deposited metal with base metal; use filler metal compatible with base metal; keep inside of fittings and joints free from globules of weld metal which would restrict flow or become loose. Do not use mitered joints. For interior welded joints, complete backfilling before welding. For exterior field-welded joints, provide adequate working room under and beside pipe. Use exterior welds for 30-inch and smaller.

c. Furnish welded joints with trimmed spigots and interior welds for 36-inch and larger pipe.

d. Bell-and-spigot, lap-welded slip joints: Deflection may be taken at joint by pulling joint up to 3/4 inch as long as 1 ½ inch minimum lap is maintained. Spigot end may be miter cut to take deflections up to 5 degrees as long as joint tolerances are maintained. Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 5 degrees.

e. Align piping and equipment so that no part is offset more than 1/8 inch. Set fittings and joints square and true, and preserve alignment during welding operation. For butt welded joints, align abutting ends to minimize offset between surfaces. For pipe of same nominal wall thickness, do not exceed 1/16 inch offset. Use line-up clamps for this purpose; however, take care to avoid damage to linings and coatings.

f. Protect epoxy or cement lining during welding by draping an 18-inch wide strip of heat resistant material over top half of pipe on each side of lining holdback to avoid damage to lining by hot splatter. Protect tape coating similarly if external welding is required.

g. Welding rods: Compatible with metal to be welded to obtain strongest bond, E-7018. Root or "Stringer" pass shall be performed with 6011 rods and Filler and Cap shall be done using 7018 rods.

h. Deposit metal in successive layers to provide at least 2 passes or beads for automatic welding and 3 passes or beads for manual welding in completed weld.

i. Deposit no more than 1/4 inch of metal on each pass. Thoroughly clean each individual pass with wire brush or hammer to remove dirt, slag or flux.

j. Do not weld under weather condition that would impair strength of weld, such as wet surface, rain or snow, dust or high winds, unless work is properly protected.

k. Make tack weld of same material and by same procedure as completed weld. Otherwise, remove tack welds during welding operation.

l. Remove dirt, scale, and other foreign matter from inside piping before tying in sections, fittings, or valves.

m. Welded Joints for Large Diameter Water Lines:

1) Furnish pipe with trimmed spigots and interior welds for 36 inch and larger pipe.

2) Use exterior welds for 30 inch and smaller.

3) Only one end may be miter cut. Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 2 ½ degrees.

4) For large diameter water lines, employ an independent certified testing laboratory, approved by Engineer, to perform weld acceptance tests on welded joints. Include cost of such testing and associated work to accommodate testing in contract unit price bid for water line. Furnish copies of test reports to Engineer for review. Engineer has final decision as to suitability of welds tested.

A) Weld acceptance criteria:
   i) Cracking.
   ii) Lack of fusion/penetration.
   iii) Slag which exceeds one-third (t) where (t) equals material thickness.
   iv) Porosity/Relevant rounded indications greater than 3/16 inch; rounded indication is one of circular or elliptical shape with length equal to or less than three times its width.
   v) Relevant linear indications in which length of linear indication exceeds three times its width.
   vi) Four or more relevant 1/16 inch rounded indications in line separated by 1/16 inch or less edge to edge.

n. After pipe is joined and prior to start of welding procedure, make spigot and bell essentially concentric by jacking, shimming or tacking to obtain clearance tolerance around periphery of joint except for deflected joints.

o. Furnish each welder employed steel stencil for marking welds, so work of each welder can be identified. Mark pipe with assigned stencil adjacent to weld. When welder leaves job, stencil must be voided and not duplicated. Welder making defective welds must discontinue work and leave project site. Welder may return to project site only after recertification

p. Provide cylindrical corrosion barriers for epoxy lined steel pipe 24 inch diameter and smaller, unless minimum wall thickness is 0.5 inches or greater.

1) In additional to welding requirements contained herein Paragraph 3.06; conform to protection fitting manufacturer's installation recommendations.

2) Provide services of technical representative of manufacturer available on site at beginning of pipe laying operations. Representative to train welders and advice regarding installation and general construction methods. Welders must have 12 months prior experience installing protection fittings.

3) All steel pipe is to have cutback 3/4 inch to no greater than 1 inch of internal diameter coating from weld bevel.

4) Furnish steel fittings with cylindrical corrosion barriers with shop welded extensions to end of fittings. Extension length to measure no less than diameter of pipe. Shop applies lining in accordance with AWWA C210 or AWWA C213.

5) All steel pipe receiving field adjustments are to be cold cut using standard practices and equipment. No cutting using torch is to be allowed.

4. Restrained Joints:

a. For existing water lines and water lines less than 16 inches in diameter, restrain pipe joints with concrete thrust blocks.

b. Thrust restraint lengths shown on Drawings are minimum anticipated lengths. These lengths are based on deflections indicated for large diameter lines and ductile iron pipe for small diameter lines. Adjustments in deflections or use of other pipe material may result in reduction or increase of thrust lengths. Perform calculations by pipe manufacturer to verify proposed thrust restraint lengths. Submit calculations for all pipe materials sealed by a registered Professional Engineer in State of Texas for review by Engineer. Make adjustments in thrust restraint lengths at no additional cost to City.

c. Passive resistance of soil will not be permitted in calculation of thrust restraint.

d. For 16 inch lines and larger use minimum 16 foot length of pipe in and out of joints made up of beveled pipe where restraint joint lengths are not identified on Drawings. Otherwise, provide restraint joints for a minimum length of 16 feet on each side of beveled joints.

e. Installation:

1) Install restrained joints mechanism in accordance with manufacturer's recommendations.

2) Examine and clean mechanism; remove direct, debris and other foreign material.

3) Apply gasket and joint NSF 61 FDA per manufacturer's specification.

4) Verify gasket is evenly seated.

5) Do not over stab pipe into mechanism

f. Prevent any lateral movement of thrust restraints throughout pressure testing and operation.

g. Place 2500 psi concrete conforming to Section 03315 - Concrete for Utility Construction, for blocking at each change in direction of existing water lines, to brace pipe against undisturbed trench walls. Finish placement of concrete blocking, made from Type I cement, 4 days prior to hydrostatic testing of pipeline. Test may be made 2 days after completion of blocking if Type II cement is used.

5. Joint Grout (Steel Pipe):

a. Mix cements grout mixture by machine except when less than 1/2 cubic yard is required. When less than 1/2 cubic yard is required, grout may be hand mixed. Mix grout only in quantities for immediate use. Place grout within 20 minutes of mixing. Discard grout that has set. Retempering of grout by any means is not permitted.

b. Prepare grout in small batches to prevent stiffening before it is used. Do not use grout which has become so stiff that proper placement cannot be assured without retempering. Use grout for filling grooves of such consistency that it will adhere to ends of pipe.

c. Surface Preparation: Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces with wire brush or hammer to sound, clean surface. Remove rust and foreign materials from metal surfaces in contact with grout.

d. Follow established procedures for hot and cold weather concrete placement.

e. Complete joint grout operations and backfilling of pipe trenches as closely as practical to pipe laying operations. Allow grouted exterior joints to cure at least 1 hour before compacting backfill.

f. Grouting exterior joint space: Hold wrapper in place on both sides of joint with minimum 5/8-inch-wide steel straps or bands. Place no additional bedding or backfill material on either side of pipe until after grout band is filled and grout has mechanically stiffened. Pull ends of wrapper together at top of pipe to form access hole. Pour grout down one side of pipe until it rises on other side. Rod or puddle grout to ensure complete filling of joint recess. Agitate for 15 minutes to allow excess water to seep through joint band. When necessary, add more grout to fill joint completely. Protect gap at top of joint band from backfill by allowing grout to stiffen or by covering with structurally protective material. Do not remove band from joint. Proceed with placement of additional bedding and backfill material.

g. Interior Joints for Pipe 24 inches and Smaller: Circumferentially butter bell with grout prior to insertion of spigot, strike off flush surplus grout inside pipe by pulling filled burlap bag or inflated ball through pipe with rope. After joint is engaged, finish off joint grout smooth and clean. Use swab approved by Project Manager for 20-inch pipe and smaller.

h. Protect exposed interior surfaces of steel joint bands by metallizing, by other approved coatings, or by pointing with grout. Joint pointing may be omitted on potable water pipelines if joint bands are protected by zinc metalizing or other approved protective coatings.

i. Remove and replace improperly cured or otherwise defective grout.

j. Strike off grout on interior joints and make smooth with inside diameter of pipe.

k. When installed in tunnel or encasement pipe and clearance within casing does not permit outside grout to be placed in normal manner, apply approved flexible sealer, such as Flex Protex or equal, to outside joint prior to joint engagement. Clean and prime surfaces receiving sealer in accordance with manufacturer's recommendations. Apply sufficient quantities of sealer to assure complete protection of steel in

joint area. Fill interior of joint with grout in normal manner after joint closure.

l. Interior Joints for Water Lines 30 inches and Larger: Clean joint space, wet joint surfaces, fill with stiff grout and trowel smooth and flush with inside surfaces of pipe using steel trowel so that surface is smooth. Accomplish grouting at end of each work day. Obtain written acceptance from Project Engineer of inside joints before proceeding with next day's pipe laying operation. During inspection, insure no delamination of joint mortar has occurred by striking joint mortar lining with rubber mallet. Remove and replace delaminated mortar lining.

m. Work which requires heavy equipment to be over water line must be completed before mortar is applied to interior joints.

n. Do not apply grout to joints that are out of tolerance until acceptable repairs are made.

6. Large Diameter Water Main Joint Testing: In addition to testing individual joints with feeler gauge approximately 1/2 inch wide and 0.015-inch thick, use other joint testing procedure approved or recommended by pipe manufacturer which will help ensure watertight installation prior to backfilling. Perform tests at no additional cost to City.

7. Make curves and bends by deflecting joints or other method as recommended by manufacturer and approved by the Engineer. Submit details of other methods of providing curves and bends which exceed manufacturer's recommended deflection prior to installation.

a. Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer, unless otherwise indicated on Drawings.

b. If deflection exceeds that specified but is less than 5 percent, repair entire deflected pipe section such that maximum deflection allowed is not exceeded.

c. If deflection is equal to or exceeds 5 percent from that specified, remove entire portion of deflected pipe section and install new pipe.

d. Replace, repair, or reapply coatings and linings as required.

e. Assessment of deflection may be measured by the Engineer at location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard.

f. When rubber gasketed pipe is laid on curve, join pipe in straight alignment and then deflect to curved alignment.

8. Closures Sections and Approved Field Modifications to Steel Pipe and Fittings:

a. Apply welded-wire fabric reinforcement to interior and exterior of exposed interior and exterior surfaces greater than 6 inches in diameter. Welded-wire fabric: minimum W1; maximum spacing 2 inches by 4 inches; 3/8 inch from surface of steel plate or middle third of lining or coating thickness for mortar thickness less than 3/4 inch.

b. Fill exposed interior and exterior surfaces with nonshrink grout.

c. For pipe diameters 36 inches and greater, perform field welds on interior and exterior of pipe.

d. For large diameter water lines, provide minimum overlap of 4 inches of butt strap over adjacent piece on butt-strap closures.

F. Cathodic Protection Appurtenances:

1. Where identified on Drawings, modify pipe for cathodic protection as detailed on Drawings and specified. Unless otherwise noted, provide insulation kits including test stations at connections to existing water system or at locations to isolate one type of cathodic system from another type, between water line, access manhole piping and other major openings in water line, or as shown on Drawings.

2. Bond joints for pipe installed in tunnel or open cut, except where insulating flanges are provided. Weld strap or clip between bell and spigot of each joint or as shown on Drawings. No additional bonding required where joints are welded for thrust restraint. Repair coatings as specified by appropriate AWWA standard, as recommended by manufacturer, and as approved by the Engineer

3. Bonding Strap or Clip: Free of foreign material that may increase contact resistance between wire and strap or clip.

G. Anchorage of Fittings:

1. Anchor tees, elbows and plugs in water mains with concrete thrust blocks.

2. Place blocks so that joints will be accessible for inspection and repair.

H. Handling:

1. Place pipe along project site where storm water or other water will not enter or pass through pipe.

2. Load, transport, unload, and otherwise handle pipe and fittings to prevent damage of any kind. Handle and transport pipe with equipment designed, constructed and arranged to prevent damage to pipe, lining and coating. Do not permit bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with coatings. Where required, provide pipe fittings with sufficient interior strutting or cross bracing to prevent deflection under their own weight.

3. Hoist pipe from trench side into trench by means of sling of smooth steel cable, canvas, leather, nylon or similar material.

4. For large diameter water lines, handle pipe only by means of sling of canvas, leather, nylon, or similar material. Sling shall be minimum 36 inches in width. Do not tear or wrinkle tape layers.

5. Use precautions to prevent injury to pipe, protective linings and coatings.

   a. Package stacked pipe on timbers. Place protective pads under banding straps at time of packaging.

   b. Pad fork trucks with carpet or other suitable material. Use nylon straps around pipe for lift when relocating pipe with crane or backhoe.

   c. Do not lift pipe using hooks at each end of pipe.

   d. Do not place debris, tools, clothing, or other materials on pipe.

6. Repair damage to pipe or protective lining and coating before final acceptance.

7. For cement mortar line and coated steel pipe, permit no visible cracks longer than 6 inches, measured within 15 degrees of line parallel to pipe longitudinal axis of finished pipe, except:

   a. In surface laitance of centrifugally cast concrete.
   b. In sections of pipe with steel reinforcing collars or wrappers.
   c. Within 12 inches of pipe ends.

8. Reject pipe with visible cracks (not meeting exceptions) and remove from project site.

I. Cleaning: Thoroughly clean and dry interior of pipe and fittings of foreign matter before installation, and keep interior clean until Work has been accepted. Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe. After pipe laying and joining operations are completed, clean inside of pipe and remove debris.

J. Inspection: Before installation, inspect each pipe and fitting for defects. Reject defective, damaged or unsound pipe and fittings and remove them from site.

## 3.04 WET CONNECTIONS

A. Definitions:

1. Wet connections consist of isolating sections of pipe to be connected with installed valves, draining the isolated sections, and completing the connections.

2. Connection of 2 inch or smaller lines, which may be referred to on Plans as "2 inch standard connections" or "gooseneck connections" will be measured as 2" wet connections. This item is not to be used as any part of a 2-inch service line.

B. Materials:

1. Corporation stops and saddles shall conform to requirements of Section 02515-Water Tap and Service Line Installation.

2. Valves shall conform to requirements of Section 02541 – Fire Hydrant Assembly.

3. Brass fittings shall conform to requirements of AWWA C800.

C. Execution:

1. Plan wet connections in such manner and at such hours as to least inconvenience public. Notify Public Works Department at least 48 hours in advance of making connections.

2. DO NOT OPERATE VALVES ON MAINS IN USE BY OWNER. Owner will handle, at no cost to Contractor, all operations involving opening and closing valves for wet connections.

3. Conduct connection operations when Inspector is at job site. Connection work shall progress without interruption until complete, once existing mains have been cut or plugs have been removed for making connections.

D. 2-Inch Wet Connections:

1. Tap water main. Provide and install corporation stops, saddles, as required for line and grade adjustment; and brass fittings necessary to adapt to existing main. Provide one Corporation Stop at main line and one Curb Stop at meter. The service line between Curb Stop and Corporation Stop shall be CTS Polyethylene, SDR-9.

## 3.05 CUT, PLUG AND ABANDONMENT OF MAINS

A. Materials:

1. Concrete for thrust blocks: Class B conforming to requirements of Section 03305.

2. Plugs and clamps shall be suitable for type of pipe to be plugged.

B. Execution:

1. Do not begin cut, plug and abandonment operations until replacement main has been constructed, disinfected, and tested, and all service lines have been transferred to replacement main.

2. Install plug, clamp, and concrete thrust block and make cut at location shown on Plans.

3. Main to be abandoned shall not be valved off and shall not be cut or plugged other than at supply main or as shown on Plans.

4. After main to be abandoned has been cut and plugged, check for other sources feeding abandoned main. If sources are found, notify Engineer immediately. Cut and plug abandoned main at point of other feed as directed by Engineer.

5. Plug or cap all ends or openings in abandoned main in an acceptable manner approved by Engineer.

6. Remove and dispose of all surface identifications such as valve boxes and fire hydrants. Valve boxes in improved streets, other than shell, may be poured full of concrete after removing cap.

7. Backfill all excavations in accordance with Section 02318 – Excavation and Backfill for Utilities.

8. Repair all street surfaces in accordance with Section 02980 – Pavement Repair.

## 3.06 HYDROSTATIC TESTING

A. Hydrostatically test all new water pipelines for liquids before connecting to water distribution system.

B. Pipelines shall be tested in lengths between valves, or plugs, of not more than 1,500 feet unless greater length is approved by Engineer.

C. Conduct hydrostatic tests in presence of Engineer.

D. Preparation:

1. Disinfect water system pipelines prior to hydrostatic testing.

E. Test Procedures:

1. Furnish, install, and operate connections, pump, meter and gages necessary for hydrostatic testing.

2. Allow pipeline to sit minimum of 24 hours from time it is initially disinfected until testing begins, to allow pipe wall or lining material to absorb water. Contractor should be aware that periods of up to 7 days may be required for mortar lining to become saturated.

3. Expel all air and apply a minimum test pressure of 125 psi or 150 psi as directed by Engineer.

4. Maintain test pressure for 8 hours. If a large quantity of water is required to maintain pressure during test, testing shall be discontinued until cause of water loss is identified and corrected.

F. Allowable Leakage for Water Mains:

1. During hydrostatic tests, no leakage will be allowed for sections of water mains consisting of welded joints.

2. Maximum allowable leakage for water mains with rubber gasketed joints: 11.65 gallons per inch nominal diameter per mile of pipe per 24 hours while testing at the required pressure.

G. Correction for Failed Tests:

1. Repair all joints showing visible leaks on surface regardless of total leakage shown on test. Check all valves and fittings to ensure that no leakage occurs that could affect or invalidate test. Remove any cracked or defective pipes, fittings and valves discovered during pressure test and replace with new items.

2. Repeat test until satisfactory results are obtained.

## 3.07 DISINFECTION

A. All waterlines constructed shall be promptly disinfected before any tests are conducted on waterlines and before waterlines are connected to water distribution system.

B. Water for disinfection and flushing will be furnished without charge to Contractor.

C. Preparation:

1. Furnish all required temporary blind flanges, cast-iron sleeves, plugs, and other items needed to facilitate disinfection of new mains prior to connecting them to water distribution system. Normally, each valved section of waterline requires two each 3/4-inch taps. A 2-inch minimum blow-off is required for waterlines up to and including 6-inch diameter.

2. .Fire hydrants shall be used as blow-offs to flush newly constructed waterlines 8-inch diameter and above. Where fire hydrants are not available on waterlines, locations and designs for blow-offs shall be as indicated on Plans. Install temporary blow-off valves and remove promptly upon successful completion of disinfection and testing. Abandon by turning off corp and using a stainless steel cap.

3. Slowly fill each section of pipe with water in a manner approved by Engineer. Average water velocity when filling pipeline should be less than 1 fps and shall not, under any circumstance, exceed 2 fps. Before beginning disinfection operations, expel all air from pipeline.

4. All excavations made shall be backfilled immediately after installation of risers or blow-offs.

5. Install blow-off valves at end of main to facilitate flushing at all dead-end water mains. Install permanent blow-off valves/auto flusher per drawing Ll

D. Disinfection:

1. Use not less than 100 parts of chlorine per million parts of water. Introduce chlorinating material to water lines in accordance with AWWA C651. After contact period of not less than 24 hours, flush system with clean water until residual chlorine is no greater than 1.0 parts per million parts of water. Open and close valves in lines being sterilized several times during contact period. If super-chlorinated water (i.e. chlorine concentration above 4mg/l) is used for cleaning water main disinfection and flushing, the water must be dechlorinated prior to discharge. The water discharged into the stormsewer system or natural waterway must meet the Clean Water Act (33 USC § 1251 et seq.) and any subsequent amendments thereof.
2. If a chemical compound is used for a sterilizing agent, it shall be placed in pipes as directed by Engineer.

E. Bacteriological Testing:

1. After disinfection and flushing of waterlines, bacteriological tests will be performed by Owner or testing laboratory in accordance with Section 01450 – Testing Laboratory Services. If test results indicate need for additional disinfection of waterlines based upon Texas Department of Health and TCEQ requirements, Contractor shall perform additional disinfection operations at no additional cost to the Owner.

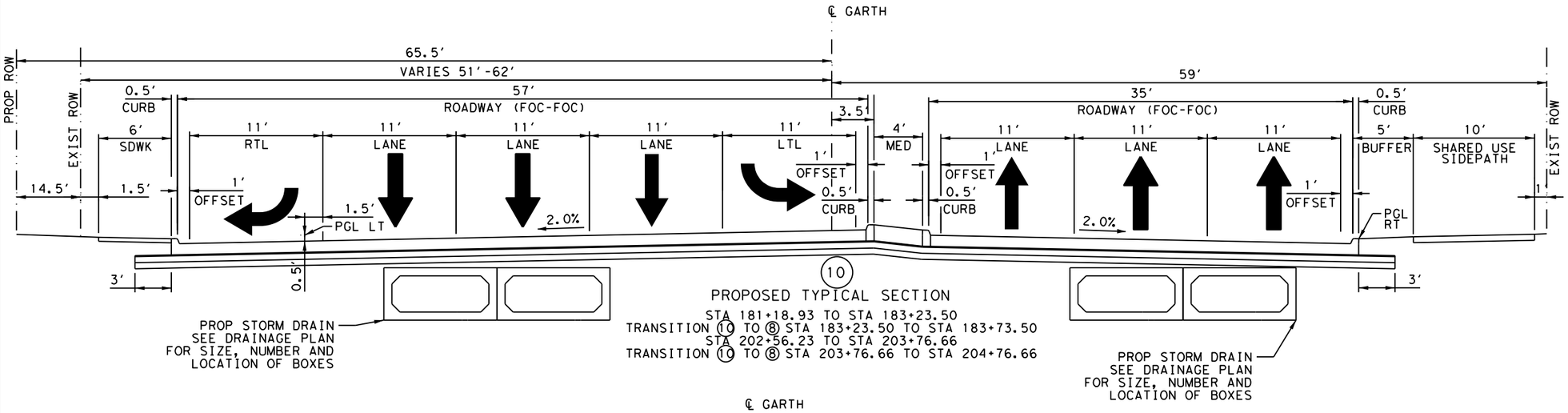
E. Completion:

1. Upon completion of disinfection and testing, remove risers except those approved for use in subsequent hydrostatic testing, and backfill excavation promptly.

END OF SECTION

## 2. Cement Treated Base (CTB) in Lieu of Lime treated Subgrade (LTS)

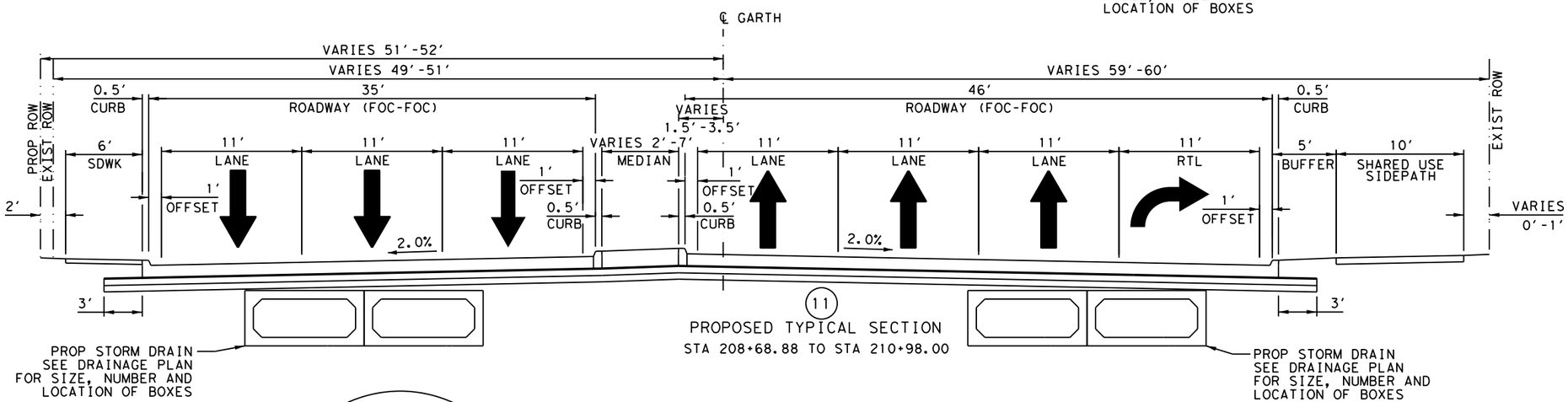
Plan Sheets




(10)

PROPOSED TYPICAL SECTION

STA 181+18.93 TO STA 183+23.50
TRANSITION (10) TO (8) STA 183+23.50 TO STA 183+73.50
STA 202+56.23 TO STA 203+76.66
TRANSITION (10) TO (8) STA 203+76.66 TO STA 204+76.66



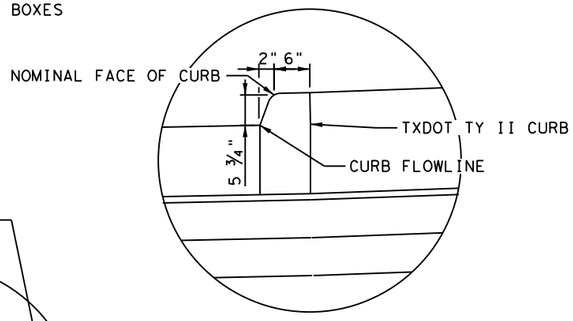

(11)

PROPOSED TYPICAL SECTION

STA 208+68.88 TO STA 210+98.00

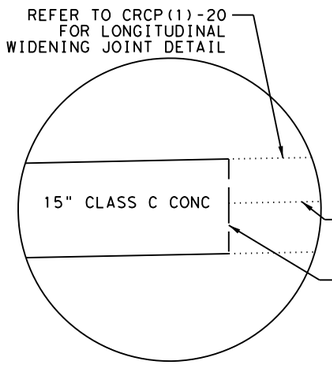
## NOTES:

1. LOCATION OF PROP SIDEWALK AND SHARED USE SIDEPATH VARIES. EXIST SIDEWALK TO REMAIN AT VARIOUS LOCATIONS. SEE PLAN AND PROFILE SHEETS FOR MORE INFORMATION.
2. LOCATION OF PROP ROW AND EASEMENTS VARIES. SEE PLAN AND PROFILE SHEETS FOR MORE INFORMATION.
3. SEE LANDSCAPE AND HARDSCAPE PLANS FOR CENTER MEDIAN DESIGN.
4. SEE MISCELLANEOUS ROADWAY DETAILS SHEET FOR SIDEWALK AND SHARED USE SIDEPATH PAVEMENT SECTIONS AND REINFORCING INFORMATION.
5. PGL LOCATION IS BASED ON A 43.50′ OFFSET FROM CENTERLINE AT THE TOP OF PROPOSED BACK OF CURB OR PROJECTED BACK OF CURB AT TURN LANES FOR ALL LOCATIONS AND TYPICAL SECTIONS.
6. IN LOCATIONS USING TY C1 CURB, SIDEWALK THICKNESS SHALL BE 6 INCHES. SEE MISCELLANEOUS ROADWAY DETAILS SHEET FOR MORE INFORMATION.
7. REFER TO CCCG-21 FOR CURB REINFORCEMENT AND ADDITIONAL DETAILS.
8. PROP UTILITY RELOCATIONS TO BE PLACED UNDER SIDEWALK, SHARED USE SIDE PATH, OR WITHIN EXISTING EASEMENTS.
9. THROUGHOUT PROJECT LIMITS, THE TOP OF DRAINAGE STRUCTURES EXTEND INTO THE CEMENT STABILIZED BASE AND LIME TREATED SUBGRADE. CONTRACTOR TO EXERCISE CAUTION. SEE STORM DRAIN PAVEMENT SECTION DETAIL.



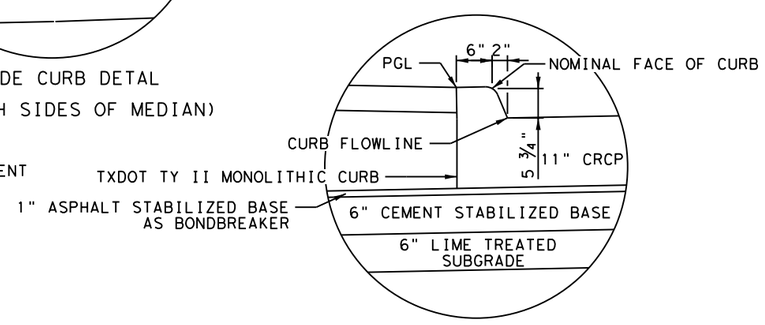

INSIDE CURB DETAL

(TYP BOTH SIDES OF MEDIAN)



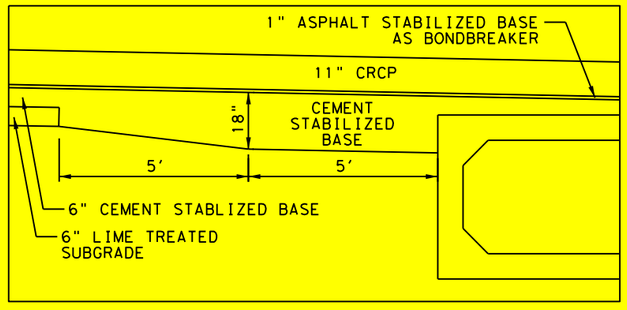

PAVEMENT WIDENING DETAIL

(TYP BOTH SIDES OF ROAD)




OUTSIDE CURB AND PAVEMENT SECTION DETAL

(TYP BOTH SIDES OF ROAD)




STORM DRAIN PAVEMENT SECTION DETAIL

(TYP BOTH SIDES OF BOX)

NOTE: ADDITIONAL CEMENT STABILIZED BASE NEEDED PER THIS DETAIL SHALL BE SUBSIDIARY TO ITEM 462.

STATE OF TEXAS
GLEN MARSHALL
125001
LICENSED
PROFESSIONAL ENGINEER

4/8/2025

Kimley»Horn F-928

BAYTOWN

®Texas Department of Transportation
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GARTH ROAD RECONSTRUCTION
PHASE A AND B

# PROPOSED TYPICAL SECTIONS

SHEET 4 OF 4

| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | SEE TITLE SHEET | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 13 |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |

FILENAME: K:\HOU_Civil\067466028-Garth Reconstruction\DesignData\4 - Design\Plan Set\CP 1 (A&B)\1. General\GARTHCP1_GEN_TYP_P04.dgn
PLOTTED: 4/8/2025 9:41:00 AM

# 3. Drainage Revisions Associated with RFI 19

# Attachment A

# Change Order Quantity Summary

**City of Baytown - Garth Rd. Phase A&B**
**RDWY 1901**
**CSJ #0912-72-359**

**Change Order - Unit Cost Breakdown**

| Line Number | Item Code | Description | Current Quantity | Unit Price | Unit | Total Qty Change | Revised Quantity | CO Extension |
|---|---|---|---|---|---|---|---|---|
| 62 | 400 | CEM STABIL BKFL | 17,175.00 | 70.00 | CY | (80.05) | 17,094.95 | $ (5,603.64) |
| 68 | 462 | CONC BOX CULV (8 FT X 4 FT) | 1,956.00 | 709.36 | LF | (46.00) | 1,910.00 | $ (32,630.56) |
| 69 | 462 | CONC BOX CULV (10 FT X 5 FT) | 4,903.00 | 1,032.62 | LF | (56.00) | 4,847.00 | $ (57,826.72) |
| 83 | 465 | JCT BOX (COMPL)(SPL) (11'x11') | 1.00 | $ 41,652.61 | EA | 1 | 2.00 | $ 41,652.61 |
| | | | | | | | | |
| 84.5 | 465 | JCT BOX (COMPL)(SPL) (13'x13') | - | $ 64,017.51 | EA | 1 | 1.00 | $ 64,017.51 |
| | | | | | | | | |
| | | | | | | | **TOTAL:** | **$ 9,609.20** |

# Contractor Pricing Submittal

## Bryce Watson

**From:** Cory Halley <Cory.Halley@harperbro.com>
**Sent:** Monday, May 11, 2026 12:15 PM
**To:** Bryce Watson
**Cc:** Brian Hancock
**Subject:** 13x13 Junction Box C.O.
**Attachments:** 13x13 Junction Box.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

External email

Bryce,

Please see the attached.

Thanks

**Cory Halley**
**Project Manager**
**1310 Rankin RD, Suite 200 Houston, TX 77073**
**C:817.751.8412**



# CHANGE ORDER

**Project: Garth Rd Phase A&B**
**Control: 0912-72-359**
**Scope of Work: 13x13 Junction Box**

| HBC LABOR ITEMS | QUANTITY | UOM | MANHOURS | HOURLY RATE | COST |
|---|---|---|---|---|---|
| Foreman Undergrond | 1.00 | EA | 20.00 | $ 56.00 | $ 1,120.00 |
| Grademan | 1.00 | EA | 20.00 | $ 20.00 | $ 400.00 |
| Laborer, Storm | 2.00 | EA | 20.00 | $ 20.00 | $ 800.00 |
| Pipelayer | 1.00 | EA | 20.00 | $ 21.00 | $ 420.00 |
| Operator, Backhoe | 1.00 | EA | 20.00 | $ 28.50 | $ 570.00 |
| Operator, Crane | 1.00 | EA | 20.00 | $ 38.00 | $ 760.00 |
| Operator, Loader | 1.00 | EA | 20.00 | $ 26.00 | $ 520.00 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | SUBTOTAL HBC LABOR: | | $ 4,590.00 |
| | | | BURDEN @: | 55.00% | $ 2,524.50 |
| | | | LABOR MARK-UP: | 25.00% | $ 1,147.50 |
| | | | | TOTAL TSC LABOR: | $ 8,262.00 |

| HBC MATERIAL ITEMS | QUANTITY | UOM | UNIT COST | COST |
|---|---|---|---|---|
| 13x13 Juniction Box | 1.00 | EA | $ 32,790.00 | $ 32,790.00 |
| 7% CEM STAB Sand | 15.00 | TN | $ 28.55 | $ 428.25 |
| | | | | |
| | | | | |
| | | | | $ - |
| | | SUBTOTAL HBC MATERIAL: | | $ 33,218.25 |
| | | MATERIAL MARK-UP: | 25.00% | $ 8,304.56 |
| | | | TOTAL TSC MATERIAL: | $ 41,522.81 |

| HBC EQUIPMENT ITEMS | QUANTITY | | HOURS | HOURLY RATE | COST |
|---|---|---|---|---|---|
| 100 Ton Crane | 1.00 | EA | 15.00 | $ 446.29 | $ 6,694.35 |
| Hitachi 450 | 1.00 | | 15.00 | $ 232.07 | $ 3,481.05 |
| Volvo L90 | 1.00 | | 15.00 | $ 79.33 | $ 1,189.95 |
| Pickup F250 | 1.00 | | 15.00 | $ 30.65 | $ 459.75 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | SUBTOTAL HBC EQUIPMENT: | | $ 11,825.10 |
| | | | EQUIPMENT MARK-UP: | 15.00% | $ 1,773.77 |
| | | | | TOTAL TSC EQUIPMENT: | $ 13,598.87 |

| SUBCONTRACTOR ITEMS | QUANTITY | UOM | UNIT COST | COST |
|---|---|---|---|---|
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | SUBTOTAL SUBCONTRACTOR: | | $ - |
| | | SUBCONTRACTOR MARK-UP: | 5.00% | $ - |
| | | | TOTAL SUBCONTRACTED ITEMS: | $ - |

| | | |
|---|---|---|
| TOTAL HBC ITEMS: | $ | 63,383.68 |
| TOTAL SUBCONTRACTOR ITEMS: | $ | - |
| SUBTOTAL | $ | 63,383.68 |
| BOND 1% | $ | 633.84 |
| **TOTAL** | **$** | **64,017.51** |

Oldcastle Infrastructure™
A CRH COMPANY

# Contract & Proposal

2120 FM 359 South
Brookshire TX, 77423-9023

Oldcastleinfrastructure.com
(281)-733-3276

**Quote Number:** Q-401206-1
**Quote Date:** 04/28/2026
**Quote Expiration:** 05/28/2026

**Customer Number:** 1010205697

**Quote To:**
HARPER BROTHERS CONSTRUCTION, LLC
654 N SAM HOUSTON PKWY E STE 330
Houston TX, 77060-5919
Contact:
Phone:
Email:

**Ship To:**
Job Name: Garth Rd
Garth Rd
Baytown TX, 77521

**Terms:**
Payment:
Delivery Terms: Standard or LTL
Tax Exempt: Yes

**Notes:**

| Product | Description | Qty Unit | Mark | Unit Price | Amount |
|---|---|---|---|---|---|
| PH10000015 | 13X13 JUNCTION BOX<br>*Includes: 13X13 clamshell junction box with risers or cone, grade rings, and loose 32" cast iron ring & cover* | 1 EA | | $32,790.00 | $32,790.00 |
| | | | | **Subtotal** | **$32,790.00** |

| | |
|---|---|
| Est. Sales Tax | **$0.00** |
| Subtotal | **$32,790.00** |
| **Quote Total (US)** | **$32,790.00** |

* Send signed approved quote to: david.newton@oldcastle.com

**Signature for Approval**

Signature _____ Print Name _____ Date _____

Title _____ Purchase Order Number _____

**Heidelberg Materials**
HM South Texas Stabilized Sand LLC

P.O. BOX 1830
SUGAR LAND, TEXAS 77487-1830
281/491-7376 FAX 281/491-2756

## Quotation

| | |
|---|---|
| Submitted by: | Ernest Lizcano |
| Mobile: | 832-278-9576 |

| Today's Date | Bid Date | End Date |
|---|---|---|
| 5/18/2026 | 8/20/2025 | 2/16/2026 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Customer: | Harper Brothers | | | | | | |
| Type: | | Choose between Sub/sub/, Sub, Prime, Home Bldr or Owner | | | | | |
| Contact: | Brian | | | | | | |
| Phone: | 346.323.0686 | | | | | | |
| Email: | Brian.Hancock@harperbro.com | | | | | | |
| Project Name: | Garth Rd. Phases A&B | | | | | | |
| Project Address: | From I 10 to Archer Rd | | | | | | |
| P.O.# | | | | | | | |
| Job # | | | | | | | |
| Total Tonnage: | 30,000 | Plant: | 12 | Zone: | 6 | Key Map: | 501 B |

**Accepted by:** (Contractor) Date:

| | | |
|---|---|---|
| Is this job tax exempt? | | (Type Yes or No in box to the left) |

**Sales Tax is due and payable until a properly executed exemption certificate is received**

**GCSM Approved by:** Date:

| Stabilized Sand Products | Delivered Price | FOB Price |
|---|---|---|
| 1.1 sack per ton | | |
| 5% stabilized sand per ton | | |
| 100 PSI per ton | | |
| 1.5 sack per ton | | |
| 7% stabilized sand per ton | $ 28.55 | $ 23.00 |
| 2.0 sack per ton | | |
| 200 PSI/ 2.5 sack per ton | | |
| Mortar sand per ton | | |
| Bank Sand per load | | |
| Select fill per load | | |
| Bank Sand per ton | $ 18.10 | |
| Other | | |

**Due to the shortage of trucks, HM South Texas Stabilized Sand LLC cannot guarantee daily delivered tonnage**

BANK SAND BASED ON AVAILABILITY OF TRUCK.

**Effective 5/23/2022:** **All prices must be accepted within 15 days from date of quote to secure pricing.**
**Prices are firm for 6 months only (unless noted and agreed upon in writing on quote.)**
**All prices are subject to 5 % escalation every six months.**
**Prices are also firm as whole job prices only.**
**Prices do not include sales tax if applicable. Prices quoted are for a minimum of 14 tons freight.**

EquipmentWatch

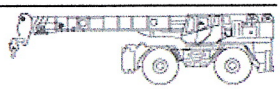
www.equipmentwatch.com

All prices shown in US dollars ($)

# Internal Charge Rate*

May 11, 2026

**Tadano GR-1000XL-2**
Rough Terrain Hydraulic Cranes



Size Class:
**80.5 - 110.4 mt**
Weight:
**N/A**

## Configuration for GR-1000XL-2

| | | | |
|---|---|---|---|
| Axle Configuration | **4 X 4** | Maximum Boom Length | **154.2 ft** |
| Maximum Lift Capacity | **90.7 lbs** | Horsepower | **267 hp** |
| Power Mode | **Diesel** | | |

## Hourly Ownership Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Depreciation | USD $91.95/hr | - | - |
| Cost of Facilities Capital (CFC) | USD $39.62/hr | - | - |
| Overhead | USD $57.72/hr | - | - |
| Overhaul Labor | USD $8.16/hr | - | - |
| Overhaul Parts | USD $68.12/hr | - | - |
| **Total Hourly Ownership Cost:** | **USD $265.57/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

## Hourly Operating Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Field Labor | USD $4.08/hr | - | - |
| Field Parts | USD $95.75/hr | - | - |
| Ground Engaging Component (GEC) | USD $0.00/hr | - | - |
| Tire | USD $11.47/hr | - | - |
| Electrical/Fuel | USD $55.51/hr | - | - |
| Lube | USD $13.90/hr | - | - |
| **Total Operating Ownership Cost:** | **USD $180.72/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

## Total

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Hourly Ownership Costs | USD $265.57/hr | - | - |
| Hourly Operating Costs | USD $180.72/hr | - | - |
| **Total Hourly Cost** | **USD $446.29** | **-** | **-** |

## Non-active use rates

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Standby | USD $189.29/hr | - | - |
| Idle | USD $321.09/hr | - | - |

## Active Rate

**Internal Charge Rate displayed using default cost factors** **USD $446.29**

Revised Date: 2nd quarter 2026

** formerly known as Custom Cost Evaluator*

The equipment represented in this report has been exclusively prepared for (bids@harperbro.com)

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

## Internal Charge Rate*

May 11, 2026

**Ford SUPER DUTY F-250 XLT 4X4 GAS**
Light Duty Trucks

Size Class:
**2**
Weight:
**N/A**

### Configuration for SUPER DUTY F-250 XLT 4X4 GAS

| | | | |
|---|---|---|---|
| Power Mode | **Gasoline** | Wheelbase | **142 Inches** |
| Model Trim | **XLT** | Gross Vehicle Weight Rating | **10000 Pounds** |

### Hourly Ownership Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Depreciation | USD $5.10/hr | - | - |
| Cost of Facilities Capital (CFC) | USD $2.64/hr | - | - |
| Overhead | USD $3.49/hr | - | - |
| Overhaul Labor | USD $1.17/hr | - | - |
| Overhaul Parts | USD $5.04/hr | - | - |
| **Total Hourly Ownership Cost:** | **USD $17.45/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

### Hourly Operating Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Field Labor | USD $2.49/hr | - | - |
| Field Parts | USD $4.88/hr | - | - |
| Ground Engaging Component (GEC) | USD $0.00/hr | - | - |
| Tire | USD $0.71/hr | - | - |
| Electrical/Fuel | USD $4.41/hr | - | - |
| Lube | USD $0.71/hr | - | - |
| **Total Operating Ownership Cost:** | **USD $13.20/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

### Total

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Hourly Ownership Costs | USD $17.45/hr | - | - |
| Hourly Operating Costs | USD $13.20/hr | - | - |
| **Total Hourly Cost** | **USD $30.65** | **-** | **-** |

### Non-active use rates

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Standby | USD $11.23/hr | - | - |
| Idle | USD $21.86/hr | - | - |

### Active Rate

**Internal Charge Rate displayed using default cost factors** **USD $30.65**

Revised Date: 2nd quarter 2026

** formerly known as Custom Cost Evaluator*

The equipment represented in this report has been exclusively prepared for (bids@harperbro.com)

EquipmentWatch

www.equipmentwatch.com

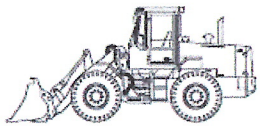
All prices shown in US dollars ($)

## Internal Charge Rate*

May 11, 2026

**Volvo L90H**
4-Wd Articulated Wheel Loaders

Size Class:
**175 - 199 hp**
Weight:
**N/A**



### Configuration for L90H

| | |
|---|---|
| Horsepower | **184.0 hp** |

### Hourly Ownership Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Depreciation | USD $14.08/hr | - | - |
| Cost of Facilities Capital (CFC) | USD $6.19/hr | - | - |
| Overhead | USD $11.51/hr | - | - |
| Overhaul Labor | USD $4.78/hr | - | - |
| Overhaul Parts | USD $5.76/hr | - | - |
| **Total Hourly Ownership Cost:** | **USD $42.32/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

### Hourly Operating Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Field Labor | USD $5.91/hr | - | - |
| Field Parts | USD $5.62/hr | - | - |
| Ground Engaging Component (GEC) | USD $0.75/hr | - | - |
| Tire | USD $3.80/hr | - | - |
| Electrical/Fuel | USD $17.36/hr | - | - |
| Lube | USD $3.56/hr | - | - |
| **Total Operating Ownership Cost:** | **USD $37.02/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

### Total

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Hourly Ownership Costs | USD $42.32/hr | - | - |
| Hourly Operating Costs | USD $37.02/hr | - | - |
| **Total Hourly Cost** | **USD $79.33** | **-** | **-** |

### Non-active use rates

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Standby | USD $31.78/hr | - | - |
| Idle | USD $59.68/hr | - | - |

### Active Rate

**Internal Charge Rate displayed using default cost factors** **USD $79.33**

Revised Date: 2nd quarter 2026

** formerly known as Custom Cost Evaluator*

The equipment represented in this report has been exclusively prepared for (bids@harperbro.com)

EquipmentWatch

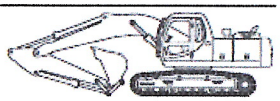
www.equipmentwatch.com

All prices shown in US dollars ($)

# Internal Charge Rate*

May 11, 2026

**Hitachi ZAXIS 450LC-3**
Crawler Mounted Hydraulic Excavators



Size Class:
**40.5 - 50.4 mt**
Weight:
**106180 lbs**

## Configuration for ZAXIS 450LC-3

| | | | |
|---|---|---|---|
| Horsepower | **348.0 hp** | Operating Weight | **48.2 mt** |
| Power Mode | **Diesel** | | |

## Hourly Ownership Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Depreciation | USD $49.28/hr | - | - |
| Cost of Facilities Capital (CFC) | USD $19.90/hr | - | - |
| Overhead | USD $32.76/hr | - | - |
| Overhaul Labor | USD $17.14/hr | - | - |
| Overhaul Parts | USD $31.41/hr | - | - |
| **Total Hourly Ownership Cost:** | **USD $150.50/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

## Hourly Operating Costs

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Field Labor | USD $2.99/hr | - | - |
| Field Parts | USD $31.19/hr | - | - |
| Ground Engaging Component (GEC) | USD $4.99/hr | - | - |
| Tire | USD $0.00/hr | - | - |
| Electrical/Fuel | USD $33.53/hr | - | - |
| Lube | USD $8.87/hr | - | - |
| **Total Operating Ownership Cost:** | **USD $81.58/hr** | **-** | **-** |
| **User Defined Adjustments:** | | | |

## Total

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Hourly Ownership Costs | USD $150.50/hr | - | - |
| Hourly Operating Costs | USD $81.58/hr | - | - |
| **Total Hourly Cost** | **USD $232.07** | **-** | **-** |

## Non-active use rates

| | Standard Value | User Adjusted Value | Variance |
|---|---|---|---|
| Standby | USD $101.95/hr | - | - |
| Idle | USD $184.03/hr | - | - |

## Active Rate

**Internal Charge Rate displayed using default cost factors** **USD $232.07**

Revised Date: 2nd quarter 2026

** formerly known as Custom Cost Evaluator*

The equipment represented in this report has been exclusively prepared for (bids@harperbro.com)

# RFI 19 Response and Revised Plan Sheets

**Public Works & Engineering**
2123 Market St
Baytown, Texas 77520
P: (281) 420-7154

**Project: RW1901 Garth Road Reconstruction Phase A & B**
Baytown, Texas 77521

# RFI #19: Independence RCB Connection Error

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 04/06/26 |
| **To** | Tyler Barrows (Kimley-Horn and Associates)<br>Stephen Kelly (Kimley-Horn and Associates) | **From** | Brian Hancock (Harper Brothers Construction, LLC) |
| **Date Initiated** | Mar 30, 2026 | **Due Date** | Apr 8, 2026 |
| **Location** | | **Project Stage** | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | **Cost Code** | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Received From** | | | |
| **Copies To** | Geovanna Arguelles (City of Baytown), Tyler Barrows (Kimley-Horn and Associates), Johana Campos (City of Baytown), Monica Cisneros (City of Baytown), Rafael Errisuriz (City of Baytown), Cory Halley (Harper Brothers Construction, LLC), Brian Hancock (Harper Brothers Construction, LLC), Martin Hernandez (City of Baytown), Troy Leal (Harper Brothers Construction, LLC), Javier Sauceda (BGE, Inc), Christopher Scullion (BGE, Inc) , Bryce Watson (BGE, Inc) | | |

## Activity

**Question**

**Question from Brian Hancock Harper Brothers Construction, LLC** *on Monday, Mar 30, 2026 at 11:59 AM EDT*

At the intersection of Independence, the RCB at the cross culvert is connecting to a perpendicular run that travels south to north. This RCB connection is not shown in the details and according to the manufacturer is not feasible with RCB alone due to the wall thickness and length of the RCB units. Harper Brothers recommends the installation of junction boxes to combine the RCB at the point of intersection. This problem exists in multiple areas on this segment of the drainage.

**Attachments**
RFI 19.pdf

**Official Response**

**Response from Tyler Barrows Kimley-Horn and Associates** *on Sunday, Apr 5, 2026 at 02:38 PM EDT*

See attached revised plan sheets and additional junction box details for the connections on the West side of Garth Road. An 11'x11' junction box is to be added to the 8'x4' RCB connection and a 13'x13' Junction box is to be added at the 10'x5' connection. The 8'x4' RCB is no longer required at station 182+00 and has been removed. A cost breakdown has been provided minus the cost for the additional 13'x13' junction box as this does not have a unit cost associated with it yet. We will issue connection details for the connections on the East side of Garth at a later time.

**Attachments**
RFI-19 Plan Sheet Revisions.pdf, RFI-19 Cost Breakdown.xlsx

## DRAINAGE SUMMARY

| LOCATION | 400 7010 | 402 7001 | 450 7044 | 432 7005 | 462 7003 | 462 7007 | 462 7021 | 462 7033 | 462 7047 | 462 7020 | 462 7010 | 464 7017 | 464 7002 | 464 7003 | 464 7005 | 464 7007 | 464 7009 | 465 7005 | 465 7006 | 465 7009 | 465 6721 | 465 6724 | 465 6720 | 465 6725 | 465 6726 | 465 6723 | 465 6722 | 465 6727 | 465 N/A |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CEM STABIL BKFL | TRENCH EXCAVATION PROTECTION | RAIL (TY PR11) | RIPRAP (CONC) (CL B) | CONC BOX CULV (4 FT X 2 FT) | CONC BOX CULV (5 FT X 3 FT) | CONC BOX CULV (8 FT X 4 FT) | CONC BOX CULV (10 FT X 5 FT) | CONC BOX CULV (12 FT X 4 FT) | CONC BOX CULV (8 FT X 3 FT) | CONC BOX CULV (6 FT X 2 FT) | RC PIPE (CL IV) (12 IN) | RC PIPE (CL III) (15 IN) | RC PIPE (CL III) (18 IN) | RC PIPE (CL III) (24 IN) | RC PIPE (CL III) (30 IN) | RC PIPE (CL III) (36 IN) | JCTBOX (COMPL) (PJB) (3FTX3FT) | JCTBOX (COMPL) (PJB) (4FTX4FT) | JCTBOX (COMPL) (PJB) (5FTX5FT) | JCT BOX (COMPL) (SPL) (7'x8') | JCT BOX (COMPL) (SPL) (11'x11') | JCT BOX (COMPL) (SPL) (4'x16') | JCT BOX (COMPL) (SPL) (16'x16') | JCT BOX (COMPL) (SPL) (16'x21') | JCT BOX (COMPL) (SPL) (9'x24') | JCT BOX (COMPL) (SPL) (9'x16') | JCT BOX (COMPL) (SPL) (21'x24') | JCT BOX (COMPL) (SPL) (13'x13') |
| | CY | LF | LF | CY | LF | LF | LF | LF | LF | LF | LF | LF | LF | LF | LF | LF | LF | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA |
| DRAINAGE PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SHEET 1 OF 24 | 643 | 510 | 38 | 13 | | 26 | | | | 50 | 1036 | | | 12 | 104 | | | | | | 1 | | | | | | | 1 | |
| SHEET 2 OF 24 | 506 | 339 | 38 | 10 | | | | | | 76 | 838 | | | 36 | 170 | 29 | | 1 | | | | | | | 1 | | | 1 | |
| SHEET 3 OF 24 | 977 | 602 | | | | | 56 | | | | 1806 | | | 177 | | | | | | | | | | | | | | | |
| SHEET 4 OF 24 | 948 | 601 | | | | | | | | | 1751 | | | 93 | | 55 | | | | | | | | | | | | | |
| SHEET 5 OF 24 | 922 | 600 | | 6 | | | | | | | 1818 | | | 48 | | 32 | | | | | | | | | | 2 | | | |
| SHEET 6 OF 24 | 688 | 600 | | | | | | | | | 1188 | | | 42 | | | | | | 1 | | | | | | | 1 | | |
| SHEET 7 OF 24 | 955 | 600 | | | 78 | | | | | | 1794 | | | 118 | 3 | | | | | | | | | | | | | | |
| SHEET 8 OF 24 | 703 | 600 | | | | | | | | | 1200 | | | 65 | | | | | | | | | | | | | | | |
| SHEET 9 OF 24 | 948 | 600 | | | | | | | | | 1800 | | | 85 | | | | | | | | | | | | | | | |
| SHEET 10 OF 24 | 707 | 600 | | | | | | | | | 1200 | | | 78 | | | | | | | | | | | | | | | |
| SHEET 11 OF 24 | 452 | 370 | | | | | 393 | | | 26 | 105 | | | 53 | | | | | | | | 1 | | | | | | | |
| SHEET 12 OF 24 | 375 | 316 | | | | | | | | | 624 | | | 66 | | | | | | | | | | | | | | | |
| SHEET 13 OF 24 | 1257 | 714 | | | | | 974 | 256 | 128 | | | | | 24 | | | | | | | | | | | | | | | |
| SHEET 14 OF 24 | 750 | 626 | 64 | 67 | | | 487 | 128 | | | | | | 61 | | | | | | | | 1 | | | | | | | 1 |
| SHEET 15 OF 24 | 1143 | 600 | | | | | | 1196 | | | | | | 11 | 11 | | | | | | | | | | | | | | |
| SHEET 16 OF 24 | 769 | 600 | | | | | | 600 | | | | | | 29 | 20 | 14 | | | | | | | | | | | | | |
| SHEET 17 OF 24 | 977 | 600 | | | | | | 840 | | | | 9 | 5 | 234 | | | | | 1 | | | | | | | | | | |
| SHEET 18 OF 24 | 790 | 600 | | | | | | 600 | | | | 4 | | 74 | 28 | 26 | | | | | | | | | | | | | |
| SHEET 19 OF 24 | 802 | 600 | | | | | | 600 | | | | | | 131 | 44 | | 43 | | 1 | | | | | | | | | | |
| SHEET 20 OF 24 | 758 | 600 | | | | | | 570 | | | 26 | | | 29 | | 33 | 19 | | | | | | 1 | | | | | | |
| SHEET 21 OF 24 | 644 | 484 | | | | | | 57 | | | 946 | | | 105 | | | | | | 1 | | | 1 | | | | | | |
| SHEET 22 OF 24 | 414 | 484 | | | | | | | | | 484 | | | 193 | | | | | 1 | | | | | 1 | | | | | |
| SHEET 23 OF 24 | 34 | 482 | | 12 | | | | | | 778 | 186 | | | | | | | | | | | | | | | | | | |
| SHEET 24 OF 24 | 13 | 480 | | | | | | | | 928 | | | | | | | | | | | | | | | | | | | |
| Pond | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **PROJECT TOTALS** | **17175** | **13208** | **140** | **108** | **78** | **26** | **1910** | **4847** | **128** | **1858** | **16802** | **13** | **5** | **1764** | **380** | **189** | **62** | **1** | **3** | **2** | **1** | **2** | **2** | **1** | **1** | **2** | **1** | **2** | **1** |

## DRAINAGE SUMMARY (CONT.)

| LOCATION | 465 7315 | 465 7314 | 465 7317 | 465 PLANS | 466 7147 | 466 7177 | 466 7175 | 467 7308 | 467 7328 | 467 7348 | 467 7368 | 467 7123 | 420 7061 | 420 7009 | 465 7305 | 465 7306 | 465 7307 | 465 7308 | 400 7011 | 110 7002 | 132 7006 | 420 7067 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | INLET (COMPL) (TY AAD) (HOU) | INLET (COMPL) (TY AD) (HOU) | INLET (COMPL) (TY AZ2G) (HOU) | MANH (COMPL) (SPL) | WINGWALL (FW - 0) (HW=5 FT) | WINGWALL (PW - 1) (HW=7 FT) | WINGWALL (PW - 1) (HW=5 FT) | SET (TY II) (18 IN) (RCP) (6:1) (P) | SET (TY II) (24 IN) (RCP) (6:1) (P) | SET (TY II) (30 IN) (RCP) (6:1) (P) | SET (TY II) (36 IN) (RCP) (6:1) (P) | SET (TY I) (S= 6 FT) (HW= 2 FT) (6:1) (P) | CL C CONC (COLLAR) | CL A CONC (PLUG) | INLET (COMPL) (CURB) (TY C) (NONE) (HOU) | INLET (COMPL) (CURB) (TY C) (LEFT) (HOU) | INLET (COMPL) (CURB) (TY C) (RIGHT) (HOU) | INLET (COMPL) (CURB) (TY C) (BOTH) (HOU) | CEMENT STAB BACKFILL (INLET OR MH) | EXCAV (CHANNEL) | EMBANK (FNL) (DC) (TY C) | CL C CONC (MISC) |
| | EA | EA | EA | #N/A | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | CY | CY | CY | CY |
| DRAINAGE PLAN | | | | | | | | | | | | | | | | | | | | | | |
| SHEET 1 OF 24 | | | | 3 | | | 1 | | 2 | | | | | | | | 1 | | 33 | | | |
| SHEET 2 OF 24 | 1 | 1 | | 2 | | | 1 | | 1 | 1 | | | | | | 1 | | | 54 | | | |
| SHEET 3 OF 24 | 4 | | | 3 | | | | | | | | | | | | | 3 | | 20 | | | |
| SHEET 4 OF 24 | 1 | 2 | | 3 | | | | | | 1 | | | | 1 | | 3 | | | 20 | | | |
| SHEET 5 OF 24 | | | | 2 | | | 1 | | | | | | 1 | | | | 1 | | 37 | | | |
| SHEET 6 OF 24 | 1 | | | 3 | | | | | | | | | | | | 1 | | | 31 | | | |
| SHEET 7 OF 24 | | | | 6 | | | | 2 | | | | | 1 | 2 | 2 | | 2 | | 27 | | | |
| SHEET 8 OF 24 | | 2 | | | | | | | | | | | 1 | | | 2 | | | 13 | | | |
| SHEET 9 OF 24 | | 1 | | | | | | | | | | | | | | | 3 | | 20 | | | |
| SHEET 10 OF 24 | | 4 | | 2 | | | | | | | | | | | | 3 | | | 20 | | | |
| SHEET 11 OF 24 | | 1 | | 4 | | | | | | | | | | 5 | | | 3 | | 20 | | | |
| SHEET 12 OF 24 | | 2 | | 3 | | | | | | | | | | 3 | | 3 | | | 20 | | | |
| SHEET 13 OF 24 | | | | | | | | | | | | | | | | | 2 | | 13 | | | |
| SHEET 14 OF 24 | | | | 3 | | 1 | | | | | | | 2 | | | 2 | | | 13 | | | |
| SHEET 15 OF 24 | | | | 2 | | | | | | | | | | | | | 2 | | 13 | | | |
| SHEET 16 OF 24 | | | | 2 | | | | | | | | | 3 | | 1 | 1 | | | 13 | | | |
| SHEET 17 OF 24 | | | 2 | 2 | | | | | | | | | 4 | | | | 2 | | 20 | | | |
| SHEET 18 OF 24 | 3 | | | | | | | | | | | | 1 | | 1 | 1 | | | 13 | | | |
| SHEET 19 OF 24 | 1 | | | 1 | | | | | | | 1 | | 1 | | | 1 | 6 | | 47 | | | |
| SHEET 20 OF 24 | | | 1 | 2 | | | | | | | | | 2 | | | 1 | | | 7 | | | |
| SHEET 21 OF 24 | 1 | | | 2 | | | | | | | | 2 | | | | 1 | 1 | 1 | 20 | | | |
| SHEET 22 OF 24 | | | | 1 | | | | 1 | | | | | | | | 1 | 1 | 1 | 2 | | | |
| SHEET 23 OF 24 | | | | 2 | 2 | | | | | | | 2 | | | | | | | | | | |
| SHEET 24 OF 24 | | | | | | | | | | | | | | | | | | | | | | |
| Pond | | | | | | | | | | | | | | | | | | | | 18113 | 12131 | 185 |
| | | | | | | | | | | | | | | | | | | | | | | |
| **PROJECT TOTALS** | **12** | **13** | **3** | **48** | **2** | **1** | **3** | **3** | **3** | **2** | **1** | **4** | **16** | **11** | **4** | **21** | **27** | **2** | **476** | **18113** | **12131** | **185** |

Kimley»Horn F-928

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GARTH ROAD RECONSTRUCTION
PHASE A AND B

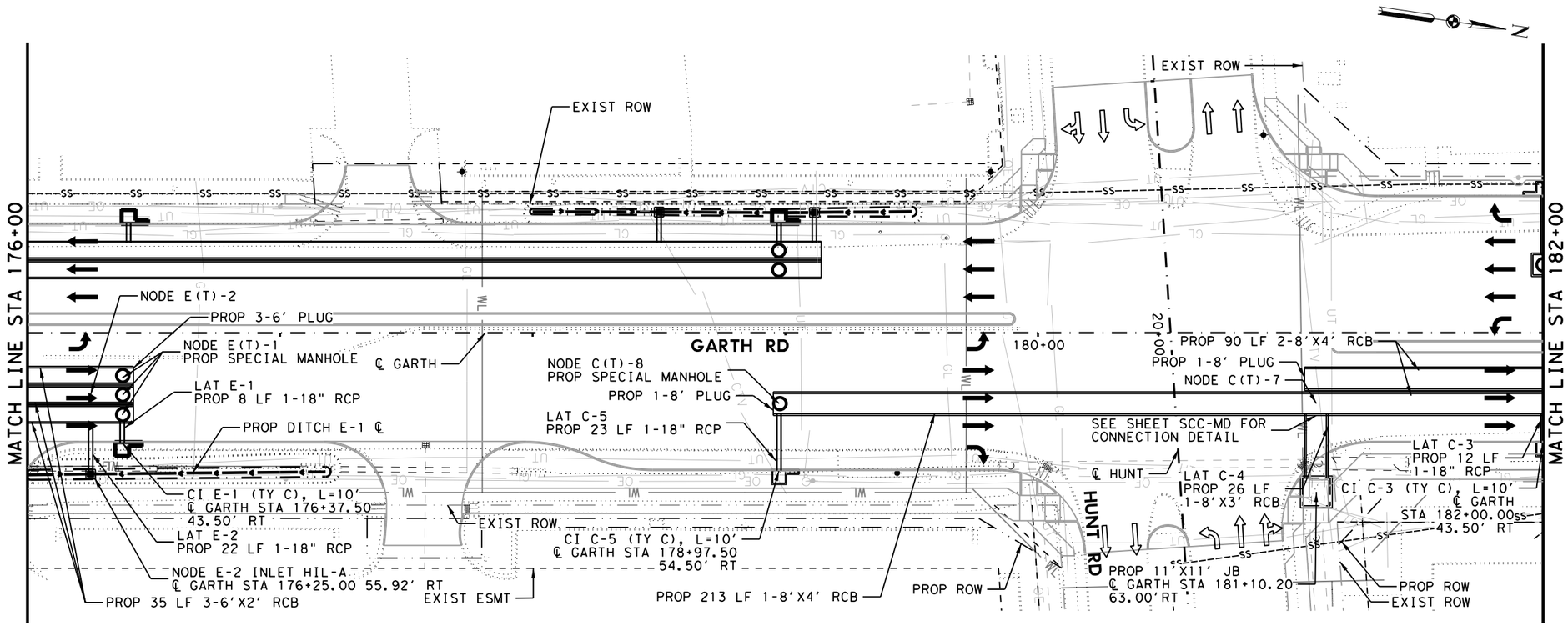
## SUMMARY OF DRAINAGE QUANTITIES

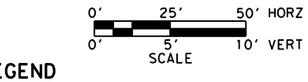
SHEET 1 OF 1

| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | SEE TITLE SHEET | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 24 |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |

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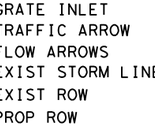




## LEGEND

| | |
|---|---|
| | CURB INLET (TY C) |
| | GRATE INLET |
| | TRAFFIC ARROW |
| | FLOW ARROWS |
| SS | EXIST STORM LINE |
| | EXIST ROW |
| | PROP ROW |
| | EXIST EASEMENT |
| | PROP EASEMENT |
| UT | EXIST TELEPHONE LINE |
| OE | EXIST OVERHEAD ELECTRIC |
| GL | EXIST GAS LINE |
| SS | PROP SANITARY SEWER LINE |
| WL | PROP WATER LINE |
| FL | FLOW LINE |
| TR | TOP OF RIM ELEVATION |
| SMH | TOP OF RIM SPECIAL MANHOLE ELEVATION |
| TOP | TOP OF PAVEMENT ELEVATION |
| THW | TOP OF HEADWALL |
| CI | CURB INLET |
| JB | JUNCTION BOX |

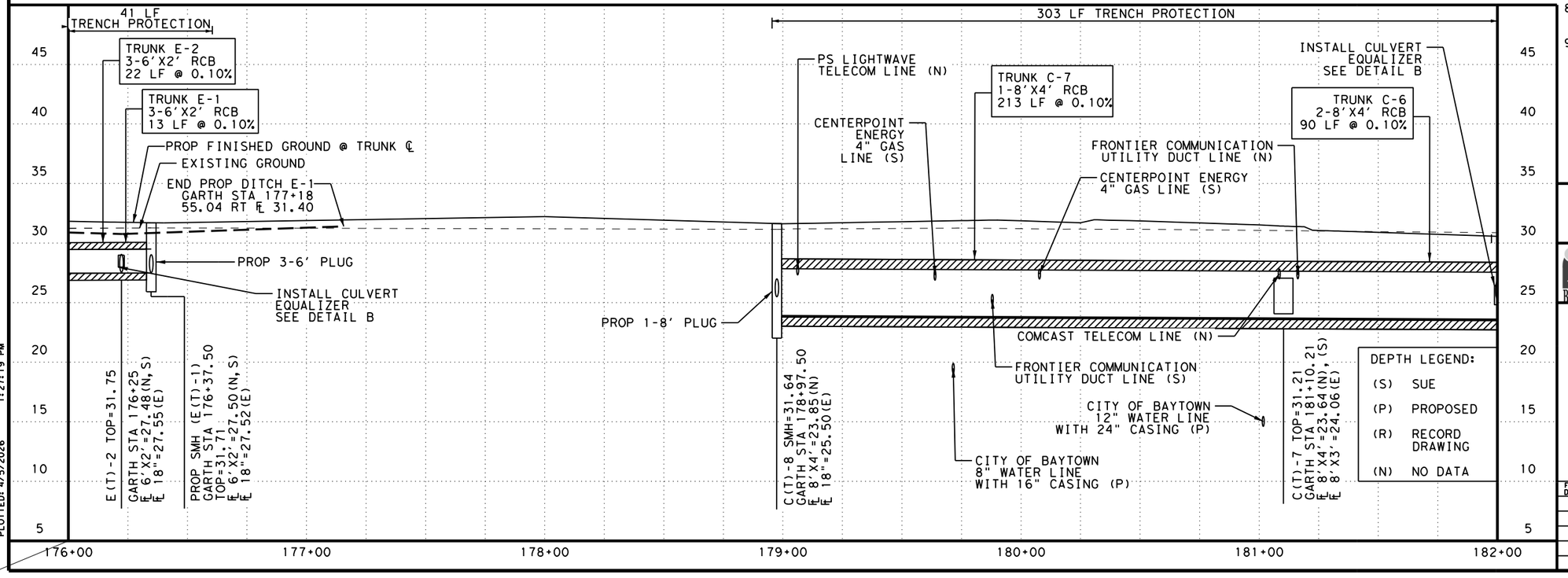
## NOTES:

1. CURB INLET STATION AND OFFSET AT BACK OF CURB.
2. REFER TO JUNCTION BOX DETAILS FOR MORE INFORMATION.
3. REFER TO REMOVAL SHEETS FOR DRAINAGE REMOVAL ITEMS.
4. CONDUIT LENGTHS SHOWN ARE ACTUAL LENGTHS.
5. SEE STORM SEWER LINK COMPUTATIONS FOR ADDITIONAL INFORMATION.
6. HGL BASED OFF CONVEYANCE.
7. SEE TRAFFIC CONTROL NARRATIVE FOR INFORMATION ON REMOVAL OF ABANDONED UTILITIES IN CONFLICT WITH PROPOSED INFRASTRUCTURE.
8. SEE ROADWAY PLAN AND PROFILE DRAWINGS FOR PROPOSED PAVEMENT DATA AND GEOMETRY.
9. SEE SHEETS 275 - 277 FOR PROPOSED PIPE CONNECTION DETAILS.




4/5/2026

## TRUNKLINE E AND C




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BAYTOWN

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GARTH ROAD RECONSTRUCTION
PHASE A AND B

# DRAINAGE PLAN AND PROFILE

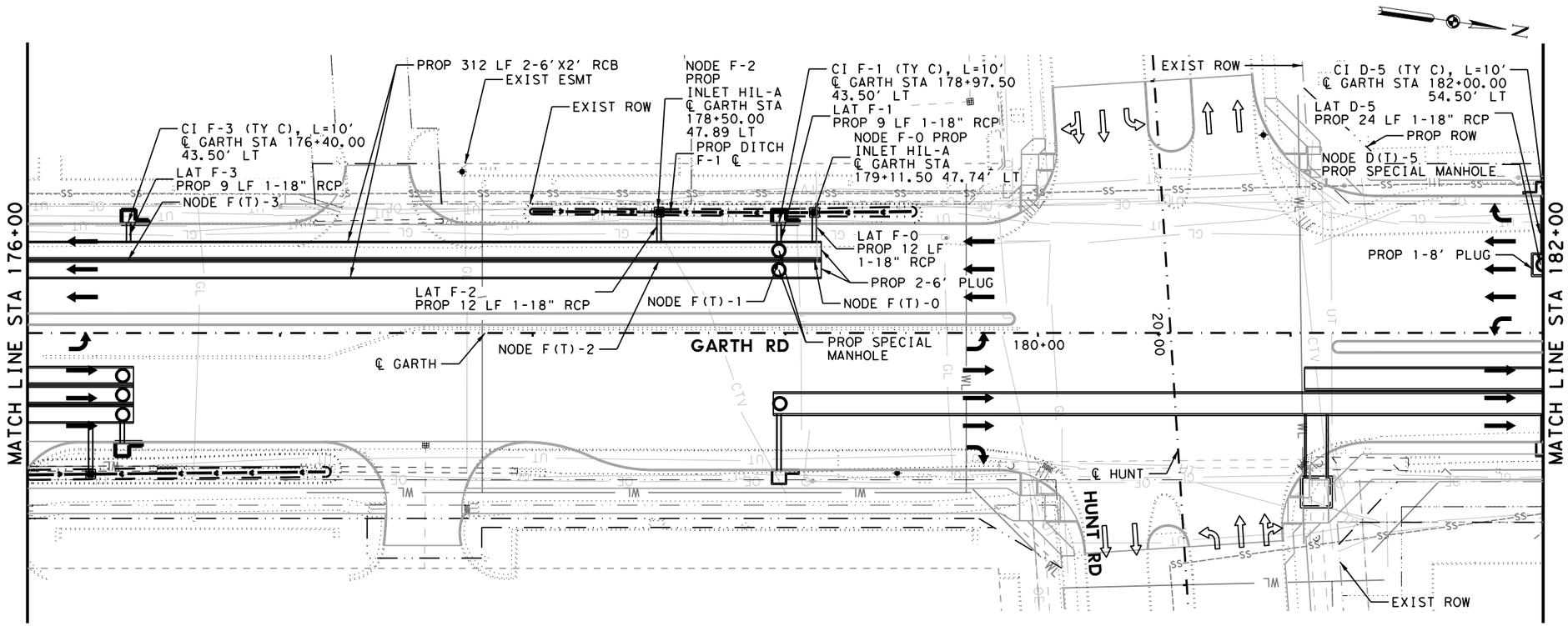
NORTHBOUND
℄ GARTH STA 176+00
TO ℄ GARTH STA 182+00

SHEET 11 OF 24

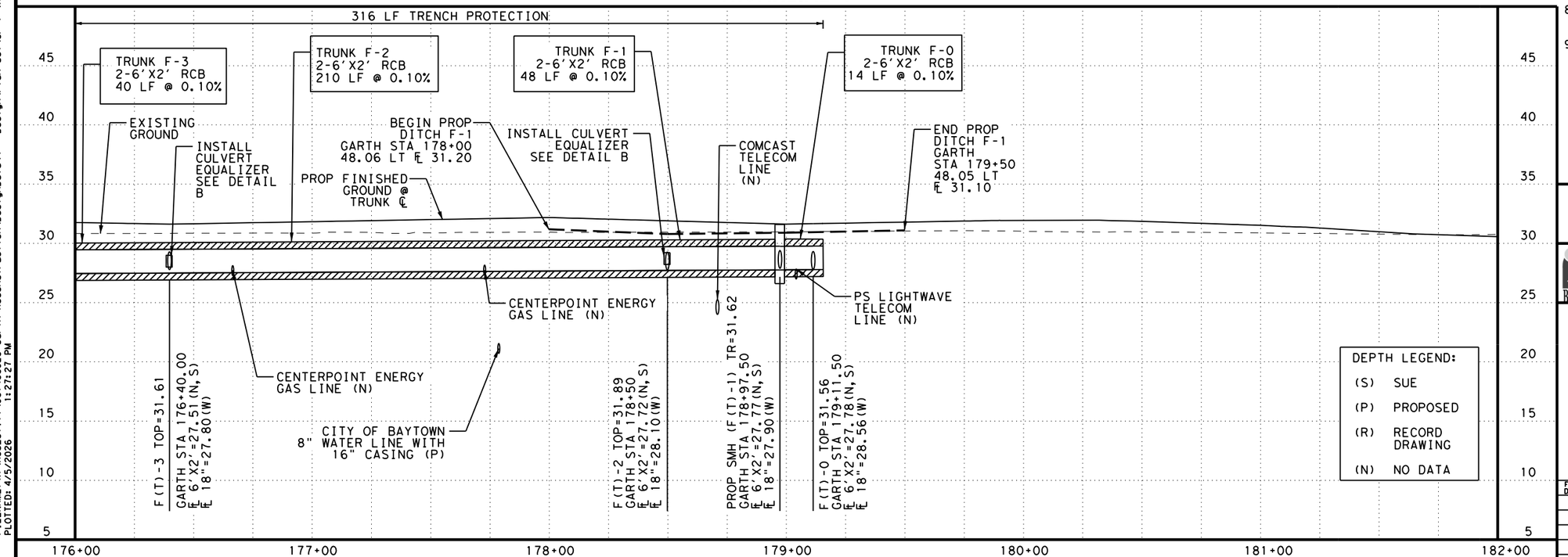
| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | STP 1702(624)MM | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 216 |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |

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## TRUNKLINE F




0' 25' 50' HORZ
0' 5' 10' VERT
SCALE

## LEGEND

| | |
|---|---|
| | CURB INLET (TY C) |
| | GRATE INLET |
| | TRAFFIC ARROW |
| | FLOW ARROWS |
| SS | EXIST STORM LINE |
| | EXIST ROW |
| | PROP ROW |
| | EXIST EASEMENT |
| | PROP EASEMENT |
| UT | EXIST TELEPHONE LINE |
| OE | EXIST OVERHEAD ELECTRIC |
| GL | EXIST GAS LINE |
| SS | PROP SANITARY SEWER LINE |
| WL | PROP WATER LINE |
| FL | FLOW LINE |
| TR | TOP OF RIM ELEVATION |
| SMH | TOP OF RIM SPECIAL MANHOLE ELEVATION |
| TOP | TOP OF PAVEMENT ELEVATION |
| THW | TOP OF HEADWALL |
| CI | CURB INLET |
| JB | JUNCTION BOX |

## NOTES:

1. CURB INLET STATION AND OFFSET AT BACK OF CURB.
2. REFER TO JUNCTION BOX DETAILS FOR MORE INFORMATION.
3. REFER TO REMOVAL SHEETS FOR DRAINAGE REMOVAL ITEMS.
4. CONDUIT LENGTHS SHOWN ARE ACTUAL LENGTHS.
5. SEE STORM SEWER LINK COMPUTATIONS FOR ADDITIONAL INFORMATION.
6. HGL BASED OFF CONVEYANCE.
7. SEE TRAFFIC CONTROL NARRATIVE FOR INFORMATION ON REMOVAL OF ABANDONED UTILITIES IN CONFLICT WITH PROPOSED INFRASTRUCTURE.
8. SEE ROADWAY PLAN AND PROFILE DRAWINGS FOR PROPOSED PAVEMENT DATA AND GEOMETRY.
9. SEE SHEETS 275 - 277 FOR PROPOSED PIPE CONNECTION DETAILS.

STATE OF TEXAS
GLEN MARSHALL
125001
LICENSED
PROFESSIONAL ENGINEER

4/5/2026

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BAYTOWN

Texas Department of Transportation

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GARTH ROAD RECONSTRUCTION
PHASE A AND B

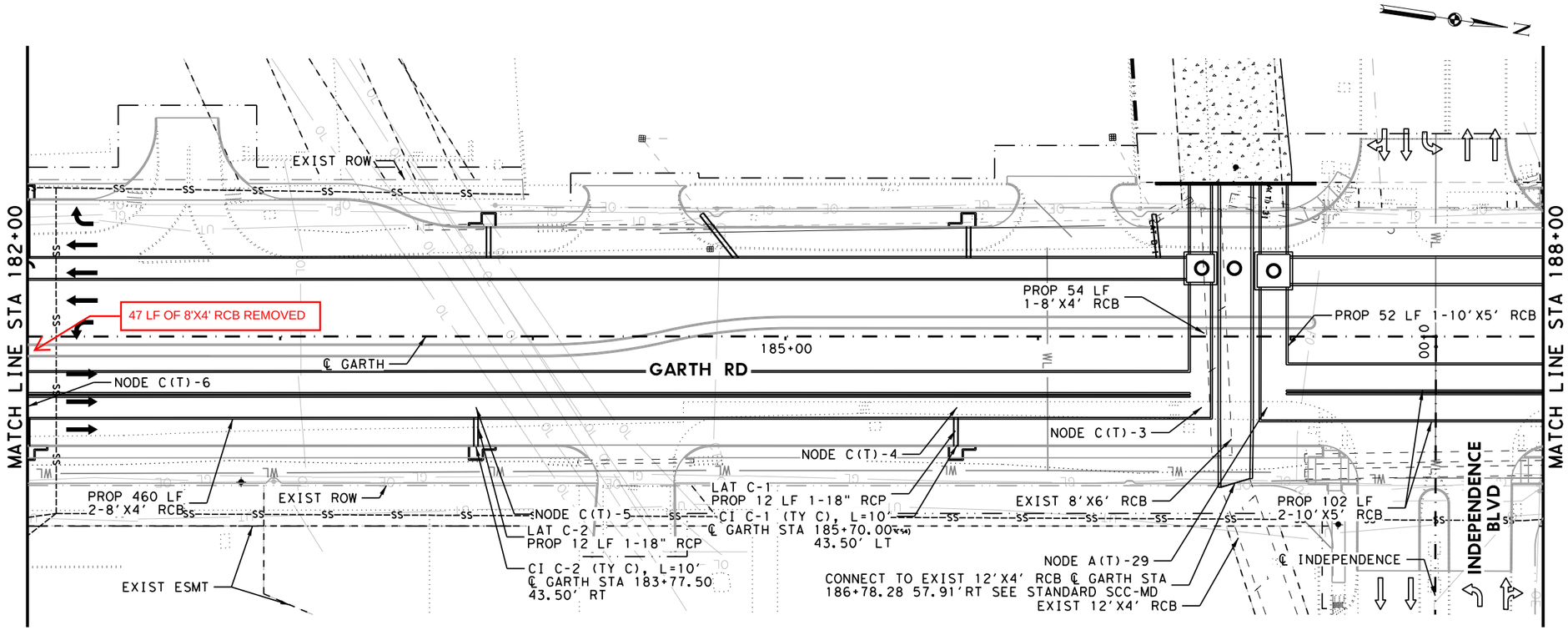
# DRAINAGE PLAN AND PROFILE

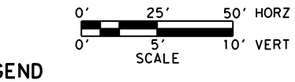
SOUTHBOUND
℄ GARTH STA 176+00 TO
℄ GARTH STA 182+00

SHEET 12 OF 24

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | STP 1702(624)MM | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 217 |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |



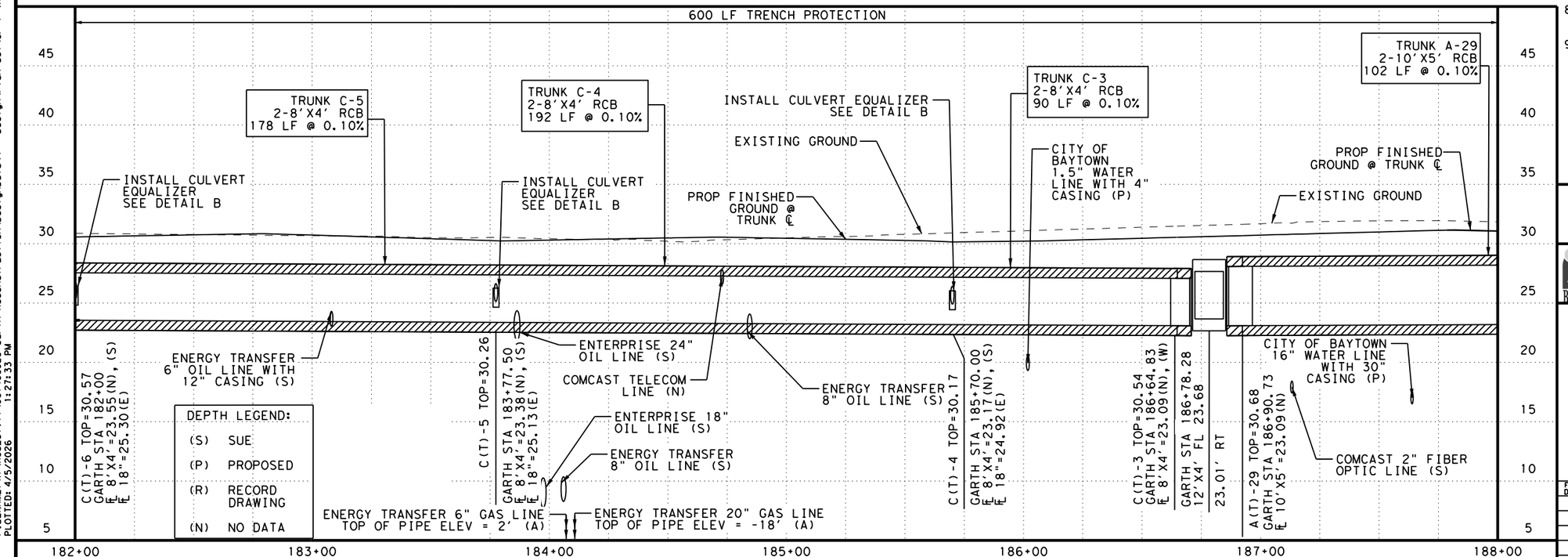

## LEGEND

| | |
|---|---|
| | CURB INLET (TY C) |
| | GRATE INLET |
| | TRAFFIC ARROW |
| | FLOW ARROWS |
| | EXIST STORM LINE |
| | EXIST ROW |
| | PROP ROW |
| | EXIST EASEMENT |
| | PROP EASEMENT |
| UT | EXIST TELEPHONE LINE |
| OE | EXIST OVERHEAD ELECTRIC |
| GL | EXIST GAS LINE |
| SS | PROP SANITARY SEWER LINE |
| WL | PROP WATER LINE |
| FL | FLOW LINE |
| TR | TOP OF RIM ELEVATION |
| SMH | TOP OF RIM SPECIAL MANHOLE ELEVATION |
| TOP | TOP OF PAVEMENT ELEVATION |
| THW | TOP OF HEADWALL |
| CI | CURB INLET |
| JB | JUNCTION BOX |

## NOTES:

1. CURB INLET STATION AND OFFSET AT BACK OF CURB.
2. REFER TO JUNCTION BOX DETAILS FOR MORE INFORMATION.
3. REFER TO REMOVAL SHEETS FOR DRAINAGE REMOVAL ITEMS.
4. CONDUIT LENGTHS SHOWN ARE ACTUAL LENGTHS.
5. SEE STORM SEWER LINK COMPUTATIONS FOR ADDITIONAL INFORMATION.
6. HGL BASED OFF CONVEYANCE.
7. SEE TRAFFIC CONTROL NARRATIVE FOR INFORMATION ON REMOVAL OF ABANDONED UTILITIES IN CONFLICT WITH PROPOSED INFRASTRUCTURE.
8. SEE ROADWAY PLAN AND PROFILE DRAWINGS FOR PROPOSED PAVEMENT DATA AND GEOMETRY.
9. SEE SHEETS 275 - 277 FOR PROPOSED PIPE CONNECTION DETAILS.

## TRUNKLINE C AND A




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125001
LICENSED
PROFESSIONAL ENGINEER
4/5/2026

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GARTH ROAD RECONSTRUCTION
PHASE A AND B

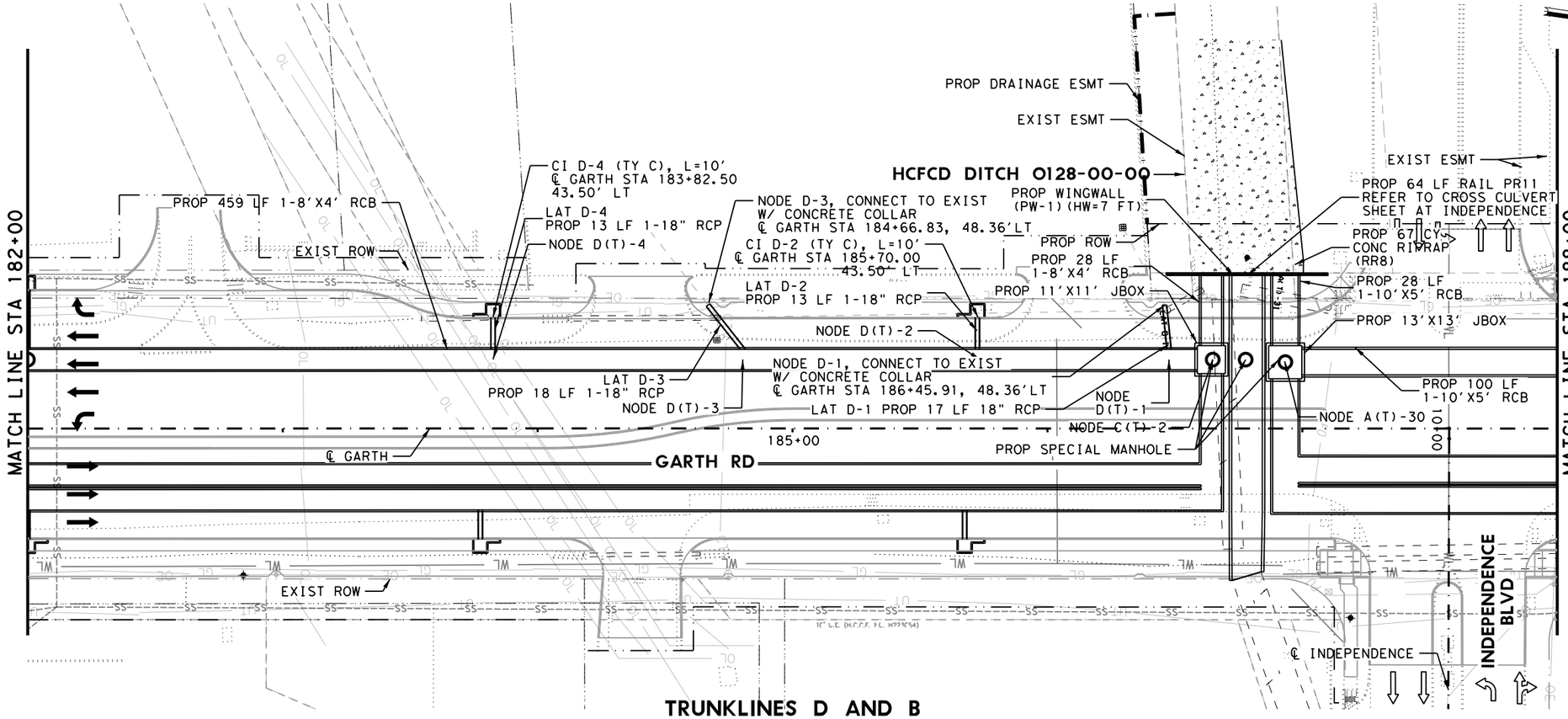
# DRAINAGE PLAN AND PROFILE

NORTHBOUND
℄ GARTH STA 182+00
TO ℄ GARTH STA 188+00

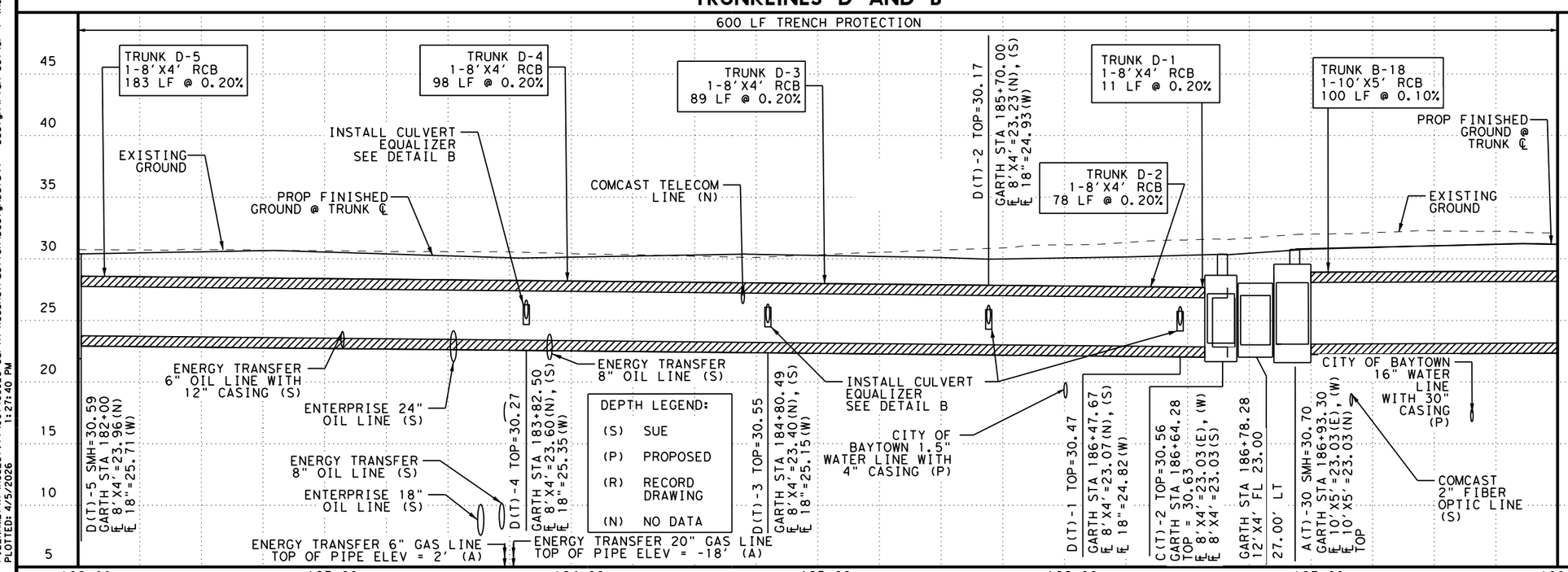
SHEET 13 OF 24

| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | STP 1702(624)MM | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 218 |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |




## TRUNKLINES D AND B




0' 25' 50' HORZ
0' 5' 10' VERT
SCALE

## LEGEND

| | |
|---|---|
| | CURB INLET (TY C) |
| | GRATE INLET |
| | TRAFFIC ARROW |
| | FLOW ARROWS |
| | EXIST STORM LINE |
| | EXIST ROW |
| | PROP ROW |
| | EXIST EASEMENT |
| | PROP EASEMENT |
| UT | EXIST TELEPHONE LINE |
| OE | EXIST OVERHEAD ELECTRIC |
| GL | EXIST GAS LINE |
| SS | PROP SANITARY SEWER LINE |
| WL | PROP WATER LINE |
| FL | FLOW LINE |
| TR | TOP OF RIM ELEVATION |
| SMH | TOP OF RIM SPECIAL MANHOLE ELEVATION |
| TOP | TOP OF PAVEMENT ELEVATION |
| THW | TOP OF HEADWALL |
| CI | CURB INLET |
| JB | JUNCTION BOX |

## NOTES:

1. CURB INLET STATION AND OFFSET AT BACK OF CURB.
2. REFER TO JUNCTION BOX DETAILS FOR MORE INFORMATION.
3. REFER TO REMOVAL SHEETS FOR DRAINAGE REMOVAL ITEMS.
4. CONDUIT LENGTHS SHOWN ARE ACTUAL LENGTHS.
5. SEE STORM SEWER LINK COMPUTATIONS FOR ADDITIONAL INFORMATION.
6. HGL BASED OFF CONVEYANCE.
7. SEE TRAFFIC CONTROL NARRATIVE FOR INFORMATION ON REMOVAL OF ABANDONED UTILITIES IN CONFLICT WITH PROPOSED INFRASTRUCTURE.
8. SEE ROADWAY PLAN AND PROFILE DRAWINGS FOR PROPOSED PAVEMENT DATA AND GEOMETRY.
9. SEE SHEETS 275 - 277 FOR PROPOSED PIPE CONNECTION DETAILS.




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GARTH ROAD RECONSTRUCTION
PHASE A AND B

# DRAINAGE PLAN AND PROFILE

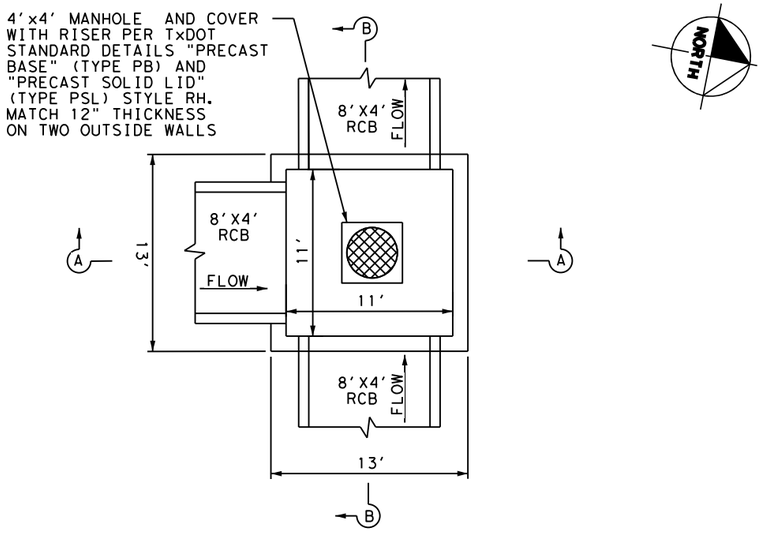
SOUTHBOUND
℄ GARTH STA 182+00 TO
℄ GARTH STA 188+00

SHEET 14 OF 24

| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | STP 1702(624)MM | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 219 |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |

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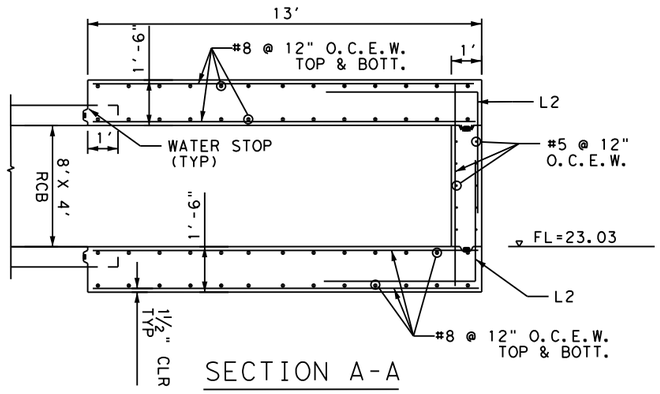



JUNCTION BOX PLAN-STA 186+64.28 27' LT

SCALE: 1"=10'

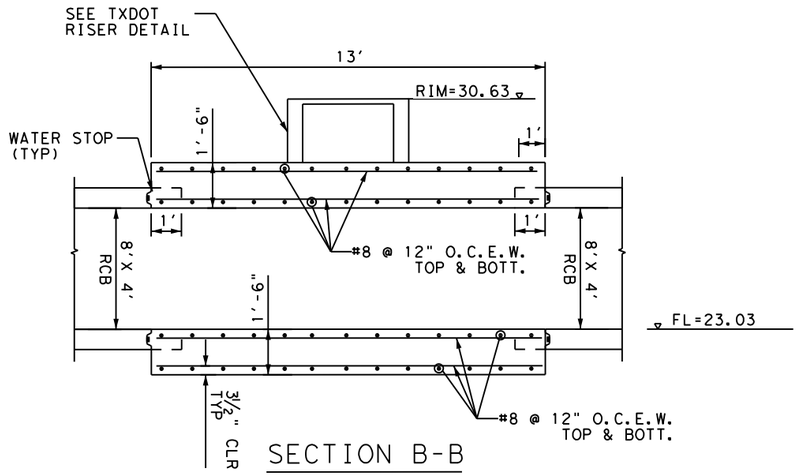
JUNCTION BOX NOTES:

1. REFERENCES TO TXDOT SHALL BE THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, 2024 EDITION.
2. ALL EXCAVATION, SUBGRADE PREPARATION, COMPACTION, AND BACKFILL SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT GORRONDONA ENGINEERING SERVICES, INC. DATED MAY 27, 2021.
3. ALL CONCRETE SHALL BE DESIGNED, MIXED, TRANSPORTED, AND PLACED IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, 2024.
4. CONCRETE MIX DESIGN SHALL BE IN ACCORDANCE WITH TXDOT ITEM 421, HYDRAULIC CEMENT CONCRETE. ALL CONCRETE SHALL BE CLASS C (f±c = 3,600 PSI).
5. ALL REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 IN ACCORDANCE WITH TXDOT ITEM 440, REINFORCEMENT FOR CONCRETE. CONTRACTOR SHALL SUBMIT CERTIFICATION FOR REINFORCING STEEL. REINFORCING PLACEMENT SHALL BE IN ACCORDANCE WITH TXDOT ITEM 440.
6. LOCATION OF ALL JOINTS SHALL BE AS SHOWN. JOINT SEALERS AND FILLERS SHALL BE IN ACCORDANCE WITH TXDOT ITEM 438, CLEANING AND SEALING JOINTS. SEALANT SHALL BE POLYURETHANE CLASS I PER TXDOT MATERIAL SPECIFICATION DMS-6310.
7. TXDOT PB AND PDD SHALL BE REFERRED FOR PRECAST REDUCED RISERS. DETAILING OF TOP SLAB HOLE TO ACCOMMODATE PRECAST REDUCED RISER.
8. REINFORCEMENT IN RCB AND RISER NOT SHOWN FOR CLARITY.
9. TYPICAL CONCRETE COVER FOR REINFORCEMENT SHALL BE MINIMUM 1 1/2" UNLESS OTHERWISE NOTED. WHERE CONCRETE IS CAST AGAINST SOIL, THE MINIMUM COVERAGE OF REINFORCEMENT SHALL BE MINIMUM 3".
10. CUT VERTICAL LEG AS NECESSARY TO CLEAR PROPOSED RCB/RCP.
11. ALL REINFORCEMENT ARE #5 SPACED AT 12" MAX. EXCEPT NOTED OTHERWISE.
12. ADD #5 3'X3' L SHAPED BARS AT ALL EXTERIOR CORNERS, WHERE APPLICABLE.



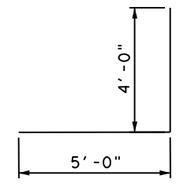

SECTION A-A

SCALE: 1"=5'




SECTION B-B

SCALE: 1"=5'




L2, #5 AT 12" MAX

4/5/2026

STATE OF TEXAS
TYLER BARROWS
147138
LICENSED PROFESSIONAL ENGINEER

Kimley»Horn F-928

BAYTOWN

Texas Department of Transportation
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GARTH ROAD RECONSTRUCTION
PHASE A AND B

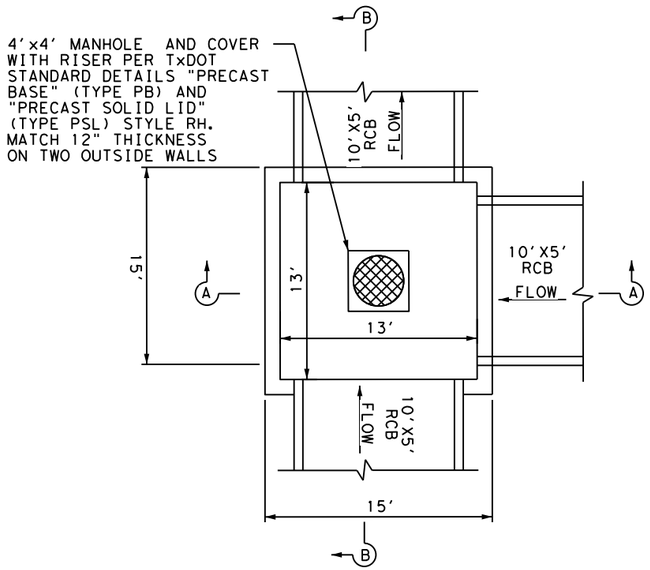
## JUNCTION BOX DETAILS

SHEET 8 OF 9

| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | STP 1702(624)MM | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 274A |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |

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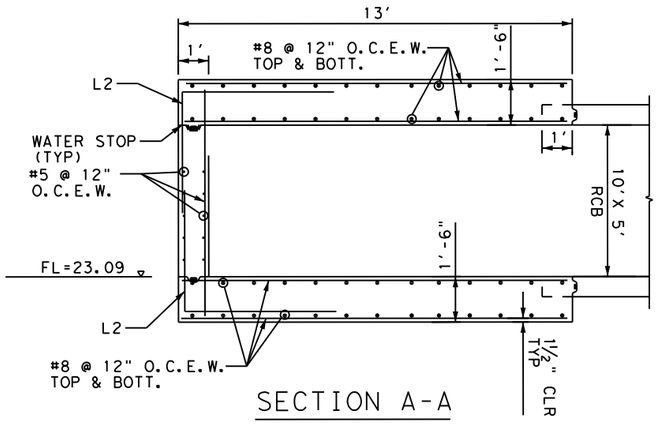



JUNCTION BOX PLAN-STA 186+93.90 LT

SCALE: 1"=10'

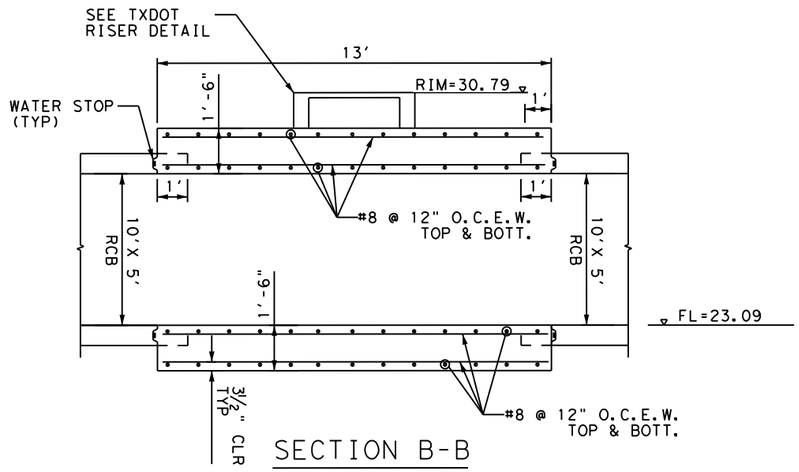
JUNCTION BOX NOTES:

1. REFERENCES TO TXDOT SHALL BE THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, 2024 EDITION.
2. ALL EXCAVATION, SUBGRADE PREPARATION, COMPACTION, AND BACKFILL SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT GORRONDONA ENGINEERING SERVICES, INC. DATED MAY 27, 2021.
3. ALL CONCRETE SHALL BE DESIGNED, MIXED, TRANSPORTED, AND PLACED IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, 2024.
4. CONCRETE MIX DESIGN SHALL BE IN ACCORDANCE WITH TXDOT ITEM 421, HYDRAULIC CEMENT CONCRETE. ALL CONCRETE SHALL BE CLASS C (f±c = 3,600 PSI).
5. ALL REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 IN ACCORDANCE WITH TXDOT ITEM 440, REINFORCEMENT FOR CONCRETE. CONTRACTOR SHALL SUBMIT CERTIFICATION FOR REINFORCING STEEL. REINFORCING PLACEMENT SHALL BE IN ACCORDANCE WITH TXDOT ITEM 440.
6. LOCATION OF ALL JOINTS SHALL BE AS SHOWN. JOINT SEALERS AND FILLERS SHALL BE IN ACCORDANCE WITH TXDOT ITEM 438, CLEANING AND SEALING JOINTS. SEALANT SHALL BE POLYURETHANE CLASS I PER TXDOT MATERIAL SPECIFICATION DMS-6310.
7. TXDOT PB AND PDD SHALL BE REFERRED FOR PRECAST REDUCED RISERS. DETAILING OF TOP SLAB HOLE TO ACCOMMODATE PRECAST REDUCED RISER.
8. REINFORCEMENT IN RCB AND RISER NOT SHOWN FOR CLARITY.
9. TYPICAL CONCRETE COVER FOR REINFORCEMENT SHALL BE MINIMUM 1 1/2" UNLESS OTHERWISE NOTED. WHERE CONCRETE IS CAST AGAINST SOIL, THE MINIMUM COVERAGE OF REINFORCEMENT SHALL BE MINIMUM 3".
10. CUT VERTICAL LEG AS NECESSARY TO CLEAR PROPOSED RCB/RCP.
11. ALL REINFORCEMENT ARE #5 SPACED AT 12" MAX. EXCEPT NOTED OTHERWISE.
12. ADD #5 3'X3' L SHAPED BARS AT ALL EXTERIOR CORNERS, WHERE APPLICABLE.



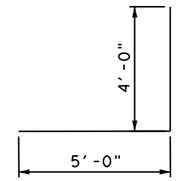

SECTION A-A

SCALE: 1"=5'




SECTION B-B

SCALE: 1"=5'




L2, #5 AT 12" MAX

4/5/2026

STATE OF TEXAS
TYLER BARROWS
147138
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn F-928

BAYTOWN

Texas Department of Transportation

© 2025

GARTH ROAD RECONSTRUCTION
PHASE A AND B

## JUNCTION BOX DETAILS

SHEET 9 OF 9

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. |
|---|---|---|
| 6 | STP 1702(624)MM | GARTH |

| STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|
| TEXAS | HOU | HARRIS | 274B |
| CONT. | SECT. | JOB | |
| 0912 | 72 | 359 | |

FILENAME: K:\HOU_Civil\067466028-Garth Reconstruction\DesignData\4 - Design\Plan Set\CP 1 (A&B)\5. Drainage_DETAILS\JBOX09.dgn
PLOTTED: 4/5/2026 1:29:09 PM

# 4. Elimination of Existing Pavement Markings Throughout the Project Limits

# Contractor Pricing Submittal

## Bryce Watson

**From:** Brian Hancock <Brian.Hancock@harperbro.com>
**Sent:** Tuesday, April 28, 2026 2:47 PM
**To:** Bryce Watson
**Cc:** Cory Halley
**Subject:** CO 01 - Elimination of Striping
**Attachments:** CO 01 - Eliminate Striping.xlsx; Invoice_12780_from_Traffic_Signs__Lines_LLC.pdf

**Follow Up Flag:** Flag for follow up
**Flag Status:** Completed

External email

Bryce,

Please see the attached Change order and back-up for the elimination of striping that was missed on the plans. Please let me know if there are any discrepancies or needed corrections.

**Brian Hancock**
**Project Engineer**
**1310 Rankin RD, Suite 200 Houston, TX 77073**
**C: 346.323.0686**

HARPER BROTHERS CONSTRUCTION

## CHANGE ORDER

**Project:** Garth Road Phase A & B
**Control:** 0912-72-359
**Scope of Work:** Elimination of Exisiting Striping

| HBC LABOR ITEMS | | QUANTITY | UOM | MANHOURS | HOURLY RATE | COST |
|---|---|---|---|---|---|---|
| | | | EA | | | $ - |
| | | | | | SUBTOTAL HBC LABOR: | $ - |
| | | | | | BURDEN @: 55.00% | $ - |
| | | | | | LABOR MARK-UP: 25.00% | $ - |
| | | | | | TOTAL HBC LABOR: | $ - |

| HBC MATERIAL ITEMS | | QUANTITY | UOM | | UNIT COST | COST |
|---|---|---|---|---|---|---|
| | | | | | | $ - |
| | | | | | | |
| | | | | | | |
| | | | | | | $ - |
| | | | | | SUBTOTAL HBC MATERIAL: | $ - |
| | | | | | MATERIAL MARK-UP: 25.00% | $ - |
| | | | | | TOTAL HBC MATERIAL: | $ - |

| HBC EQUIPMENT ITEMS | | QUANTITY | | HOURS | HOURLY RATE | COST |
|---|---|---|---|---|---|---|
| | | | EA | | | $ - |
| | | | EA | | | $ - |
| | | | EA | | | $ - |
| | | | EA | | | $ - |
| | | | EA | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | SUBTOTAL HBC EQUIPMENT: | $ - |
| | | | | | EQUIPMENT MARK-UP: 15.00% | $ - |
| | | | | | TOTAL HBC EQUIPMENT: | $ - |

| SUBCONTRACTOR ITEMS | Quantity Ph1 Step 4 | QUANTITY PH1 Step 5 - Phase 4 | UOM | | UNIT COST | COST |
|---|---|---|---|---|---|---|
| 677-7001 ELIM EXIST PAV MRK & MRKS (4") | 10,694.00 | 10,211.00 | LF | | $ 0.45 | $ 9,407.25 |
| 677-7004 ELIM EXIST PAV MRK & MRKS (8") | 1,299.00 | 600.00 | LF | | $ 0.90 | $ 1,709.10 |
| 677-7008 ELIM EXIST PAV MRK & MRKS (24") | 298.00 | 369.00 | LF | | $ 3.00 | $ 2,001.00 |
| 677-7009 ELIM EXIST PAV MRK & MRKS (ARROW | 11.00 | 16.00 | EA | | $ 65.00 | $ 1,755.00 |
| 677-7015 ELIM EXIST PAV MRK & MRKS (WORD) | 7.00 | 6.00 | EA | | $ 65.00 | $ 845.00 |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | |
| | | | | | SUBTOTAL SUBCONTRACTOR: | $ 15,717.35 |
| | | | | | SUBCONTRACTOR MARK-UP: 5.00% | $ 785.87 |
| | | | | | TOTAL SUBCONTRACTED ITEMS: | $ 16,503.22 |

| | | |
|---|---|---|
| TOTAL HBC ITEMS: | | $ - |
| TOTAL SUBCONTRACTOR ITEMS: | | $ 16,503.22 |
| SUBTOTAL | | $ 16,503.22 |
| BOND | 1% | $ 165.03 |
| **TOTAL** | | **$ 16,668.25** |

**Traffic Signs & Lines LLC**
914 Broadway Ave
Pasadena, TX 77506
+13464440043
trafficsignsandlines@gmail.com

# INVOICE

**BILL TO**
Harper Brothers Construction LLC
1310 Rankin Road. Bldg 18 Ste 200
Houston, TX 77073 USA

**INVOICE #** 12780
**DATE** 03/27/2026
**DUE DATE** 04/26/2026
**TERMS** Net 30

| DATE | ACTIVITY | ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 03/18/2026 | **Striping** | CHANGE ORDER #3<br>FOR DATES: 03/18/2026 & 03/19/2026<br>(ITEM#0677-6001)<br>ELIM EXIST PAV MRK & MRKS (4")<br>(LF)=10,694 | 10,694 | 0.45 | 4,812.30 |
| 03/18/2026 | **Striping** | (ITEM#0677-7004)<br>ELIM EXIST PAV MRK & MRKS (8")<br>(LF)=1299 | 1,299 | 0.90 | 1,169.10 |
| 03/18/2026 | **Striping** | (ITEM#0677-6005)<br>ELIM EXIST PAV MRK & MRKS (24")<br>(LF)=298 | 298 | 3.00 | 894.00 |
| 03/18/2026 | **Striping** | (ITEM#0677-6008)<br>ELIM EXIST PAV MRK & MRKS (ARROW)<br>(LF)=11 | 11 | 65.00 | 715.00 |
| 03/18/2026 | **Striping** | (ITEM#0677-6012)<br>ELIM EXIST PAV MRK & MRKS (WORD)<br>(LF)=7 | 7 | 65.00 | 455.00 |

PROJECT: BAYTOWN GARTH RD PH A & B
ID GARTH RD PH A & B RW-1901 CHANGE ORDER #3
PAYMENT IS DUE WITHIN 30 DAYS OF THE INVOICE DATE. A LATE INTEREST

| | |
|---|---|
| SUBTOTAL | 8,045.40 |
| TAX | 0.00 |
| TOTAL | 8,045.40 |

CHARGE WILL BE APPLIED TO ANY OUTSTANDING BALANCE**

BALANCE DUE

**$8,045.40**

# Confirmation of CO From EOR

## Bryce Watson

**From:** Barrows, Tyler <Tyler.Barrows@kimley-horn.com>
**Sent:** Wednesday, May 13, 2026 3:47 PM
**To:** Bryce Watson
**Subject:** RE: CO 01 - Elimination of Striping

External email

Bryce,

Yes, this will have to be a change order. I reviewed the plans and didn't see where we noted that it was subsidiary to other items.

Thank you,

**Tyler Barrows, P.E.**
**Kimley-Horn** | 11233 Shadow Creek Pkwy Suite 450, Pearland, TX
Direct: 281 836 4372 | Main: 281 895 1210
*Connect with us*: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 19 years as one of FORTUNE's 100 Best Companies to Work For

---

**From:** Bryce Watson <BWatson@bgeinc.com>
**Sent:** Wednesday, May 13, 2026 3:43 PM
**To:** Barrows, Tyler <Tyler.Barrows@kimley-horn.com>
**Subject:** Re: CO 01 - Elimination of Striping

Tyler,

Just to confirm, I assume by you providing the updated CO quantities that you would agree that this would constitute a CO? I have gone through them but I just wanted to be sure there is no where in the pans that would point to this work being incidental?

**Bryce Watson, P.E.**
**BGE, Inc.**
+1 (346) 320-1383 p
+1 (806) 676-3715 m

---

**From:** Barrows, Tyler <Tyler.Barrows@kimley-horn.com>
**Sent:** Wednesday, May 13, 2026 10:47 AM
**To:** Bryce Watson <BWatson@bgeinc.com>; danielle.cain <danielle.cain@baytown.org>
**Cc:** Javier Sauceda <JSauceda@bgeinc.com>; Johana.Campos-Estrada <johana.campos-estrada@baytown.org>; Monica.Cisneros <monica.cisneros@baytown.org>; Martin.Hernandez <martin.hernandez@baytown.org>; Denise Schott <dschott@bgeinc.com>
**Subject:** RE: CO 01 - Elimination of Striping

Good Morning Bryce,

Please see the attached excel file with the additional pavement marking removal quantities.

Thank you,

**Tyler Barrows, P.E.**
**Kimley-Horn** | 11233 Shadow Creek Pkwy Suite 450, Pearland, TX
Direct: 281 836 4372 | Main: 281 895 1210
*Connect with us*: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 19 years as one of FORTUNE's 100 Best Companies to Work For

---

**From:** Bryce Watson <BWatson@bgeinc.com>
**Sent:** Tuesday, May 5, 2026 2:51 PM
**To:** danielle.cain <danielle.cain@baytown.org>; Barrows, Tyler <Tyler.Barrows@kimley-horn.com>
**Cc:** Javier Sauceda <JSauceda@bgeinc.com>; Johana.Campos-Estrada <johana.campos-estrada@baytown.org>; Monica.Cisneros <monica.cisneros@baytown.org>; Martin.Hernandez <martin.hernandez@baytown.org>; Denise Schott <dschott@bgeinc.com>
**Subject:** FW: CO 01 - Elimination of Striping

Tyler/Danielle,

Please see the attached change order request for removal of existing striping from the recent traffic switch into the Phase 1, Step 3/4 configuration.

I reviewed the plans and specs and didn't see anything indicating this work is subsidiary to another item. The general notes reference Item 677 (Eliminating Existing Pavement Markings & Markers), but there's no direction on how it's to be paid and no bid item included in the contract.

The contractor's pricing comes out to $8,532.15 for the removals completed so far. If we agree this work should be paid and isn't subsidiary, we'll also need to include quantities for upcoming traffic switches. Per the 2024 TxDOT specs, Item 677 is a plans quantity item, so we'll need to review the upcoming TCP, determine a total quantity, and apply the unit price to build out the final change order.

Let me know what you think.

Thanks,

**Bryce Watson, P.E.**
**BGE, Inc.**
+1 (346) 320-1383 p
+1 (806) 676-3715 m

---

**From:** Brian Hancock <Brian.Hancock@harperbro.com>
**Sent:** Tuesday, April 28, 2026 2:47 PM
**To:** Bryce Watson <BWatson@bgeinc.com>
**Cc:** Cory Halley <Cory.Halley@harperbro.com>
**Subject:** CO 01 - Elimination of Striping

Bryce,

Please see the attached Change order and back-up for the elimination of striping that was missed on the plans. Please let me know if there are any discrepancies or needed corrections.

# TxDOT Specification Item 677
# Eliminating Existing Pavement Marking and Markers

# Item 677
# Eliminating Existing Pavement Markings and Markers

## 1. DESCRIPTION

Eliminate existing pavement markings and raised pavement markers (RPMs).

## 2. MATERIALS

Furnish surface treatment materials in accordance with the following Items.

- Item 300, “Asphalts, Oils, and Emulsions”
- Item 302, “Aggregates for Surface Treatments”
- Item 315, “Fog Seal”
- Item 316, “Seal Coat”

Use approved patching materials for repairing damaged surfaces.

Use a commercial abrasive blasting medium capable of producing the specified surface cleanliness. Use potable water when water is required.

## 3. EQUIPMENT

Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

## 4. CONSTRUCTION

Eliminate existing pavement markings and markers on both concrete and asphaltic surfaces such that color and texture contrast of the removed area and surrounding pavement surface will be held to a minimum. Remove all markings and markers with minimal damage to the roadway to the satisfaction of the Engineer. Repair damage to asphaltic surfaces such as spalling and shelling greater than 1/8 in. deep resulting from the removal of pavement markings and markers. Dispose of markers in conformance with federal, state, and local regulations. Use any of the following methods unless otherwise shown on the plans. Refer to the *Pavement Marking Handbook* for additional information on removal types and best practices.

4.1. **Surface Treatment Method**. Apply surface treatment material at the rates shown on the plans, or as directed. Place a surface treatment at least 2 ft. wide to cover the existing marking. Place a surface treatment, thin overlay, or microsurfacing at least one lane in width in areas where directional changes of traffic are involved or other areas as directed.

4.2. **Burn Method**. Use an approved burning method. For thermoplastic pavement markings or prefabricated pavement markings, heat may be applied to remove the bulk of the marking material before blast cleaning. When using heat, avoid spalling pavement surfaces. Ensure the burning heads are not left in one place too long to prevent pavement damage. Sweeping or light blast cleaning may be used to remove minor residue.

4.3. **Blasting Method**. Use a blasting method such as high-pressure water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved. Use high-pressure water blasting for removal of pavement markings for lane shifts on concrete surfaces.

4.4. **Mechanical Method**. Use any mechanical method except grinding. Do not use flail milling on grooved concrete or porous asphalt.

4.5. **Corrective Actions**. Whenever removed markings on asphalt surfaces continue to simulate pavement markings to an extent determined by the Engineer to cause driver confusion, apply a fog seal or slurry at least 2 ft. wide over the area where pavement markings were removed as approved.

## 5. MEASUREMENT

This Item will be measured by each word, symbol, or shape eliminated; by the foot of marking eliminated; or by any other unit shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Eliminating Existing Pavement Markings and Markers" of the type and width as applicable. This price is full compensation for the elimination method used and materials, equipment, tools, labor, and incidentals. Removal of RPMs will not be paid for directly, but will be subsidiary to pertinent Items.

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

RDWY1901 - Garth Road Reconstruction

**Project Name:**

**Company Name:** Harper Brothers Construction, LLC.

**Department:** Public Works/Engineering/BAWA

**Date:** 08/07/2026 **Council Date:** 08/27/2026

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 McKeand — 08/07/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. q.

**Meeting Date:** 08/27/2026

**Subject:** Consider an ordinance ratifying payment to United Rentals (North America), Inc., through the Purchasing Cooperative Contract with Choice Partners for emergency pump rental services at the Baytown Area Water Authority Fritz Lanham Water Treatment Plant

**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA

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

**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance ratifying payment to United Rentals (North America), Inc., through the Purchasing Cooperative Contract with Choice Partners for emergency pump rental services at the Baytown Area Water Authority Fritz Lanham Water Treatment Plant.

### PREFACE

This proposed ordinance ratifies payment to United Rentals (North America), Inc., through the Purchasing Cooperative Contract with Choice Partners for emergency pump rental services at the Baytown Area Water Authority Fritz Lanham Water Treatment Plant, in the amount of $228,697.00 for emergency pump rental services.

On Saturday, November 8, 2025, the Fritz Lanham Water Treatment Plant experienced an equipment failure at the canal pump station, causing a low-level in the BAWA Forebay. Monday, November 10, 2025, the forebay water level went to a critical level. An 18" bypass pump was rented from United Rentals, which allowed the Forebay level to return to normal and supplement the flow until the pump was repaired. Extended repair lead times and the need to maintain the Forebay level to sustain plant operations have resulted in rental charges exceeding $50,000. Due to long lead times, the rental equipment totaled $228,697.00. The 18" bypass pump has been discontinued due to a lower demand for water, repair of the pump, and the expected installation of repaired canal pumps in May 2026.

This purchase is subject to the approval of the BAWA Board, which is scheduled to consider this matter at its upcoming meeting to be held August 19, 2026.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2026 |
| **Acct Code:** | 35007030-54025 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $228,697.00 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance - ratifying BAWA emergency rental
Choice Partners Co-Op Agreement - United Rentals (North America) Inc.
Invoices
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RATIFYING THE PAYMENT OF TWO-HUNDRED, TWENTY-EIGHT THOUSAND, SIX-HUNDRED, NINETY-SEVEN AND 00/100 DOLLARS ($228,697.00) TO UNITED RENTALS (NORTH AMERICA), INC. BY THE BAYTOWN AREA WATER AUTHORITY FOR EMERGENCY PUMP RENTAL SERVICES AT THE FRITZ LANHAM WATER TREATMENT PLANT, THROUGH THE COOPERATIVE PURCHASING CONTRACT WITH CHOICE PARTNERS COOPERATIVE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the Baytown Area Water Authority ("BAWA") 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 Choice Partners Cooperative is such a program, allowing governmental entities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, BAWA, in making a purchase under a state contract through such cooperative purchasing program satisfies state law requiring governmental entities to seek competitive bids for the purchase of the item; and

WHEREAS, Section 252.022(a)(3) of the Texas Local Government Code exempts from state law competitive bidding requirements an expenditure for a procurement necessary because of unforeseen damage to public machinery, equipment, or other property; and

WHEREAS, on Saturday, November 8, 2025, the Fritz Lanham Water Treatment Plant experienced an equipment failure at the canal pump station, causing a low-level in the BAWA Forebay; and

WHEREAS, on Monday, November 10, 2025, the forebay water level went to a critical level; and

WHEREAS, BAWA rented an 18" bypass pump from United Rentals (North America), Inc. which allowed the Forebay level to return to normal and supplement the flow until the pump was repaired; and

WHEREAS, extended repair lead times and the need to maintain the forebay level to sustain plant operations have resulted in rental charges totaling TWO-HUNDRED, TWENTY-EIGHT THOUSAND, SIX-HUNDRED, NINETY-SEVEN AND 00/100 DOLLARS ($228,697.00); NOW THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown hereby ratifies the expenditure for emergency and unforeseen repair services to the Fritz Lanham Water Treatment Plant, and authorizes payment in an amount of TWO-HUNDRED, TWENTY-EIGHT THOUSAND, SIX-HUNDRED, NINETY-SEVEN AND 00/100 DOLLARS ($228,697.00) to United Rentals (North America), Inc.

Section 3: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less,

subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

**May 29, 2025**

**Subject:** **Contract Renewal for Contract 22/052SG for Industrial Equipment Rent, Lease, or Purchase for Harris County Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire on **September 20, 2025**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **September 21, 2025.**

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System http://www.choicepartners.org/vendor-login.php by **Ionwave due date**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns or need to discuss this contract renewal, please contact Steve Gibson via e-mail at steve@choicepartners.org.

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

**Harris County Department of Education**

**Jesus J. Amezcua, PhD, CPA, RTSBA, CPFIM**
Assistant Superintendent of Business
August 22, 2025 17:40 CT
IP: 98.194.16.226

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

| | |
|---|---|
| Corporate Name: | United Rentals (North America), Inc. |
| Authorized Signature: | Brad Laws |
| Print Name: | **Brad Laws** |
| Title: | **Sr. Manager, Government Accounts** |
| Date: | **6-17-2025** |
| Address: | P.O. Box 840514 |
| City, State, Zip Code: | Dallas, Texas 75284-9514 |
| Phone: | 877.874.4468 |
| Email Address: | govrents@ur.com |

**United Rentals**

**FLUID SOLUTIONS**
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

# 255729530-004

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 03/05/26 |
| **Date Out** | : 11/18/25 10:00 AM |
| **Billed Through** | : 03/10/26 00:00 |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : 02261165 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

4.1.1332 1 MB 0 667 46540S21.p01 576699 1-2 0

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

## Invoice Amount: $4,093.60

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494

**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11586066 | PUMP 6" VAC ASSIST - DIESEL<br>Make: PREMIER Model: 6612T-RP-TD2.9<br>Serial: 261133 Meter out: 4183.00 Meter in: .00 | | 239.00 | 719.00 | 2,159.00 | 2,159.00 |
| 5 | 537/2720 | HOSE 6X20 TANK TRUCK - CAMLOCK | | 41.00 | 123.00 | 369.00 | 1,845.00 |
| 1 | 545/1105 | STRAINERS (ALL SIZES) | | 3.00 | 11.00 | 37.00 | 37.00 |
| 1 | 545/1111 | MISC FITTINGS<br>6" MALE CAM X FLANGE | 5.00 | 5.00 | 16.00 | 48.00 | 48.00 |

Rental Subtotal: 4,089.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 4.601 | EACH | 4.60 |

Sales/Misc Subtotal: 4.60

Agreement Subtotal: 4,093.60
Total: 4,093.60

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 2/10/26 10:00 AM Thru 3/10/26 10:00 AM
CHOICE PARTNERS 22/052SG-03

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**United Rentals**

FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

Job Site

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

# 4 WEEK BILLING INVOICE

## # 255729530-006

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 04/02/26 |
| **Date Out** | : 11/18/25 10:00 AM |
| **Billed Through** | : 04/07/26 00:00 |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID** | : |
| **P.O. #** | : 02261165 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Invoice Amount: $4,093.60**

Terms Due Upon Receipt
Payment options Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11223815 | PUMP 6" VAC ASSIST - DIESEL<br>Make: GENERAC Model: MTP6DZD<br>Serial: 3008775214 Meter out: 3900.00 Meter in: .00 | | 239.00 | 719.00 | 2,159.00 | 2,159.00 |
| 5 | 537/2720 | HOSE 6X20 TANK TRUCK - CAMLOCK | | 41.00 | 123.00 | 369.00 | 1,845.00 |
| 1 | 545/1105 | STRAINERS (ALL SIZES) | | 3.00 | 11.00 | 37.00 | 37.00 |
| 1 | 545/1111 | MISC FITTINGS<br>6" MALE CAM X FLANGE | 5.00 | 5.00 | 16.00 | 48.00 | 48.00 |

Rental Subtotal: 4,089.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | (DRSURTX/MCI) | 4.601 | EACH | 4.60 |

Sales/Misc Subtotal: 4.60

Agreement Subtotal: 4,093.60
Total: 4,093.60

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 3/10/26 10:00 AM Thru 4/07/26 10:00 AM
CHOICE PARTNERS 22/052SG-03

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

**NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.**

**United Rentals**
FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

# # 255729530-009

**Job Site**
BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 04/30/26 |
| **Date Out** | : 11/18/25 10:00 AM |
| **Billed Through** | : 05/05/26 00:00 |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : 02261165 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

## Invoice Amount: $4,093.60

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1205/262 | PUMP 6" VAC ASSIST - DIESEL<br>Make: PIONEER Model: PPTP66S12-GL004<br>Serial: 25B19-28-00142Y Meter out: 95.70 Meter in: .00 | | 239.00 | 719.00 | 2,159.00 | 2,159.00 |
| 5 | 537/2720 | HOSE 6X20 TANK TRUCK - CAMLOCK | | 41.00 | 123.00 | 369.00 | 1,845.00 |
| 1 | 545/1105 | STRAINERS (ALL SIZES) | | 3.00 | 11.00 | 37.00 | 37.00 |
| 1 | 545/1111 | MISC FITTINGS<br>6" MALE CAM X FLANGE | 5.00 | 5.00 | 16.00 | 48.00 | 48.00 |
| | | | | | | Rental Subtotal: | 4,089.00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [ORSURTX/MCI] | 4.601 | EACH | 4.60 |
| | | | | Sales/Misc Subtotal: | 4.60 |
| | | | | Agreement Subtotal: | 4,093.60 |
| | | | | Total: | 4,093.60 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 4/07/26 10:00 AM Thru 5/05/26 10:00 AM
CHOICE PARTNERS 22/0-35G-3*

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

**NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.**

**United Rentals**
FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

# # 255729530-009

**Job Site**
BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 04/30/26 |
| **Date Out** | : 11/18/25 10:00 AM |
| **Billed Through** | : 05/05/26 00:00 |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : 02261165 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

## Invoice Amount: $4,093.60

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1205/262 | PUMP 6" VAC ASSIST - DIESEL<br>Make: PIONEER Model: PPTP66S12-GL004<br>Serial: 25B19-28-00142Y Meter out: 95.70 Meter in: .00 | | 239.00 | 719.00 | 2,159.00 | 2,159.00 |
| 5 | 537/2720 | HOSE 6X20 TANK TRUCK - CAMLOCK | | 41.00 | 123.00 | 369.00 | 1,845.00 |
| 1 | 545/1105 | STRAINERS (ALL SIZES) | | 3.00 | 11.00 | 37.00 | 37.00 |
| 1 | 545/1111 | MISC FITTINGS<br>6" MALE CAM X FLANGE | 5.00 | 5.00 | 16.00 | 48.00 | 48.00 |
| | | | | | | Rental Subtotal: | 4,089.00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [ORSURTX/MCI] | 4.601 | EACH | 4.60 |
| | | | | Sales/Misc Subtotal: | 4.60 |
| | | | | Agreement Subtotal: | 4,093.60 |
| | | | | Total: | 4,093.60 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 4/07/26 10:00 AM Thru 5/05/26 10:00 AM
CHOICE PARTNERS 22/0-35G-3*

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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**United Rentals**

FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

# 255414266-002

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 11/28/25 |
| Date Out | : 11/10/25 11:00 AM |
| Billed Through | : 12/08/25 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID | : ~~TBD~~ 2261115 |
| P.O. # | : |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : CALEB MCCABE |
| Salesperson | : CALEB MCCABE |

Job Site

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $40,537.50**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |

Rental Subtotal: 34,856.78

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | ASSEMBLY/DISMANTLE LABOR<br>INSTALLATION DAY RATE INCLUDES CREW AND EQUIPMENT REQUIRED | [AD LABOR/MCI] | 3500.000 | EACH | 3,500.00 |
| 8 | SMALL FITTINGS USED ON PUMPS<br>18IN NUT BOLT GASKET KIT | [FITTINGS/MCI] | 180.000 | EACH | 1,440.00 |
| 5.75 | DELIVERY RENTAL CONTRACT<br>ADDED DUKE AND NIKO DELIVERY, STILL NEED TO GET POTEET PAPERWORK AND ADD DELIVERY CHARGE. | [DELIVERY/MCI] | 125.000 | EACH | 718.75 |
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 21.967 | EACH | 21.97 |

Sales/Misc Subtotal: 5,680.72

Agreement Subtotal: 40,537.50
Total: 40,537.50

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 11/10/25 11:00 AM Thru 12/08/25 11:00 AM
CHOICE PARTNERS 22/052SG-03

partial payment RBall 3/4/26

acct 35007030-54025

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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**United Rentals**
FLUID SOLUTIONS
BRANCH HOS
101 OLD UNDERWOOD RD
STE B
LA PORTE TX 77571-9480
281-470-1387

# 4 WEEK BILLING INVOICE

# 255414266-004

Customer # : 766028
Invoice Date : 01/23/26
Date Out : 11/10/25 11:00 AM
Billed Through : 02/02/26 00:00
UR Job Loc : 7425 THOMPSON RD, BA
UR Job # : 81
Customer Job ID:
P.O. # : 02261115
Ordered By : JOHNNY MALONE
Reserved By : CALEB MCCABE
Salesperson : CALEB MCCABE

Job Site
BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

## Invoice Amount: $34,878.75

Terms Due Upon Receipt
Payment options Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |
| | | | | | | Rental Subtotal: | 34,856.78 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 21.967 | EACH | 21.97 |
| | | | | Sales/Misc Subtotal: | 21.97 |
| | | | | Agreement Subtotal: | 34,878.75 |
| | | | | Total: | 34,878.75 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 1/05/26 11:00 AM Thru 2/02/26 11:00 AM
CHOICE PARTNERS 22/052SG-03

$34,878.75

partial payment
Paid 3/24/26

Acct 35007030-54025

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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United Rentals

**FLUID SOLUTIONS**
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

# 255414266-004

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | 766028 |
| **Invoice Date** | 01/23/26 |
| **Date Out** | 11/10/25 11:00 AM |
| **Billed Through** | 02/02/26 00:00 |
| **UR Job Loc** | 7425 THOMPSON RD, BA |
| **UR Job #** | 81 |
| **Customer Job ID** | |
| **P.O. #** | 02261115 |
| **Ordered By** | JOHNNY MALONE |
| **Reserved By** | CALEB MCCABE |
| **Salesperson** | CALEB MCCABE |

## Invoice Amount: $34,878.75

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |

Rental Subtotal: 34,856.78

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 21.967 | EACH | 21.97 |

Sales/Misc Subtotal: 21.97

Agreement Subtotal: 34,878.75
Total: 34,878.75

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 1/05/26 11:00 AM Thru 2/02/26 11:00 AM
CHOICE PARTNERS 22/052SG-03

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

**NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.**

**United Rentals**
FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

## # 255414266-005

**Job Site**
BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 02/20/26 |
| **Date Out** | : 11/10/25 11:00 AM |
| **Billed Through** | : 03/02/26 00:00 |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : 02261115 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Invoice Amount: $34,880.53**

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/9806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 810.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJES90C<br>Serial: 18JSVK-064 Meter Out: 1201.00 Meter In: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |

Rental Subtotal: 34,856.78

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [TRSUPTX/MC1] | 23.750 | EACH | 23.75 |

Sales/Misc Subtotal: 23.75

Agreement Subtotal: 34,880.53
Total: 34,880.53

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 2/02/26 11:00 AM Thru 3/02/26 11:00 AM
CHOICE PARTNERS 22/052SG-03

# 34,880.53

partial payment
BBall 3/24/26

acct 350070030-54025

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

**NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.**

United Rentals

FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# 4 WEEK BILLING INVOICE

# 255414266-005

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | 766028 |
| **Invoice Date** | 02/20/26 |
| **Date Out** | 11/10/25 11:00 AM |
| **Billed Through** | 03/02/26 00:00 |
| **UR Job Loc** | 7425 THOMPSON RD, BA |
| **UR Job #** | 81 |
| **Customer Job ID** | |
| **P.O. #** | 02261115 |
| **Ordered By** | JOHNNY MALONE |
| **Reserved By** | CALEB MCCABE |
| **Salesperson** | CALEB MCCABE |

## Invoice Amount: $34,880.53

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |

Rental Subtotal: 34,856.78

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 23.750 | EACH | 23.75 |

Sales/Misc Subtotal: 23.75

Agreement Subtotal: 34,880.53
Total: 34,880.53

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 2/02/26 11:00 AM Thru 3/02/26 11:00 AM
CHOICE PARTNERS 22/052SG-03

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

**NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.**

**United Rentals**
FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# PARTIAL RETURN INVOICE

## # 255414266-006

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 02/27/26 |
| **Rental Out** | : 11/10/25 11:00 AM |
| **Rental In** | : 02/24/26 10:12 AM |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID** | : |
| **P.O. #** | : 02261115 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $531.25**

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | N/C |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | N/C |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | N/C |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 942.78 | N/C |
| | | | | | Rental Subtotal: | | .00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [SRSURTX/MCI] | | EACH | N/C |
| 4.25 | PICKUP ON RENTAL CONTRACT | [PICKUP/MCI] | 125.000 | EACH | 531.25 |
| | | | | Sales/Misc Subtotal: | 531.25 |
| | | | | Agreement Subtotal: | 531.25 |
| | | | | Total: | 531.25 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: -6 Days From 3/02/26 11:00 AM Thru 2/24/26 10:12 AM
CHOICE PARTNERS 22/0523G-03

#531.25

partial payment
@Ball 3/24/26

acct 35007030-54025

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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United Rentals

**FLUID SOLUTIONS**
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

# PARTIAL RETURN INVOICE

# 255414266-006

| | |
|---|---|
| **Customer #** | 766028 |
| **Invoice Date** | 02/27/26 |
| **Rental Out** | 11/10/25 11:00 AM |
| **Rental In** | 02/24/26 10:12 AM |
| **UR Job Loc** | 7425 THOMPSON RD, BA |
| **UR Job #** | 81 |
| **Customer Job ID** | |
| **P.O. #** | 02261115 |
| **Ordered By** | JOHNNY MALONE |
| **Reserved By** | CALEB MCCABE |
| **Salesperson** | CALEB MCCABE |

## Invoice Amount: $531.25

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | N/C |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | N/C |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | N/C |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | N/C |
| | | | | | Rental Subtotal: | | .00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | | EACH | N/C |
| 4.25 | PICKUP ON RENTAL CONTRACT | [PICKUP/MCI] | 125.000 | EACH | 531.25 |
| | | | | Sales/Misc Subtotal: | 531.25 |
| | | | | Agreement Subtotal: | 531.25 |
| | | | | Total: | 531.25 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: -6 Days From 3/02/26 11:00 AM Thru 2/24/26 10:12 AM
CHOICE PARTNERS 22/052SG-03

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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**United Rentals**

FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# RENTAL RETURN INVOICE

## # 255414266-007

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 03/18/26 |
| **Rental Out** | : 11/10/25 11:00 AM |
| **Rental In** | : 02/24/26 10:12 AM |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : 02261115 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $4,625.00**

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 845/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 378.00 | N/C |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: 3324.80 | 3,405.00 | 3,754.00 | 11,145.00 | | N/C |

Rental Subtotal: .00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | BYPASS LABOR<br>TEARDOWN | [BYPASS LABOR/MIS] | 3500.000 | EACH | 3,500.00 |
| 9 | PICKUP ON RENTAL CONTRACT | [PICKUP/MIS] | 125.000 | EACH | 1,125.00 |
| 1 | TX UNIT PROPERTY TAX | [DRGURTX/MIS] | | EACH | N/C |

Sales/Misc Subtotal: 4,625.00

Agreement Subtotal: 4,625.00
Total: 4,625.00

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Final Bill: -6 Days From 3/02/26 11:00 AM Thru 2/24/26 10:12 AM
CHOICE PARTNERS 22/052SG-03

$4625.00

partial payment
Rec'd 3/24/26

Acct 350070030.54025

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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United Rentals

FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

# RENTAL RETURN INVOICE

# 255414266-007

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Customer #** : 766028
**Invoice Date** : 03/18/26
**Rental Out** : 11/10/25 11:00 AM
**Rental In** : 02/24/26 10:12 AM
**UR Job Loc** : 7425 THOMPSON RD, BA
**UR Job #** : 81
**Customer Job ID:**
**P.O. #** : 02261115
**Ordered By** : JOHNNY MALONE
**Reserved By** : CALEB MCCABE
**Salesperson** : CALEB MCCABE

## Invoice Amount: $4,625.00

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | N/C |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: 3324.80 | | 3,405.00 | 3,754.00 | 11,145.00 | N/C |

Rental Subtotal: .00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | BYPASS LABOR<br>TEARDOWN | [BYPASS LABOR/MCI] | 3500.000 | EACH | 3,500.00 |
| 9 | PICKUP ON RENTAL CONTRACT | [PICKUP/MCI] | 125.000 | EACH | 1,125.00 |
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | | EACH | N/C |

Sales/Misc Subtotal: 4,625.00

Agreement Subtotal: 4,625.00
Total: 4,625.00

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Final Bill: -6 Days From 3/02/26 11:00 AM Thru 2/24/26 10:12 AM
CHOICE PARTNERS 22/052SG-03

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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**United Rentals**

BRANCH BG3
45717 I-10
WINNIE TX 77665
409-200-3265

# 4 WEEK BILLING INVOICE

# 255431501-001

Job Site

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

Office: 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 12/03/25 |
| Date Out | : 11/11/25 08:20 AM |
| Billed Through | : 12/09/25 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID | : |
| P.O. # | : 02261164 |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : EMILY ISTRE |
| Salesperson | : JENNIFER DELONG |

**Invoice Amount: $2,520.00**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 895/4300 | 3PLY MAT 08X06X16 | | 10.00 | 31.00 | 95.00 | 1,520.00 |
| | | | | | Rental Subtotal: | | 1,520.00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|
| 1 | DELIVERY CHARGE | 500.000 | EACH | 500.00 |
| 1 | PICKUP CHARGE | 500.000 | EACH | 500.00 |
| | | | Sales/Misc Subtotal: | 1,000.00 |
| | | | Agreement Subtotal: | 2,520.00 |
| | | | Total: | 2,520.00 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 11/11/25 08:20 AM Thru 12/09/25 08:20 AM

* * * * * * * * * * * *
ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.
* * * * * * * * * * * *

CHOICE PARTNERS 22/052SG-03

* * * * * * * * * * * *
ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.
* * * * * * * * * * * *

Final payment
CBall 2/17/26

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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**United Rentals**

BRANCH BG3
45717 I-10
WINNIE TX 77665
409-200-3265

# 4 WEEK BILLING INVOICE

# 255431501-001

Job Site

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

Office: 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 12/03/25 |
| Date Out | : 11/11/25 08:20 AM |
| Billed Through | : 12/09/25 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID | : |
| P.O. # | : 02261164 |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : EMILY ISTRE |
| Salesperson | : JENNIFER DELONG |

**Invoice Amount: $2,520.00**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 895/4300 | 3PLY MAT 08X06X16 | | 10.00 | 31.00 | 95.00 | 1,520.00 |
| | | | | | Rental Subtotal: | | 1,520.00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|
| 1 | DELIVERY CHARGE | 500.000 | EACH | 500.00 |
| 1 | PICKUP CHARGE | 500.000 | EACH | 500.00 |
| | | | Sales/Misc Subtotal: | 1,000.00 |
| | | | Agreement Subtotal: | 2,520.00 |
| | | | Total: | 2,520.00 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 11/11/25 08:20 AM Thru 12/09/25 08:20 AM

* * * * * * * * * * * *
ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.
* * * * * * * * * * * *

CHOICE PARTNERS 22/052SG-03

* * * * * * * * * * * *
ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.
* * * * * * * * * * * *

Final payment
CBall 2/17/26

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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**United Rentals**
FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

leg 1264115

# 4 WEEK BILLING INVOICE

# 256450914-002

Job Site
BAWA
5359 E GRAND PKWY S
BAYTOWN TX 77523

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 01/23/26 |
| **Date Out** | : 12/09/25 09:00 AM |
| **Billed Through** | : 02/03/26 00:00 |
| **UR Job Loc** | : 5359 E GRAND PKWY S, |
| **UR Job #** | : 97 |
| **Customer Job ID:** | |
| **P.O. #** | ~~: 02261544~~ 2263437 |
| **Ordered By** | : CHARLES . |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Invoice Amount: $2,670.00**

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 536/2920 | HOSE 4X20 RUBBER SUCTION - CAMLOCK | | 29.00 | 78.00 | 233.00 | 699.00 |
| 9 | 536/6820 | HOSE 4X50 RUBBER DISCHARGE - CAMLOCK | | 37.00 | 80.00 | 219.00 | 1,971.00 |

| | |
|---|---|
| Rental Subtotal: | 2,670.00 |
| Agreement Subtotal: | 2,670.00 |
| Total: | 2,670.00 |

COMMENTS/NOTES:

ONSITE CONTACT: CHARLES .
CELL#: 281-628-4449

Billing period: 28 Days From 1/06/26 09:00 AM Thru 2/03/26 09:00 AM
CHOICE PARTNERS 22/052SG-03

35007030-54025

1 of 2

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**United Rentals**
FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

Req 1264115

# RENTAL RETURN INVOICE

## # 256450914-003

**Job Site**
BAWA
5359 E GRAND PKWY S
BAYTOWN TX 77523

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 02/18/26 |
| **Rental Out** | : 12/09/25 09:00 AM |
| **Rental In** | : 02/18/26 08:10 AM |
| **UR Job Loc** | : 5359 E GRAND PKWY S, |
| **UR Job #** | : 97 |
| **Customer Job ID:** | |
| **P.O. #** | : ~~2261544~~ 2263437 |
| **Ordered By** | : CHARLES . |
| **Reserved By** | : CALEB MCCABE |
| **Salesperson** | : CALEB MCCABE |

**Invoice Amount: $2,441.93**

Terms Due Upon Receipt
Payment options Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 536/2920 | HOSE 4X20 RUBBER SUCTION - CAMLOCK | | 29.00 | 78.00 | 233.00 | 555.00 |
| 9 | 536/6820 | HOSE 4X50 RUBBER DISCHARGE - CAMLOCK | | 37.00 | 80.00 | 219.00 | 1,773.00 |
| | | | | | | Rental Subtotal: | 2,328.00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | PICKUP ON RENTAL CONTRACT 6891549 | [PICKUP/MCI] | 113.93 | EACH | 113.93 |
| | | | | Sales/Misc Subtotal: | 113.93 |
| | | | | Agreement Subtotal: | 2,441.93 |
| | | | | Total: | 2,441.93 |

COMMENTS/NOTES:

ONSITE CONTACT: CHARLES .
CELL#: 281-628-4449

Final Bill: 15 Days From 2/03/26 09:00 AM Thru 2/18/26 08:10 AM
CHOICE PARTNERS 22/052SG-03

35007030-54025

final payment
2 of 2
3/10/26

**Effectivo February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

**NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.**

**United Rentals**

BRANCH BG3
45717 I-10
WINNIE TX 77665
409-200-3265

Req. 1264114

# 4 WEEK BILLING INVOICE

# 255431501-003

Job Site

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

Office: 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 01/28/26 |
| Date Out | : 11/11/25 08:20 AM |
| Billed Through | : 02/03/26 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID: | 3263440 |
| P.O. # | : ~~02261164~~ |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : EMILY ISTRE |
| Salesperson | : JENNIFER DELONG |

**Invoice Amount: $1,520.00**

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 895/4300 | 3PLY MAT 08X06X16 | | 10.00 | 31.00 | 95.00 | 1,520.00 |

line #1

| | |
|---|---|
| Rental Subtotal: | 1,520.00 |
| Agreement Subtotal: | 1,520.00 |
| Total: | 1,520.00 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 1/06/26 08:20 AM Thru 2/03/26 08:20 AM

* * * * * * * * * * * *
ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.
* * * * * * * * * * * *

CHOICE PARTNERS 22/052SG-03

* * * * * * * * * * * *
ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.
* * * * * * * * * * * *

1 of 2

35007030-54025

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**United Rentals**

*BRANCH BG3*
*45717 I-10*
*WINNIE TX 77665*
*409-200-3265*

# 4 WEEK BILLING INVOICE

## # 255431501-004

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 02/25/26 |
| **Date Out** | : 11/11/25 08:20 AM |
| **Billed Through** | : 03/03/26 00:00 |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : ~~02261164~~ 2263440 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : EMILY ISTRE |
| **Salesperson** | : JENNIFER DELONG |

**Invoice Amount: $1,520.00**

Terms Due Upon Receipt
Payment options Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 895/4300 | 3PLY MAT 08X06X16 | | 10.00 | 31.00 | 95.00 | 1,520.00 |

line # 2

| | |
|---|---|
| Rental Subtotal: | 1,520.00 |
| Agreement Subtotal: | 1,520.00 |
| Total: | 1,520.00 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 2/03/26 08:20 AM Thru 3/03/26 08:20 AM

. . . . . .

ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.

. . . . . .

CHOICE PARTNERS 22/052SG-03

. . . . . .

ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.

. . . . . .

2 of 2

final payment
Paid 3/10/26

35007030-54025

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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**United Rentals**

BRANCH BG3
45717 I-10
WINNIE TX 77665
409-200-3265

Leg 1264508
Original P.O.#'s
2263440
22611164

# RENTAL RETURN INVOICE

## # 255431501-005

| | |
|---|---|
| **Customer #** | : 766028 |
| **Invoice Date** | : 03/12/26 |
| **Rental Out** | : 11/11/25 08:20 AM |
| **Rental In** | : 03/10/26 10:00 AM |
| **UR Job Loc** | : 7425 THOMPSON RD, BA |
| **UR Job #** | : 81 |
| **Customer Job ID:** | |
| **P.O. #** | : ~~02261164~~ 2263700 |
| **Ordered By** | : JOHNNY MALONE |
| **Reserved By** | : EMILY ISTRE |
| **Salesperson** | : JENNIFER DELONG |

**Job Site**

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

**Office:** 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $496.00**

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5494
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 895/4300 | 3PLY MAT 08X06X16 | | 10.00 | 31.00 | 95.00 | 496.00 |

| | |
|---|---|
| Rental Subtotal: | 496.00 |
| Agreement Subtotal: | 496.00 |
| Total: | 496.00 |

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Final Bill: 7 Days From 3/03/26 08:20 AM Thru 3/10/26 10:00 AM

ANY MAT NOT RETURNED OR ACCOUNTED FOR BY A UNITED RENTALS REPRESENTATIVE WILL INCUR A REPLACEMENT FEE.
ALL PRICES ARE SUBJECT TO APPLICABLE TAXES.

CHOICE PARTNERS 22/052SG-03

Final payment
Bill 3/25/26

**Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.**

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**United Rentals**

FLUID SOLUTIONS
BRANCH HOS
101 OLD UNDERWOOD RD
STE B
LA PORTE TX 77571-9480
281-470-1387

PO#2261115
Equipment Rental
35007030-54025
Partial Payment
Erin Moore
1/8/2026

# 4 WEEK BILLING INVOICE

# 255414266-003

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 12/26/25 |
| Date Out | : 11/10/25 11:00 AM |
| Billed Through | : 01/05/26 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID: | |
| P.O. # | : TBD |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : CALEB MCCABE |
| Salesperson | : CALEB MCCABE |

Job Site
BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

Office: 281-420-6534

31966 1 MB 0667 23609S21.p01 479179 1-2 0

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $34,878.75**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |

Rental Subtotal: 34,856.78

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 21.967 | EACH | 21.97 |

Sales/Misc Subtotal: 21.97

Agreement Subtotal: 34,878.75
Total: 34,878.75

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 12/08/25 11:00 AM Thru 1/05/26 11:00 AM
CHOICE PARTNERS 22/052SG-03

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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**United Rentals**

FLUID SOLUTIONS
BRANCH HOS
101 OLD UNDERWOOD RD
STE B
LA PORTE TX 77571-9480
281-470-1387

PO#2261115
Equipment Rental
35007030-54025
Partial Payment
Erin Moore
1/8/2026

# 4 WEEK BILLING INVOICE

# 255414266-003

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 12/26/25 |
| Date Out | : 11/10/25 11:00 AM |
| Billed Through | : 01/05/26 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID: | |
| P.O. # | : TBD |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : CALEB MCCABE |
| Salesperson | : CALEB MCCABE |

Job Site
BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

Office: 281-420-6534

31966 1 MB 0667 23609S21.p01 479179 1-2 0

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $34,878.75**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11428595 | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP<br>Make: WESTERN Model: 20TCG-UR-12VFHK<br>Serial: 22004521 | | 135.00 | 308.00 | 878.00 | 878.00 |
| 2 | 920/7381 | LINE AND FITTINGS FUEL FOR FUEL TANK | 43.00 | 43.00 | 87.00 | 261.00 | 522.00 |
| 1 | 545/0806 | 8 X 6 CONTAINMENT BERM | | 59.00 | 154.00 | 379.00 | 379.00 |
| 7 | 545/1400 | HOSE 18X20 OSD - FLANGED | | 330.00 | 1,000.00 | 3,000.00 | 21,000.00 |
| 1 | 545/2519 | 18" HDPE DIP TUBE | | 155.46 | 310.93 | 932.78 | 932.78 |
| 1 | 12015074 | PUMP 18" DBA-TMSN JSV (OVT) PRIME HH - D<br>Make: THOMPSON Model: 18JSVKDJDS90C<br>Serial: 18JSVK-064 Meter out: 1201.00 Meter in: .00 | | 3,405.00 | 3,754.00 | 11,145.00 | 11,145.00 |

Rental Subtotal: 34,856.78

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 21.967 | EACH | 21.97 |

Sales/Misc Subtotal: 21.97

Agreement Subtotal: 34,878.75
Total: 34,878.75

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 12/08/25 11:00 AM Thru 1/05/26 11:00 AM
CHOICE PARTNERS 22/052SG-03

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**United Rentals**

FLUID SOLUTIONS
*BRANCH HOS*
*101 OLD UNDERWOOD RD*
*STE B*
*LA PORTE TX 77571-9480*
*281-470-1387*

PO#2261165
Equipment Rental
35007030-54025
Partial Payment
Erin Moore
1/6/2026

# 4 WEEK BILLING INVOICE

# 255729530-001

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 12/11/25 |
| Date Out | : 11/18/25 10:00 AM |
| Billed Through | : 12/16/25 00:00 |
| UR Job Loc | : 7425 THOMPSON RD, BA |
| UR Job # | : 81 |
| Customer Job ID: | |
| P.O. # | : 02261165 |
| Ordered By | : JOHNNY MALONE |
| Reserved By | : CALEB MCCABE |
| Salesperson | : CALEB MCCABE |

Job Site

BAWA MAIN
7425 THOMPSON RD
BAYTOWN TX 77521-1056

Office: 281-420-6534

4.1 1472 1 MB 0 667 20930S21.p01 456495 1-1 0

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $5,449.51**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 11586066 | PUMP 6" VAC ASSIST - DIESEL<br>Make: PREMIER Model: 6612T-RP-TD2.9<br>Serial: 261133 Meter out: 4183.00 Meter in: .00 | | 239.00 | 719.00 | 2,159.00 | 2,159.00 |
| 5 | 537/2720 | HOSE 6X20 TANK TRUCK - CAMLOCK | | 41.00 | 123.00 | 369.00 | 1,845.00 |
| 1 | 545/1105 | STRAINERS (ALL SIZES) | | 3.00 | 11.00 | 37.00 | 37.00 |
| 1 | 545/1111 | MISC FITTINGS<br>6" MALE CAM X FLANGE | 5.00 | 5.00 | 16.00 | 48.00 | 48.00 |

Rental Subtotal: 4,089.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | ASSEMBLY/DISMANTLE LABOR<br>3 MAN CREW FOR INSTALL | [AD LABOR/MCI] | 1200.000 | EACH | 1,200.00 |
| 1.25 | DELIVERY RENTAL CONTRACT | [DELIVERY/MCI] | 125.000 | EACH | 156.25 |
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 4.255 | EACH | 4.26 |

Sales/Misc Subtotal: 1,360.51

Agreement Subtotal: 5,449.51
Total: 5,449.51

COMMENTS/NOTES:

ONSITE CONTACT: JOHNNY MALONE
CELL#: 281-802-0365

Billing period: 28 Days From 11/18/25 10:00 AM Thru 12/16/25 10:00 AM
CHOICE PARTNERS 22/052SG-03

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

3 1 966 1 MB 0 667 23609S21.p01 479179 2-2 0

**United Rentals**

FLUID SOLUTIONS
BRANCH HOS
101 OLD UNDERWOOD RD
STE B
LA PORTE TX 77571-9480
281-470-1387

# 4 WEEK BILLING INVOICE

# 256450914-001

PO#2261544
Equipment Rental
35007030-54025
Partial Payment
Erin Moore
1/8/2026

| | |
|---|---|
| Customer # | : 766028 |
| Invoice Date | : 12/26/25 |
| Date Out | : 12/09/25 09:00 AM |
| Billed Through | : 01/06/26 00:00 |
| UR Job Loc | : 5359 E GRAND PKWY S, |
| UR Job # | : 97 |
| Customer Job ID: | |
| P.O. # | : 02261544 |
| Ordered By | : CHARLES . |
| Reserved By | : CALEB MCCABE |
| Salesperson | : CALEB MCCABE |

Job Site
BAWA
5359 E GRAND PKWY S
BAYTOWN TX 77523

Office: 281-420-6534

CITY OF BAYTOWN
PO BOX 424
BAYTOWN TX 77522-0424

**Invoice Amount: $2,857.50**

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4916
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 536/2920 | HOSE 4X20 RUBBER SUCTION - CAMLOCK | | 29.00 | 78.00 | 233.00 | 699.00 |
| 9 | 536/6820 | HOSE 4X50 RUBBER DISCHARGE - CAMLOCK | | 37.00 | 80.00 | 219.00 | 1,971.00 |
| | | | | | | Rental Subtotal: | 2,670.00 |

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1.50 | DELIVERY RENTAL CONTRACT | [DELIVERY/MCI] | 125.000 | EACH | 187.50 |
| | | | | Sales/Misc Subtotal: | 187.50 |
| | | | | Agreement Subtotal: | 2,857.50 |
| | | | | Total: | 2,857.50 |

COMMENTS/NOTES:

ONSITE CONTACT: CHARLES .
CELL#: 281-628-4449

Billing period: 28 Days From 12/09/25 09:00 AM Thru 1/06/26 09:00 AM
CHOICE PARTNERS 22/052SG-03

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

# CITY OF BAYTOWN, TEXAS

## INDEBTEDNESS CERTIFICATION

**Project Name:** Consider An ordinance approving payment to United Rentals (North America), Inc., through the Purchasing Cooperative Contract with Choice Partners for emergency pump rental services at the Baytown Area Water Authority Fritz Lanham Water Treatment Plant

**Company Name:** United Rentals (North America), Inc

**Department:** Public Works/Engineering/BAWA

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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:

Indebted to Utility Billing in the amount of $70.12

☐ not to be indebted to the City.

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

Director of Finance — Date: 08/10/2026

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

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

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

CITY COUNCIL MEETING 7. r.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance ratifying payment to Vector Controls, LLC, for the purchase and installation of Above-Ground Air Header Coupling Replacements for the Central District Wastewater Treatment Plant
**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA
**Prepared by:** Jamie Wimmer, Public Works/Engineering/BAWA
**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance ratifying payment to Vector Controls, LLC, for the emergency purchase and installation of Above-Ground Air Header Coupling Replacements for the Central District Wastewater Treatment Plant using the TIPS Cooperative Purchasing Program.

### PREFACE

This proposed ordinance ratifies payment to Vector Controls, LLC, for the emergency purchase and installation of Above-Ground Air Header Coupling Replacements for the Central District Wastewater Treatment Plant in the amount of $81,403.64, through the TIPS Cooperative Purchasing Program Contract #24010401.

The Central District Wastewater Treatment Plant needed emergency coupling repairs done in March 2026. Air leaks were experienced downstream, specifically at multiple couplings that go down into various locations within the aeration basin. This was addressed due to concerns regarding the compliance issues discussed specifically around the effluent discard limits. Repairs were done before this became critical. Items consist of the purchase, installation, testing, and commissioning of air header coupling replacements. The work includes removing deteriorated or failing couplings within the existing air header system, installing new heavy-duty couplings designed for wastewater treatment applications, verifying proper alignment and sealing of all connections, and performing operational testing to ensure the air distribution system functions as intended. The replacement of these couplings is necessary because the failing couplings resulted in significant air leaks, reduced blower efficiency, pressure loss, and inadequate air delivery to the biological treatment process.

Vector Controls, LLC., is an approved vendor through the TIPS Cooperative Purchasing Program, and the City of Baytown is a member of the same, and can access contracts with the supplying companies. The cooperative agreement has already been competitively bid, for which the city is receiving the deepest discounts from the said firm.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2026 |
| **Acct Code:** | 51003170-53005 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $81,403.64 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance - ratifying coupler replacements - Vector
Quote - Vector Controls, LLC
Vector Controls, LLC - TIPS Co-Op Agreement #24010401
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RATIFYING PAYMENT TO VECTOR CONTROLS, LLC. IN THE AMOUNT OF EIGHTY-ONE THOUSAND, FOUR-HUNDRED, THREE DOLLARS AND 64/100 ($81,403.64), FOR THE EMERGENCY PURCHASE AND INSTALLATION OF ABOVE-GROUND AIR HEADER COUPLING REPLACEMENTS FOR THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT USING THE TIPS COOPERATIVE PURCHASING PROGRAM (CONTRACT #24010401); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the City Council of the City of Baytown has approved an Interlocal Agreement or membership for cooperative purchasing with the Interlocal Purchasing System (TIPS); and

WHEREAS, pursuant to such agreement, the City may make purchases of goods and services based upon the bids received and the negotiated contract entered into by Interlocal Purchasing System (TIPS); and

WHEREAS, the Interlocal Purchasing System (TIPS) has taken bids and entered into a contract for consulting services; and

WHEREAS, Section 252.022(a)(3) of the Texas Local Government Code exempts from state law competitive bidding requirements an expenditure for a procurement necessary because of unforeseen damage to public machinery, equipment, or other property; and

WHEREAS, the Central District Wastewater Treatment Plant needed emergency coupling repairs done in March 2026 due to air leaks experienced downstream at multiple couplings (air drops) that descend into various locations within the aeration basin; and

WHEREAS, these leaks raised compliance issues around the effluent discard limits; and

WHEREAS, repairs had to be made before the issues became critical; NOW, THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown hereby ratifies the expenditure in the amount of EIGHTY-ONE THOUSAND, FOUR-HUNDRED, THREE DOLLARS AND 64/100 ($81,403.64) to Vector Controls, LLC., for the emergency purchase and installation of above-ground air header coupling replacements for the Central District Wastewater Treatment Plant using the TIPS Cooperative Purchasing Program (Contract #24010401).

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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# QUOTATION

| Quote Number | |
|---|---|
| 1414715 | |
| Quote Date | Page |
| 03/10/2026 15:25:41 | 1 of 3 |

Quote Expires On: 04/09/2026

**Please Address Order To:**

Vector Controls LLC

14517 Kirby Drive
Pearland, TX 77047
US
1-800-969-5678

**Bill To:**

City Of Baytown
Accounts Payable
P.O. Box 424
Baytown, TX 77522
US
0000000000

**Ship To:**

City Of Baytown
1601 West Main St.
Baytown, TX 77521
US

***Delivery Terms:***

| *Reference Number* | *Ship Route* | *Salesperson* |
|---|---|---|
| TIPS 240101 | | Lynette Maynard |

| *Li* | *Quantities* | | *Item ID* / *Item Description* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|
| | *Ordered* | *UOM* | | | |

***Order Note:*** COB Central Plant Above ground air header coupling replacements

SCOPE OF WORK:
Replacement of fourteen galvanized dresser couplings (8) 12" couplings and (6) 18" couplings on above ground Header with new Epoxy Coated dresser couplings with high temperature gaskets. The job will be broken up into four sections to minimize down time of critical process equipment, specifically blowers. We will isolate air headers in sections to maintain beneficial use of air to plant where possible and in conjunction with plant process requirements. No outages of blower air header for more than 6 to 8 hours. All equipment needed will be provided by McCarthy. Traffic control for road closure if needed to access back side of plant with utility lifting devices will be City of Baytown's responsibility. All hardware and required fasteners will be included

*Prices and shipment shown are applicable only to the quantities quoted herein. Any change or deletion of one or more items may require a quotation revision. All prices are subject to the approval of the manufacturer.*

# QUOTATION

| Quote Number | |
|---|---|
| 1414715 | |
| Quote Date | Page |
| 03/10/2026 15:25:41 | 2 of 3 |

Quote Expires On: 04/09/2026

**Please Address Order To:**

Vector Controls LLC

14517 Kirby Drive
Pearland, TX 77047
US
1-800-969-5678

***Delivery Terms:***

| *Li* | *Quantities* | | *Item ID* / *Item Description* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|
| | *Ordered* | *UOM* | | | |
| | | | in material cost. | | |
| 1 | 1.00 | EA | INSTALLATION MATERIAL<br>Qty 8- 12" Epoxy Coated Dresser coupling with high temperature gaskets<br><br>*MATERIAL | 24,937.65 | 24,937.66 |
| 2 | 1.00 | EA | INSTALLATION MATERIAL<br>Qty 6- 18" Epoxy Coated Dresser coupling with high temperature gaskets<br><br>*MATERIAL | 23,750.14 | 23,750.15 |
| 3 | 1.00 | EA | FIELD INSTALLATION SERVICES<br>Mechanical supervisor hours- 50 man hours<br><br>*LABOR | 10,390.68 | 10,390.69 |
| 4 | 1.00 | EA | FIELD INSTALLATION SERVICES<br>Mechanical technician hours- 125 man hour<br><br>*LABOR | 20,781.37 | 20,781.38 |
| 5 | 1.00 | EA | INSTALLATION MATERIAL<br>Portable pipe lifting equipment<br><br>*EQUIPMENT REQUIRED | 950.00 | 950.01 |
| 6 | 1.00 | EA | INSTALLATION MATERIAL<br>Flange Spreader<br><br>Lift Truck-Included<br><br>*EQUIPMENT REQUIRED | 593.75 | 593.75 |

*Prices and shipment shown are applicable only to the quantities quoted herein. Any change or deletion of one or more items may require a quotation revision. All prices are subject to the approval of the manufacturer.*

# QUOTATION

| Quote Number | |
|---|---|
| 1414715 | |
| Quote Date | Page |
| 03/10/2026 15:25:41 | 3 of 3 |

Quote Expires On: 04/09/2026

**Please Address Order To:**

Vector Controls LLC

14517 Kirby Drive
Pearland, TX 77047
US
1-800-969-5678

***Delivery Terms:***

| *Li* | *Quantities* | | *Item ID* / *Item Description* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|
| | *Ordered* | *UOM* | | | |

*Total Lines: 6*

| | |
|---|---|
| ***SUB-TOTAL:*** | 81,403.64 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **81,403.64** |

*U.S. Dollars*

*For Questions Contact:*
ETHAN_POWELL
ethan.powell@vectorcag.com

*Prices and shipment shown are applicable only to the quantities quoted herein. Any change or deletion of one or more items may require a quotation revision. All prices are subject to the approval of the manufacturer.*

The Interlocal Purchasing System

Purchasing Made Personal

Printed 11 November 2025

www.vectorcag.com

# Vector Controls LLC

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM**
**PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER**

| PAYMENT TO | | TIPS CONTACT | |
|---|---|---|---|
| ADDRESS | 2200 10th Street, Suite 300 | NAME | Charlie Martin |
| CITY | Plano | PHONE | (866) 839-8477 |
| STATE | TX | FAX | (866) 839-8472 |
| ZIP | 75074 | EMAIL | tips@tips-usa.com |

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

## SERVING STATES

AR | IL | KS | MO | NM | OK | TX

## Overview

*Liquid Flow Meters, Gas Flow Meters, Flow Switches, Level Transmitters, Level Switches, Pressure Transmitters, Pressure Gauges, Pressure Switches, Pressure Seals, Temperature Transmitters, Temperature Switches, Samplers, Liquid Quality Sensors/Transmitters (pH, ORP, DO, Turbidity, Chlorine, Ammmonia, Monochloramine, Nutrient, Hardness, Phosphate), Butterfly Valves, Air Release Valves, Plunger Valves, LED/LCD Panel Meters, VFDs, Gas Detection (H2S, Cl2, NH3, O2, O3, CO, Methane), Weighing Systems, Heat Trace, UPS, Signal Conditioning, Surge Protection, Radios, PLC, HMI*

## AWARDED CONTRACTS "View EDGAR Doc" on Website

| Contract | Comodity | Exp Date | EDGAR |
|---|---|---|---|
| 24010401 | Trades, Labor, and Materials (NON JOC) | 04/30/2029 | See EDGAR Certification Doc. |
| 240101 | Technology Solutions, Products, and Services | 05/31/2029 | See EDGAR Certification Doc. |

## CONTACTS BY CONTRACTS

**240101**

| | | | |
|---|---|---|---|
| Garrett Murphy | Inside Sales | (800) 969-5678 | garrett.murphy@vectorcag.com |
| Justin Busby | District Inside Sales | (800) 969-5678 | justin.busby@vectorcag.com |

**24010401**

| | | | |
|---|---|---|---|
| Garrett Murphy | Inside Sales | (800) 969-5678 | garrett.murphy@vectorcag.com |
| Justin Busby | District Inside Sales | (800) 969-5678 | justin.busby@vectorcag.com |

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

**If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions.** For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

**TIPS VENDOR AGREEMENT (Part 1)**

**TIPS RFP 240104 Trades, Labor, and Materials (PART 1)**

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vector Controls

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 1 of the related solicitation opportunity. If Vendor proposes and is awarded on Part 2, a separate Part 2 Vendor Agreement shall control Part 2 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 1 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 1 TIPS solicitation document resulting in this Agreement; (2) Any Part 1 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 1 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 1 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

**Term of the Agreement.** Term of the Agreement. This Agreement with TIPS is for approximately five years.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example. TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

12. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

13. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).**

14. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES,**

**VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

15. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

16. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

17. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

18. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS

Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

19. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

20. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

21. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

22. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months

or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

23. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

24. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

25. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

26. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

27. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

28. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

29. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

30. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover

said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

| | |
|---|---|
| General Liability: | $1,000,000 each Occurrence/Aggregate |
| Automobile Liability: | $300,000 Includes owned, hired & non-owned |
| Workers' Compensation: | Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement. |
| Umbrella Liability: | $1,000,000 each Occurrence/Aggregate |

31. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

32. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

33. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

34. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

35. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

36. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

37. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

38. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

39. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

40. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

41. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

42. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

43. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

44. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

45. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

46. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

47. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

48. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

49. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

50. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS 240104 Trades, Labor, and Materials (Part 1)**

Vendor Name: Vector Controls

Vendor Address: 14517 Kirby Drive

City: Pearland State: TX Zip Code: 77047

Vendor Authorized Signatory Name: Bruce Philpy

Vendor Authorized Signatory Title: Water/Wastewater Manager

Vendor Authorized Signatory Phone: 800-969-5678 x1101

Vendor Authorized Signatory Email: bruce.philpy@vectorcag.com

Vendor Authorized Signature: Date: 02/12/24

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/22/2024




# 240104
# Vector Controls LLC
# Supplier Response

## Event Information

Number: 240104
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/4/2024
Deadline: 2/16/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

**IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TRADES, LABOR, AND MATERIALS" CATEGORY, WHETHER PART 1 OR PART 2 OR BOTH, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU ARE SEEKING A PART THAT YOU DO NOT ALREADY HAVE. (EXAMPLE: YOU HAVE PART 1 AND ARE NOW SEEKING PART 2).**

**IF YOU HOLD AN EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT AND YOU CHOOSE TO RESPOND TO THE SAME PART 1/PART 2 VERSION HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THE NEW PART 1 OR PART 2 OF THIS CONTRACT.**

**ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TRADES, LABOR, AND MATERIALS" CATEGORY WHICH COVERS ALL OF YOUR CONSTRUCTION/TRADE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.**

## Contact Information


Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

## Vector Controls LLC Information


Contact: Stephanie Hoyt
Address: 14517 Kirby Drive
Pearland, TX 77047
Phone: (800) 969-5678
Email: stephanie.hoyt@vectorcag.com
Web Address: www.vectorcag.com


By submitting your response, you certify that you are authorized to represent and bind your company.

James Bruce Philpy
*Signature*

bruce.philpy@vectorcag.com
*Email*

*Submitted at 2/16/2024 10:12:00 AM (CT)*

## Requested Attachments

### Pricing Form 1 (Part 1)

240104 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2 (Part 1)

240104 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Vendor Agreement (Part 1)

240104 Vendor Agreement (Part 1).pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Alternate or Supplemental Pricing Documents (Part 1)

*No response*

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

### Vendor Agreement Signature Form (Part 1)

240104 Vendor Agreement Signature Form (Part 1).pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Current Form W-9

Vector Controls LLC W9_2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

### Required Confidentiality Claim Form

240104 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

## Reference Form

240104 Reference Form JOC (Parts 1 & 2).xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

## Part 2 Required Bonding Capacity Letter

*No response*

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

## Optional Xactimate Response Attachment (Part 2)

*No response*

If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form (Part 2) may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Vendor Agreement (Part 2)

*No response*

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

## Vendor Agreement Signature Form (Part 2)

*No response*

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

## Certificates & Licenses (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### Disclosure of Lobbying Activities - Standard Form - LLL

*No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

### Conflict of Interest Questionnaire - Form CIQ

Conflict of Interest Questionnaire - Form CIQ.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

### Vendor Logo (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Bid Attributes

**1 Disadvantaged/Minority/Women Business & Federal HUBZone**

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

No

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas, Oklahoma, Kansas, Missouri, Illinois, Arkansas, New Mexico

**5** **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Liquid Flow Meters, Gas Flow Meters, Flow Switches, Level Transmitters, Level Switches, Pressure Transmitters, Pressure Gauges, Pressure Switches, Pressure Seals, Temperature Transmitters, Temperature Switches, Samplers, Liquid Quality Sensors/Transmitters (pH, ORP, DO, Turbidity, Chlorine, Ammmonia, Monochloramine, Nutrient, Hardness, Phosphate), Butterfly Valves, Air Release Valves, Plunger Valves, LED/LCD Panel Meters, VFDs, Gas Detection (H2S, Cl2, NH3, O2, O3, CO, Methane), Weighing Systems, Heat Trace, UPS, Signal Conditioning, Surge Protection, Radios, PLC, HMI

**6** **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Bruce Philpy

**7** **Primary Contact Title**

Primary Contact Title

Water/Wastewater Manager

**8** **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

bruce.philpy@vectorcag.com

**9** **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8009695678

**10** **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9724221743

**11** **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2143350579

**12** **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jeff Kramm

**13** **Secondary Contact Title**

Secondary Contact Title

Senior Inside Sales Manager, Water/Wastewater

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

jeff.kramm@vectorcag.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8009695678

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9724227143

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9729659929

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Stephanie Hoyt

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

stephanie.hoyt@vectorcag.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8009695678

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Jeff Kramm

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

jeff.kramm@vectorcag.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8009695678

24 **Company Website**

Company Website (Format - www.company.com)

www.vectorcag.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Vector Controls LLC

26 **Primary Address**

Primary Address

14517 Kirby Drive

27 **Primary Address City**

Primary Address City

Pearland

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Texas

29 **Primary Address Zip**

Primary Address Zip

77047

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Astava, AV-Tek Valves, Harold Beck Actuators, Blackline Safety, Danfoss, Draeger, Eaton, Endress+Hauser, HF Scientific, Kurz Instruments, nVent, Phoenix Contact, Precision Digital, Winters Instruments

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Pearland

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

10

35 **Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts**

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

**36** **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?***

0%

**37** **Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

**38** **Volume and Additional Discounts**

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

Yes

**39** **Part 1 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.**

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

**40** **REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

0

41 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

0

42 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

**Example:** In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

0%

43

**REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements**

**This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.**

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

Yes, Vendor agrees

44

**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

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| 45 | **TIPS Sales Reporting Requirements**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br>By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:<br><br>(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;<br><br>(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.<br><br>No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. |
| 46 | **TIPS Administration Fee Requirement and Acknowledgment**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.<br><br>By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale. |
| 47 | **TIPS Member Access to Vendor Proposal & Documentation**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br>Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing. |

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| 48 | **Non-Collusive Bidding Certificate**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>By submission of this proposal, the Vendor certifies that:<br><br>1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;<br><br>2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:<br><br>3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and<br><br>4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf; |
| 49 | **Antitrust Certification Statements (Tex. Government Code § 2155.005)**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:<br><br>(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;<br><br>(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;<br><br>(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;<br><br>(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. |
| 50 | **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.<br><br>By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance. |

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| 51 | **Required Confidentiality Claim Form**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.<br>If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.<br><br>Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential. |
| 52 | **Non-Discrimination Statement and Certification**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).<br>Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.<br><br>☑ Yes, I certify |
| 53 | **Limitation of Vendor Indemnification and Similar Clauses**<br>**This is a requirement of the TIPS Contract and is non-negotiable.**<br><br>TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."<br><br>Does Vendor agree?<br>☑ Yes, I Agree |

54 **Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

55 **No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

56 **Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

57 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include 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 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.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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 this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or 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.”

When applicable, does Vendor certify?

Yes, Vendor certifies

61 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

62 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

63 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "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.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

*No response*

65 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our 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 our 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 our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

No, Vendor does not certify - VENDOR HAS CONFLICT

66 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Yes

67 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

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| 69 | **Regulatory Good Standing Certification - Explanation - Continued**<br>If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.<br><br>*No response* |

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| 70 | **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**<br>**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**<br><br>1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.<br><br>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.<br><br>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.<br><br>4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.<br><br>5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.<br><br>6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.<br><br>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.<br><br>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.<br><br>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. |

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## Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

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## Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

73 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

75 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

76

**Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

77

**Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

78

**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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| 79 | **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**<br>This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.<br><br>If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?<br><br>Yes |
| 80 | **2 CFR Part 200 or Federal Provision - Contracts**<br>Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.<br><br>Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.<br><br>Does vendor agree?<br>Yes, Vendor agrees |
| 81 | **2 CFR Part 200 or Federal Provision - Termination**<br>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)<br><br>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.<br><br>Does vendor agree?<br>Yes, Vendor agrees |

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| 82 | **2 CFR Part 200 or Federal Provision - Clean Air Act**<br>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).<br>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.<br>Does vendor agree?<br>Yes, Vendor agrees |
| 83 | **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**<br>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.<br><br>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).<br><br>Does Vendor agree?<br><br>Yes, Vendor agrees |

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**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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**2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) 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.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the 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 of 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.
Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.
Does vendor certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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| 97 | **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**<br>Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.<br><br>Does Vendor certify?<br>Yes, Vendor certifies |
| 98 | **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**<br>For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.<br><br>Does Vendor certify?<br>Yes, Vendor certifies |
| 99 | **2 CFR Part 200 or Federal Provision - Record Retention Requirements**<br>For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.<br><br>Does Vendor certify?<br>Yes, Vendor certifies |
| 100 | **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**<br>Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?<br><br>If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.<br>NO |

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| 101 | **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**<br>**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**<br><br>Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.<br><br>(b) Affirmative steps must include:<br><br>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br><br>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br><br>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br><br>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;<br><br>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and<br><br>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.<br><br>Does Vendor certify?<br>*No response* |
| 102 | **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**<br>By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.<br><br>Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation. |

| TIPS 240104 Trades, Labor, and Materials (2 Part with JOC) | Vector Controls |
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## TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

| Customer Entity Name | Customer Contact Name | Valid Contact Email | Valid Contact Phone |
|---|---|---|---|
| Dallas Park Cities | Brent Jordan | jordan@parkcitieswater.com | 469-585-0875 |
| City of Fort Worth-Holly Waters Plant | Casey Chaloupek | casey.chaloupek@fortworthtexas.gov | 817-944-1503 |
| City of Dallas-Eastside Water Plant | Anthony Rogers | anthony.rogers@dallas.gov | 972-400-7348 |
| City of Arlington | Randy Carter | randall.carter@arlingtontx.gov | 214-394-2850 |
| North Texas Municipal Water District | Brad Gebhard | bgebhard@ntmwd.com | 214-668-5335 |
| San Antonio Water System | Mike Roberts | michael.roberts@saws.org | 210-233-2388 |
| City of Pflugerville | Shelby Granger | shelbyg@pflugervilletx.gov | 512-990-6454 |
| City of Round Rock Wastewater | Clinton Abramson | cabramson@roundrocktexas.gov | 512-364-1360 |
| New Braunfels Utilities | Elliot White | ewhite@nbutexas.com | 210-722-3001 |
| West Travis County Public Utility Agency | Curtis Jeffrey | cjeffrey@wtcpua.org | 512-263-5323 |
| City of Brenham | Jordan LaBeth | jlabeth@cityofbrenham.org | (979) 530-8873 |
| City of Pearland | Will Marquez | wmarquez@pearlandtx.gov | (713) 724-1509 |
| McCarthy Builders | Chris Clements | CClements@McCarthy.com | +1 (832) 334-7097 |
| CDM Constructors | Jeff Leonard | leonardjr@cdmsmith.com | (214) 907-7735 |
| City of Houston | Radu Bucur | Radu.Bucur@houstontx.gov | (713) 204-0189 |
| City of Victoria | Curtis Moyer | cmoyer@victoriatx.gov | (361) 465-2016 |
| City of Corpus Christi | Andrew Molly | DrewM@cctexas.com | (713) 503-8296 |

**TIPS CONTRACT** 240104

**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: Vector Controls

Vendor Authorized Signatory Name: Bruce Philpy

Vendor Authorized Signatory Title: Water/Wastewater Manager

Vendor Authorized Signatory Email: bruce.philpy@vectorcag.com

Vendor Address: 2200 10th Street, Suite 300

City: Plano State: TX Zip Code: 75074

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)*

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

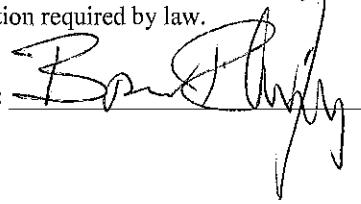
Authorized Signature: _____

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance authorizing payment to Vector Controls, LLC, for the purchase and installation of Above-Ground Air Header Coupling Replacements for the Central District Wastewater Treatment Plant

**Company Name:** Vector Controls, LLC

**Department:** Public Works/Engineering/BAWA

**Date:** 08/13/2026 **Council Date:** 08/27/2026

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 McBride — 08/13/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. s.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance authorizing a Water Supply Agreement between the City of Baytown and Tarina Properties, LLC
**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA
**Prepared by:** Jamie Wimmer, Public Works/Engineering/BAWA
**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance authorizing a Water Supply Agreement between the City of Baytown and Tarina Properties, LLC.

### PREFACE

This proposed agreement authorizes a Water Supply Agreement with Tarina Properties, LLC., for a term of 30 years during which the City of Baytown (the "City") will supply water services to Tarina Properties, LLC. The maximum amount of total treated water that the City is required to provide will be based upon the alternate capacity requirement assigned by the Texas Commission on Environmental Quality (“TCEQ”). Until such an alternative capacity requirement is obtained, it is stipulated that Tarina Properties, LLC's total capacity reservation should not exceed 1,625 equivalent single-family connections. Tarina Properties, LLC shall be required to build its water system in accordance with the City’s specifications. The City has the right to inspect the system during and after construction. Tarina Properties, LLC, has the obligation to maintain its system at all times. This proposed agreement is similar to other agreements that the City has entered into with water districts for water services.

## 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 - Water Supply Agt - Tarina
Exhibit A - Water Supply Agt

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A WATER SUPPLY AGREEMENT WITH TARINA PROPERTIES, 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 the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to a Water Supply Agreement with Tarina Properties, LLC. Said agreement is attached 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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

WATER SUPPLY AGREEMENT BETWEEN THE
CITY OF BAYTOWN, TEXAS AND TARINA PROPERTIES, LLC

This Agreement is made and entered into as of the date herein last specified by and between the City of Baytown, Texas, a municipal corporation and home-rule city which is principally located in Harris County, Texas (the "City"), and Tarina Properties, LLC, a Texas limited liability company ("Owner").

1. The City is a municipal corporation and home-rule city principally located in Harris County, Texas. The City owns, operates and maintains a water supply and distribution system supplying water to residents of the City.

2. Owner is a Texas limited liability company that owns the real property located in Chambers County, Texas, more particularly described in Exhibit "A" (which is attached hereto and incorporated herein by reference), as well as, property adjacent to the real property described in Exhibit "A."

3. The City and Owner entered into the Utility Easement attached hereto as Exhibit "B" and incorporated herein by reference for the purpose of extending utility service from the easement if adjacent property owners enter into a separate utility service agreement with the City.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto do mutually agree as follows:

## AGREEMENT

## ARTICLE I

## DEFINITIONS AND EXHIBITS

1.01 Definitions. The terms and expressions used in this Agreement, unless the context clearly shows otherwise, and in addition to other defined terms herein, have the following meanings:

"City's System" shall mean the systems for the supply and distribution of water and any extensions thereof and additions thereto, currently serving or that may be constructed to serve the City.

"Director" shall mean the Director of Public Works/Engineering of the City of Baytown, or his designee.

"Effective Date" shall mean the date of execution of this Agreement.

"Impact Fee" means a charge or assessment imposed by the City against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development in accordance with Chapter 395 of the Texas Local Government Code.

"Interconnections" shall mean those improvements necessary for the connection of the City's System and the Owner's System as set forth herein.

"Point of Delivery" shall mean the point of connection from the City's System to the real property, which will be at a mutually agreed upon location.

"TCEQ" shall mean the Texas Commission on Environmental Quality or its successor agency.

"Water" shall mean potable water meeting the minimum drinking water standards prescribed by Texas Department of Health Resources and TCEQ, and their successor agencies.

1.02 Exhibits. The following Exhibits attached or to be attached to this Agreement are a part of this Agreement as though fully incorporated herein.

| | |
|---|---|
| Exhibit A | Real property description |
| Exhibit B | Utility Easement |
| Exhibit C | City's Present Rate Ordinance |
| Exhibit D | Amendatory Contract entered into by the City of Houston and the San Jacinto River Authority |

## ARTICLE II

## CONSTRUCTION OF IMPROVEMENTS BY OWNER

2.01 Owner's System. The Owner shall acquire or construct, or cause to be acquired or constructed, the Owner's System. No cost of the Owner's acquisition or construction of the Owner's System, including engineering fees, the acquisition of any lands or easements in connection therewith, and obtaining the approval of any regulatory agency, shall be borne by the City.

2.02 City Approval of Plans and Specifications. Prior to the initiation of any construction of the Owner's System, the engineers of the Owner shall submit to the Director for written approval the plans and specifications for the Owner's System. No construction of the

Owner's System shall begin until such plans and specifications are approved in writing by the Director. The Owner's Engineer will provide the City, upon completion of the construction, with one set of "as built" drawings sealed by a licensed engineer in the State of Texas, which meet the approval of the Director and certification that the Owner's System was built in accordance with the City's standard plans and specifications and as indicated in the "as built" drawings. The Owner will likewise obtain approval for and supply the City with "as built" drawings, sealed by a licensed engineer in the State of Texas, and similar certification for any subsequent alterations or modifications made to the Owner's System during the term of this Agreement.

2.03 Inspection. The Owner specifically grants the City the right to inspect at any time any and all construction of the Owner's System in order to determine whether such construction is in conformance with the City's standards and the approved plans and specifications. Should all or any portion of the Owner's System be found by the Director not to conform with the City's standards or the approved plans and specifications, then the Owner shall immediately upon receiving written notice from the City of such non-conformance take those remedial steps necessary to meet the required standards, regardless of when such non-conformity is detected. The Owner's System must be brought into conformity with the City's standards and the approved plans and specifications within thirty (30) days of the Owner's receipt of notice of non-conformance, unless an extension is approved in writing by the Director. Failure to adequately and timely remedy the Owner's System shall be construed as an Event of Default for which no additional opportunity to cure shall be given.

2.04 Points of Delivery. The Points of Delivery between the City's System and the Owner's System shall be approved by the Director and shall not be changed without prior written approval of the Director.

2.05 Completion of Construction. Upon completion of the construction provided for in Section 2.01 and subject to the terms of this Agreement, both the City and the Owner agree as follows: (i) the City shall deliver to the Owner and the Owner shall accept from the City water in quantities as specified in Article IV herein, for the price at the Point of Delivery herein provided, consistent with other limitations as stated herein.

2.06 Commencement of Use of Interconnections. The Interconnections shall be placed into operation only upon the inspection and approval of the Interconnections and the Owner's System by the City and the Owner. Furthermore, the City reserves the right to reject any Interconnection designated by the Owner which would, in effect, interfere with or increase the cost of any other facilities or operations which the City might wish to construct or implement, or plan to construct or implement, or which would adversely affect the City's ability to provide water services to any of its customers.

2.07 Water Measuring Equipment. The Owner will, at its sole cost and expense, furnish and install or contract with the City to furnish and install, at any and all Interconnections,

all measuring equipment as may be required by the City, including, but not limited to, meters, totalizers, and devices of standard type for measuring and recording accurately the quantity of water delivered within an accuracy tolerance of two percent (2%) plus or minus for a given rate of flow. It is expressly understood and agreed by the parties hereto that a master meter(s), with a double-backflow preventer at all points of interconnection and measuring total flow through the Interconnection having an accuracy tolerance of two percent (2%) plus or minus for a given rate of flow, is required and must be approved and inspected by the City prior to the City being obligated under this Agreement to deliver any water to the Owner. The Owner shall also install, operate and maintain, or contract with the City to install, operate and maintain, as required by the City, pressure regulating devices and equipment. Such measuring equipment shall be approved by the City; and after the City's approval of the installation, the same shall become the property of the City.

(1) Inspection. During all reasonable hours, the City and the Owner shall have access to such measuring equipment so installed. The City shall have access to all records pertinent to determining the measurement and quantity of treated water actually delivered hereunder, but the reading of the meters for purposes of billing shall be done by the Owner.

(2) Calibration. After approved installation thereof, the City shall perform, at its own cost and expense, periodic calibration tests on the primary measuring equipment so installed in order to maintain the accuracy tolerance within the guarantees of the manufacturer thereof, not to exceed tolerance of two percent (2%), at least once every twelve (12) months. At reasonable intervals, the City agrees to properly check and calibrate the flow, recording the totalizing measuring equipment for the purpose of ascertaining its condition of accuracy. The City agrees to notify the Owner at least forty-eight (48) hours in advance of the time any test is to be made, to permit the Owner to observe such test and to furnish the Owner with a copy of the results of all checks and calibration tests performed on said measuring equipment. If any tests or calibration checks show a condition of inaccuracy, adjustments shall be made immediately by the City so said measuring equipment will register correctly within the aforesaid accuracy tolerance. In addition, the Owner shall have the right to independently check said measuring equipment at any time upon at least forty-eight (48) hours' notification to the Director.

(3) Check Meters. The City may install, at its own cost and expense, such check meters in the Owner's pipeline as may be deemed appropriate and the Owner shall have the right of ingress and egress to such check meters during all reasonable hours; provided, however that the billing computation shall be on the basis of the results of the measuring equipment set forth in Section 2.07(a) hereinabove.

(4) Inaccuracy Adjustments. If, upon any test, the percentage of inaccuracy of any measuring equipment is found to be in excess of five percent (5%) for the aforesaid given rate of flow, then the Owner's account shall be adjusted for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, for a period extending back one-half (½) of the time elapsed since the date of the last test, or, the date of the last adjustment to correct the registration, whichever is later, but not to exceed one hundred twenty (120) days. If, for any reason, the measuring equipment is out of service or out of repair and the amount of treated water delivered cannot be ascertained or computed from the reading thereof, water delivered during the period shall be estimated and agreed upon by the parties hereto on the basis of the best data available.

(5) Independent Check of Metering Equipment. In the event of a dispute between the Owner and the City as to the accuracy of the testing equipment used by the City to conduct the test of accuracy upon the meters being used, an independent check may be mutually agreed upon between the Owner and the City to be conducted by an independent measuring equipment company suitable to both the Owner and the City, the cost of such test to be at the Owner's sole expense.

(6) Given Rate of Flow. As used in this Article, the expression "given rate of flow" means the total quantities of treated water delivered during the preceding period (usually a calendar month) as reflected by the recording devices, divided by the number of days in the period.

## ARTICLE III

## OWNERSHIP, OPERATION AND MAINTENANCE OF SYSTEMS

3.01 Owner's System. The Owner shall own, operate and maintain at its sole cost and expense the Owner's System and will promptly repair any of its facilities so as to prevent leakage. However, should the Owner fail to operate and maintain the Owner's System in a manner consistent with sound engineering principles and should such failure become a danger to the continued proper operation of any portion of the City's System as determined at the sole discretion of the City, then such failure shall be considered an Event of Default. It is expressly understood and agreed that the City at any time upon notice to the Owner may take whatever steps it believes are necessary to preserve the integrity of the City's System, including but not limited to, discontinuing services.

3.02 City's Utility Requirements. The Owner covenants and agrees to comply with Chapter 126, Article V, Division 4 of the City's Code of Ordinances ""and all amendments thereto (the "Utility Requirements"), for water distribution facilities and agrees not to permit

plumbing work relating to water service or allow connection to the Owner's System except in compliance with the Utility Requirements and Chapter 18, Article IV of the Code of Ordinances and all amendments thereto (the "Plumbing Code"), and after inspection and approval by the Owner's operator or other authorized representative. The Owner shall, after such inspection and approval and prior to service to the facility, submit to the City an affidavit of inspection certifying that all requirements of the Utility Requirements have been satisfied.

The Owner further agrees that all water service connections shall be maintained in compliance with the Utility Requirements and the Plumbing Code of the City. In order to enforce this provision, the City inspectors shall be permitted to act for and on behalf of the Owner or in lieu of the Owner's operator, and the Owner will enforce any notice issued by such inspectors. The Owner will be charged an inspection fee in the amount as specified in Section 2-595 of the Code of Ordinances, as amended, for each inspection made by the City pursuant to this provision. If any such notices are not complied with, the Owner shall discontinue service upon the request of the City to do so. Failure of the City to act on behalf or in lieu of the Owner shall not be construed as a waiver of the right to so act in the future or to exercise any right or remedy occurring as a result of the Owner's default.

Should the Owner for any reason fail to enforce the standards established by the Utility Requirements or Plumbing Code for water or should the Owner fail to comply with the foregoing provisions of this section, such failure shall be an Event of Default.

3.03 Outside Service Contracts. The Owner agrees that should the Owner desire to delegate responsibility for maintenance or for supervision of the Owner's System to any individual or entity other than its own employees holding any permit or certificate required by law, then any such proposed service arrangement, by written contract or otherwise, must be approved in writing by the Director, whose consent shall not be unreasonably withheld, prior to execution by the parties. Failure of the Owner to submit any such proposed service agreement to the Owner prior to its execution shall be considered an Event of Default. Any outside service agreement, whether submitted to the City or not, shall contain a clause terminating the service agreement as to the Owner on the date of dissolution of the Owner by the City.

3.04 Title to and Responsibility for Water. Title to, possession, and control of water shall remain in the City, or its assigns, to the Point of Delivery where title to possession, and control of water delivered under this Agreement shall pass from the City to the Owner; and the Owner will take such title, possession and control at the Point of Delivery. As between the parties hereto, the City shall be in exclusive control and possession of the water deliverable hereunder and solely responsible for any damage or injury caused thereby until the same shall have been delivered to the Owner at the Point of Delivery, after which delivery the Owner shall be in exclusive control and possession thereof and solely responsible for any injury or damage caused thereby, and such party respectively shall save and hold the other party harmless from all claims, demands, and causes of action which may arise while said water is under its respective

ownership and control. The City shall not be responsible in damages for any failure to supply water or for interruption of the water furnished hereunder. The Owner agrees to save harmless the City from all damage to real and personal property occasioned or caused by the making of the water connection or connections herein referred to or caused by the furnishing of water hereunder, and shall also save and keep harmless the City from all damage of any kind, nature and description which may arise as the result of the making of this Agreement.

## ARTICLE IV

## QUANTITY AND CAPACITY

4.01 General. All services to be provided by the City herein shall be expressly subject to the payment of the appropriate impact fees, without credit and/or reimbursement, and other costs specified in this Agreement and the City's Code of Ordinances. Subject to the terms and conditions of this Agreement, the City agrees to sell and deliver (or cause to be delivered) to the Owner, the Owner's water requirements of treated water, and the Owner agrees to purchase from City the Owner's treated water requirements for resale during the term of this Agreement for water services to be supplied in the Service Area, subject to the limitations expressed hereinabove. The Owner's total treated water requirements shall mean the total quantity of treated water the Owner needs to conduct operations, use or resell within the Service Area. The maximum amount of total treated water that the City shall be obligated to provide shall be the alternate capacity requirement assigned by the TCEQ to the Owner. As such, the Owner is hereby required to submit a request to obtain alternative capacity requirements from the TCEQ in accordance with 30 TAC §290.45(g) within six (6) months after it has acquired three (3) years of data regarding the daily production of the Owner's System. Until such alternative capacity requirement is obtained, it is stipulated that the Owner's total treated water requirements shall not exceed 1,625 (400 gpd/ESFC) equivalent single-family connections ("ESFCs"). The City shall not be required at any time during the term of this Agreement to provide more than 1,625 (400 gdp/ESFC).

Notwithstanding any provision contained herein to the contrary, it is expressly understood and agreed that in no event shall the City at any time during the term of this Agreement be obligated to reserve water in quantities in excess of the number of ESFC's necessary to serve any undeveloped property included within the Service Area and a preliminary plat submitted to the City, plus the number of ESFC's necessary to serve property previously developed or currently under development within the Service Area.

4.02 Capacity Reserved. The City covenants and agrees that upon receipt of impact fees as provided for in Section 5.01 of this Agreement, the City shall endeavor to reserve for the exclusive benefit of the Owner, the capacity in its water supply facilities sufficient to supply and treat the quantities set forth in Section 4.01 of this Agreement. However, the Owner shall not be guaranteed any specific quantity or pressure of water for the services to be provided herein by

the City if the City's water supply is limited or when the Owner's equipment may become inoperative due to unforeseen breakdown or scheduled maintenance and repairs, and the City is in no case to be held to any liability for failure to furnish any specific amount or pressure of water.

4.03 Service Contracts with Other Entities. The Owner shall not permit any entity located outside the Service Area to connect to the Owner's System during the term of this Agreement without the express prior written consent of the City. Failure to comply with this provision shall constitute an Event of Default.

## ARTICLE V

## PAYMENT AND TERMS

5.01 Impact Fees. The Owner shall pay to the City impact fees pursuant to Article IV, Chapter 114 of the Code of Ordinances, Baytown, Texas to purchase water capacity from the City to serve the Service Area. The impact fees may be adjusted from time to time by the City Council, and the Owner shall be required to pay the rate in effect at the time payment is due. The water impact fee shall be one hundred twenty-five percent (125%) of the water impact fee pursuant to Section 114-99(b) of the City of Baytown Code of Ordinances for each equivalent single-family connection ("ESFC") charged to development within the City at the time of collection. The water impact fee shall be collected at the time the Developer submits each final plat.

5.02 Monthly Service Charge. The Owner shall pay to the City in monthly installments a service charge (to cover the City's operation and maintenance) equal to the City's minimum charge and additional charges, if any, applied to the actual quantity of treated water delivered to the Owner during the month in question per connection. The charge shall be calculated on the basis of the metered water use and otherwise for each user connected to the Owner's system, consistent with the provisions for such calculation found in the City's Water Service Rate Ordinance, which may be amended from time to time. A copy of the City's present rate ordinance for water service, as set forth in Chapter 98, Article III of the Code of Ordinances of the City of Baytown, in effect as of the date of this Agreement, is attached as Exhibit "C," and incorporated herein. For example, as of the Effective Date of this Agreement for water service for commercial units, each commercial unit individually metered for the consumption of water shall be charged a monthly water service charge based the meter size and upon the amount of water consumed, as determined by the meter reading, applied to the rate schedule in Chapter 98, Article III, Section 98-59(a) for nonresidential service.

The Owner agrees that the payment due herein shall be calculated on a per residential/commercial connection basis by using the water delivered as measured by the master meter(s) or individual residential/commercial meters, whichever is greater. Should a disparity between

the master meter(s) and meters of the individual residences or commercial developments exist and the master meter(s) records a greater water usage, the Owner shall be responsible for the payment of the amount of water usage indicated by the master meter(s) at the rate hereinabove expressed.

As used in this section, the term "day" shall mean a period of twenty-four (24) consecutive hours beginning at eight o'clock (8:00) a.m. on one calendar day and ending at eight o'clock (8:00) a.m. on the next succeeding calendar day. The term "month" shall mean a period beginning at eight o'clock (8:00) a.m. on the first day of a calendar month and ending at eight o'clock (8:00) a.m. on the first day of the next succeeding calendar month, except that the first month or partial month shall begin on the day of the initial delivery of water hereunder, and the minimum monthly payment, if any, shall be prorated for such partial month.

The measuring equipment used for the measurement of treated water shall be read by the Owner on the last day of each month (or at such period of frequency arranged between the parties) at eight o'clock (8:00) a.m., or as near thereto as reasonably practicable; and on such day, the Owner shall account and certify to the City the amount of treated water delivered to the Owner. Additionally, on that day, the Owner shall render to the City an accounting of the service charges as provided in Section 5.04. On receipt of the above-described accounting, the Director will bill the Owner for the service charges accrued during the preceding month. Payment by the Owner to the City shall be made within thirty (30) days following the receipt of the bill.

5.03 Right of Inspection. City shall have the right at any time by actual count or by an inspection of the Owner's books, records and accounts to determine the number of water connections served by the Owner, and the Owner shall have the right at any time to inspect the City's books, records and accounts to verify the charges levied by the City. It shall be the duty of the parties to cooperate fully with each other in any such count, inspection or audit. All books, records and accounts shall be open for inspection at all reasonable hours for any authorized representative of the parties.

5.04 Reporting Requirements. Each month, the Owner shall provide to the City a preliminary operating report in a form approved by the City's Director of Finance. Such preliminary operating reports shall be tendered to the City on or before the 10th day of each month concerning the prior month's operations. After receipt of each preliminary operating report, the City will generate an invoice specifying the amount due and owing for the report period. The Owner shall present both the preliminary operating report and the corresponding invoice to its Board of Directors each month on or before the third Thursday of the month for the Board's review and approval. On or before the Friday after the third Thursday of each month, the Owner shall tender to the City a final operating report for the previous month in a form approved by the City's Director of Finance containing a certification by the presiding officer of the Board that the information contained in the report is true and correct. Should there be any

difference between the preliminary and final operating reports, which affects the amount due and owing to the City, the City shall adjust the next month's bill to address such difference.

5.05 Payments. Payment by the Owner to the City shall be made within thirty (30) days following the receipt of the invoice specified in Section 5.04 hereinabove. Any sums payable by the Owner to the City under this Agreement which are not paid within thirty (30) days following the receipt of the invoice shall bear interest in accordance with Section 2251.025, Texas Government Code. If the Owner defaults on the payment of any invoice, and the amount so past due and unpaid, including interest thereon, is collected by the City by suit, there shall be reasonable attorneys' fees added thereto for collection thereof by suit. Failure to pay charges when due shall constitute an Event of Default. Notwithstanding any of the above, in the event the Owner fails to tender payment of any amount when due and such failure continues for thirty (30) days after notice in writing to the Owner of such default, the City may suspend delivery of services offered hereunder, but the exercise of such right shall be in addition to any other remedy available to the City.

5.06 Service Charge Modifications. Although the City believes that the present charges for such services as set forth herein are fair and reasonable, nonetheless, the parties realize that due to unforeseen contingencies, the City may increase the charges for such services, whether by amendment of the rate schedule for like services outside the City limits upon which the service charges levied hereunder are based, or by other means.

5.07 Operating Expense and Covenants as to Rates. The sums to be paid the City by the Owner under the terms of this Agreement are declared by the Owner to be an essential cost of operating and maintaining the Owner's System as a part of the Owner's System and such costs shall be first charged upon the gross revenues received from the Owner's System as a part of the Owner's System, and such costs shall be a first charge upon the gross revenues received from the Owner's operation of said system. The Owner agrees to establish and maintain rates sufficient to pay all costs and expenses of operation and maintenance of the Owner's System.

5.08 Events of Default. An Event of Default, as stated from time to time herein, shall constitute a material breach of this Agreement. For any material breach of this Agreement, the City may, and the Owner 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; provided however, that this Agreement shall not be terminated prior to the City's giving thirty (30) days' written notice to the Owner of the Event of Default complained of and a reasonable opportunity for the Owner to cure said default, or, if not curable in that time as determined at the sole discretion of the City, to commence substantial curative efforts within thirty (30) days and faithfully prosecute the same. Termination of service pursuant to this section shall not limit either party to any other remedy at law or in equity.

## ARTICLE VI

## PERFORMANCE REGARDING TREATED WATER SERVICES

The City covenants and agrees that it will not contract for the sale of water to other users to such an extent or for such quantities as to impair the City's ability to perform fully and punctually its obligations to the Owner under this Agreement. In case of temporary shortage of water notwithstanding the City's compliance with the provisions of this Article, the City shall distribute the available supply as provided by the laws of the State of Texas. It is specifically agreed and understood that this Agreement contemplates that the Owner will resell the water purchased pursuant to the terms hereof.

Pursuant to the Amendatory Contract entered into by the City of Houston and the San Jacinto River Authority, a copy of which is attached hereto as Exhibit "D" and incorporated herein for all intents and purposes, and not withstanding any other provision of this Agreement to the contrary, the Owner covenants and agrees that it takes the treated water under this Agreement from the City for solely municipal purposes, as such term is defined by the TCEQ rules, currently in effect or hereinafter amended, and no other purposes. Such treated water shall be sold, distributed or used and ultimately consumed only for residential household and municipal purposes exclusively within the Owner's Service Area.

The Owner understands and agrees that the City, the Baytown Area Water Authority, the City of Houston or the San Jacinto River Authority, or any combination thereof, may enforce the covenants contained in this Article by an action brought directly against the Owner. In the event that the City maintains any legal proceeding to enforce such covenants, the Owner agrees to indemnify the City in the amount of all expenses relating to the legal proceeding, including, but not limited to, costs of court and reasonable attorney's fees.

The Owner acknowledges that the City may be liable to the Baytown Area Water Authority, the City of Houston and/or the San Jacinto River Authority for monetary damages in the event that the Owner or any purchaser of water from or through the Owner fails to comply with the restrictions and limitations on the sale of water set out in this Article. The Owner acknowledges that such monetary damages would amount to seventy-five percent (75%) of the consideration or revenue received by the City for the estimated amount of water distributed, sold or used in violation of such restrictions or limitations plus all litigation expenses, reasonable attorney fees, and all other remedies available to the Baytown Area Water Authority, the City of Houston and/or the San Jacinto River Authority. The Owner hereby agrees to fully indemnify, hold harmless and defend the City from and against any such expenses and liability which the City might incur or any loss the City might suffer as a result of any failure by the Owner or any purchaser of water from or through the Owner, to comply with such restrictions and limitations. The Owner further agrees to include covenants in any sales or contracts for sale of water by the Owner to any other entity to ensure that said other entity will likewise indemnify, hold harmless

and defend the City. The Owner agrees to submit the wording of such covenants for the written approval of the City prior to entering into such contracts.

The Owner acknowledges that the City of Houston may be liable to the San Jacinto River authority for monetary damages in the event that the Owner or any purchaser of water from or through the Owner fails to comply with the restrictions and limitations on the sale of water set out in this Article. The Owner acknowledges that such monetary damages would amount to seventy-five percent (75%) of the consideration or revenue received by the City of Houston for the estimated amount of water distributed, sold or used in violation of such restrictions or limitations plus all litigation expenses, reasonable attorney fees, and all other remedies available to the San Jacinto River Authority. The Owner hereby agrees to fully indemnify, hold harmless and defend the City of Houston from and against any such expenses and liability which the City of Houston might incur or any loss the City of Houston might suffer as a result of any failure by the Owner or any purchaser of water from or through the Owner, to comply with such restrictions and limitations. The Owner further agrees to include covenants in any sales or contracts for sale of water by the Owner to any other entity to ensure that said other entity will likewise indemnify, hold harmless and defend the City of Houston. The Owner agrees to submit the wording of such covenants for the written approval of the City prior to entering into such contracts.

On or before the first anniversary of the date this Agreement is signed, the Owner shall approve and implement and throughout the term hereof remain in full compliance with a water conservation program in accordance with the requirements of the TCEQ. Such plan and any amendments thereto shall be submitted to the appropriate authority as required by state law for review and approval. In the event that the TCEQ adopts new requirements, the Owner shall adopt an amended plan and submit same to the appropriate authority for review and approval.

Within thirty (30) days after the term of this Agreement, the Owner shall furnish the City with a statement, under oath, showing the quantities and sources of all water for use or resale by the Owner.

## ARTICLE VII

## MISCELLANEOUS PROVISIONS

7.01 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 inability 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.

7.02 Approval. Whenever this Agreement requires or permits approval or consent to be hereinafter given by any party, such approval or consent shall not be unreasonably withheld, and, if finally given, shall be effective without regard to whether such approval or consent is given before or after the time required herein. Such approval or consent on behalf of a party shall be evidenced by an ordinance or resolution adopted by the governing body of the party, or by an appropriate certificate executed by a person, firm or entity previously authorized to determine and give such approval or consent on behalf of the party pursuant to an ordinance or resolution adopted by the governing body, unless stated otherwise herein.

7.03 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

Notice given in any other manner shall be effective only if and when received by the party to be notified. However, in the event of service interruption or hazardous conditions, neither party will delay remedial action pending the receipt of formal notice. For the purpose of notice, the address of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to

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

If to the Owner, to

Tarina Properties, LLC
Attn: President, Tajddin Momin
3035 Dahlgren Trl
Sugar Land, TX 77479

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address, provided at least fifteen (15) days' written notice is given of such new address to the other parties.

7.04 Assignability. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable in whole or in part by any party without first obtaining written consent of the other party.

7.05 Regulatory Agencies. This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction.

7.06 No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

7.07 Modification. Except as otherwise provided herein, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto.

7.08 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. The City shall never be subject to any liability in damages to any customer of the Owner for any failure to perform its obligations under this Agreement.

7.09 Captions. The captions 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.

7.10 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or its application thereto to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part of this Agreement to other persons or circumstances shall not be affected thereby.

7.11 Merger. This Agreement embodies the entire understanding and agreement between the parties as to the water supply services, and there are no prior effective representations, warranties or agreements between the parties.

7.12 Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

7.13 Term. This Agreement shall be in force and effect from the date of execution hereof for a term of thirty (30) years; provided that (i) City's contract with the Baytown Area Water Authority for the purchase of treated water in sufficient quantities to supply the Owner under the terms and conditions in effect at the time of the execution of this Agreement remain unchanged; and (ii) the Baytown Area Water Authority's contract with the City of Houston for the purchase of raw water in sufficient quantities to supply the Baytown Area Water Authority under the terms and conditions in effect at the time of the execution of this Agreement remain unchanged. Should the City's contract with the Baytown Area Water Authority or the Baytown Area Water Authority's contract with the City of Houston be terminated for any reason or should the City become legally unable to supply the Owner, then this Agreement shall terminate automatically at the time of such termination or inability. This Agreement shall be automatically extended for additional five (5) year terms unless either party gives written notice of termination three (3) 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.

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

7.15 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ___ day of _____, _____.

CITY OF BAYTOWN

_____
JASON E. REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

OWNER:

TARINA PROPERTIES, LLC

Tajdin
(Signature)

Tajddin Momin
(Printed Name)

President
(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me on this day personally appeared Tajddin Momin, in his/her capacity as President, on behalf of such Tarina Properties LLC ,

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

(check one)

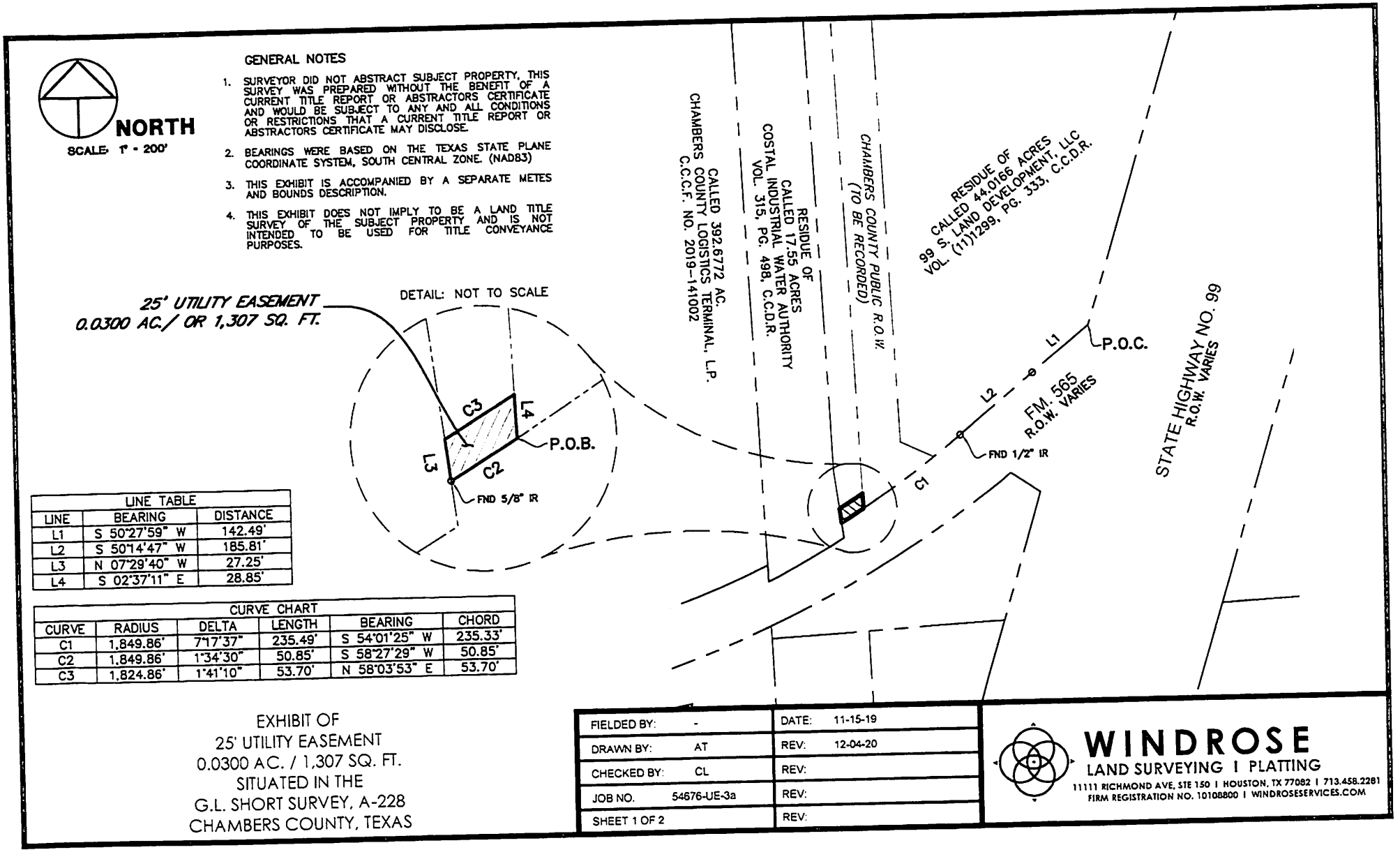
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 4th day of February, 2025.

Notary Public in and for the State of Texas

SAFIN MAKNOJIA
Notary Public, State of Texas
Comm. Expires 10-24-2028
Notary ID 135142940

# EXHIBIT "A"




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 50°27'59" W | 142.49' |
| L2 | S 50°14'47" W | 185.81' |
| L3 | N 07°29'40" W | 27.25' |
| L4 | S 02°37'11" E | 28.85' |

| CURVE CHART | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD |
| C1 | 1,849.86' | 7°17'37" | 235.49' | S 54°01'25" W | 235.33' |
| C2 | 1,849.86' | 1°34'30" | 50.85' | S 58°27'29" W | 50.85' |
| C3 | 1,824.86' | 1°41'10" | 53.70' | N 58°03'53" E | 53.70' |

EXHIBIT OF
25' UTILITY EASEMENT
0.0300 AC. / 1,307 SQ. FT.
SITUATED IN THE
G.L. SHORT SURVEY, A-228
CHAMBERS COUNTY, TEXAS

| | | | |
|---|---|---|---|
| FIELDED BY: | - | DATE: | 11-15-19 |
| DRAWN BY: | AT | REV: | 12-04-20 |
| CHECKED BY: | CL | REV: | |
| JOB NO. | 54676-UE-3a | REV: | |
| SHEET 1 OF 2 | | REV: | |

WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

WINDROSE
LAND SURVEYING | PLATTING

# DESCRIPTION OF
# 0.0300 ACRES OR 1,307 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.0300 ACRES OR 1,307 SQUARE FEET OF LAND SITUATED IN THE G.L. SHORT SURVEY, ABSTRACT NO. 228, CHAMBERS COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF A CALLED 44.0166 ACRE TRACT OF LAND CONVEYED TO 99 S. LAND DEVELOPMENT , LLC, RECORDED IN VOLUME (VOL.) (11) 1299, PAGE (PG.) 333, CHAMBERS COUNTY DEED RECORDS (.C.C.D.R.), WITH SAID 0.0300 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**COMMENCING** AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY NO. 99 (R.O.W. VARIES) AND THE NORTHERLY R.O.W. LINE OF FM. 565 (R.O.W. VARIES);

**THENCE**, SOUTH 50 DEG. 27 MIN. 59 SEC. WEST, ALONG THE NORTHWESTERLY R.O.W. LINE OF SAID FM. 565, A DISTANCE OF 142.49 FEET TO AN ANGLE POINT;

**THENCE**, SOUTH 50 DEG. 14 MIN. 47 SEC. WEST, CONTINUING ALONG THE NORTHWESTERLY R.O.W. LINE OF SAID FM. 565, A DISTANCE OF 185.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

**THENCE**, CONTINUING ALONG THE NORTHWESTERLY R.O.W. LINE OF SAID FM. 565 AND ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,849.86 FEET, A CENTRAL ANGLE OF 07 DEG. 17 MIN. 37 SEC., AN ARC LENGTH OF 235.49 FEET , AND A CHORD BEARING AND DISTANCE OF SOUTH 54 DEG. 01 MIN. 25 SEC. WEST – 235.33 FEET TO THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, CONTINUING ALONG THE NORTHERLY R.O.W. LINE OF SAID F.M. 565 AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,849.86 FEET, A CENTRAL ANGLE OF 01 DEG. 34 MIN. 30 SEC., AN ARC LENGTH OF 50.85 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 58 DEG. 27 MIN. 29 SEC. WEST – 50.85 FEET TO A 5/8 INCH IRON ROD FOUND ON THE COMMON LINE OF SAID RESIDUE OF A CALLED 44.0166 ACRE TRACT AND THE RESIDUE OF A CALLED 17.55 ACRE TRACT CONVEYED TO COSTAL INDUSTRIAL WATER AUTHORITY, RECORDED IN VOL. 315, PG. 498, C.C.D.R., FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, NORTH 07 DEG. 29 MIN. 40 SEC. WEST, ALONG SAID COMMON LINE, A DISTANCE OF 27.25 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, OVER AND ACROSS SAID RESIDUE OF A CALLED 44.0166 ACRE TRACT, WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,824.86 FEET, A CENTRAL ANGLE OF 01 DEG. 41 MIN. 10 SEC., AN ARC LENGTH OF 53.70 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 58 DEG. 03 MIN. 53 SEC. EAST – 53.70 FEET TO THE END OF SAID CURVE;

**THENCE**, SOUTH 02 DEG. 37 MIN. 11 SEC. EAST, A DISTANCE OF 28.85 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.0300 ACRES OR 1,307 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 54676-UE-3a, PREPARED BY WINDROSE LAND SERVICES.

STATE OF TEXAS
REGISTERED
ROBERT KNESS
6486
PROFESSIONAL
LAND SURVEYOR

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

11-15-19
DATE:


713.458.2281 | 11111 RICHMOND AVE, STE 150, HOUSTON, TX 77082

NORTH

SCALE: 1" = 200'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 50°27'59" W | 142.49' |
| L2 | S 50°14'47" W | 185.81' |
| L3 | N 64°30'16" W | 28.10' |
| L4 | N 50°14'47" E | 185.83' |
| L5 | N 50°27'59" E | 135.00' |
| L6 | N 16°55'09" E | 201.15' |
| L7 | S 73°06'02" E | 25.00' |
| L8 | S 16°55'09" W | 208.69' |

| CURVE CHART | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD |
| C1 | 1,849.86' | 2°04'29" | 66.98' | S 51°24'51" W | 66.98' |
| C2 | 1,824.86' | 2°28'25" | 78.79' | N 51°36'52" E | 78.78' |

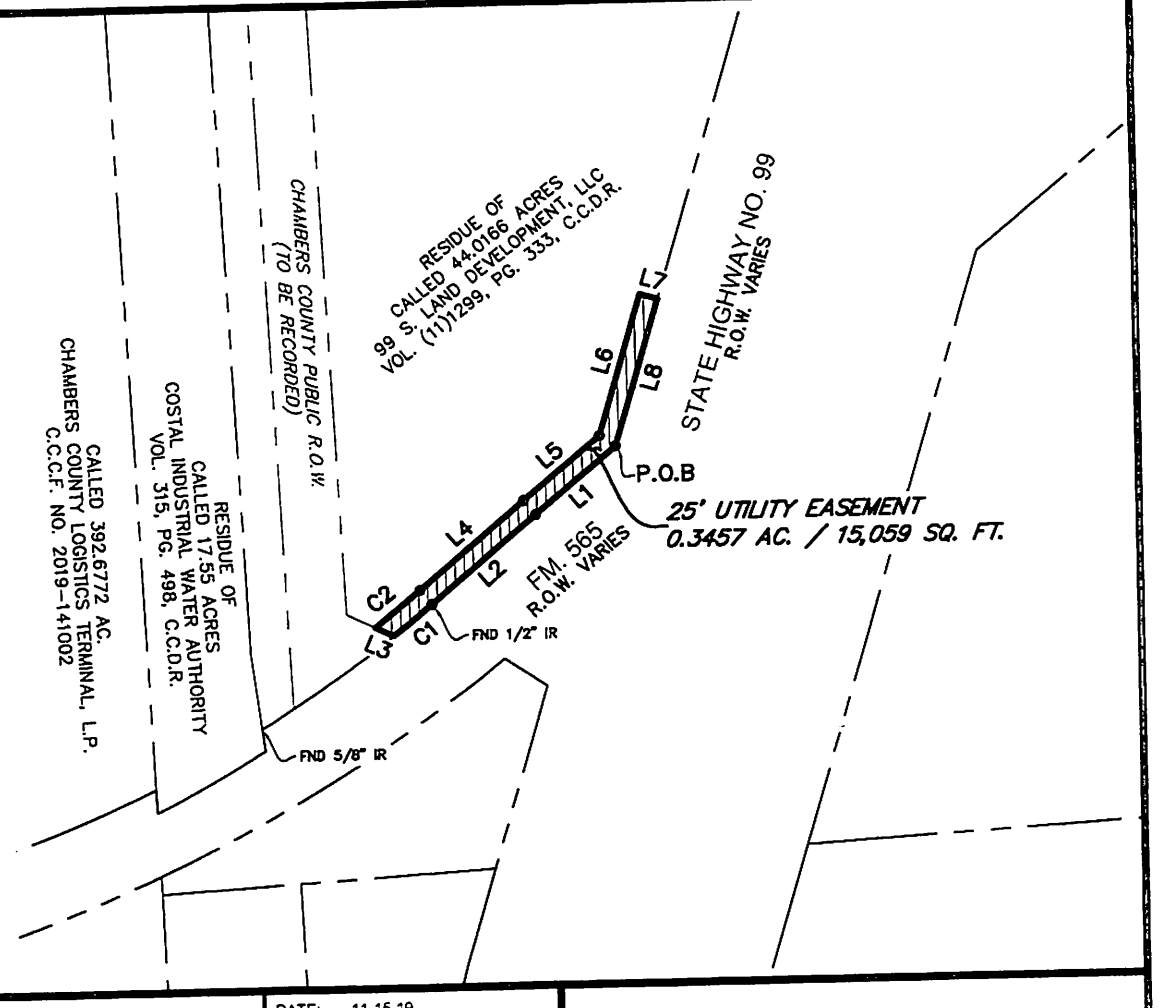



EXHIBIT OF
25' UTILITY EASEMENT
0.3457 AC. / 15,059 SQ. FT.
SITUATED IN THE
G.L. SHORT SURVEY, A-228
CHAMBERS COUNTY, TEXAS

| | | | |
|---|---|---|---|
| FIELDED BY: | - | DATE: | 11-15-19 |
| DRAWN BY: | AT | REV: | 12-04-20 |
| CHECKED BY: | CL | REV: | |
| JOB NO. | 54676-UE-3b | REV: | |
| SHEET 1 OF 2 | | REV: | |


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11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

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LAND SURVEYING | PLATTING

# DESCRIPTION OF
# 0.3457 ACRES OR 15,059 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.3457 ACRES OR 15,059 SQUARE FEET OF LAND SITUATED IN THE G.L. SHORT SURVEY, ABSTRACT NO. 228, CHAMBERS COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF A CALLED 44.0166 ACRE TRACT OF LAND CONVEYED TO 99 S. LAND DEVELOPMENT , LLC, RECORDED IN VOLUME (VOL.) (11) 299, PAGE (PG.) 333, CHAMBERS COUNTY DEED RECORDS (C.C.D.R.), WITH SAID 0.3457 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY NO. 99 (R.O.W. VARIES) AND THE NORTHWESTERLY R.O.W. LINE OF FM. 565 (R.O.W. VARIES), FOR AN ANGLE POINT OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, SOUTH 50 DEG. 27 MIN. 59 SEC. WEST, ALONG THE NORTHWESTERLY R.O.W. LINE OF SAID FM. 565, A DISTANCE OF 142.49 FEET TO AN ANGLE POINT;

**THENCE**, SOUTH 50 DEG. 14 MIN. 47 SEC. WEST, CONTINUING ALONG THE NORTHWESTERLY R.O.W. LINE OF SAID FM. 565, A DISTANCE OF 185.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

**THENCE**, CONTINUING ALONG THE NORTH R.O.W. LINE OF SAID FM. 565 AND ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,849.86 FEET, A CENTRAL ANGLE OF 02 DEG. 04 MIN. 29 SEC., AN ARC LENGTH OF 66.98 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEG. 24 MIN. 51 SEC. WEST – 66.98 FEET TO THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, NORTH 64 DEG. 30 MIN. 16 SEC. WEST, OVER AND ACROSS SAID 44.0166 ACRE TRACT, A DISTANCE OF 28.10 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, OVER AND ACROSS SAID RESIDUE OF A CALLED 44.0166 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,824.86 FEET, A CENTRAL ANGLE OF 02 DEG. 28 MIN. 25 SEC., AN ARC LENGTH OF 78.79 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51 DEG. 36 MIN. 52 SEC. EAST – 78.78 FEET TO THE END OF SAID CURVE;

NORTH 50 DEG. 14 MIN. 47 SEC. EAST, A DISTANCE OF 185.83 FEET TO AN ANGLE POINT;

NORTH 50 DEG. 27 MIN. 59 SEC. EAST, A DISTANCE OF 135.00 FEET TO AN ANGLE POINT;

NORTH 16 DEG. 55 MIN. 09 SEC. EAST, A DISTANCE OF 201.15 FEET TO THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

SOUTH 73 DEG. 06 MIN. 02 SEC. EAST, A DISTANCE OF 25.00 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF SAID STATE HIGHWAY 99, SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 16 DEG. 55 MIN. 09 SEC. WEST, ALONG THE WESTERLY R.O.W. LINE OF SAID STATE HIGHWAY 99, A DISTANCE OF 208.69 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.3457 ACRES OR 15,059 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 54676-UE-3, PREPARED BY WINDROSE LAND SERVICES.

STATE OF TEXAS
REGISTERED
ROBERT KNESS
6486
PROFESSIONAL
LAND SURVEYOR

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

11-15-19
DATE:


713.458.2281 | 11111 RICHMOND AVE, STE 150, HOUSTON, TX 77082

# EXHIBIT "B"

STATE OF TEXAS)
COUNTY OF CHAMBERS)

FIELD NOTES of an 88.2886 acre tract of land situated in the Benjamin Winfree Survey, Abstract 28, Chambers County, Texas and being all of the residue of that certain 93.30329 acres (Tract One) as conveyed by A. D. Smart, et ux, to ADS Smart Land, Ltd. by Deed dated March 10, 2006 and recorded in Volume 858 at Page 69 of the Official Public Records of Chambers County, Texas. Said 93.30329 acres also being out of and a part of that certain 181.26 acre tract (Share No. 1) as described in Volume 260 at Page 609 of the Deed Records of Chambers County, Texas. This 88.2886 acre tract of land is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999897792. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 5/8 inch iron rod, with cap marked "Cotton Surveying", found in the West right-of-way line of State Highway 99 (right-of-way width varies) at the Northeast corner of said 93.30329 acres and the Southeast corner of that certain 129.96 acre tract of land conveyed by Joseph Kilgore Heirs to Grand Parkway/Kilgore Parkway, LP, by Deed dated August 20, 2008 and recorded in Volume 1067 at Page 264 of the Official Public Records of Chambers County, Texas. Said point being in the North line of said Winfree Survey and the South line of the Jacob Townsend Survey, Abstract 25, Chambers County, Texas and being the Northeast corner and POINT OF BEGINNING of this tract. Said BEGINNING POINT has a State Plane Coordinate Value of Y=13,861,546.84 and X=3,278,063.90; from which a 5/8 inch iron rod (found) bears South 42°19'09" West 0.85 feet.

THENCE: South 02°33'26" East along the East line of this tract, the East line of said 93.30329 acres and the West right-of-way line of said State Highway 99, for a distance of 2532.09 feet to a 5/8 inch iron rod found for the BEGINNING POINT of a curve to the right, concave Westerly.

THENCE: Along and around said curve to the right, in a Southerly direction, along the East line of this tract and the West right-of-way line of said State Highway 99, said curve having a radius of 2000.00 feet, a central angle of 02°51'53" and a chord bearing and distance of South 06°39'28" West 713.55 feet, for an arc length of 717.39 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: South 16°55'00" West along the East line of this tract and the West right-of-way line of said State Highway 99 for a distance of 594.82 feet to a 5/8 inch iron rod, with aluminum TXDOT cap, found for the Southeast corner of this tract and an interior corner of said State Highway 99.

THENCE: South 83°57'51" West along the South line of this tract and an exterior right-of-way line of said State Highway 99 for a distance of 77.91 feet to a 5/8 inch iron rod, with aluminum TXDOT cap, found for the Southwest corner of this tract and the intersection of said State Highway 99 right-of-way line with the East right-of-way line of Needlepoint Road (right-of-way width varies, approximately 80 feet wide). Said point being in the West line of said 93.30329 acres.

THENCE: North 28°59'24" West along the West line of this tract, the West line of said 93.30329 acres and the East right-of-way line of said Needlepoint Road for a distance of 1739.66 feet to a 1/2 inch iron rod found for an angle point in said line.

THENCE: North 27°02'42" West along the West line of this tract, the West line of said 93.30329 acres and the East right-of-way line of said Needlepoint Road for a distance of 336.24 feet to a 1/2 inch iron rod found for an angle point in said line.

THENCE: North 02°05'47" West along the West line of this tract, the West line of said 93.30329 acres and the East right-of-way line of said Needlepoint Road for a distance of 1033.61 feet to a 1/2 inch iron rod, with cap (BHA), set for an angle point in said line.

THENCE: North 01°01'08" West along the West line of this tract, the West line of said 93.30329 acres and the East right-of-way line of said Needlepoint Road for a distance of 81.47 feet to a 1' x 1' creosote fence corner post for an angle point in said line.

THENCE: North 08°57'30" East along the West line of this tract, the West line of said 93.30329 acres and the East right-of-way line of said Needlepoint Road for a distance of 89.98 feet to a 1' x 1' creosote fence corner post found for an angle point in said line.

THENCE: North 17°31'56" East along the West line of this tract, the West line of said 93.30329 acres and the East right-of-way line of said Needlepoint Road for a distance of 787.00 feet to a 5/8 inch iron rod, with cap marked "Cotton Surveying", found in the South line of said Townsend Survey and the North line of said Winfree Survey for the Northwest corner of this tract, the Northwest corner of said 93.30329 acres and the Southwest corner of said 129.96 acres and a Southeast corner of that certain 270.727 acre tract conveyed by Joseph Kilgore Heirs to Grand Parkway/Kilgore Parkway, LP, by Deed dated August 20, 2008 and recorded in Volume 1067 at Page 264 of the Official Public Records of Chambers County, Texas; from which a 5/8 inch iron rod, with cap marked "Cotton Surveying", found in a South line of said 270.727 acres at the Northwest corner of that certain 17.55 acres conveyed by Robert Matherne, Trustee - Robinson Tract to Coastal Industrial Water Authority by Deed dated June 1, 1970 and recorded in Volume 315 at Page 498 of the Deed Records of Chambers County, Texas and the Northeast corner of that certain 2.47 acre tract conveyed by Kilgore Heirs to Greg Angel, Trustee, bears South 87°40'42" West 235.81 feet; and a 2 inch iron pipe (bent) found for an interior corner of said 270.727 acres and the Northwest corner of said called 2.47 acres bears South 87°40'42" West 510.56 feet (called 507.97 feet). Said 2 inch iron pipe being the Northwest corner of said Winfree Survey, an interior corner of said Townsend Survey and the Northwest corner of the heretofore mentioned 181.26 acre tract and has a State Plane Coordinate Value of Y=13,861,485.44 and X=3,276,549.42.

THENCE: North 87°40'42" East along the North line of this tract, the North line of said 93.30329 acres, the North line of the Winfree Survey, the South line of said 129.96 acres and the South line of said Townsend Survey for a distance of 1005.33 feet (called 1007.39 feet) to the PLACE OF BEGINNING and containing within these boundaries 88.2886 acres of land.

SURVEYOR'S CERTIFICATE

I, Juliene Ramsey, Registered Professional Land Surveyor No. 4379, do hereby certify that the foregoing field notes were prepared from an actual survey made on the ground, under my supervision, in July of 2011 and that all lines, boundaries and landmarks are accurately described therein. This description is based on the Land Title Survey and plat made by me on July 27, 2011 and revised on October 4 and October 7, 2011.

WITNESS my hand and seal at Baytown, Texas, this the 7th day of October, A. D., 2011.

Juliene Ramsey

Juliene Ramsey
Registered Professional Land Surveyor No. 4379
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STATE OF TEXAS)
COUNTY OF CHAMBERS)

FIELD NOTES of a 44.0166 acre tract of land situated in the Benjamin Winfree Survey, Abstract 28, Chambers County, Texas and being all of the residue of that certain 24.8275 acres (Tract Two-called 24.861 acres) and all of the residue of that certain 28.8542 acres (Tract Three) as conveyed by A. D. Smart, et ux, to ADS Smart Land, Ltd. by Deed dated March 10, 2006 and recorded in Volume 858 at Page 69 of the Official Public Records of Chambers County, Texas. Said tracts also being out of and a part of that certain 181.26 acre tract (Share No. 1) as described in Volume 260 at Page 609 of the Deed Records of Chambers County, Texas. This 44.0166 acre tract of land is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999897792. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap (BHA), set in the North right-of-way line of F. M. Highway 565 (120 feet wide right-of-way), in the East line of that certain 17.55 acres conveyed by Robert Matherne, Trustee - Robinson Tract to Coastal Industrial Water Authority by Deed dated June 1, 1970 and recorded in Volume 315 at Page 498 of the Deed Records of Chambers County, Texas and the West line of said 24.8275 acres. Said point being the Southwest corner and POINT OF BEGINNING of this tract and has a State Plane Coordinate Value of Y=13,855,782.19 and X=3,276,954.46; from which sucker rod (found leaning) at a fence corner bears South 07°48'02" East a distance of 27.63 feet.

THENCE: North 07°29'49" West along the West line of this tract, the West line of said 24.8275 acres and the East line of said 17.55 acres for a distance of 103.26 feet to a fence corner post found for an angle point in said line.

THENCE: North 02°36'07" West along the West line of this tract, the West line of said 24.8275 acres and the East line of said 17.55 acres for a distance of 2659.87 feet to a 1/2 inch iron rod, with cap (BHA), set for the Northwest corner of this tract, the Northwest corner of said 24.8275 acres and the Southwest corner of that certain called 2.841 acres conveyed by Leonel Garcia, et ux, to Adriana Gracia by Deed dated October 24, 2003 and recorded in Volume 656 at Page 382 of the Official Public Records of Chambers County, Texas.

THENCE: North 67°50'37" East along the North line of this tract, the North line of said 24.8275 acres and the South line of said called 2.841 acres for a distance of 424.77 feet to a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of Needlepoint Road (right-of-way width varies - approximately 80 feet wide) for the Northeast corner of this tract, the Northernmost corner of said 28.8542 acres and the Southeast corner of said called 2.841 acres.

THENCE: South 28°59'55" East along the East line of this tract, the East line of said 28.8542 acres and the West right-of-way line of said Needlepoint Road for a distance of 1232.09 feet to a 5/8 inch iron rod, with aluminum TXDOT cap, found at the intersection of the West right-of-way line of said Needlepoint Road with the West right-of-way line of State Highway 99 (right-of-way width varies). Said point has a State Plane Coordinate Value of Y=13,857,624.067 and X=3,277,810.859.

THENCE: South 06°12'16" East along the East line of this tract, the East line of said 28.8542 acres and the West right-of-way line of said State Highway 99 for a distance of 184.37 feet to a 1/2 inch iron rod, with cap (BHA), set for an angle point in said line.

THENCE: South 16°55'00" West along the East line of this tract, the East line of said 28.8542 acres and the West right-of-way line of said State Highway 99 for a distance of 1342.76 feet to an "X" set in concrete at the intersection of said West right-of-way line of State Highway 99 with the North right-of-way line of said F. M. Highway 565 for the Southeast corner of this tract.

THENCE: South 50°20'20" West along the South line of this tract and the North right-of-way line of said F. M. Highway 565 for a distance of 141.69 feet to a 1/2 inch iron rod found for an angle point in said line in the West line of said 28.8542 acres and the East line of said 24.8275 acres.

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THENCE: South 50°14'38" West along the South line of this tract and the North right-of-way line of said F. M. Highway 565 for a distance of 185.81 feet to a 1/2 inch iron rod found for the BEGINNING POINT of a curve to the right, concave Northwesterly.

THENCE: Along and around said curve to the right, in a Southwesterly direction, along the South line of this tract and the North right-of-way line of said F. M. Highway 565, said curve having a radius of 1849.86 feet, a central angle of 03°05'50" and a chord bearing and distance of South 54°48'31" West 286.05 feet, for an arc length of 286.34 feet to the PLACE OF BEGINNING and containing within these boundaries 44.0166 acres of land.

SURVEYOR'S CERTIFICATE

I, Juliene Ramsey, Registered Professional Land Surveyor No. 4379, do hereby certify that the foregoing field notes were prepared from an actual survey made on the ground, under my supervision, in July of 2011 and that all lines, boundaries and landmarks are accurately described therein. This description is based on the Land Title Survey and plat made by me on July 27, 2011 and revised on October 4 and October 7, 2011.

WITNESS my hand and seal at Baytown, Texas, this 7th day of October, A. D., 2011.

Juliene Ramsey

Juliene Ramsey
Registered Professional Land Surveyor No. 4379
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## LEGAL DESCRIPTION

Being 1.500 acres of the Benjamin Winfree Survey, Abstract No. 28, Chambers County, Texas, said 1.50 acres being out of a 29.4474 acre tract described in File number 89 77 504 of the Official Public Records of Chambers County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a concrete monument found for the North corner of the said 29.4474 acre tract and the north corner of the herein described tract;

Thence S 29 deg. 10' 07" E 572.12 feet along the west right-of-way line of Cotton Lake Road also known as Needlepoint Road to a 1/2 inch iron rod set for the southeast corner of the herein described tract.

Thence S 87 deg. 26' 26" W 255.21 feet to the west line of the said 29.4474 acres and the east line of The Coastal Industrial Water Authority Canal and 1/2 inch iron rod set for the southwest corner of the herein described tract.

Thence N 02 deg. 33' 34" W with the west line of the said 29.4474 acre tract and the east line of the said canal tract 512.04 feet to the place of beginning containing in all 65,339 square feet or 1.500 acres, more or less.

Property (including any improvements):

BEING 2.841 ACRES OUT OF A 27.702 ACRE TRACT CONVEYED UNTO LEONEL AND ROSE GARCIA BY DEED RECORDED IN VOLUME 387, PAGE 407 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS, AND ALSO BEING IN THE BENJAMIN WINFREE SURVEY, ABSTRACT NO. 28, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION AT THE NORTH RIGHT OF WAY LINE OF F. M. 565 AND THE WEST RIGHT OF WAY LINE OF COTTON LAKE ROAD ALSO KNOWN AS NEEDLEPOINT ROAD;

THENCE NORTH 29° 03' 07" WEST WITH THE WEST RIGHT OF WAY LINE OF SAID COTTON LAKE ROAD A DISTANCE OF 2,160.93 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF A 29.447 ACRE TRACT CONVEYED UNTO WALTER C. AND MONA K. HILL BY DEED RECORDED IN VOLUME 77, PAGE 502 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS, THE NORTH CORNER OF A CALLED 28.8542 ACRE TRACT CONVEYED UNTO A. D. SMART BY DEED RECORDED IN VOLUME 386, PAGE 583 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 2.841 ACRES FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE CONTINUING NORTH 29° 03' 07" WEST, WITH THE WEST RIGHT OF WAY LINE OF SAID COTTON LAKE ROAD AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 324.57 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, THE NORTHEAST CORNER OF THE SAID 27.702 ACRES AND A ½ INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 87° 26' 26" WEST, ALONG THE NORTH LINE OF THE SAID 27.702 ACRE TRACT, A DISTANCE OF 255.21 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND A ½ INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 02° 33' 34" EAST, ALONG THE WEST LINE OF THE HEREIN DESCRIBED TRACT AND THE EAST LINE OF A TRACT OF LAND CONVEYED TO THE COASTAL INDUSTRIAL WATER AUTHORITY AS RECORDED IN VOLUME 315, PAGE 496 OF THE CHAMBERS COUNTY DEED RECORDS A DISTANCE OF 433.45 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND A ½ INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 67° 46' 26" EAST, A DISTANCE OF 424.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND AND CONTAINING 2.841 ACRES OF LAND, MORE OR LESS.

Reservations from Conveyance: None

Sec. 98-59. - Rates.

(a) *Rate schedules.* The following are the rate schedules for water service per 1,000 gallons:

**Water Service - Rate Schedule**

**Individually Metered Single-Family Residential**

| | | Inside City | Outside City |
|---|---|---|---|
| Base Charge | | $8.34 | $12.52 |
| Customer Charge | | $4.01 | $6.02 |
| Tier 1 | First 2,000 | $3.89 | $5.01 |
| Tier 2 | Next 4,000 | $7.52 | $11.29 |
| Tier 3 | Over 6,000 | $10.38 | $15.57 |

**Water Service - Rate Schedule**

**Multifamily Residential Master Meter Service**

| | | Inside City | Outside City |
|---|---|---|---|
| Base Charge | | $8.34 | $12.52 |
| Customer Charge | | $4.01 | $6.02 |
| Tier 1 | First 2,000 | $3.89 | $5.01 |
| Tier 2 | Over 2,000 | $7.52 | $11.29 |

Unit = Constructed, regardless of whether occupied.

**Water Service - Rate Schedule**

**Nonresidential Service**

| | | Inside City | Outside City |
|---|---|---|---|
| Base Charge | | | |
| | 5/8" | $8.34 | $12.51 |
| | 3/4" | $12.53 | $18.79 |
| | 1" | $20.86 | $31.29 |
| | 1½" | $41.73 | $62.60 |
| | 2" | $66.75 | $100.12 |
| | 3" | $133.49 | $200.23 |
| | 4" | $208.59 | $312.88 |
| | 6" | $417.16 | $625.74 |
| | 8" | $667.45 | $1001.18 |
| | 10" | $959.49 | $1,439.24 |
| Customer Charge | | $4.01 | $6.02 |
| Tier 1 | All Use | $7.52 | $11.29 |

**Water Service - Rate Schedule**

**Metered Irrigation Service**

| | | Inside City | Outside City |
|---|---|---|---|
| Base Charge | | | |

| | | | |
|---|---|---|---|
| | 5/8" | $8.34 | $12.51 |
| | 3/4" | $12.53 | $18.79 |
| | 1" | $20.86 | $31.29 |
| | 1½" | $41.73 | $62.60 |
| | 2" | $66.75 | $100.12 |
| | 3" | $133.49 | $200.23 |
| | 4" | $208.59 | $312.88 |
| | 6" | $417.16 | $625.74 |
| | 8" | $667.45 | $1001.18 |
| | 10" | $959.49 | $1,439.24 |
| Customer Charge | | $4.01 | $6.02 |
| 5/8" | First 6,000 | $7.52 | $11.29 |
| | Over 6,000 | $10.38 | $15.57 |
| 3/4" | First 9,000 | $7.52 | $11.29 |
| | Over 9,000 | $10.38 | $15.57 |
| 1" | First 15,000 | $7.52 | $11.29 |
| | Over 15,000 | $10.38 | $15.57 |
| 1½" | First 30,000 | $7.52 | $11.29 |
| | Over 30,000 | $10.38 | $15.57 |

| | | | |
|---|---|---|---|
| 2" | First 48,000 | $7.52 | $11.29 |
| | Over 48,000 | $10.38 | $15.57 |
| 3" | First 96,000 | $7.52 | $11.29 |
| | Over 96,000 | $10.38 | $15.57 |
| 4" | First 150,000 | $7.52 | $11.29 |
| | Over 150,000 | $10.38 | $15.57 |
| 6" | First 300,000 | $7.52 | $11.29 |
| | Over 300,000 | $10.38 | $15.57 |
| 8" | First 480,000 | $7.52 | $11.29 |
| | Over 480,000 | $10.38 | $15.57 |
| 10" | First 690,000 | $7.52 | $11.29 |
| | Over 690,000 | $10.38 | $15.57 |

(b) *Residential dwelling units.*

(1) *Individually metered units.* Each residential dwelling unit individually metered and billed for the consumption of water shall be charged for and owe each month a water service charge based upon the amount of water consumed, as determined by the meter reading, applied to the rate schedule in subsection (a) of this section for individually metered single-family residential.

(2) *Jointly metered unit.* The monthly water service charge for multifamily dwelling unit projects, with units not individually metered for water, shall be determined as follows:

a. The total monthly water consumption for the project will be divided by the number of units in the project served by the meter;

b.

The per-unit water consumption will determine the applicable charge for each unit based upon the rate schedule in subsection (a) of this section for multifamily residential master meter service; and

c. The applicable water service charge for each unit will be multiplied by the number of units in the project served by the meter to determine the monthly water service charge for the entire project.

(c) *Manufactured home parks.* The monthly water service charge for manufactured home parks shall be determined as follows:

(1) The total water consumption for the project will be divided by the actual number of rental spaces served to determine the per unit water consumption;

(2) The per unit water consumption will determine the applicable water service charge for each space based upon the rate schedule in subsection (a) of this section for multifamily residential master meter service; and

(3) The applicable charge for each space will be multiplied by the number of spaces in the project served by the meter to determine the monthly water service charge for the project.

(d) *Commercial units.*

(1) *Individually metered units.* Each commercial unit individually metered for the consumption of water shall be charged a monthly water service charge based the meter size and upon the amount of water consumed, as determined by the meter reading, applied to the rate schedule in subsection (a) of this section for nonresidential service.

(2) *Jointly metered units.* The monthly water service charge for multiunit commercial projects, with units not individually metered for water, shall be based on the meter size, and the amount of water consumed, as determined by the meter reading, applied to the rate schedule in subsection (a) of this section for nonresidential service.

(e) *Combinations of residential dwelling units and commercial units.* The applicable monthly water service charge for a complex containing a combination of dwelling units and commercial units, with units not individually metered for water, shall be shall be based on the meter size, and the amount of water consumed, as determined by the meter reading, applied to the rate schedule in subsection (a) of this section for nonresidential service.

(f) *Service for property outside the city.* A person outside the city limits and authorized by the director of utilities to receive water service shall pay in accordance with subsection (a) of this section for the applicable service or any other amount as may be established and approved in writing by the city council pursuant to a water supply agreement.

(g) *Volume users.* A user of water that:

(1) Either:

a.

Is located within the corporate limits who qualifies for tax abatement under the city's tax abatement policy; or

b. Is located within an established industrial district and has in effect an industrial district agreement with the city; and

(2) Uses a minimum of 400,000 gallons of water per day, shall be billed a customer charge, a base charge based on meter size, and the amount of water consumed, as determined by the meter reading, applied to the rate schedule in subsection (a) of this section for high-volume user service. The minimum usage shall be determined by dividing the total consumption during the billing period by the number of days in the billing period to determine the daily usage. Any user or customer who does not pay the amount due by the due date indicated on his statement shall be charged a late charge, as provided in section 98-61.

(h) *Recreational vehicle parks.* The monthly water service charge for recreational vehicle parks shall be determined in accordance with subsection (d)(1) of this section as if it were a commercial unit individually metered.

(Code 1967, § 31-56; Ord. No. 943, § 3, 11-7-68; Ord. No. 1015, § 1, 2-12-70; Ord. No. 1351, §§ 1, 2, 1-25-73; Ord. No. 2328, § 1, 10-13-77; Ord. No. 2426, § 1, 3-9-78; Ord. No. 2738, § 1, 9-27-79; Ord. No. 3054, § 1, 1-8-81; Ord. No. 3120, § 1, 4-9-81; Ord. No. 4548, § 1, 9-25-86; Ord. No. 5101, § 1, 9-22-88; Ord. No. 5645, § 1, 9-27-90; Ord. No. 6006, § 1, 9-26-91; Ord. No. 6349, § 1, 9-24-92; Ord. No. 6427, § 1, 11-12-92; Ord. No. 6777, § 1, 9-23-93; Ord. No. 6836, § 1, 10-10-93; Ord. No. 7097, § 1, 9-22-94; Ord. No. 7392, § 1, 9-14-95; Ord. No. 7622, § 1, 2-8-96; Ord. No. 8061, § 1, 9-11-97; Ord. No. 8151, § 9, 12-16-97; Ord. No. 8677, §§ 1, 2, 9-9-99; Ord. No. 9225, §§ 1, 2, 9-13-01; Ord. No. 9379, §§ 1, 2, 7-11-02; Ord. No. 9416, §§ 1, 2, 9-12-02; Ord. No. 9629, §§ 1, 2, 9-25-03; Ord. No. 9854, § 2, 8-26-04; Ord. No. 9869, §§ 1—3, 9-9-04; Ord. No. 10,158, §§ 1, 2, 9-27-05; Ord. No. 10,403, §§ 1, 2, 9-14-06; Ord. No. 10,704, §§ 1, 2, 9-13-07; Ord. No. 10,962, §§ 1, 2, 9-22-08; Ord. No. 11,308, § 4, 2-25-10; Ord. No. 11,494, § 1, 11-11-10; Ord. No. 11,717, § 1, 9-8-11; Ord. No. 12,331, § 1, 9-12-13; Ord. No. 12,624, § 1, 8-28-14; Ord. No. 14,827, § 1, 9-9-21; Ord. No. 15,272, § 1, 11-22-22; Ord. No. 15,538, § 1, 9-14-23; Ord. No. 15,912, § 1, 9-26-24; Ord. No. 16,251, § 1, 9-25-25; Ord. No. 16,277, § 1, 10-23-25)

**Editor's note—** Ord. No. 16,277, adopted Oct. 23, 2025, shall take effect for all billings occurring on or after the first full billing cycle after October 1, 2025.

# EXHIBIT "D"

## Amendatory Contract between the City of Houston and the San Jacinto River Authority

JUNE 23 '76

AMENDATORY CONTRACT BETWEEN
SAN JACINTO RIVER AUTHORITY
AND

THE CITY OF HOUSTON, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS CONTRACT executed as of the 23rd day of June, 1976, by and between the SAN JACINTO RIVER AUTHORITY, ("SJRA") a conservation and reclamation district and political subdivision of the State of Texas, and the CITY OF HOUSTON, TEXAS, ("the City") a municipal corporation:

1.

The provisions of Section VII of the contract between the parties dated March 27, 1944, shall have no application to sales of Trinity River raw water by the City to the Baytown Area Water Authority ("BAWA"), a municipal corporation created by Ch. 600, p. 641, Sixty-Third legislature, Regular Session, 1973, for the limited purpose of treating and selling the same as potable treated water to the City of Baytown and other local governmental entities for distribution through the municipal water systems of such local governmental entities, such water to be used for municipal purposes, as defined by Rule 129.01.15001-.041, promulgated by the Texas Water Rights Commission on December 1, 1975, and for no other purposes, and only within the boundaries of BAWA as such boundaries exist on the date of this contract; PROVIDED, that no such water shall be sold, distributed or used other than for residential household and other strictly domestic purposes within the area bounded by Interstate Highway No. 10 on the north, Sjolander Road on the west, Archer Road on the south, and Cedar Bayou on the east, without written consent of SJRA.

2.

The City shall insure that all instruments relating to the sale of water to BAWA include appropriate covenants on

**EXHIBIT C**

the part of BAWA to observe the limitations and restrictions imposed on the City by the contract dated March 27, 1944, as modified by this contract, and to include covenants in all sales and contracts for the sale of water by BAWA insuring compliance with such restrictions and limitations. The wording of the covenants giving effect to such restrictions and limitations shall be submitted to the General Manager of the SJRA for approval as to conformity to this paragraph prior to any sale by the City subject to this contract. The City shall be responsible for the enforcement of such covenants, but they shall also be enforceable by SJRA directly.

3.

In the event any water delivered by the City to BAWA under this contract is used in violation of such restrictions or limitations, SJRA shall be entitled to recover from the City as liquidated damages an amount equal to seventy-five percent (75%) of the consideration or revenue received by the City for the estimated amount distributed, sold or used in violation of such restrictions or limitations, plus all litigation expenses and reasonable attorney's fees. The recovery of such liquidated damages shall be in addition to all other remedies available to SJRA.

4.

In consideration of the foregoing limited waiver by SJRA of the restrictions and limitations imposed by the contract dated March 27, 1944, the City shall pay to the SJRA an amount equal to $50 per day during such period that the City receives payment from BAWA for water sold under this waiver, but such payments to SJRA shall not extend beyond a period of 20 years. Payment shall be made on a quarterly basis on or before the 10th day of the month following each calendar quarter.

5.

The contract shall not be assignable by either party without the written consent of the other; however the obligations imposed hereunder shall be binding on their successors or assigns. The waiver provided herein shall be applicable only to sales by the City to BAWA and shall not be applicable to any sale by the City to any other entity, including any successors or assignee entity to BAWA, without the written consent of SJRA.

6.

Except as amended by this contract and the contracts between the parties dated July 19, 1955, May 9, 1968 and the contract dated September 1, 1971, the provisions of the March 27, 1944, contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be executed on this 22 day of June, 1976 in duplicate originals, each of which shall constitute an original

SAN JACINTO RIVER AUTHORITY

ATTEST:

By _____
Vice-President

By _____
Secretary

CITY OF HOUSTON

ATTEST:

By _____
Mayor

By _____
City Secretary

COUNTERSIGNED:

_____
City Controller

APPROVED AS TO FORM:

_____
City Attorney
City of Houston

CITY COUNCIL MEETING 7. t.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance authorizing the purchase of furniture for the West District Wastewater Treatment Plant Operations Building Project from Educator's Depot, Inc.
**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA
**Prepared by:** Jamie Wimmer, Public Works/Engineering/BAWA
**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance authorizing the purchase of furniture for the West District Wastewater Treatment Plant Operations Building Project from Educator's Depot Inc.

### PREFACE

This proposed ordinance authorizes the purchase of commercial office furniture for the West District Wastewater Treatment Plant Operations Building Project, from Educator's Depot, Inc., in the amount of $83,273.33. This firm is an approved vendor with the Southeast Texas Purchasing Cooperative – Region 5 Education Service Center, via contract #20250902S.

The West District Wastewater Treatment Plant Operations Building Project is a new building. This building will house the wastewater plant and lift station staff. The recommended purchase includes office furniture, task chairs, break room table and chairs, conference room table and chairs, and the control room console and chairs, for a total of $83,273.33.

Educator's Depot, Inc., is an approved vendor through the Southeast Texas Purchasing Cooperative – Region 5 Education Service Center, and the city of Baytown is a member of the same, and can access contracts with the supplying companies. The cooperative agreement has already been competitively bid, through which the city is receiving the deepest discounts on the list prices of the said manufacturers.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:** 45123170-56938
**Source of Funds (Operating/Capital/Bonds):** Bonds
**Funds Budgeted Y/N:** Y
**Amount Needed:** $83,273.33
**Fiscal Impact (Additional Information):**
Project Ledger: WWTP2304-2024COWAST-FUR&FIXTUR-C.O./BONDS
(Budget transfer will be required after council approval).

## Attachments

Ordinance Authorizing Purchase of Furniture for West District WTP Operations Building
Quote - Educator's Depot Inc., - West Dist. Wastewater Treatment Plant Operations Buidling
Southeast Texas Purchasing Co-Op Region 5 Contract #2025090S & Award Letter - Educator's Depot, Inc.
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF FURNITURE FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT OPERATIONS BUILDING PROJECT FROM EDUCATOR'S DEPOT INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOUTHEAST TEXAS PURCHASING COOPERATIVE REGION 5 EDUCATION SERVICE CENTER, CONTRACT #20250902S, AND AUTHORIZING PAYMENT IN AN AMOUNT OF EIGHTY-THREE THOUSAND TWO HUNDRED SEVENTY-THREE AND 33/100 DOLLARS ($83,273.33); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, the City Council of the City of Baytown is a member of the Southeast Texas Purchasing Cooperative, which authorizes such system to take bids for certain items and for the City of Baytown to make purchases based upon the bids received; and

WHEREAS, the Southeast Texas Purchasing Cooperative is such a program, allowing for the purchase of products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making purchases under a state contract through such cooperative purchasing program, satisfies the state law requiring competitive bids for the purchase of the item or service; 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 furniture for the West District Wastewater Treatment Plant Operations Building Project from Educator's Depot, through a cooperative purchasing agreement with Southeast Texas Purchasing Cooperative Region 5 Education Service Center, contract #20250902S, and authorizes payment in an amount of EIGHTY-THREE THOUSAND TWO HUNDRED SEVENTY-THREE AND 33/100 DOLLARS ($83,273.33).

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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-08-27\Ord-Purchase of Furniture for the West District Waste Water Treatment Plant Operations Building Project via Southeast Texas Purchasing Cooperative.kh.docx

# Proposal

**for**

# BAYTOWN W. WTP - R.ERRISURIZ - SOUTHEAST TEXAS PURCHASING COOP - REGION 5 ESC CONTRACT #20250902S

***City of Baytown***
***2123 MARKET ST.***
***BAYTOWN, TX***
***77520***

***Contact: RAFAEL ERRISURIZ***
***281-420-5882***

**Prepared By:**

EDUCATOR'S DEPOT
FURNITURE | EQUIPMENT | SERVICE

## Educator's Depot Inc.

**Daniel Clarke**

**Proposal**

EDUCATOR'S DEPOT
FURNITURE | EQUIPMENT | SERVICE

Project ID: **EDI016848**
Project Name: **BAYTOWN W. WTP - R.ERRISURIZ - SOUTHEAST TEXAS PURCHASING COOP - REGION 5 ESC CONTRACT #20250902S**
Date: **08-19-2026**
Rev. Level: **V.3**
Prepared By: **Daniel Clarke**

**Educator's Depot Inc.**
**17424 W. Grand Pkwy. S. Suite 206**
**Sugar Land, TX**
**77479**
**Ph:1-866-736-2012**
**Fax:**
**www.educatorsdepot.com**

Prepared For: **2123 MARKET ST.**
**BAYTOWN, TX**
**77520**
**Bus: (281)422-8281**
**Cell: (281)422-8281**

PO#

**Room #: LaTIA OFFICE** **7**

*SOUTHEAST TEXAS PURCHASING COOPERATIVE REGION 5 EDUCATION SERVICE CENTER CONTRACT #20250902S||----------|||PRICING INCLUDES DELIVERY AND INSTALLATION TO YOUR REQUESTED LOCATION. PLEASE NOTE THAT IMAGES ARE FOR REFERENCE ONLY AND MAY NOT REPRESENT THE FINAL PRODUCT.*

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 4 |  | EDI043094 | 000932 | MID BACK GUEST CHAIR WITH UPHOLSTERED SEAT AND BACK - FABRIC: GRAY LINEN - BLACK SLED BASE FRAME | $358.90 | $1,435.60 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 2. | 1 |  | EDI043098 | 000932 | MULTI-PURPOSE TABLE CROSS BASE - 29"H - PAINT: SILVER | $199.77 | $199.77 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 3. | 1 |  | EDI043229 | 000101 | HIGH BACK EXECUTIVE CHAIR FIXED POLISHED ARMS, POLISHED ALUMINUM FRAME, ALL SURFACE CASTERS, CASDIY 2.0 EBONY ANTIMICROBIAL VINYL FABRIC | $1,065.21 | $1,065.21 |
| | *ALTERNATE - THE CHAIR THAT WAS SPECIFIED HAS BEEN DISCONTINUED*<br>*CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 4. | 1 |  | EDI043446 | 000932 | U SHAPED TYPICAL IN COASTAL GRAY - INCLUDES A 71" CREDENZA SHELL - LATERAL FILE AND CABINET COMBO - OPEN STORAGE HUTCH - OPTIONAL HUTCH DOORS - BRIDGE 47"W - 71" DESK SHELL - AND FABRIC TACK BOARD | $1,727.21 | $1,727.21 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 5. | 1 |  | EDI043690 | 000932 | SQUARE TABLETOP - 42" X 42" - LAMINATE: COASTAL GRAY | $211.77 | $211.77 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 6. | 1 |  | EDI043157 | 000932 | STORAGE CABINET WITH TWO ADJUSTABLE SHELVES- LAMINATE: COASTAL GRAY - 35.5" W X 22"D X 36"H | $431.35 | $431.35 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 7. | 1 |  | EDI043158 | 000932 | STACK ON BOOKCASE HUTCH - LAMINATE: COASTAL GREY | $242.34 | $242.34 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |

Room Total: **$5,313.25**

**Room #: BREAKROOM** **3**

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 2 |  | EDI043092 | 000932 | BOARD CONFERENCE TABLE BASE - PAINT COLOR: STAINLESS STEEL | $419.89 | $839.78 |
| | *BASE PLATE FOR ITEM 4* | | | | | | |
| 2. | 8 |  | EDI043596 | 000932 | STACKABLE ARMLESS GUEST CHAIR WITH CHROME FRAME - SHELL COLOR: NAVY | $103.46 | $827.68 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 3. | 1 |  | EDI043691 | 000932 | BOAT SHAPED CONFERENCE TABLETOP - LAMINATE: COASTAL GRAY - 71"W X 36"D | $250.39 | $250.39 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |

Room Total: **$1,917.85**

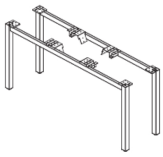
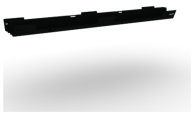
**Room #: CONFERENCE ROOM** **3**

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 8 |  | EDI042807 | 000932 | RECTANGULAR TABLETOP 72"W X 24"D - LAMINATE: COASTAL GRAY | $152.61 | $1,220.88 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 2. | 8 |  | EDI043175 | 000932 | T-BASE NESTING TABLE - STANDARD PAINT COLOR: SILVER | $321.60 | $2,572.80 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 3. | 16 |  | EDI043343 | 000932 | ARMLESS NESTING CHAIR - 23"W X 20.5"D X 35.50"H - STANDARD FABRIC: BLACK | $230.44 | $3,687.04 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |

Room Total: **$7,480.72**

**Room #: LIFT STATION** **17**

**RECOMMENDED ALTERNATE**

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 8 |  | EDI043165 | 000932 | MESH BACK TASK CHAIR WITH BLACK PU LEATHER SEAT - BLACK FRAME - LUMBAR SUPPORT AND ADJUSTABLE ARMS ANTIMICROBIAL | $224.21 | $1,793.68 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 2. | 2 |  | EDI043375 | 000101 | DOUBLE DEPTH LEGS FOR 30"D TABLETOP - SET OF TWO - FOR USE WITH - STANDARD PAINT: TITANIUM | $537.54 | $1,075.08 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 3. | 4 |  | EDI043377 | 000101 | SUPPORT BEAMS - BOX OF 2 - 60"W | $111.24 | $444.96 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 4. | 4 |  | EDI043378 | 000101 | DOUBLE SIDED TROUGH - 60"W | $161.59 | $646.36 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 5. | 2 |  | EDI043379 | 000101 | INFEED COVER - STANDARD GRADE 1 PAINT: TITANUIM | $99.30 | $198.60 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 6. | 2 |  | EDI043380 | 000101 | 4-CIRCUIT POWER INFEED 144"L (REQUIRES INSTALLATION INTO THE GROUND OR CEILING BY A MECHANIC) | $243.95 | $487.90 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 7. | 2 |  | EDI043383 | 000101 | END OF RUN ELECTRICAL KIT | $178.45 | $356.90 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8. | 4 |  | EDI043388 | 000101 | RECEPTABLE CIRCUIT 1 - STANDARD PAINT: TITANIUM | $46.28 | $185.12 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 9. | 4 |  | EDI043390 | 000101 | RECEPTABLE CIRCUIT 2 - STANDARD PAINT: TITANIUM | $46.28 | $185.12 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 10. | 3 |  | EDI043391 | 000101 | RECEPTABLE CIRCUIT 3 - STANDARD PAINT: TITANIUM | $46.28 | $138.84 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 11. | 3 |  | EDI043392 | 000101 | RECEPTABLE CIRCUIT 4 - STANDARD PAINT: TITANIUM | $46.28 | $138.84 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 12. | 4 |  | EDI043396 | 000101 | SHARED SCREEN DIVIDER - 13"H X 72"W - STANDARD GRADE A FABRIC: TBD - STANDARD PAINT: TITANIUM | $568.46 | $2,273.84 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 13. | 8 |  | EDI043397 | 000101 | MOBILE PEDESTAL - BOX/BOX/FILE - 15.75"W X 22.75"D X 28.375"H - LAMINATE: LOFT | $700.44 | $5,603.52 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 14. | 4 |  | EDI043395 | 000101 | FABRIC SCREEN - SIT ON SURFACE - 20"H X 22"W - STANDARD GRADE A FABRIC: TBD - PAINT: TITANIUM | $391.52 | $1,566.08 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |
| 15. | 8 |  | EDI043692 | 000101 | WORKSURFACE TOP WITH EDGEBAND - 60"W X 30"D - LAMINATE: LOFT - EDGE: LOFT | $317.46 | $2,539.68 |
| | *CURRENT LEAD TIME: 5 - 6 WEEKS* | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 16. | 2 |  | EDI044096 | 000101 | DOUBLE DEPTH SHARED U LEG (SINGLES) - PAINT: TITANIUM | $168.11 | $336.22 |

*CURRENT LEAD TIME: 5 - 6 WEEKS*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 17. | 2 |  | EDI022352 | 000101 | ELECTRICAL POWER HARNESS 60W 3-1 & 2-2 SYSTEMS | $165.29 | $330.58 |

*CURRENT LEAD TIME: 5 - 6 WEEKS*

Room Total: **$18,301.32**

**Room #: JOSE OFFICE** **6**

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 1 |  | EDI043151 | 000932 | HEIGHT ADJUSTABLE TYPICAL IN COASTAL GREY - INCLUDES THE FOLLOWING: 3-STAGE CASING KIT, 2 DRAWER LATERAL FILE, STORAGE CABINET, FILE/STORAGE TOP, 54" ACRYLIC SCREEN, 2 TOP MOUNTED BRACKETS FOR PANELS, AN OPEN HUTCH 71"W X 15"D - OPTIONAL SILVER GLASS HUTCH DOORS - 72" MOD SUPPORT - 72" X 30" TOP - AND THE HUTCH SUPPORT | $3,639.03 | $3,639.03 |
| | *CURRENT LEAD TIME: 6 - 7 WEEKS* | | | | | | |
| 2. | 1 |  | EDI035925 | 000932 | BOOKCASE - 4 SHELVES- 32"W X 14"D X 48"H- LAMIMATE: COASTAL GRAY | $231.78 | $231.78 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 3. | 1 |  | EDI043153 | 000932 | 3 DRAWER LATERAL FILE - COASTAL GRAY - 35.5"W X 22"D X 42"H | $1,061.98 | $1,061.98 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 4. | 1 |  | EDI043154 | 000932 | STORAGE WARDROBE - 24"W X 24"D X 65.5"H - LAMINATE: COASTAL GRAY | $729.00 | $729.00 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 5. | 1 |  | EDI043165 | 000932 | MESH BACK TASK CHAIR WITH BLACK PU LEATHER SEAT - BLACK FRAME - LUMBAR SUPPORT AND ADJUSTABLE ARMS ANTIMICROBIAL | $224.21 | $224.21 |
| | *ALTERNATE THE SPECIFIED CHAIR HAS BEEN DISCONTINUED.* | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6. | 2 |  | EDI043094 | 000932 | MID BACK GUEST CHAIR WITH UPHOLSTERED SEAT AND BACK - FABRIC: GRAY LINEN - BLACK SLED BASE FRAME | $358.90 | $717.80 |

*CURRENT LEAD TIME: 7 - 21 DAYS*

Room Total: **$6,603.80**

**Room #: SPENCER OFFICE** **9**

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 1 |  | EDI043156 | 000932 | LATERAL FILE COMBO CABINET - LAMINATE: COASTAL GRAY - | $497.40 | $497.40 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 2. | 1 |  | EDI043157 | 000932 | STORAGE CABINET WITH TWO ADJUSTABLE SHELVES- LAMINATE: COASTAL GRAY - 35.5" W X 22"D X 36"H | $431.35 | $431.35 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 3. | 1 |  | EDI043158 | 000932 | STACK ON BOOKCASE HUTCH - LAMINATE: COASTAL GREY | $242.34 | $242.34 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 4. | 1 |  | EDI042770 | 000932 | CREDENZA SHELL 71"W X 24"D COASTAL GRAY LAMINATE | $262.89 | $262.89 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 5. | 1 |  | EDI043177 | 000932 | 72"W X 24"D RECTANGLE TOP - LAMINATE: COASTAL GRAY | $165.55 | $165.55 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 6. | 2 |  | EDI043094 | 000932 | MID BACK GUEST CHAIR WITH UPHOLSTERED SEAT AND BACK - FABRIC: GRAY LINEN - BLACK SLED BASE FRAME | $358.90 | $717.80 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 7. | 1 |  | EDI043534 | 000932 | HEIGHT ADJUSTABLE BASE - 2 STAGE DUAL MOTOR - ADJUSTABLE FROM 26"-45"H - PAINT: SILVER ( FOR 24" OR 30" TOPS) | $883.48 | $883.48 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8. | 1 |  | EDI039188 | 000932 | REVERSIBLE RETURN - 42"W X 24"D - STANDARD LAMINATE: COASTAL GRAY | $278.03 | $278.03 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |
| 9. | 1 |  | EDI043165 | 000932 | MESH BACK TASK CHAIR WITH BLACK PU LEATHER SEAT - BLACK FRAME - LUMBAR SUPPORT AND ADJUSTABLE ARMS ANTIMICROBIAL | $224.21 | $224.21 |
| | *CURRENT LEAD TIME: 7 - 21 DAYS* | | | | | | |

Room Total: **$3,703.05**

**Room #: CONTROL ROOM** **2**

*PRICING INCLUDES DELIVERY AND INSTALLATION AT THE REQUESTED LOCATION. PRICING DOES NOT INCLUDE THE|CONNECTION, INSTALLATION, CONFIGURATION, OR ATTACHMENT OF ANY ELECTRONIC OR ELECTRICAL EQUIPMENT UNLESS|SUCH WORK IS SPECIFICALLY IDENTIFIED AND INCLUDED IN THIS PROPOSAL.*

| # | Qty | | Prod# | Manufacturer | Name | Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1. | 2 |  | EDI043165 | 000932 | MESH BACK TASK CHAIR WITH BLACK PU LEATHER SEAT - BLACK FRAME - LUMBAR SUPPORT AND ADJUSTABLE ARMS ANTIMICROBIAL | $224.21 | $448.42 |
| 2. | 1 |  | EDI043771 | 001267 | CONSOLE TYPE 1 CUSTOM - 33.5" WIDE MODULE - 49.75" WIDE MODULE - UPGRADE: SOLID SURFACES 'CORIAN' WORK SURFACE, GROUP 1 COLOR - 90 DEGREE CORNER KIT - PREMIUM CONSOLE END PANEL WITH ACCENT - MONITOR ARM (WEIGHT RANGE 10-22 LBS) - FLEX-RAIL REAR MOUNTING BEAM - CABLE GROMMET - 19" RACK MOUNT KIT 4 POINT, 10 RU - VENTILATION GRILL - MOBILE STORAGE PEDESTAL METAL - UNDERSURFACE 15A, 125V, 7 POWER OUTLET POWER BAR WITH ATTACHMENT BRACKET, 12' CORD, PLASTIC CASE, ON/OFF SWITCH WITH CIRCUIT BREAKER - POWER/DATA CENTER, MHOB ALUMINUM UNIT 2, 15A , 125V OUTLETS, 1 DUAL USB A+C CHARGING PORT, 1 RJ45 CAT6 NETWORK JACK - VENTILATION FAN WITH AUTO THERMAL CONTROL, 30 CFM, 19 DBA | $39,504.92 | $39,504.92 |

Room Total: **$39,953.34**

## Project Summary

| Page# | Room # | Description | Qty | Ext. Price |
|---|---|---|---|---|
| 2 | LaTIA OFFICE | | 7 | 5,313.25 |
| 4 | BREAKROOM | | 3 | 1,917.85 |
| 5 | CONFERENCE ROOM | | 3 | 7,480.72 |
| 6 | LIFT STATION RECOMMENDED ALTERNATE | | 17 | 18,301.32 |
| 9 | JOSE OFFICE | | 6 | 6,603.80 |
| 11 | SPENCER OFFICE | | 9 | 3,703.05 |
| 13 | CONTROL ROOM | | 2 | 39,953.34 |

| | |
|---|---|
| Product Total: | **$83,273.33** |
| Freight | |
| Installation | |
| *Project Total: | **$83,273.33** |

Signed Approval: _____
(Your signature acknowledges that you agree to the terms and conditions.)

Terms & Conditions:
* PROPOSAL VALID FOR 30 DAYS
* THIS PROPOSAL AFFORDS SPECIAL ONE-TIME PRICING FOR THE PRODUCTS AND QUANTITIES LISTED

* THIS FORM MUST ACCOMPANY YOUR ORDER TO GUARANTEE THE PROPOSED PRICING.
* IF ANY QUANTITIES ARE CHANGED, PRICES WILL BE SUBJECT TO RENEGOTIATION
* WE ACKNOWLEDGE THAT IN THE ORDINARY COURSE OF BUSINESS UNFORESEEN EVENTS MAY OCCASIONALLY ARISE AS A RESULT OF WHICH CHANGES MAY BE NEEDED BUT UNLESS NEGOTIATED WITH ADVANCE NOTICE, AND IF YOU ARE UNABLE TO THE MEET COMMUNICATED APPOINTMENT DATES, EDI RESERVES THE RIGHT TO APPLY ADDITIONAL INSTALLATION CHARGES AND/OR STORAGE FEES. WE WILL TRY OUR VERY BEST TO ACCOMMODATE CHANGES TO THE AGREED-UPON DELIVERY OR INSTALLATION DATES WHEN GIVEN TO US IN WRITING/CHANGE ORDER AND WELL IN ADVANCE OF OUR ARRIVAL APPOINTMENT. HOWEVER, FAILURE TO ADEQUATELY NOTIFY US OF ANY DELAY THAT WILL PREVENT US FROM FULFILLING THIS AGREEMENT MAY RESULT IN ADDITIONAL INSTALLATION/STORAGE SURCHARGES.

*PURCHASE ORDERS RECEIVED BY EDI MAY NOT BE CANCELLED OR CHANGED WITHOUT THE WRITTEN CONSENT OF EDI.
*UNLESS OTHERWISE NEGOTIATED, ALL CHANGES MUST BE ACCOMPANIED BY A CHANGE ORDER.
*CHANGES AND/OR CANCELLATIONS OF ANY KIND MAY INCUR ADDITIONAL RESTOCKING,
PRODUCTION RELATED OR SHIPPING FEES.
*CUSTOM PRODUCTS MAY NOT BE CANCELLED, REFUSED OR RETURNED WITHOUT

THE MFG. CONSENT.
*NO RETAINAGE PERMITTED*
**********
PLEASE REFERENCE THE PROJECT ID # OR INCLUDE THIS QUOTATION WITH YOUR PO
**********

Thank you very much for the opportunity to provide you with this proposal. We know that you have many choices when doing business, so it means a great deal to us that you have bestowed upon us your confidence and loyalty. Please let us know if you have any questions or if we can be of any further service to you.

Your loyalty and business are truly and sincerely appreciated at Educator's Depot!

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**Region 5**
**Education Service Center**

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net

**SOUTHEAST TEXAS PURCHASING COOPERATIVE**

CONGRATULATIONS!
Your organization is an awarded vendor with Southeast Texas Purchasing Cooperative. We look forward to partnering with you in providing exemplary purchasing support to our school districts.

## Award Letter
2025-2026

## January 15, 2026

We are pleased to inform you that your organization's RFP submission for ***Furniture: Office, Library & Instructional Supplemental #20250902S*** to the SETX Purchasing Cooperative has been accepted. Your award will be effective beginning January 15, 2026 thru November 30, 2026.

After January 15, 2026, those interested in a **BID RECAP** can go to the Southeast Texas Cooperative Purchasing Organization webpage at https://esc5.gabbarthost.com/276676_2. Click on ***Vendor Database.*** Then click on ***Office, Library & Instructional Furniture.*** An excel spreadsheet will load on your screen with the list of awarded vendors in this category.

PLEASE NOTE: It is your responsibility to notify the SETX Purchasing Co-op of any changes to your, address, email, or other relevant information that may occur during the bid contract year. Please be aware that members and contact information can change. The attached database is correct as of the date of this award letter only

Congratulations and thank you for your interest in ESC 5 SETX Purchasing Cooperative.

Sincerely,

Stacey Hughes

Stacey Hughes
Purchasing Coordinator

REGION 5
Education Service Center

# Southeast Texas Purchasing Cooperative

Coordinated by

350 Pine Street, Suite 500
Beaumont, Texas 77701
(409) 951-1700 • Fax: (409) 951-1800
www.esc5.net

***Educational Professionals Serving Educational Professionals***

## Request for Proposals ("RFP") No. 20250902S

For Furniture: Office, Library, and Instructional Supplemental

to be available for use and/or used by Members of the Southeast Texas Purchasing Cooperative ("SETXPC" and/or the "Co-Op") for the prospective contract term from January 15, 2026 to November 30, 2026.

**Electronic/Online Submission Deadline:**
1:00 PM ON TUESDAY, JANUARY 6, 2026
via the Region 5 Education Service Center ("ESC") Procurement Portal:
https://esc5.bonfirehub.com/portal/?tab=openOpportunities

**Issued by:**
Stacey Hughes
Region 5 Education Service Center
Phone: 409-951-1766
Web address: https://www.esc5.net/276676_2
Email: shughes@esc5.net

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The sections below represent the required components of this RFP package. Respondents are asked to review the full RFP package to be sure that their submission includes all necessary and applicable sections. Should a Respondent believe any portion of the RFP package is missing from their submission, they must notify Taressa Pulido, Business Specialist, immediately by email at tpulido@esc5.net

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## Section 1.0 – Information about the Southeast Texas Purchasing Cooperative

### 1.1 Background

The Southeast Texas Purchasing Cooperative ("SETXPC" and/or "Co-Op") was founded for the purpose of procuring goods and/or services on behalf of its Members. SETXPC Members include over one hundred (100) Texas school districts and charter school and other public, not-for-profit agencies and organizations.

### 1.2 Overview of the Co-Op's Procurement Process

The Region 5 ESC coordinates the Co-Op's competitive procurement process to solicit and award contracts in compliance with applicable procurement requirements outlined in federal and Texas laws, rules, and regulations, including but not limited to Chapter 44 of the Texas Education Code, Texas Local Government Code Chapter 252, and the U.S. Education Department General Administrative Regulations ("EDGAR"). The Co-op issues Request for Proposals ("RFPs") for multiple categories of goods and/or services on an annual, or more frequent, basis. Specific information about Co-op, the categories, and RFP dates may be found on the SETXPC's website as follows: https://www.esc5.net/o/resc/page/setx-purchasing-co-op.

SETXPC's request an invitation for proposals and specification documents are posted as required by law and on the Region 5 ESC website using the Euna Procurement Portal accessible at the following link: https://esc5.bonfirehub.com/portal/?tab=openOpportunities. Vendors must use the Euna Procurement Portal to submit their proposals electronically by the designated deadline. The clock on the Euna Procurement Portal will be used to determine compliance with deadlines. Proposals received after the deadline will not be opened. Following the deadline, the SETXPC Steering Committee will open, review, tabulate, and analyze the received proposals based on the criteria outlined in the RFP, including the use of a scoring matrix to rank the criteria. The Steering Committee will use this information to identify proposals providing Co-op Members the best value and will make awards and/or reject proposals accordingly.

To ensure that proposals provide the best value to SETXPC Members, each RFP will request Prospective Vendors to guarantee that the price lists included in their proposal provide all Co-Op Members a percentage discount off the Prospective Vendor's standard catalog or shelf price for the same product for the term of the awarded contract.

### 1.3 Availability of Awarded Vendor Information

The SETXPC maintains a webpage on the Region 5 ESC website accessible at the link provided above. When RFPs are released and open for submissions all Prospective Vendors can view or download the RFP packet from the Euna Procurement Portal (*link provided above*). Please note that Prospective Vendors must first set up an account with Euna before accessing and downloading the RFP packet as explained under the ***Current Bids*** section of the SETXPC's webpage. To access a list of all categories of goods and services and when awards will be issued, Prospective Vendors may click on the link ***SETXPC Bid Categories*** on the SETXPC'S webpage. An alphabetical list of Vendors who have been awarded contracts is also posted on the SETXPC's webpage and includes information identifying the RFP under which the Vendor was awarded, *see the* ***Current Awarded Vendors*** section.

**1.4 Member Selection and Use of Awarded Vendors**

Members select vendors for purchases by accessing the SETXPC's webpage, identifying the category of the goods/services to procure, and viewing the information for awarded Vendors, including discounts and shipping information. The Member then identifies the Vendor that will provide the Member best value. Members may also view the Steering Committee's scoring matrix for each awarded Vendor. After selecting the Vendor that provides the best value, Members will contact the Vendor directly to make a purchase pursuant to the terms of the SETXPC's awarded contract. Members do not have to place orders through Region 5 ESC, or SETXPC, to access the Vendor's discounted rates listed in the awarded contract.

**1.5 SETXPC Members**

SETXPC Members existing at the time of a contract award, and/or Members that join during the procurement process or after a contract has been awarded, may access any and all discounts listed in an awarded contract, so long as the Member remains a Current Member as of the date of the purchase made pursuant to an awarded contract.

An accurate and up-to-date listing of Members may be found on the SETXPC's webpage at the following web address: https://www.canva.com/design/DAGAK5Kri_o/ajyzSqYJ6BsCSb1jBWvz6w/view?embed#3. The SETXPC reserves the right to add and/or remove Members during the procurement process and/or after a contract has been awarded.

## Section 2.0 – Notice of Intention RFP # 20250902S

**2.1 Notice to Prospective Vendors**

The Southeast Texas Purchasing Cooperative ("SETX Co-Op") is requesting competitive proposals and conducting this procurement on behalf of its Members for the purpose of establishing a contract under which Members may purchase the goods and/or services that are the subject of this RFP.

Prospective Vendors are requested to submit an online proposal response offering their total line of available products and/or services in the requested category that are commonly purchased by SETX Co-Op Members.

The Terms of this prospective supplemental contract is approximately 6 months(s), serving as an interim award until the regularly scheduled 12-month contract cycle begins. To remain an awarded vendor within the SETX Purchasing Cooperative (SETXPC) beyond this interim period, the prospective vendor would be required to submit a new RFP response for the full 12-month term.

The full-term **Furniture: Office, Library, and Instructional** bid for 2026 is scheduled for release on **September 1, 2026**, with the subsequent contract term effective **December 1, 2026**. Any contract resulting from this supplemental procurement opportunity shall be effective from the date of execution, **January 15, 2026**, by the authorized representative of the SETX Purchasing Cooperative.

Product(s) considered for award shall equal or exceed the technical, environmental, and performance standards and specifications as defined within this RFP. No Vendor contract shall be executed by Region 5 ESC until it has been reviewed and approved by the SETX Co-Op Steering Committee, consisting of three (3) Region 5 ESC employees and three (3) representatives from different Members of the SETX Co-Op.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity ("IDIQ"). Purchases will be made by Members on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high-performance Vendors based on the selection criteria set forth herein.

**2.2 Procurement Method**

SETXPC maintains and uses documented procurement procedures, consistent with applicable State, local and tribal laws, rules, and regulations, including 2 C.F.R., Part 200, for the acquisition of goods or services required under a Federal award or subaward as detailed in 2 C.F.R. Section 200.318. SETXPC's documented procurement procedures conform to the procurement standards identified in Sections 200.317 through 200.327 of 2 C.F.R., subpart D—Post Federal Award Requirements.

SETXPC is utilizing the Request for Proposals ("RFP") method of procurement in accordance with Texas Education Code Section 44.031. For additional information regarding the RFP process, contact Stacey Hughes, Purchasing Director, immediately by phone at 409-951-1766 or email at shughes@esc5.net

**2.3 Availability of RFP Documents**

SETXPC documents are made available via the Euna Solutions Procurement Portal for use by any vendor that elects to submit a response. The Region 5 ESC/Euna Solutions Procurement Portal is located online at the following web address: https://esc5.bonfirehub.com/portal/?tab=login.

**2.6 Tentative Timetable**

The SETXPC anticipates following the timetable listed below for this solicitation:

| Item | Activity | Date & Time |
|---|---|---|
| 1 | Solicitation starts to advertise (1st run) | December 23, 2026 |
| 2 | Solicitation advertised (2nd run) | December 30, 2026 |
| 3 | Deadline for submission of responses *(See Section 4.0 – Instructions to Prospective Vendors – for detailed submission requirements)* | January 6, 2026 at 1:00 PM |
| 4 | Anticipated SETXPC Steering Committee Approval | January 14, 2026 |
| 5 | Beginning of Initial Contract Period | January 15, 2026 |

The dates and times included in this anticipated timetable are only estimated dates and times for each respective activity. Accordingly, the above-listed estimated dates and times are not binding on the SETXPC and the actual dates and times for each activity may vary. The date for submission will not be amended without reposting notice, to the extent required by law.

**2.7 Pre-Proposal Conference**

A pre-proposal conference may be requested by a Prospective Vendor. If you wish to request a pre-proposal conference, please contact Taressa Pulido, via email at tpulido@esc5.net by Wednesday, December 31, 2026, 10:00 AM. Receipt of a request does not guarantee a pre-proposal conference. Rather, SETXPC reserves the right to determine whether to hold a pre-proposal conference. If agreed to by the SETXPC Steering Committee, a pre-proposal meeting will be scheduled. An addendum to this RFP will be posted and notice of the date and time for the pre-proposal conference will be provided to all known interested parties via the Euna Procurement Portal. The pre-proposal conference will be open to all Prospective Vendors.

**2.8 Questions and Clarification**

SETXPC will not answer verbal questions or provide verbal clarification related to this pending RFP. Rather, all questions must be submitted in Euna Solutions Procurement Portal. All questions posed, as well as responses to a questions or requests for clarification submitted in the Euna Solutions Procurement Portal will be posted and available for viewing by all Prospective Vendors. SETXPC will make practical efforts to respond to Prospective Vendor questions and requests for clarification within a reasonable amount of time. However, to ensure a response is received prior to the established deadline for the RFP, Prospective Vendors must submit questions and/or requests for clarification at least 10 business days prior to the established deadline. Questions and requests for clarification submitted after this time may not receive a response prior to the established deadline and SETXPC's failure to provide a response to questions or clarifications submitted after this time will not postpone the established deadline or otherwise excuse a late submission.

Prospective Vendors seeking assistance with submission of a question in Euna Solutions Procurement Portal are to contact Taressa Pulido, Business Specialist, immediately by email at tpulido@esc5.net

**2.10 Rights Reserved by SETXPC and Restrictions on RFP Process**

SETXPC reserves the right to cancel this solicitation/RFP in whole or in part, at any time. SETXPC reserves the right to issue a revised or amended Request for Proposals. SETXPC further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple Prospective Vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with the SETXPC. SETXPC may make multiple awards per RFP, which should be taken into consideration by each Prospective Vendor when submitting a proposal.

SETXPC assumes no financial responsibility for any costs incurred by a Prospective Vendor in:

a) Developing and submitting a response or proposal or any amendments or addenda thereto;
b) Participating in bid conferences;
c) Assisting with contract negotiation sessions or discussions; or
d) Facilitating dispute resolution.

SETXPC also assumes no financial responsibility for any other costs incurred by Prospective Vendors prior to award of a contract pursuant to this RFP.

SETXPC reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the Members of the Co-Op. SETXPC also reserves the right to accept, reject, or negotiate modifications in any terms of a Prospective Vendor's response or any parts thereof. SETXPC further reserves the right as sole judge of quality and equality to waive any formalities or technicalities if deemed in the best interest of the Members of the Co-Op.

**2.11 Piggybacking Notice**

This RFP solicitation is intended for the use of Region 5 ESC, SETXPC, and SETXPC Members. Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, governmental entities that enter into an interlocal agreement with the Region V ESC and/or the SETXPC are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract between SETXPC and Vendor. Any such separate, independent contract developed as a result of this procurement solicitation and/or the agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on Region 5 ESC, SETXPC, or an SETXPC Member, or a contract between Region 5 ESC, SETXPC, or a SETXPC Member and the Vendor. It is expressly understood that Region 5 ESC, SETXPC, and/or a SETXPC Member, shall in no way be liable for the obligations of each other or any other governmental entity contracting with Vendor pursuant to this section to piggyback upon and utilize this RFP as their own solicitation for legal procurement. Attendant to the same, the scope requirements of the solicitation may change during the life of the resulting awarded contract and no specific purchase volume is guaranteed by the SETXPC.

## PART 3.0 – INSTRUCTIONS TO PROSPECTIVE VENDORS

This portion of the RFP includes instructions on the format Prospective Vendors must follow in preparing and submitting their online responses.

### 3.1 Compliance with Specifications

Prospective Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms and conditions of the RFP. Any exceptions to the terms and conditions in the RFP must be clearly indicated in the appropriate section of the Prospective Vendor's submitted response. Each Prospective Vendor, by making its response, represents that the Prospective Vendor has read and understands the RFP and its terms and conditions.

### 3.2 Responsive Submittals

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

### 3.3 Required Proposal Response Format & Submission Location

Prospective Vendors must submit proposal responses electronically by the established deadline via the Euna Solutions Procurement Portal: https://esc5.bonfirehub.com/portal/?tab=openOpportunities/. SETXPC does not accept, or open proposals submitted after the deadline identified in the published timetable. The clock on the Euna Solutions Procurement Portal will be used to determine compliance with deadlines. Emailed, mailed, hand-delivered, and/or faxed proposals will not be accepted. Deviations from any terms, conditions, and/or specifications shall be conspicuously noted in writing by the Prospective Vendor and shall be included with the proposal.

Proposal responses should be direct, concise, complete, and unambiguous. Prospective Vendors are responsible for ensuring that SETXPC has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda, or other critical information.

### 3.4 No Return of Responses; Withdrawal of Responses

Once submitted, SETXPC will not return responses to Prospective Vendors. A response that has been submitted to SETXPC may be withdrawn in the Euna Solutions Procurement Portal prior to the deadline for submission of responses. Withdrawal of responses will not be allowed for a period of 180 days following the opening. Copyrighted proposals may be deemed unacceptable and disqualified.

### 3.5 Required Administrative and Other Service Fees

An administrative fee of $200.00 will be charged to each Prospective Vendor submitting a proposal to this SETXPC RFP. This administrative fee may be paid via PayPal or by check. An additional $10.00 service fee will be assessed for payments made via PayPal.

### 3.6 General Corporate and Contact Information

Prospective Vendor agrees to provide SETXPC with the following financial information if requested by SETXPC at any point during the procurement process, including before or after contract award: If publicly traded, the Prospective Vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the Prospective Vendor's audited financial statements for the past two years (if available). A Prospective Vendor's failure to provide this financial information may impact the SETXPC Steering Committee's award of the contract.

**3.7 Addendums**

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Prospective Vendors by the issuance of an addendum. It is the responsibility of the Prospective Vendor, prior to submitting their response, to determine whether an addendum was issued. All Prospective Vendors shall comply with the requirements specified in any addendum issued by SETXPC.

**3.8 Disqualification**

A Prospective Vendor may be disqualified before or after the responses are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

**3.9 Environmental Initiatives**

SETXPC is committed to reducing waste and promoting energy conservation. Toward that end, Prospective Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

**3.10 Interpretation**

This solicitation represents the basis for any award and supersedes all prior solicitations, offers, negotiations, exceptions, and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

# SECTION 4.0 – SCOPE & SPECIFICATIONS

**4.1 Request for Proposals Defined**

As noted above, the intention of this RFP is to solicit responses for Furniture: Office, Library, and Instructional Supplemental and SETXPC is utilizing the Request for Proposals ("RFP") method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals. For information regarding the RFP process, contact Stacey Hughes, Purchasing Coordinator, immediately by phone at 409-951-1766 or email at shughes@esc5.net

**General Scope of Services & Specifications**

SETXPC desires to obtain responses from Prospective Vendors that can provide for Furniture: Office, Library, and Instructional Supplemental.

It is the intention of SETXPC to establish one or more contract(s) with highly qualified Vendor(s) for Furniture: Office, Library, and Instructional Supplemental as detailed below in Paragraph 3.3. Vendor(s) shall, at the request of SETXPC, provide for Furniture: Office, Library, and Instructional Supplemental under the terms of this RFP, including but not limited to the "General Terms and Conditions" set forth in Section 6 of this document and the "Special Terms and Conditions" identified below in Paragraph 4.5.

**4.3 Specific Scope of Services and/or Specifications Including but not Limited To:**

- Office desks, chairs, filing cabinets, credenzas
- Library cabinets, tables, chairs, desks, shelving units
- Classroom desks, tables, chairs, shelving units, storage units

**4.4 Estimated Annual Expenditures**

Please note, however, there is no guaranteed annual volume. The SETXPC makes no guarantees as to the quantities purchased under an awarded contract.

**4.5 Special Terms and Conditions**

a) Similar Products. Whenever an article or material is defined by SETXPC in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design, and efficiency (as applicable).

## SECTION 5.0 – PRICING & DELIVERY INFORMATION

**5.1 Pricing**

Pricing information submitted in response to this RFP must detail the minimum percentage discount provided by the Prospective Vendor on prices stated and/or included in the Vendor's catalog of goods and/or services. Adding new or replacement goods and/or services to your catalog during the life of an awarded contract is permissible. However, pricing for any goods and/or services added to your catalog will be subject to the minimum catalog discount identified in your proposal.

Prospective Vendors may not include pricing information that lists non-specific prices, evidenced by but not limited to the following phrases: "Price to be Determined," "Price Dependent upon Market Value," "Price Available on Request," etc.

All pricing information provided to Members at the time of purchase must conform and comply with the Vendor's pricing information submitted with its proposal and be calculable at the time of sale for the duration of the awarded contract. It is understood that services/labor costs may vary but fixed discounted rate should be stipulated.

**5.2 Definition of "Catalog"**

"Catalog" means the available list of tangible goods or services to which the minimum discount proposed by the Prospective Vendor may be applied. This includes any catalog, price list, schedule, shelf price list, or other format or form, identifying any available tangible personal property and/or services provided by the Vendor, and existing during the term of the awarded contract, regardless of the date such catalog was created, if it is:

a) Regularly maintained by the manufacturer or distributor of an item; and/or
b) Published or otherwise available for inspection by a customer during the purchase process.

**5.3 Additional Services and Service Incidental to the Sale of Goods**

The sale of goods may be accompanied by the installation or set up of said goods. Prospective Vendors may submit pricing for all related and/or incidental services in an attachment. Any and all related services may be proposed but must be priced either as a line item or as a discount off the published Catalog price for said services. Prospective Vendors may provide a catalog of services or a link to the available services or Prospective Vendors may create a SETXPC-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method. The Prospective Vendor may furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and may perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by SETXPC Members. NOTHING IN THIS SOLICITATION IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

**5.4 Tax Exemption**

SETXPC and its Members are tax-exempt. Response prices must not include taxes.

**5.5 Price Changes**

During the life of the award, Vendor may request price increases only commensurate, dollar for dollar, with increasing costs of the item no more frequently than one (1) time per quarter (three (3) month period) in a calendar year. A price change request must be made in writing and include the reason for the request, documentation supporting the request (i.e., proof from the manufacturer or distributer reflecting pricing has

increased and by how much), the current pricing, and the requested revised pricing. SETXPC will review the price change request. If the price change is deemed reasonable, the price change request will be accepted by written acknowledgement from SETXPC's Steering Committee. If the request is not accepted, the SETXPC may entirely reject the request or may counter with revised pricing. In either case the SETXPC will provide a written explanation in support of the decision. Available indexes (e.g., CPI or PPI) may be utilized by the SETXPC to determine if the requested price change request is reasonable. Typically, a price change request that exceeds 5% will not be approved absent extenuating circumstances in the industry.

In the event industry costs decline, SETXPC shall have the right to receive, from the Vendor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. SETXPC will make a written request to the Vendor for a price adjustment in writing with supporting documentation.

**5.6 Freight, Delivery, Inspection & Acceptance**
Satisfactory and acceptable terms related to freight, delivery, inspection, and acceptance of goods purchased by a Member under an awarded contract shall be determined by the Vendor and the Member at the time of the quote/purchase by the Member.

Generally, pricing presented for goods offered should not include shipping or freight costs from a Vendor to Member customer. However, if shipping is included in the price of an item, then the Vendor's proposal shall specify that there will be no additional cost for shipping or delivery to any Member. For example, if Item 1's price includes delivery, but Item 2's price does not, then these pricing variations must be clearly specified.

Any and all freight, delivery, or shipping costs, including those factored into an item's price, should be passed to the Member at no more than the actual cost incurred by the Vendor.

**5.7 Shipment Under Reservation Prohibited**
Vendor is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

**5.8 Place of Delivery**
The place of delivery shall be agreed to by the purchasing Member and the Vendor at the time of purchase and shall be included on a purchase order or other order form. The terms of this agreement are "NO ARRIVAL, NO SALE."

# SECTION 6.0 – EVALUATION & AWARD OF RFP

**6.1 Evaluation Criteria**

SETXPC uses a best value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria in Section 44.031 of the Texas Education Code. By including each of the criteria in Texas Education Code § 44.031(b), below, SETXPC has fulfilled Section 44.031(b)'s requirement that its Members "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the Texas Education Agency ("TEA") Financial Accountability System Resource Guide ("FASRG"), SETXPC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on how important it is. Accordingly, SETXPC will base a recommendation for contract award on the following factors:

| Criteria | Weighted Value |
|---|---|
| 1. Price/Discount to Member Districts | Points 25 |
| 2. Reputation of Prospective Vendor and of Prospective Vendor's goods and/or services | Points 15 |
| 3. Quality of Prospective Vendor's goods and/or services | Points 25 |
| 4. Extent to which the goods and/or services meet SETXPC Members' needs | Points 20 |
| 5. Prospective Vendor's past relationship with SETXPC (consecutive years with SETXPC) | Points 10 |
| 6. Total long-term cost to SETXPC Members to acquire Prospective Vendor's goods and/or services | Points 5 |
| | **Total Points 100** |

**6.2 Scoring**

SETXPC is the sole arbiter of scoring. SETXPC reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities.

**6.3 Award Threshold**

Proposals receiving below 70 total points will be rejected. Without regard to the total points awarded, SETXPC reserves the right to reject a proposal or any part of a proposal for any other reason specified in this RFP.

## SECTION 7.0 – GENERAL TERMS AND CONDITIONS

This Agreement is entered into between the Southeast Texas Purchasing Cooperative ("SETXPC") and Vendor, having submitted a response to a procurement solicitation issued by SETXPC and whose response has been accepted and awarded by SETXPC for contract terms beginning January 15, 2026 through November 30, 2026.

The words "bids," "Request for Proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, Request for Proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded Vendor chosen by SETXPC.

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SETXPC and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

**7.1 Agreement Terms; Amendment**
The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by SETXPC, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by an authorized representative of the SETXPC Steering Committee.

Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE VENDOR'S PROPOSAL RESPONSE.** However, responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by SETXPC and eliminated from further consideration by the Co-Op.

**7.2 Assignment of Agreement**
Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of SETXPC. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of the SETXPC Member. Vendor is required to notify SETXPC and SETXPC Members when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**7.3 Buy America Act**
SETXPC Members have a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

**7.4 Captions**
The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**7.5 Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members. Vendor understands that Vendor is ineligible to receive a contract award with SETXPC if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all applicable state and local building code requirements unless otherwise specifically provided in the SETXPC Member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by the SETXPC or a SETXPC Member, Vendor shall furnish the SETXPC or SETXPC Member with satisfactory proof of Vendor's compliance with this provision.

**7.6 Confidentiality**

Vendor and SETXPC, including its Members, agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor, SETXPC, and its Members understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that SETXPC Members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability SETXPC and its Members, including all officers, employees, agents, and attorneys of SETXPC or a SETXPC Member, with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by a SETXPC Member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act

**7.7 Customer Reference List**

Vendor agrees to submit a customer reference list upon request by the Co-Op or a Member.

**7.8 Customer support**

Vendor shall provide timely and accurate technical advice and sales support to SETXPC and SETXPC Members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to Member's staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by the Member.

**7.9 Entire Agreement**

This Agreement, the procurement solicitation (RFP) issued by SETXPC, Vendor's response submitted in response to SETXPC's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and Vendor's response to SETXPC's procurement solicitation, this Agreement shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

**7.10 Equal Opportunity**

It is the policy of SETXPC and its Members not to discriminate on the basis of race, color, religion, sex, national origin, gender, age, disability, or any other basis prohibited by law in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or disability, or other basis prohibited by law. Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

**7.11 Force Majeure**

Neither SETXPC, Member, or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. No party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, SETXPC and/or Member shall have the option to terminate this Agreement and/or any purchase made pursuant to this Agreement. This section shall not be interpreted as to limit or otherwise modify any of SETXPC and/or a Member's contractual, legal, or equitable rights.

**7.12 Governing Law and Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. The mandatory, exclusive jurisdiction and venue for any dispute under this Agreement is in the state and federal

courts located in Beaumont, Jefferson County, Texas.

**7.13 Invoices and Payment by SETXPC Member Who has Placed an Order**

Vendors shall submit separate invoices to each purchasing Member, in duplicate, on each purchase order or purchase release after delivery. Invoices shall:

a) be itemized and transportation charges, if any, shall be listed separately;
b) include as an attachment a copy of the bill of lading and the freight waybill when applicable;
c) indicate the purchase order or purchase release number as applicable; and
d) include a reference to this RFP agreement.

Invoices should not include Federal Excise, State or City sales tax. Purchasing Members shall furnish exemption certificates to Vendor upon request.

Payment shall not be due until the above instruments are submitted to the purchasing Member after delivery.

SETXPC Members will pay for the goods and/or services they requested and/or purchased under this awarded contract as promptly as possible, but in any event, no later than forty-five (45) days after the date the Member receives the invoice for the goods and/or services.

Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from a Member not later than the tenth (10th) day after the date Vendor receives the payment from the Member. The exceptions to payments made by Member and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

In addition to all other rights and remedies that SETXPC and/or a Member may have, they shall have the right to setoff, against any and all amounts due to Vendor by a Member, whether due under this Agreement or any other agreement between Member (including any department of Member) and Vendor, any sums to which Member is entitled under this Agreement, as determined by Member in its sole discretion, including, without limitation, sums due by Vendor to Member as a result of indemnification obligations and/or warranty claims, as applicable.

**7.14 Member's Property**

In the event of loss, damage, or destruction of any property owned by or loaned by Member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify Member and pay to Member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of Members' determination of the amount due. If Vendor fails to make timely payment, Member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by Member.

**7.15 Indemnification**

**VENDOR SHALL INDEMNIFY AND HOLD SETXPC AND ITS MEMBERS HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER.** Vendor's obligations under this clause shall survive acceptance and payment by SETXPC and/or a Member.

**7.16 Insurance (if applicable)**

Vendor, as a part of their proposal, shall provide SETXPC with proof of insurance showing not less than the coverage listed below. The Vendor shall not commence any portion of the work under this Contract until they have obtained the insurance required herein and copies of certificates have been approved by SETXPC. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to SETXPC and Member. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Neither approval of the insurance, nor the requirements shown below, shall relieve or decrease the liability of the Vendor. The insurance certificate(s) shall become a part of the contract documents.

Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor.

- Comprehensive General Liability: $500,000 each person
- Bodily Injury Liability: $1,000,000 each occurrence
- Property Damage Liability: $100,000 each occurrence
- Workmen's Compensation:

* If Vendors do not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal.

*AS STATUTORY PROVISIONS REQUIRE, including all states, U.S. Longshoremen, Harbor Workers, and other endorsements

Automobile Liability Insurance:

- Comprehensive Automobile Liability: $500,000 each person
- Bodily Injury Liability: $1,000,000 each occurrence
- Property Damage Liability: $100,000 each occurrence

Umbrella Liability:

- Minimum Limits: $1,000,000 each occurrence
- Bodily Injury Liability: $1,000,000 aggregate
- Excess: $1,000,000

Coverage shall include:

a) Waiver of subrogation endorsement in favor of the Member, its officers, employees, and agents;
b) Thirty (30) day written notice of cancellation or material change endorsement in favor of the Member, its officers, employees, and agents;
c) The Member shall be named as additional insured on all of the Vendor's policy(ies) as applicable based on the requirements of Member's purchase;
d) Upon request, certified copies of original insurance policies shall be furnished to Member; and
e) SETXPC, on behalf of its Members, reserves the right to require additional insurance should a Member deem additional insurance necessary, in the Member's sole discretion.

**7.17 Interpretation**

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to

be construed against the drafter shall not be employed in the interpretation of this Agreement.

**7.18 Multiple Contract Awards; Non-Exclusivity**
SETXPC reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of SETXPC. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to SETXPC and/or its Members. During the Term of this Agreement, SETXPC and its Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

**7.19 New Products**
New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from SETXPC. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. SETXPC may reject any proposed additions, without cause, in its sole discretion.

**7.20 No Substitution**
Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by SETXPC, Vendor will not deliver substitutes without prior authorization from SETXPC.

**7.20 No Agency or Endorsements**
SETXPC, its Members, and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of SETXPC and its Members, and is not an employee, agent, joint venturer, or partner of SETXPC or its Members, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between SETXPC or its Members and Vendor or SETXPC or its Members and any of Vendor's agents. Vendor agrees that SETXPC and its Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

**7.21 Non-Appropriation Clause**
Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on SETXPC or its Members by this Agreement, SETXPC and its Members shall have the right to terminate this Agreement or any purchase order made under this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SETXPC and/or a Members if it is determined by SETXPC or a Member, in SETXPC or a Member's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of SETXPC and all Member's current revenue only.

**7.23 Notice**
Any notice provided under the terms of this Agreement by either party to the other and/or between Vendor and SETXPC Members shall be in writing and shall be given by hand-delivery or by certified or registered mail, return

receipt requested. Notice to parties shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice between Vendor and Members shall be sufficient if made and addressed to the Member's representative and the address listed in a purchase order made pursuant to this agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

**7.24 Penalties**

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, a Member may take the following action(s), in the Member's sole discretion, and Vendor agrees to comply with Member's action(s):

a) insist that Vendor honor the quoted price(s) specified in Vendor's response;
b) require Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by Member in their sole discretion);
c) require Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
d) recommend to SETXPC's Steering Committee and/or Member's Board of Trustees that Vendor no longer be given the opportunity to submit a response to SETXPC and/or Member and/or that this Agreement be terminated.

**7.25 Performance**

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement. SETXPC reserves the right to conduct reviews of Vendor performance at any time during the contract period.

**7.26 Performance and Payment Bonds**

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. SETXPC will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

**7.27 Prevailing Wage Rates**

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by SETXPC.

**7.28 Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to SETXPC Members under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by SETXPC for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by a Member of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by Members pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**7.29 Right to Audit**

SETXPC, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to SETXPC in connection with Vendor's work for SETXPC and/or its Members and shall be open to inspection and subject to audit and/or reproduction by SETXPC or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

a) Vendor's compliance with this Agreement and the requirements of the solicitation,
b) compliance with SETXPC and its Members procurement policies and procedures,
c) compliance with provisions for computing billings to Members, and/or
d) any other matters related to this Agreement.

**7.30 Right to Inspect Goods**

Members shall have the right to inspect the goods at delivery before accepting them.

**7.31 Safety**

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by SETXPC, its Members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by SETXPC and its Members. Vendor shall indemnify and hold SETXPC and its Members harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

**7.32 Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**7.33 Software Maintenance**

Maintenance, support, hosting, and other services associated with software purchased pursuant to this procurement solicitation may be renewed on an annual basis indefinitely, in SETXPC's sole discretion, subject to appropriation of sufficient funding for such services in a Member's annual budget and any necessary approvals by Member's Administration and Board of Trustees.

**7.34 Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to SETXPC and its Members for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between SETXPC or its Members and any such subcontractor, nor shall it create any obligation on the part of SETXPC or its Members to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

**7.35 Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors

to hold SETXPC and its Members harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

**7.36 Termination of Contract**

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of SETXPC and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, SETXPC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of SETXPC and/or its Members. SETXPC further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. SETXPC also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if SETXPC believes, in its sole discretion, that it is in the best interest of its Members to do so. Vendor agrees that SETXPC and its Members shall not be liable for damages in the event that SETXPC declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

**7.37 Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**7.38 Warranty**

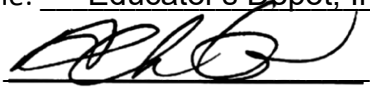
All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of a Members' acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by SETXPC. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

**7.39 Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on SETXPC or its Members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on SETXPC or its Members' property.

Having carefully examined the Purchase Terms and Conditions of this competitive procurement Request for Proposals, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document and further certifies that they are duly authorized to execute this Agreement.

Vendor's Name/Company Name: Educator's Depot, Inc.

Signature of Company Official:  Date: 12/23/25

Company Official's Name (Printed or Typed): Alan Clarke, CEO

## SECTION 8.0 – VENDOR PACKET

This Section of the RFP consists of the following documents, beginning on the following page:

a) Vendor Information Form with Payment Instructions for administrative and other service fees
b) Conflict of Interest Form;
c) Prospective Vendor Certification Forms;
d) Felony Conviction Notice Form;
e) Antitrust Certification Statement;
f) Confidentiality Declaration Form;
g) W-9 Form; and
h) Vendor Information Sheet

The completed Vendor Packet must be completed and uploaded with a Prospective Vendor's proposal response via the Euna Solutions Procurement Portal. Proposals with incomplete vendor packets will be rejected.

## Prospective Vendor Information

Business Name: Educator's Depot, Inc.

DBA: _____

Website: www.educatorsdepot.com

Phone: 979-387-3000 / 866-736-2012

Address: 17424 W. GRAND PKWY S. SUITE 206 Sugar Land, Tx 77479

Order Instructions: _____

Type of Products/Services Provided: Educators Depot provides educational products, resources, and support services designed to help schools and educators operate more effectively. We offer everything from classroom and office supplies to technology solutions, printing, and custom support services. Our focus is on making everyday educational needs simple, affordable, and reliable.

**Payment Instructions for Administrative and Service Fees**

An administrative fee of $200.00 will be charged to each Prospective Vendor submitting a proposal to this SETXPC RFP.

_____

**PayPal Payment Instructions**

If using **PayPal**, please copy and paste the link below into your web browser and complete the payment process:
https://www.paypal.com/cgi-bin/webscr?cmd=_s-xclick&hosted_button_id=KNVA224XX9S4U
Your PayPal account will be charged **$210.00** (which includes a $10.00 service charge). Please ensure that you indicate the name of the Company on your PayPal submission. If your PayPal payment needs to be refunded it will be processed minus the PayPal service charge.

**Check Payment Instructions**

Please make **checks** payable to Region 5 Education Service Center (ESC) in the amount of $200.00 and mail to the following address:

Southeast Texas Purchasing Cooperative
c/o Region 5 ESC
Attn: Stacey Hughes, Purchasing Coordinator
350 Pine St., Suite 500
Beaumont, TX 77701

Check #_____ Name that appears on check_____

*Please note: Payment processing will commence following the award announcement on January 15, 2026. In the event that your submission is not awarded, your payment will be returned.*

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

SETXPC Members are required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with a Member or who seeks to do business with Member must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of a SETXPC Member or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of a SETXPC Member, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of a SETXPC Member.

***"Vendor"*** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

***"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. *Texas Local Government Code 176.001(3).*

***"Family relationship"*** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

***"Local government officer"*** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.** In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

# 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.**

Educator's Depot, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

12/23/25

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

## 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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

**Form 1295 must be completed and filed online with the Texas Ethics Commission prior to submission of this packet. A copy of Vendor's filed Form 1295 must be submitted with a Prospective Vendor's proposal response. Frequently Asked Questions related to the Form 1295 - Disclosure of Interested Parties is available on the following webpage:** https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

**SOUTHEAST TEXAS PURCHASING COOPERATIVE PROSPECTIVE VENDOR/VENDOR CERTIFICATION FORMS**

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

AC Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

AC Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CONTRACTING INFORMATION**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by Member; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by Member in a fiscal year of Member, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Member for the duration of the Agreement; (2) promptly provide to Member any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of Member; and (3) on completion of the Agreement, either (a) provide at no cost to Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Member.

AC Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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)." *See* TEX. GOV'T CODE § 809.001(1).

AC Initials of Authorized Representative of Vendor

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) Member has determined that Vendor is not a sole-source provider or Member has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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 this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or 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." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

AC Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Member is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Member for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

AC Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CERTAIN CONTRACTS WITH TERRORIST ORGANIZATIONS**

Member is prohibited from entering into a contract with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. See TEX. GOV'T CODE §§ 2252.152-153. Vendor certifies that (1) Vendor does not do business with Iran, Sudan, or any Foreign Terrorist Organization; (2) Vendor will not do business with Iran, Sudan, or any Foreign Terrorist Organization during the term of this Contract; and (3) Vendor is not listed on the website of the Comptroller of the State of Texas.

AC Initials of Authorized Representative of Vendor

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200**

The following provisions are required and apply when federal funds are expended by a Member for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between a Member and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.**

Pursuant to Federal Rule (A) above, when federal funds are expended by a Member, the Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by a Member, the Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or a Member. Member also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Member believes, in its sole discretion that it is in the best interest of Member to do so. The vendor will be compensated for work performed and accepted and goods accepted by Member as of the termination date if the contract is terminated for convenience of Member. Any award under this procurement process is not exclusive and Members reserve the right to purchase goods and services from other vendors when it is in the best interest of the Member.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."**

Pursuant to Federal Rule (C) above, when federal funds are expended by a Member on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination**

**issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when federal funds are expended by a Member, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.**

Pursuant to Federal Rule (E) above, when federal funds are expended by a Member, the vendor certifies that during the term of an award for all contracts by SETXPC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by a Member, the vendor certifies that during the term of an award for all contracts by SETXPC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by a Member, the vendor certifies that during the term of an award for all contracts by SETXPC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(H) 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 1986 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by a Member, the vendor certifies that during the term of an award for all contracts by SETXPC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to SETXPC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. SETXPC and its Members may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Member knows the certification is erroneous.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by a Member, the vendor certifies that during the term and after the awarded term of an award for all contracts by SETXPC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(J) Procurement of Recovered Materials – When federal funds are expended by Bia Member, the Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** – 2 CFR § 200.321 – When federal funds are expended by a Member, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned

firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215**

When federal funds are expended by Member for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Member will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Member has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216**

SETXPC and its individual Members, as a non-federal entities, are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334**

When federal funds are expended by a Member for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS**

When federal funds are expended by Member for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Member for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of Member not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322**

As appropriate and to the extent consistent with law, Member has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.
"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337**

Vendor agrees that Region 5, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES AC Initials of Authorized Representative of vendor

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

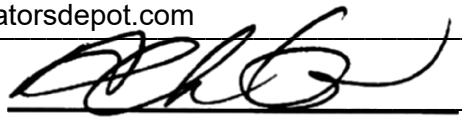
Vendor's Name/Company Name: Educator's Depot, Inc.

Address, City, State, and Zip Code: 17424 W. GRAND PKWY S. SUITE 206 Sugar Land, Tx 77479

Phone Number: 979-387-3000 / 866-736-2012

Printed Name and Title of Authorized Representative: Alan Clarke, CEO

Email Address: customerservice@educatorsdepot.com

Signature of Authorized Representative: 

Date: 12/23/25 Federal Tax ID # 20-1130394

**SOUTHEAST TEXAS PURCHASING COOPERATIVE**
**FELONY CONVICTION NOTICE**

FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "[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".

Subsection (c) states "[t]his section does not apply to a publicly held corporation".

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: Educator's Depot, Inc.

Authorized Official's Name (Printed or Typed): Alan Clarke, CEO

**You must select one and sign below:**

☐ Firm is a publicly held corporation; therefore, the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☑ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

*(Attach additional pages if necessary.)*

Signature of Company Official: _____ Date: 12/23/25

**ANTITRUST CERTIFICATION STATEMENT**
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: Educator's Depot, Inc.

Address, City, State, and Zip Code: 17424 W. GRAND PKWY S. SUITE 206 Sugar Land, Tx 77479

Signature: _____ Date Signed: 12/23/25

Printed Name: Alan Clarke Title: CEO

**CONFIDENTIALITY DECLARATION**
**INFORMATION SUBMITTED TO SETXPC IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552.**

As a governmental body, SETXPC Members are subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to SETXPC and/or Member in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to SETXPC and/or Member in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If SETXPC and/or Member receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," SETXPC and/or Member will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that SETXPC and/or Member provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.0222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

1. The following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
2. Information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

SETXPC and/or Member assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Prospective Vendors/Vendors, and Prospective Vendor/**Vendor hereby waives any claim against and releases from liability SETXPC, its Members, and the respective officers, employees, agents, and attorneys of SETX and/or is Members, with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or SETXPC and/or a Member and determined by SETXPC and/or a Member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that SETXPC and/or a Member may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

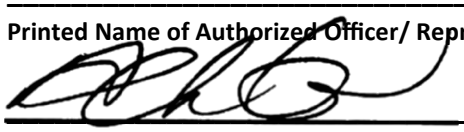
☐ **Declaration of Confidentiality – Prospective Vendor/Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Prospective Vendor/Vendor to SETXPC in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Prospective Vendor/Vendor declares that the information marked by Prospective Vendor/Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

☑ **Waiver of Confidentiality – Prospective Vendor/Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Prospective Vendor/Vendor to SETXPC in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Prospective Vendor/Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to SETXPC and that its proposal and all other information—including any pricing information—submitted by Prospective Vendor/Vendor to SETXPC in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Prospective Vendor/Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Prospective Vendor/Vendor to SETXPC in connection with this procurement solicitation or the Agreement.**

Educator's Depot, Inc.
**Prospective Vendor/Vendor Name**

Alan Clarke
**Printed Name of Authorized Officer/ Representative of Prospective Vendor/Vendor**

CEO
**Title**


**Signature**

12/23/25
**Date**

## Vendor Information Sheet

1. Are discounts available for our SETXPC members? Please Specify:

YES, WE OFFER 0-50% BASED ON COLUME PRICING. PLEASE CALL FOR MORE DETIALS

2. In the past three (3) years have you been assessed any fines or penalties local, state and/or federal law enforcement or regulatory agency, or as a result of an action brought by any party under the Fair Labor Standards Act, 29 U.S.C 201, Chapter 8? If yes please provide details.

☐ Yes: _____

_____

☑ No

3. Do you accept Purchase Orders?

☑ Yes ☐ No

4. Do you offer a shipping Incentive to Cooperative Members? (Ex. Free Shipping, Free over a certain amount or weight, etc.)

☑ Yes ☐ No

_____

5. Do you allow for returns/exchanges or offer warranties on your products/services?

☐ Yes ☑ No

6. Have you had supply chain/fulfillment issues in the past 12 months?

Yes ☐ No ☑

7. Is your company HUB certified?

☐ Yes (Please include a copy of your certificate with your submission.) ☑ No

Bid Contact Name & Email: Alan Clarke, CEO customerservice@educatorsdepot.com

Sales Contact Name & Email: Daniel clarke, Senior Project manager dclarke@educatorsdepot.com

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.)

**Educator's Depot, 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.

**17424 W GRAND PAKWY S. SUITE 206**

**6** City, state, and ZIP code

**SUGAR LAND, TX 77479**

Requester's name and address (optional)

**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**

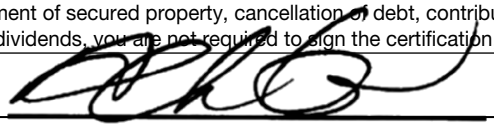
| 2 | 0 | – | 1 | 1 | 3 | 0 | 3 | 9 | 4 |
|---|---|---|---|---|---|---|---|---|---|

## 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**  **Date** 12/23/25

# 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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1403100

**Date Filed:**
12/23/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Educator's Depot, Inc.
SUGAR LAND, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 5 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

20250902S
Furniture: Office, Library, and Instructional Supplemental

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| N/A | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Jesus Jimenez Jr. , CST, and my date of birth is 02/12/1980.

My address is 9623 Vincik Elhert Rd., Beasley, (city), Tx (state), 77417 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of TX, on the 23 day of DEC (month), 20 25 (year).

Jesse Jimenez Jr.
Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

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

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

**PRODUCER**

State Farm

Vahn Doctolero State Farm
2035 FM 359 Ste. I
Richmond, TX 77406
O: 281-232-2200

**CONTACT NAME:** Michelle V. Luna
**PHONE (A/C, No, Ext):** 281-232-2200 **FAX (A/C, No):**
**E-MAIL ADDRESS:** michelle.v.luna.pnql@statefarm.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Farm Lloyds | 43419 |
| INSURER B : State Farm Mutual Automobile Insurance Company | 25178 |
| INSURER C : State Farm Fire and Casualty Company | 25143 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Educator's Depot Inc
7424 W Grand Pkwy S Ste 206
Sugar Land, TX 77479-2564

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

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

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 90-A0-P026-3 | 10/17/2025 | 10/17/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY<br>[X] HIRED AUTOS | Y | Y | 0017257-SFX-53<br>327 3006 E29 53 001<br>0017256-SFX-53<br>315 7927 B01 53 001 | 10/07/2025<br>11/29/2025<br>10/07/2025<br>08/01/2025 | 04/07/2026<br>05/29/2026<br>04/07/2026<br>02/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | 90-C5-C530-1 | 10/07/2025 | 10/07/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 90-G3-D237-9 | 10/08/2025 | 10/08/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | ENOL | Y | Y | 315 7297 B01 53 001 | 08/01/2025 | 08/01/2026 | COMBINED SINGLE LIMIT | 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Region 5 Education Service Center
350 Pine Street, Suite 500
Beaumont, TX 77701

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Michelle V. Luna

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# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Consider an ordinance authorizing the purchase of furniture for the West District Wastewater Treatment Plant Operations Building Project from Educator's Depot, Inc.

**Company Name:** Educator's Depot, Inc

**Department:** Public Works/Engineering/BAWA

**Date:** 08/13/2026 **Council Date:** 08/27/2026

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

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

_____

_____

_____

☑ not to be indebted to the City.

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

Teresa McKee — Director of Finance

08/13/2026 — Date

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

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

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

CITY COUNCIL MEETING 7. u.

**Meeting Date:** 08/27/2026
**Subject:** Consider an ordinance awarding a construction contract to Carter Construction, LLC., for the CDBG-DRRP funded Market Street Revitalization Project
**Prepared for:** Carol Haddock, Public Works/Engineering/BAWA
**Prepared by:** Jamie Wimmer, Public Works/Engineering/BAWA
**Department:** Public Works/Engineering/BAWA

## Information

### ITEM

Consider an ordinance awarding a construction contract to Carter Construction, LLC., for the Community Development Block Grant - Disaster Recovery Reallocation Program funded Market Street Revitalization Project.

### PREFACE

This proposed ordinance awards a construction contract to Carter Construction, LLC in the amount of $22,873,848.35 for the Market Street Revitalization Project.

The project is funded in part through the Texas General Land Office Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP), which will provide $15,000,000 for construction. Harris County Flood Control District will contribute an additional $3,701,043.53 through the existing Interlocal Agreement, with the City responsible for the remaining project costs.

The project includes reconstruction and elevation of Market Street, along with drainage improvements, bridge repairs, railroad crossings, utility adjustments, medians, curb and gutter, pedestrian and traffic improvements, signage, striping, and related work.

The project was advertised on May 5 and May 12, 2026. Six bids were received and publicly opened on June 5, 2026, at 11:15AM. Bids received ranged from $22,873,848.35 to $25,968,316.95. Carter Construction, LLC submitted the lowest responsive bid. Staff concurs with the Engineer's recommendation to award the contract to Carter Construction, LLC.

The contract provides 790 calendar days to reach substantial completion, with an additional 60 days for final completion. Following Council approval, staff will schedule the pre-construction meeting and issue the Notice to Proceed.

## Fiscal Impact

**Fiscal Year:** 2026
**Acct Code:** Multiple Accounts
**Source of Funds (Operating/Capital/Bonds):** Capital/Bonds
**Funds Budgeted Y/N:** Y
**Amount Needed:** $22,873,848.35
**Fiscal Impact (Additional Information):**

| | | |
|---|---|---|
| RDWY2005-CDBG/DRRP -CONSTRUCTI-HARRISCNTY | 71033012-56933 | $3,701,043.53 |
| RDWY2005-CDBG/DRRP -CONSTRUCTI-FEDERGRANT | 71033012-56933 | $15,000,000 |
| RDWY2005-2022COBOND-CONSTRUCTI-C.O./BONDS | 41153012-56933 | $2,311,333.99 |
| RDWY2005-2024COSTRT-CONSTRUCTI-C.O./BONDS | 41163012-56933 | $1,861,470.83 |

## Attachments

Ordinance - Carter - Market St Revitalization
Engineer Letter of Recommendation
Bid Tabulation
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH CARTER CONSTRUCTION, LLC. IN AN AMOUNT NOT TO EXCEED TWENTY-TWO MILLION, EIGHT-HUNDRED, SEVENTY-THREE THOUSAND, EIGHT-HUNDRED, FORTY-EIGHT DOLLARS AND 35/100 ($22,873,848.35) FOR THE MARKET STREET REVITALIZATION PROJECT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, The Market Street Revitalization Project ("Project) was advertised on May 5 and May 12, 2026; and

WHEREAS, six bids were received and publicly opened on June 5, 2026, at 11:15AM; and

WHEREAS, bids received ranged from TWENTY-TWO MILLION, EIGHT-HUNDRED, SEVENTY-THREE THOUSAND, EIGHT-HUNDRED, FORTY-EIGHT DOLLARS AND 35/100 ($22,873,848.35) to TWENTY-FIVE MILLION, NINE-HUNDRED, SIXTY-EIGHT THOUSAND, THREE-HUNDRED, SIXTEEN DOLLARS AND 95/100 ($25,968,316.95); and

WHEREAS, Carter Construction, LLC. submitted the lowest responsive bid providing the best value to the City; and

WHEREAS, staff concurs with the Engineer's recommendation to award the contract to Carter Construction, LLC.; and

WHEREAS, the Project is funded in part through the Texas General Land Office Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP), which will provide FIFTEEN MILLION DOLLARS AND NO/100 ($15,000,000) for construction and Harris County Flood Control District will contribute an additional THREE MILLION, SEVEN-HUNDRED, ONE DOLLARS AND 53/100 ($3,701,043.53) through an existing Interlocal Agreement, with the City responsible for the remaining project costs; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Construction Contract with Carter Construction, LLC. for the Market Street Revitalization Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Carter Construction, LLC. in an amount not to exceed TWENTY-TWO MILLION, EIGHT-HUNDRED, SEVENTY-THREE THOUSAND, EIGHT-HUNDRED, FORTY-EIGHT DOLLARS AND 35/100 ($22,873,848.35) in accordance with the agreement authorized in Section 1 hereinabove.

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, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

June 23, 2026

City of Baytown
Attention: City Clerk
2401 Market Street
Baytown, TX 77520

Re: **Market Street Reconstruction**
**IFB 26-0512 (#10154934)**

Dear City Clerk:

On June 5, 2026, 5 bids were received on the above referenced project.

The bid submittals have been reviewed and each bid was checked for mathematical errors and/or bid irregularities. In reviewing the submittals, the Contractor's cost computations were verified and there were no bid irregularities.

A copy of the bid tabulation is attached for your use. The bids are summarized as follows:

| | | |
|---|---|---|
| **Lowest Responsive Bidder – Carter Construction, LLC** | | **$22,873,848.35** |
| Second Lowest Bidder- | Brice Highway LLC | $22,898,767.00 |
| Third Lowest Bidder- | Main Lane Industries, Ltd | $23,398,590.00 |
| Fourth Lowest Bidder- | Harper Brothers Construction | $25,662,642.30 |
| Fifth Lowest Bidder- | Texas Materials Group, Inc | $25,968,316.95 |

Based on a mathematical analysis of the bids, Carter Construction, LLC is the lowest responsive bidder for this project and the most advantageous selection for the City. Based on the Contractor's history of completing many projects in the Baytown and Harris County Area, we consider them suitable for completing the reconstruction of Market Street from Bayway Drive to West Sterling Avenue.

If you need further information along with this request, please contact me.

Sincerely,

Edwin Rydell, P.E.
Sr Project Manager

hdrinc.com

4828 Loop Central Drive, Suite 700, Houston, TX 77081-2220
(713) 622-9264

| | | | | | Carter Construction, LLC | | Brice | | Brice Highway LLC | | Main Lane Industries, Ltd. | | Harper Brothers Construction | | Texas Materials Group, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Section Title | Line Item | Item Description | UofM | Quantity | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Market Street - SITE PREPARATIONS | | | | | | $3,027,919.10 | | $3,440,831.01 | | $3,440,831.01 | | $1,928,044.00 | | $2,846,059.50 | | $5,452,446.65 |
| | 1 | Project Sign | EACH | 2 | $1,500.00 | $3,000.00 | $1,400.00 | $2,800.00 | $1,400.00 | $2,800.00 | $2,000.00 | $4,000.00 | $1,500.00 | $3,000.00 | $1,500.00 | $3,000.00 |
| | 2 | Preparing Right-of-Way | LS | 1 | $890,000.00 | $890,000.00 | $1,144,375.01 | $1,144,375.01 | $1,144,375.01 | $1,144,375.01 | $350,000.00 | $350,000.00 | $1,000,000.00 | $1,000,000.00 | $1,500,000.00 | $1,500,000.00 |
| | 3 | Removing Concrete (Sidewalk) | SY | 7295 | $6.00 | $43,770.00 | $3.00 | $21,885.00 | $3.00 | $21,885.00 | $3.00 | $21,885.00 | $3.60 | $26,262.00 | $9.75 | $71,126.25 |
| | 4 | Removing Concrete (Driveway and Intersecti | SY | 6960 | $10.00 | $69,600.00 | $7.00 | $48,720.00 | $7.00 | $48,720.00 | $6.00 | $41,760.00 | $5.00 | $34,800.00 | $9.75 | $67,860.00 |
| | 5 | Removing Concrete (Pavement with or witho | SY | 93975 | $5.00 | $469,875.00 | $6.00 | $563,850.00 | $6.00 | $563,850.00 | $5.00 | $469,875.00 | $3.50 | $328,912.50 | $8.80 | $826,980.00 |
| | 6 | Removal of Existing RR Equipment within RO | LS | 1 | $8,500.00 | $8,500.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $40,000.00 | $40,000.00 | $30,000.00 | $30,000.00 | $21,000.00 | $21,000.00 |
| | 7 | Salvaging, Hauling, and Stockpiling Reclaimal | SY | 72887 | $3.80 | $276,970.60 | $4.00 | $291,548.00 | $4.00 | $291,548.00 | $2.00 | $145,774.00 | $1.50 | $109,330.50 | $4.00 | $291,548.00 |
| | 8 | Excavation | CY | 58124 | $18.00 | $1,046,232.00 | $18.00 | $1,046,232.00 | $18.00 | $1,046,232.00 | $10.00 | $581,240.00 | $18.00 | $1,046,232.00 | $40.00 | $2,324,960.00 |
| | 9 | Removing Structures (Reinforced Concrete P | LF | 1354 | $18.00 | $24,372.00 | $25.00 | $33,850.00 | $25.00 | $33,850.00 | $20.00 | $27,080.00 | $30.00 | $40,620.00 | $32.00 | $43,328.00 |
| | 10 | Removing Structures (Inlet) | EACH | 13 | $400.00 | $5,200.00 | $1,200.00 | $15,600.00 | $1,200.00 | $15,600.00 | $800.00 | $10,400.00 | $650.00 | $8,450.00 | $600.00 | $7,800.00 |
| | 11 | Removing Structures (Manhole or Junction B | EACH | 6 | $400.00 | $2,400.00 | $1,300.00 | $7,800.00 | $1,300.00 | $7,800.00 | $1,000.00 | $6,000.00 | $650.00 | $3,900.00 | $1,175.00 | $7,050.00 |
| | 12 | Removing Structures (Approach Slab) | EA | 2 | $2,300.00 | $4,600.00 | $2,000.00 | $4,000.00 | $2,000.00 | $4,000.00 | $5,000.00 | $10,000.00 | $2,500.00 | $5,000.00 | $8,125.00 | $16,250.00 |
| | 13 | Removing Concrete (Bridge Rail) | LF | 445 | $50.00 | $22,250.00 | $60.00 | $26,700.00 | $60.00 | $26,700.00 | $60.00 | $26,700.00 | $135.00 | $60,075.00 | $33.50 | $14,907.50 |
| | 14 | Existing Fence and Gates (Chain Link Fence)( | LF | 200 | $25.00 | $5,000.00 | $15.00 | $3,000.00 | $15.00 | $3,000.00 | $10.00 | $2,000.00 | $6.60 | $1,320.00 | $13.00 | $2,600.00 |
| | 15 | Removing Structures (Wingwall) | EACH | 4 | $6,000.00 | $24,000.00 | $11,000.00 | $44,000.00 | $11,000.00 | $44,000.00 | $5,100.00 | $20,400.00 | $4,500.00 | $18,000.00 | $2,000.00 | $8,000.00 |
| | 16 | Metal Beam Guard Fence with Mow Strip (10 | LF | 662 | $1.00 | $662.00 | $8.00 | $5,296.00 | $8.00 | $5,296.00 | $5.00 | $3,310.00 | $5.00 | $3,310.00 | $23.20 | $15,358.40 |
| | 17 | Terminal Section (10 Gauge)(Remove and Di | EACH | 8 | $500.00 | $4,000.00 | $450.00 | $3,600.00 | $450.00 | $3,600.00 | $200.00 | $1,600.00 | $250.00 | $2,000.00 | $172.00 | $1,376.00 |
| | 18 | Traffic Signs, Roadside Signs, and Mailboxes | LS | 1 | $15,000.00 | $15,000.00 | $24,000.00 | $24,000.00 | $24,000.00 | $24,000.00 | $10,000.00 | $10,000.00 | $25,000.00 | $25,000.00 | $13,440.00 | $13,440.00 |
| | 19 | Removing Base and Asphalt Pavement (All D | SY | 7315 | $2.50 | $18,287.50 | $5.00 | $36,575.00 | $5.00 | $36,575.00 | $8.00 | $58,520.00 | $1.50 | $10,972.50 | $16.50 | $120,697.50 |
| | 20 | Placement of Fence and Protection of Histor | LS | 1 | $1,200.00 | $1,200.00 | $4,750.00 | $4,750.00 | $4,750.00 | $4,750.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $4,000.00 | $4,000.00 |
| | 21 | Remove and Relocate Existing Trees as Direc | EA | 25 | $1,700.00 | $42,500.00 | $1,800.00 | $45,000.00 | $1,800.00 | $45,000.00 | $1,500.00 | $37,500.00 | $1,600.00 | $40,000.00 | $2,290.00 | $57,250.00 |
| | 22 | Project Site Documentation | LS | 1 | $5,500.00 | $5,500.00 | $17,000.00 | $17,000.00 | $17,000.00 | $17,000.00 | $10,000.00 | $10,000.00 | $2,500.00 | $2,500.00 | $9,440.00 | $9,440.00 |
| | 23 | Remove Existing Traffic Signal System | EA | 5 | $9,000.00 | $45,000.00 | $5,050.00 | $25,250.00 | $5,050.00 | $25,250.00 | $5,000.00 | $25,000.00 | $4,275.00 | $21,375.00 | $4,895.00 | $24,475.00 |
| DRAINAGE | | | | | | $3,306,764.00 | | $3,203,460.00 | | $3,203,460.00 | | $3,439,850.00 | | $4,233,160.00 | | $2,816,014.00 |
| | 24 | Trench Excavation Protection (5 ft to 10 ft De | LF | 8420 | $3.50 | $29,470.00 | $1.00 | $8,420.00 | $1.00 | $8,420.00 | $1.00 | $8,420.00 | $10.00 | $84,200.00 | $1.25 | $10,525.00 |
| | 25 | Trench Excavation Protection (10 ft to 15 ft D | LF | 500 | $9.00 | $4,500.00 | $1.00 | $500.00 | $1.00 | $500.00 | $3.00 | $1,500.00 | $10.00 | $5,000.00 | $1.75 | $875.00 |
| | 26 | Reinforced Concrete Pipe (Circular)(18 in)(CL | LF | 76 | $175.00 | $13,300.00 | $115.00 | $8,740.00 | $115.00 | $8,740.00 | $150.00 | $11,400.00 | $325.00 | $24,700.00 | $275.00 | $20,900.00 |
| | 27 | Reinforced Concrete Pipe (Circular)(24 in)(CL | LF | 6398 | $178.00 | $1,138,844.00 | $125.00 | $799,750.00 | $125.00 | $799,750.00 | $160.00 | $1,023,680.00 | $270.00 | $1,727,460.00 | $158.00 | $1,010,884.00 |
| | 28 | Reinforced Concrete Pipe (Circular)(36 in)(CL | LF | 2610 | $225.00 | $587,250.00 | $205.00 | $535,050.00 | $205.00 | $535,050.00 | $225.00 | $587,250.00 | $370.00 | $965,700.00 | $245.00 | $639,450.00 |
| | 29 | Concrete Manhole (Precast)(48 in Circular, St | EA | 14 | $5,900.00 | $82,600.00 | $6,000.00 | $84,000.00 | $6,000.00 | $84,000.00 | $6,000.00 | $84,000.00 | $5,600.00 | $78,400.00 | $6,360.00 | $89,040.00 |
| | 30 | Concrete Manhole (Precast)(48 in Circular, A | EA | 3 | $2,000.00 | $6,000.00 | $8,000.00 | $24,000.00 | $8,000.00 | $24,000.00 | $7,000.00 | $21,000.00 | $3,000.00 | $9,000.00 | $10,300.00 | $30,900.00 |
| | 31 | Pipe for Drains (4 in PVC) | LF | 150 | $48.00 | $7,200.00 | $22.00 | $3,300.00 | $22.00 | $3,300.00 | $28.00 | $4,200.00 | $50.00 | $7,500.00 | $50.00 | $7,500.00 |
| | 32 | Inlet (Precast)(Type BB, Standard Depth) | EACH | 88 | $5,500.00 | $484,000.00 | $5,600.00 | $492,800.00 | $5,600.00 | $492,800.00 | $6,500.00 | $572,000.00 | $7,300.00 | $642,400.00 | $6,280.00 | $552,640.00 |
| | 33 | Inlet (Precast)(Modified Type A, Standard De | EACH | 4 | $5,000.00 | $20,000.00 | $4,000.00 | $16,000.00 | $4,000.00 | $16,000.00 | $4,000.00 | $16,000.00 | $10,200.00 | $40,800.00 | $6,125.00 | $24,500.00 |
| | 34 | Adjusting Manholes, Junction Boxes, and Inle | EACH | 13 | $1,100.00 | $14,300.00 | $5,400.00 | $70,200.00 | $5,400.00 | $70,200.00 | $1,500.00 | $19,500.00 | $1,500.00 | $19,500.00 | $2,845.00 | $36,985.00 |
| | 35 | Capping Existing Inlet | EACH | 2 | $1,400.00 | $2,800.00 | $2,000.00 | $4,000.00 | $2,000.00 | $4,000.00 | $2,000.00 | $4,000.00 | $750.00 | $1,500.00 | $1,960.00 | $3,920.00 |
| | 36 | Concrete Collar (Varies per plan) | EACH | 2 | $1,400.00 | $2,800.00 | $2,000.00 | $4,000.00 | $2,000.00 | $4,000.00 | $1,600.00 | $3,200.00 | $1,000.00 | $2,000.00 | $1,280.00 | $2,560.00 |
| | 37 | Reinforced Concrete Box Culvert (Precast)(8 | LF | 188 | $1,300.00 | $244,400.00 | $1,200.00 | $225,600.00 | $1,200.00 | $225,600.00 | $1,400.00 | $263,200.00 | $1,625.00 | $305,500.00 | $1,110.00 | $208,680.00 |
| | 38 | Railing (Combination Traffic/Pedestrian Railii | LF | 300 | $34.00 | $10,200.00 | $165.00 | $49,500.00 | $165.00 | $49,500.00 | $200.00 | $60,000.00 | $220.00 | $66,000.00 | $250.00 | $75,000.00 |
| | 39 | Class C Concrete - Headwall (PW-1) (HW = 13 | CY | 85 | $1,300.00 | $110,500.00 | $1,725.00 | $146,625.00 | $1,725.00 | $146,625.00 | $1,500.00 | $127,500.00 | $500.00 | $42,500.00 | $65.00 | $5,525.00 |
| | 40 | Class C Concrete - Headwall (PW-1) (HW = 14 | CY | 121 | $1,300.00 | $157,300.00 | $1,750.00 | $211,750.00 | $1,750.00 | $211,750.00 | $1,500.00 | $181,500.00 | $500.00 | $60,500.00 | $75.00 | $9,075.00 |
| | 41 | Class C Concrete - Headwall (PW-1) (HW = 15 | CY | 143 | $1,300.00 | $185,900.00 | $1,725.00 | $246,675.00 | $1,725.00 | $246,675.00 | $1,500.00 | $214,500.00 | $500.00 | $71,500.00 | $95.00 | $13,585.00 |
| | 42 | Class C Concrete - Headwall (PW-1) (HW = 16 | CY | 158 | $1,300.00 | $205,400.00 | $1,725.00 | $272,550.00 | $1,725.00 | $272,550.00 | $1,500.00 | $237,000.00 | $500.00 | $79,000.00 | $465.00 | $73,470.00 |
| SUBGRADE AND PAVING | | | | | | $11,920,587.00 | | $12,152,618.00 | | $12,152,618.00 | | $13,583,179.00 | | $13,895,968.50 | | $13,725,483.20 |
| | 43 | Lime Treatment (8 in Depth) | SY | 100628 | $7.00 | $704,396.00 | $7.00 | $704,396.00 | $7.00 | $704,396.00 | $6.50 | $654,082.00 | $9.00 | $905,652.00 | $9.40 | $945,903.20 |
| | 44 | Lime (Hydrated Lime - Slurry) | TON | 2515 | $385.00 | $968,275.00 | $333.00 | $837,495.00 | $333.00 | $837,495.00 | $375.00 | $943,125.00 | $415.00 | $1,043,725.00 | $387.00 | $973,305.00 |
| | 45 | Concrete Pavement (Class E Concrete, 9 in D | SY | 79017 | $73.00 | $5,768,241.00 | $73.00 | $5,768,241.00 | $73.00 | $5,768,241.00 | $91.00 | $7,190,547.00 | $95.00 | $7,506,615.00 | $92.50 | $7,309,072.50 |
| | 46 | Concrete Pavement (Class E Concrete, 11 in D | SY | 3723 | $114.00 | $424,422.00 | $135.00 | $502,605.00 | $135.00 | $502,605.00 | $110.00 | $409,530.00 | $101.00 | $376,023.00 | $105.50 | $392,776.50 |
| | 47 | Concrete Medians and Directional Islands | SY | 8269 | $73.00 | $603,637.00 | $60.00 | $496,140.00 | $60.00 | $496,140.00 | $72.00 | $595,368.00 | $86.00 | $711,134.00 | $83.00 | $686,327.00 |
| | 48 | Colored Concrete for Median Noses | SY | 173 | $113.00 | $19,549.00 | $30.00 | $5,190.00 | $30.00 | $5,190.00 | $140.00 | $24,220.00 | $149.00 | $25,777.00 | $41.00 | $7,093.00 |
| | 49 | 6 inch Reinforced Concrete Curb | LF | 56528 | $4.50 | $254,376.00 | $5.00 | $282,640.00 | $5.00 | $282,640.00 | $6.00 | $339,168.00 | $5.50 | $310,904.00 | $4.00 | $226,112.00 |
| | 50 | Concrete Sidewalk (5 in Depth) | SY | 21963 | $72.00 | $1,581,336.00 | $92.00 | $2,020,596.00 | $92.00 | $2,020,596.00 | $74.00 | $1,625,262.00 | $72.50 | $1,592,317.50 | $80.00 | $1,757,040.00 |
| | 51 | Concrete Curb Ramp (4-1/2 in, Type:3) | EACH | 26 | $2,900.00 | $75,400.00 | $4,150.00 | $107,900.00 | $4,150.00 | $107,900.00 | $3,000.00 | $78,000.00 | $2,200.00 | $57,200.00 | $3,000.00 | $78,000.00 |
| | 52 | Concrete Curb Ramp (4-1/2 in, Type:7) | EACH | 61 | $2,900.00 | $176,900.00 | $2,520.00 | $153,720.00 | $2,520.00 | $153,720.00 | $2,850.00 | $173,850.00 | $2,150.00 | $131,150.00 | $2,420.00 | $147,620.00 |
| | 53 | Concrete Curb Ramp (4-1/2 in, Type:9) | EACH | 4 | $2,900.00 | $11,600.00 | $3,485.00 | $13,940.00 | $3,485.00 | $13,940.00 | $2,500.00 | $10,000.00 | $2,320.00 | $9,280.00 | $4,000.00 | $16,000.00 |
| | 54 | Concrete Curb Ramp (4-1/2 in, Type:12 | EACH | 2 | $2,900.00 | $5,800.00 | $5,585.00 | $11,170.00 | $5,585.00 | $11,170.00 | $3,000.00 | $6,000.00 | $2,410.00 | $4,820.00 | $3,520.00 | $7,040.00 |
| | 55 | Concrete Driveway (10") (High Early Strength | SY | 7805 | $132.00 | $1,030,260.00 | $125.00 | $975,625.00 | $125.00 | $975,625.00 | $145.00 | $1,131,725.00 | $100.00 | $780,500.00 | $135.00 | $1,053,675.00 |
| | 56 | Metal Beam Guard Fence with Mow Strip (Ti | LF | 350 | $110.00 | $38,500.00 | $75.00 | $26,250.00 | $75.00 | $26,250.00 | $90.00 | $31,500.00 | $101.00 | $35,350.00 | $97.00 | $33,950.00 |
| | 57 | Terminal Anchor Section (Timber Post)(10 Ga | EACH | 2 | $6,900.00 | $13,800.00 | $2,000.00 | $4,000.00 | $2,000.00 | $4,000.00 | $1,800.00 | $3,600.00 | $4,250.00 | $8,500.00 | $1,950.00 | $3,900.00 |
| | 58 | Stamped and Patterned Concrete Median at | SY | 397 | $127.00 | $50,419.00 | $130.00 | $51,610.00 | $130.00 | $51,610.00 | $180.00 | $71,460.00 | $265.00 | $105,205.00 | $41.00 | $16,277.00 |
| | 59 | Reinforced Concrete Truck Apron, Stamped a | SY | 925 | $174.00 | $160,950.00 | $185.00 | $171,125.00 | $185.00 | $171,125.00 | $250.00 | $231,250.00 | $265.00 | $245,125.00 | $41.00 | $37,925.00 |
| | 60 | Type 3A Mountable Curb | LF | 1016 | $17.00 | $17,272.00 | $5.00 | $5,080.00 | $5.00 | $5,080.00 | $27.00 | $27,432.00 | $25.00 | $25,400.00 | $15.50 | $15,748.00 |
| | 61 | Type 2 Curb | LF | 769 | $16.00 | $12,304.00 | $15.00 | $11,535.00 | $15.00 | $11,535.00 | $40.00 | $30,760.00 | $24.00 | $18,456.00 | $19.00 | $14,611.00 |
| | 62 | 2" PVC Conduit with Stub up | LF | 210 | $15.00 | $3,150.00 | $16.00 | $3,360.00 | $16.00 | $3,360.00 | $30.00 | $6,300.00 | $13.50 | $2,835.00 | $14.80 | $3,108.00 |
| TRAFFIC CONTROL | | | | | | $2,231,468.00 | | $1,787,318.54 | | $1,787,318.54 | | $2,192,862.00 | | $2,292,601.12 | | $1,766,443.70 |
| | 63 | Temporary Traffic Control | MONTH | 20 | $20,000.00 | $400,000.00 | $8,500.00 | $170,000.00 | $8,500.00 | $170,000.00 | $20,000.00 | $400,000.00 | $28,000.00 | $560,000.00 | $5,160.00 | $103,200.00 |
| | 64 | Workzone Pavement Markings (Removable)( | LF | 32350 | $0.85 | $27,497.50 | $0.77 | $24,909.50 | $0.77 | $24,909.50 | $0.80 | $25,880.00 | $0.88 | $28,468.00 | $0.85 | $27,497.50 |
| | 65 | Workzone Pavement Markings (Removable)( | LF | 32350 | $0.85 | $27,497.50 | $0.77 | $24,909.50 | $0.77 | $24,909.50 | $0.80 | $25,880.00 | $0.88 | $28,468.00 | $0.85 | $27,497.50 |
| | 66 | Workzone Pavement Markings (Removable)( | LF | 1040 | $1.75 | $1,820.00 | $1.65 | $1,716.00 | $1.65 | $1,716.00 | $2.00 | $2,080.00 | $1.65 | $1,716.00 | $1.70 | $1,768.00 |
| | 67 | Workzone Pavement Markings (Removable)( | LF | 286 | $4.50 | $1,287.00 | $5.89 | $1,684.54 | $5.89 | $1,684.54 | $6.00 | $1,716.00 | $4.65 | $1,329.90 | $4.60 | $1,315.60 |
| | 68 | Workzone Pavement Markings (Removable)( | EACH | 12 | $97.00 | $1,164.00 | $100.14 | $1,201.68 | $100.14 | $1,201.68 | $120.00 | $1,440.00 | $77.44 | $929.28 | $97.00 | $1,164.00 |
| | 69 | Workzone Pavement Markings (Removable)( | EACH | 12 | $115.00 | $1,380.00 | $100.14 | $1,201.68 | $100.14 | $1,201.68 | $120.00 | $1,440.00 | $87.76 | $1,053.12 | $114.00 | $1,368.00 |
| | 70 | Workzone Pavement Markings (Non-Removal | LF | 32350 | $1.00 | $32,350.00 | $0.37 | $11,969.50 | $0.37 | $11,969.50 | $0.40 | $12,940.00 | $0.83 | $26,850.50 | $1.00 | $32,350.00 |
| | 71 | Workzone Pavement Markings (Non-Removal | LF | 32350 | $1.00 | $32,350.00 | $0.37 | $11,969.50 | $0.37 | $11,969.50 | $0.40 | $12,940.00 | $0.83 | $26,850.50 | $1.00 | $32,350.00 |
| | 72 | Workzone Pavement Markings (Non-Removal | LF | 1040 | $1.50 | $1,560.00 | $0.82 | $852.80 | $0.82 | $852.80 | $0.80 | $832.00 | $1.55 | $1,612.00 | $1.50 | $1,560.00 |
| | 73 | Workzone Pavement Markings (Non-Removal | LF | 286 | $4.50 | $1,287.00 | $3.53 | $1,009.58 | $3.53 | $1,009.58 | $4.00 | $1,144.00 | $4.13 | $1,181.18 | $4.60 | $1,315.60 |
| | 74 | Workzone Pavement Markings (Non-Removal | EACH | 12 | $97.00 | $1,164.00 | $100.14 | $1,201.68 | $100.14 | $1,201.68 | $120.00 | $1,440.00 | $72.27 | $867.24 | $97.00 | $1,164.00 |
| | 75 | Workzone Pavement Markings (Non-Removal | LF | 12 | $115.00 | $1,380.00 | $100.14 | $1,201.68 | $100.14 | $1,201.68 | $120.00 | $1,440.00 | $82.60 | $991.20 | $115.00 | $1,380.00 |
| | 76 | Constructing Detours (8 in Black Base) | SY | 11901 | $95.00 | $1,130,595.00 | $80.00 | $952,080.00 | $80.00 | $952,080.00 | $90.00 | $1,071,090.00 | $90.00 | $1,071,090.00 | $80.00 | $952,080.00 |
| | 77 | Eliminating Existing Pavement Markings (4 in | LF | 15000 | $0.41 | $6,150.00 | $0.53 | $7,950.00 | $0.53 | $7,950.00 | $0.60 | $9,000.00 | $1.03 | $15,450.00 | $0.40 | $6,000.00 |
| | 78 | Eliminating Existing Pavement Markings (12 | LF | 250 | $1.16 | $290.00 | $1.77 | $442.50 | $1.77 | $442.50 | $2.00 | $500.00 | $3.10 | $775.00 | $1.15 | $287.50 |
| | 79 | Eliminating Existing Pavement Markings (24 | LF | 120 | $2.30 | $276.00 | $4.12 | $494.40 | $4.12 | $494.40 | $4.00 | $480.00 | $5.16 | $619.20 | $2.30 | $276.00 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 80 | Low Profile Conrete Barrier Barrier (Furnish A | LF | 260 | $30.00 | $7,800.00 | $12.00 | $3,120.00 | $12.00 | $3,120.00 | $50.00 | $13,000.00 | $130.00 | $33,800.00 | $36.50 | $9,490.00 |
| | 81 | Low Profile Conrete Barrier Barrier (Relocate | LF | 260 | $7.00 | $1,820.00 | $15.00 | $3,900.00 | $15.00 | $3,900.00 | $12.00 | $3,120.00 | $33.00 | $8,580.00 | $36.50 | $9,490.00 |
| | 82 | Low Profile Conrete Barrier Barrier (Remove) | LF | 260 | $30.00 | $7,800.00 | $17.00 | $4,420.00 | $17.00 | $4,420.00 | $25.00 | $6,500.00 | $22.00 | $5,720.00 | $36.50 | $9,490.00 |
| | 83 | Furnish And Install Temporary Traffic Signal S | EACH | 6 | $91,000.00 | $546,000.00 | $93,514.00 | $561,084.00 | $93,514.00 | $561,084.00 | $100,000.00 | $600,000.00 | $79,375.00 | $476,250.00 | $90,900.00 | $545,400.00 |
| SIGNING AND STRIPING | | | | | | $169,126.75 | | $146,035.78 | | $146,035.78 | | $159,155.00 | | $158,691.43 | | $170,339.55 |
| | 84 | Signs | EACH | 150 | $430.00 | $64,500.00 | $351.67 | $52,750.50 | $351.67 | $52,750.50 | $400.00 | $60,000.00 | $450.00 | $67,500.00 | $430.00 | $64,500.00 |
| | 85 | Reflectorized Pavement Markings (Type I)(6 | LF | 2061 | $1.85 | $3,812.85 | $1.15 | $2,370.15 | $1.15 | $2,370.15 | $1.00 | $2,061.00 | $1.65 | $3,400.65 | $1.85 | $3,812.85 |
| | 86 | Delineators and Object Markers (Independen | EACH | 4 | $286.00 | $1,144.00 | $123.70 | $494.80 | $123.70 | $494.80 | $150.00 | $600.00 | $200.00 | $800.00 | $57.00 | $228.00 |
| | 87 | Retroreflectorized Pavement Markings (Type | LF | 150 | $1.70 | $255.00 | $0.88 | $132.00 | $0.88 | $132.00 | $1.00 | $150.00 | $1.19 | $178.50 | $1.70 | $255.00 |
| | 88 | Retroreflectorized Pavement Markings (Type | LF | 1750 | $1.22 | $2,135.00 | $1.00 | $1,750.00 | $1.00 | $1,750.00 | $1.00 | $1,750.00 | $1.14 | $1,995.00 | $1.20 | $2,100.00 |
| | 89 | Retroreflectorized Pavement Markings (Type | LF | 3160 | $1.70 | $5,372.00 | $1.00 | $3,160.00 | $1.00 | $3,160.00 | $1.00 | $3,160.00 | $1.19 | $3,760.40 | $1.70 | $5,372.00 |
| | 90 | Retroreflectorized Pavement Markings (Type | LF | 3551 | $1.00 | $3,551.00 | $0.82 | $2,911.82 | $0.82 | $2,911.82 | $1.00 | $3,551.00 | $1.14 | $4,048.14 | $1.00 | $3,551.00 |
| | 91 | Retroreflectorized Pavement Markings (Type | LF | 4259 | $1.10 | $4,684.90 | $0.82 | $3,492.38 | $0.82 | $3,492.38 | $1.00 | $4,259.00 | $1.14 | $4,855.26 | $1.10 | $4,684.90 |
| | 92 | Retroreflectorized Pavement Markings (Type | LF | 1530 | $2.50 | $3,825.00 | $1.53 | $2,340.90 | $1.53 | $2,340.90 | $1.50 | $2,295.00 | $2.06 | $3,151.80 | $2.50 | $3,825.00 |
| | 93 | Reflectorized Pavement Marking Type I (The | LF | 208 | $17.00 | $3,536.00 | $14.14 | $2,941.12 | $14.14 | $2,941.12 | $15.00 | $3,120.00 | $46.46 | $9,663.68 | $17.00 | $3,536.00 |
| | 94 | Retroreflectorized Pavement Markings (Type | LF | 3238 | $4.50 | $14,571.00 | $3.53 | $11,430.14 | $3.53 | $11,430.14 | $4.00 | $12,952.00 | $3.10 | $10,037.80 | $4.60 | $14,894.80 |
| | 95 | Retroreflectorized Pavement Markings (Type | LF | 574 | $9.00 | $5,166.00 | $10.01 | $5,745.74 | $10.01 | $5,745.74 | $11.00 | $6,314.00 | $5.16 | $2,961.84 | $9.30 | $5,338.20 |
| | 96 | Retroreflectorized Pavement Markings (Type | EACH | 2 | $280.00 | $560.00 | $300.42 | $600.84 | $300.42 | $600.84 | $350.00 | $700.00 | $123.90 | $247.80 | $280.00 | $560.00 |
| | 98 | Retroreflectorized Pavement Markings (Type | EACH | 2 | $665.00 | $1,330.00 | $500.71 | $1,001.42 | $500.71 | $1,001.42 | $550.00 | $1,100.00 | $361.36 | $722.72 | $665.00 | $1,330.00 |
| | 99 | Retroreflectorized Pavement Markings (Type | EACH | 19 | $220.00 | $4,180.00 | $188.50 | $3,581.50 | $188.50 | $3,581.50 | $200.00 | $3,800.00 | $123.90 | $2,354.10 | $220.00 | $4,180.00 |
| | 100 | Retroreflectorized Pavement Markings (Type | EACH | 25 | $260.00 | $6,500.00 | $194.39 | $4,859.75 | $194.39 | $4,859.75 | $225.00 | $5,625.00 | $144.54 | $3,613.50 | $265.00 | $6,625.00 |
| | 101 | Raised Pavement Markers (Type II-C-R) | EACH | 286 | $7.00 | $2,002.00 | $7.07 | $2,022.02 | $7.07 | $2,022.02 | $7.00 | $2,002.00 | $5.68 | $1,624.48 | $6.90 | $1,973.40 |
| | 102 | Raised Pavement Markers (White, Non-Refle | EACH | 286 | $7.00 | $2,002.00 | $5.89 | $1,684.54 | $5.89 | $1,684.54 | $6.00 | $1,716.00 | $5.16 | $1,475.76 | $6.90 | $1,973.40 |
| | 103 | Roadside Flashing Assemblies (Solar Powere | LS | 4 | $10,000.00 | $40,000.00 | $10,691.54 | $42,766.16 | $10,691.54 | $42,766.16 | $11,000.00 | $44,000.00 | $9,075.00 | $36,300.00 | $10,400.00 | $41,600.00 |
| TRAFFIC SIGNAL | | | | | | $285,092.50 | | $291,859.55 | | $291,859.55 | | $280,100.00 | | $247,726.75 | | $283,910.50 |
| | 104 | Class C Concrete (Signal Pole Foundations)(3 | VF | 17 | $350.00 | $5,950.00 | $353.44 | $6,008.48 | $353.44 | $6,008.48 | $350.00 | $5,950.00 | $300.00 | $5,100.00 | $345.00 | $5,865.00 |
| | 105 | Class C Concrete (Signal Pole Foundations)(3 | VF | 30 | $350.00 | $10,500.00 | $359.33 | $10,779.90 | $359.33 | $10,779.90 | $375.00 | $11,250.00 | $305.00 | $9,150.00 | $350.00 | $10,500.00 |
| | 106 | Furnish and Install Mast Arm Mounted R10-1 | EA | 1 | $830.00 | $830.00 | $854.14 | $854.14 | $854.14 | $854.14 | $800.00 | $800.00 | $725.00 | $725.00 | $830.00 | $830.00 |
| | 107 | Furnish and Install Mast Arm Mounted R3-4 | EA | 1 | $785.00 | $785.00 | $807.02 | $807.02 | $807.02 | $807.02 | $750.00 | $750.00 | $685.00 | $685.00 | $785.00 | $785.00 |
| | 108 | Furnish and Install "Market St" Illuminated S | EA | 1 | $4,900.00 | $4,900.00 | $5,007.06 | $5,007.06 | $5,007.06 | $5,007.06 | $4,500.00 | $4,500.00 | $4,250.00 | $4,250.00 | $4,870.00 | $4,870.00 |
| | 109 | Furnish and Install "Martin Luther King St" Il | EA | 2 | $6,000.00 | $12,000.00 | $6,214.64 | $12,429.28 | $6,214.64 | $12,429.28 | $5,750.00 | $11,500.00 | $5,275.00 | $10,550.00 | $6,040.00 | $12,080.00 |
| | 109a | Furnish and Install 2" Schedule 40 PVC Cond | LF | 180 | $20.00 | $3,600.00 | $20.03 | $3,605.40 | $20.03 | $3,605.40 | $19.00 | $3,420.00 | $17.00 | $3,060.00 | $20.00 | $3,600.00 |
| | 109b | Furnish and Install 2" (Bore) Schedule 40 PVC | LF | 175 | $20.00 | $3,500.00 | $20.03 | $3,505.25 | $20.03 | $3,505.25 | $19.00 | $3,325.00 | $17.00 | $2,975.00 | $20.00 | $3,500.00 |
| | 109c | Furnish and Install 3" Schedule 40 PVC Cond | LF | 15 | $72.00 | $1,080.00 | $73.93 | $1,108.95 | $73.93 | $1,108.95 | $65.00 | $975.00 | $62.75 | $941.25 | $72.00 | $1,080.00 |
| | 109d | Furnish and Install 4" Schedule 40 PVC Cond | LF | 135 | $25.00 | $3,375.00 | $25.62 | $3,458.70 | $25.62 | $3,458.70 | $24.00 | $3,240.00 | $21.75 | $2,936.25 | $25.00 | $3,375.00 |
| | 109e | Furnish and Install 4" (Bore) Schedule 40 PVC | LF | 175 | $25.00 | $4,375.00 | $25.62 | $4,483.50 | $25.62 | $4,483.50 | $24.00 | $4,200.00 | $21.75 | $3,806.25 | $25.00 | $4,375.00 |
| | 110 | Furnish and Install #4 AWG, XHHW (Stranded | LF | 55 | $6.00 | $330.00 | $5.89 | $323.95 | $5.89 | $323.95 | $6.00 | $330.00 | $5.00 | $275.00 | $5.75 | $316.25 |
| | 111 | Furnish and Install #8 AWG, Bare Copper (So | LF | 650 | $2.60 | $1,690.00 | $2.65 | $1,722.50 | $2.65 | $1,722.50 | $2.50 | $1,625.00 | $2.25 | $1,462.50 | $2.60 | $1,690.00 |
| | 112 | Furnish and Install #18 AWG Trace Wire | LF | 10 | $6.00 | $60.00 | $5.89 | $58.90 | $5.89 | $58.90 | $6.00 | $60.00 | $5.00 | $50.00 | $5.75 | $57.50 |
| | 113 | Furnish and Install 2/C #14 Stranded AWG (IN | LF | 825 | $2.70 | $2,227.50 | $2.77 | $2,285.25 | $2.77 | $2,285.25 | $2.60 | $2,145.00 | $2.35 | $1,938.75 | $2.70 | $2,227.50 |
| | 114 | Furnish and Install 4/C #14 Stranded AWG (IN | LF | 460 | $3.00 | $1,380.00 | $3.24 | $1,490.40 | $3.24 | $1,490.40 | $3.00 | $1,380.00 | $2.75 | $1,265.00 | $3.15 | $1,449.00 |
| | 115 | Furnish and Install 7/C #14 Stranded AWG (IN | LF | 805 | $4.00 | $3,220.00 | $3.95 | $3,179.75 | $3.95 | $3,179.75 | $4.00 | $3,220.00 | $3.35 | $2,696.75 | $3.85 | $3,099.25 |
| | 116 | Traffic Signal Pole Assemblies (Steel Strain Pe | EA | 1 | $13,000.00 | $13,000.00 | $13,253.97 | $13,253.97 | $13,253.97 | $13,253.97 | $12,000.00 | $12,000.00 | $11,250.00 | $11,250.00 | $12,880.00 | $12,880.00 |
| | 117 | Traffic Signal Pole Assemblies (Steel Strain Pe | EA | 2 | $14,000.00 | $28,000.00 | $14,432.10 | $28,864.20 | $14,432.10 | $28,864.20 | $13,000.00 | $26,000.00 | $12,250.00 | $24,500.00 | $14,000.00 | $28,000.00 |
| | 118 | Traffic Signal Pole Assemblies (Steel Mast Arı | EA | 1 | $6,300.00 | $6,300.00 | $6,568.08 | $6,568.08 | $6,568.08 | $6,568.08 | $6,000.00 | $6,000.00 | $5,575.00 | $5,575.00 | $6,400.00 | $6,400.00 |
| | 119 | Traffic Signal Pole Assemblies (Steel Mast Arı | EA | 1 | $9,000.00 | $9,000.00 | $9,159.97 | $9,159.97 | $9,159.97 | $9,159.97 | $9,000.00 | $9,000.00 | $7,775.00 | $7,775.00 | $8,900.00 | $8,900.00 |
| | 120 | Traffic Signal Pole Assemblies (Steel Mast Arı | EA | 1 | $9,500.00 | $9,500.00 | $9,866.84 | $9,866.84 | $9,866.84 | $9,866.84 | $10,000.00 | $10,000.00 | $8,375.00 | $8,375.00 | $9,600.00 | $9,600.00 |
| | 121 | Pedstal Pole Assemblies (Pedestal Pole 10 ft) | EA | 2 | $3,400.00 | $6,800.00 | $3,475.49 | $6,950.98 | $3,475.49 | $6,950.98 | $3,500.00 | $7,000.00 | $2,950.00 | $5,900.00 | $3,400.00 | $6,800.00 |
| | 122 | Traffic Signal Pole Assemblies (Luminaire Arr | EA | 2 | $2,500.00 | $5,000.00 | $2,574.22 | $5,148.44 | $2,574.22 | $5,148.44 | $2,400.00 | $4,800.00 | $2,185.00 | $4,370.00 | $2,500.00 | $5,000.00 |
| | 123 | Roadway Illumination Assemblies (LED Lumir | EA | 3 | $660.00 | $1,980.00 | $677.42 | $2,032.26 | $677.42 | $2,032.26 | $650.00 | $1,950.00 | $575.00 | $1,725.00 | $660.00 | $1,980.00 |
| | 124 | Traffic Signal Head (3 Section LED, 12 in Mas | EA | 4 | $1,200.00 | $4,800.00 | $1,266.49 | $5,065.96 | $1,266.49 | $5,065.96 | $1,200.00 | $4,800.00 | $1,075.00 | $4,300.00 | $1,230.00 | $4,920.00 |
| | 125 | Traffic Signal Head (3 Section LED, 12 in Mas | EA | 2 | $1,200.00 | $2,400.00 | $1,266.50 | $2,533.00 | $1,266.50 | $2,533.00 | $1,200.00 | $2,400.00 | $1,075.00 | $2,150.00 | $1,230.00 | $2,460.00 |
| | 126 | Traffic Signal Head (4 Section LED, 12 in Mas | EA | 1 | $1,500.00 | $1,500.00 | $1,549.24 | $1,549.24 | $1,549.24 | $1,549.24 | $1,500.00 | $1,500.00 | $1,315.00 | $1,315.00 | $1,500.00 | $1,500.00 |
| | 127 | Furnish and Install Backplate w/Ref Brdr(3-Se | EA | 6 | $280.00 | $1,680.00 | $288.64 | $1,731.84 | $288.64 | $1,731.84 | $275.00 | $1,650.00 | $245.00 | $1,470.00 | $280.00 | $1,680.00 |
| | 128 | Furnish and Install Backplate w/Ref Brdr(4-Se | EA | 1 | $350.00 | $350.00 | $359.33 | $359.33 | $359.33 | $359.33 | $350.00 | $350.00 | $305.00 | $305.00 | $350.00 | $350.00 |
| | 129 | Furnish and Install LED (AC Input Voltage) Sir | EA | 4 | $1,100.00 | $4,400.00 | $1,113.33 | $4,453.32 | $1,113.33 | $4,453.32 | $1,100.00 | $4,400.00 | $945.00 | $3,780.00 | $1,080.00 | $4,320.00 |
| | 130 | Furnish and Install Pedestrian Push Button St | EA | 4 | $2,000.00 | $8,000.00 | $2,091.18 | $8,364.72 | $2,091.18 | $8,364.72 | $2,000.00 | $8,000.00 | $1,775.00 | $7,100.00 | $2,030.00 | $8,120.00 |
| | 131 | Furnish and Install Pull Box (Type D) with Lid | EA | 3 | $1,500.00 | $4,500.00 | $1,531.57 | $4,594.71 | $1,531.57 | $4,594.71 | $1,500.00 | $4,500.00 | $1,300.00 | $3,900.00 | $1,490.00 | $4,470.00 |
| | 132 | Furnish and Install Ground Box with Lid and A | EA | 2 | $3,300.00 | $6,600.00 | $3,387.12 | $6,774.24 | $3,387.12 | $6,774.24 | $3,000.00 | $6,000.00 | $2,875.00 | $5,750.00 | $3,290.00 | $6,580.00 |
| | 133 | Furnish and Install Meter Pole, Service Loop | EA | 1 | $8,700.00 | $8,700.00 | $8,971.47 | $8,971.47 | $8,971.47 | $8,971.47 | $8,500.00 | $8,500.00 | $7,615.00 | $7,615.00 | $8,720.00 | $8,720.00 |
| | 134 | Furnish and Install A Traffic Signal System, Co | EA | 1 | $55,000.00 | $55,000.00 | $56,520.82 | $56,520.82 | $56,520.82 | $56,520.82 | $55,000.00 | $55,000.00 | $47,975.00 | $47,975.00 | $54,900.00 | $54,900.00 |
| | 135 | Furnish and Install PTZ Camera with Pole Mo | EA | 1 | $9,200.00 | $9,200.00 | $9,454.50 | $9,454.50 | $9,454.50 | $9,454.50 | $9,000.00 | $9,000.00 | $8,025.00 | $8,025.00 | $9,200.00 | $9,200.00 |
| | 136 | Furnish and Install Ethernet Cable CAT5E for | LF | 155 | $6.00 | $930.00 | $5.89 | $912.95 | $5.89 | $912.95 | $6.00 | $930.00 | $5.00 | $775.00 | $5.70 | $883.50 |
| | 137 | Furnish and Install Radar Detectior - Presenc | EA | 3 | $12,000.00 | $36,000.00 | $11,999.26 | $35,997.78 | $11,999.26 | $35,997.78 | $12,000.00 | $36,000.00 | $10,185.00 | $30,555.00 | $11,660.00 | $34,980.00 |
| | 138 | Furnish and Install Radar Detector Cable | LF | 550 | $3.00 | $1,650.00 | $2.95 | $1,622.50 | $2.95 | $1,622.50 | $3.00 | $1,650.00 | $2.50 | $1,375.00 | $2.85 | $1,567.50 |
| STORMWATER POLLUTION PREVENTION | | | | | | $289,747.00 | | $158,739.23 | | $158,739.23 | | $220,745.00 | | $158,042.00 | | $127,495.00 |
| | 139 | Sodding for Erosion Control | SY | 7355 | $9.00 | $66,195.00 | $1.77 | $13,018.35 | $1.77 | $13,018.35 | $2.00 | $14,710.00 | $6.40 | $47,072.00 | $2.00 | $14,710.00 |
| | 140 | Seeding for Erosion Control (Hydro-Mulch Se | ACRE | 8.1 | $2,000.00 | $16,200.00 | $2,827.51 | $22,902.83 | $2,827.51 | $22,902.83 | $2,500.00 | $20,250.00 | $2,400.00 | $19,440.00 | $1,900.00 | $15,390.00 |
| | 141 | Notice of Intent | EACH | 2 | $1,300.00 | $2,600.00 | $325.00 | $650.00 | $325.00 | $650.00 | $325.00 | $650.00 | $350.00 | $700.00 | $260.00 | $520.00 |
| | 142 | Temporary Sediment-Control Fence (Installat | LF | 2390 | $2.50 | $5,975.00 | $3.53 | $8,436.70 | $3.53 | $8,436.70 | $3.00 | $7,170.00 | $3.00 | $7,170.00 | $4.00 | $9,560.00 |
| | 143 | Biodegradable Erosion Control Logs (Installat | EACH | 88 | $30.00 | $2,640.00 | $206.17 | $18,142.96 | $206.17 | $18,142.96 | $150.00 | $13,200.00 | $175.00 | $15,400.00 | $183.00 | $16,104.00 |
| | 144 | Construction Exit (Installation 60%, Removal | SY | 1111 | $23.00 | $25,553.00 | $47.13 | $52,361.43 | $47.13 | $52,361.43 | $35.00 | $38,885.00 | $40.00 | $44,440.00 | $40.00 | $44,440.00 |
| | 145 | Concrete Truck Washout (Installation 60%, R | LS | 1 | $10,000.00 | $10,000.00 | $24,000.00 | $24,000.00 | $24,000.00 | $24,000.00 | $5,000.00 | $5,000.00 | $7,500.00 | $7,500.00 | $975.00 | $975.00 |
| | 146 | Gravel Bags for Erosion Control (Installation | EACH | 88 | $143.00 | $12,584.00 | $17.67 | $1,554.96 | $17.67 | $1,554.96 | $10.00 | $880.00 | $15.00 | $1,320.00 | $17.00 | $1,496.00 |
| | 147 | SWPPP Monitoring and Documentation | MONTH | 20 | $7,400.00 | $148,000.00 | $883.60 | $17,672.00 | $883.60 | $17,672.00 | $6,000.00 | $120,000.00 | $750.00 | $15,000.00 | $1,215.00 | $24,300.00 |
| BRIDGE | | | | | | $686,301.00 | | $670,164.00 | | $670,164.00 | | $588,299.00 | | $687,793.00 | | $630,629.60 |
| | 148 | 2" Dense-Graded Hot-Mix Asphalt Surface Co | TON | 59 | $475.00 | $28,025.00 | $377.00 | $22,243.00 | $377.00 | $22,243.00 | $250.00 | $14,750.00 | $600.00 | $35,400.00 | $425.00 | $25,075.00 |
| | 149 | Tack Coat (CSS-1H) | GAL | 200 | $15.00 | $3,000.00 | $10.00 | $2,000.00 | $10.00 | $2,000.00 | $5.00 | $1,000.00 | $5.00 | $1,000.00 | $4.30 | $860.00 |
| | 150 | Salvaging, Hauling, and Stockpiling Reclaimat | SY | 1089 | $12.00 | $13,068.00 | $5.00 | $5,445.00 | $5.00 | $5,445.00 | $5.00 | $5,445.00 | $4.00 | $4,356.00 | $12.70 | $13,830.30 |
| | 151 | Approach Slab (Class "A1" Concrete) | SY | 147 | $720.00 | $105,840.00 | $345.00 | $50,715.00 | $345.00 | $50,715.00 | $200.00 | $29,400.00 | $375.00 | $55,125.00 | $300.00 | $44,100.00 |
| | 152 | Bridge Median (Class "A2" Concrete) | SY | 214 | $215.00 | $46,010.00 | $165.00 | $35,310.00 | $165.00 | $35,310.00 | $180.00 | $38,520.00 | $213.00 | $45,582.00 | $204.00 | $43,656.00 |
| | 153 | Bridge Sidewalk (Class "A2" Concrete) | SY | 534 | $175.00 | $93,450.00 | $165.00 | $88,110.00 | $165.00 | $88,110.00 | $200.00 | $106,800.00 | $221.00 | $118,014.00 | $168.00 | $89,712.00 |
| | 154 | Cement Stabilized Sand (6") | SY | 149 | $100.00 | $14,900.00 | $49.00 | $7,301.00 | $49.00 | $7,301.00 | $70.00 | $10,430.00 | $18.00 | $2,682.00 | $148.00 | $22,052.00 |
| | 155 | Structural Steel (Misc Non-Bridge) | LB | 11898 | $11.00 | $130,878.00 | $12.00 | $142,776.00 | $12.00 | $142,776.00 | $13.00 | $154,674.00 | $13.00 | $154,674.00 | $8.35 | $99,348.30 |
| | 156 | Rail (Ty C402)(Mod-1) | LF | 400 | $290.00 | $116,000.00 | $380.00 | $152,000.00 | $380.00 | $152,000.00 | $240.00 | $96,000.00 | $300.00 | $120,000.00 | $331.99 | $132,796.00 |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 157 | Rail (Ty C402)(Mod-2) | LF | 430 | $295.00 | $126,850.00 | $380.00 | $163,400.00 | $380.00 | $163,400.00 | $240.00 | $103,200.00 | $300.00 | $129,000.00 | $320.00 | $137,600.00 |
| | 158 | Asphalt Plug Expansion Joint | LF | 72 | $115.00 | $8,280.00 | $12.00 | $864.00 | $12.00 | $864.00 | $390.00 | $28,080.00 | $305.00 | $21,960.00 | $300.00 | $21,600.00 |
| LANDSCAPING | | | | | | $225,993.00 | | $252,379.18 | | $252,379.18 | | $219,756.00 | | $376,845.00 | | $266,075.90 |
| | 159 | 4" Caliper Cedar Elm | EACH | 9 | $1,200.00 | $10,800.00 | $1,237.04 | $11,133.36 | $1,237.04 | $11,133.36 | $1,100.00 | $9,900.00 | $1,050.00 | $9,450.00 | $1,430.00 | $12,870.00 |
| | 160 | 45 Gallon Mexican Plum | EACH | 4 | $515.00 | $2,060.00 | $883.60 | $3,534.40 | $883.60 | $3,534.40 | $800.00 | $3,200.00 | $750.00 | $3,000.00 | $680.00 | $2,720.00 |
| | 161 | 3" Caliper Eastern Redbud | EACH | 7 | $915.00 | $6,405.00 | $1,060.32 | $7,422.24 | $1,060.32 | $7,422.24 | $900.00 | $6,300.00 | $900.00 | $6,300.00 | $695.00 | $4,865.00 |
| | 162 | 2" Caliper Natchez Crape Myrtle | EACH | 15 | $400.00 | $6,000.00 | $942.50 | $14,137.50 | $942.50 | $14,137.50 | $800.00 | $12,000.00 | $800.00 | $12,000.00 | $338.00 | $5,070.00 |
| | 163 | 3 Gallon Dwarf Yaupon Holly | EACH | 166 | $37.00 | $6,142.00 | $53.02 | $8,801.32 | $53.02 | $8,801.32 | $42.00 | $6,972.00 | $45.00 | $7,470.00 | $21.75 | $3,610.50 |
| | 164 | 1 Gallon Texas Lantana | EACH | 140 | $23.00 | $3,220.00 | $23.56 | $3,298.40 | $23.56 | $3,298.40 | $16.00 | $2,240.00 | $20.00 | $2,800.00 | $13.75 | $1,925.00 |
| | 165 | 3 Gallon Dwarf Purple Heavenly Bamboo | EACH | 61 | $40.00 | $2,440.00 | $53.02 | $3,234.22 | $53.02 | $3,234.22 | $42.00 | $2,562.00 | $45.00 | $2,745.00 | $27.50 | $1,677.50 |
| | 166 | 3 Gallon Pink Cloud Pink Muhly Grass | EACH | 243 | $40.00 | $9,720.00 | $53.02 | $12,883.86 | $53.02 | $12,883.86 | $42.00 | $10,206.00 | $45.00 | $10,935.00 | $20.60 | $5,005.80 |
| | 167 | 1 Gallon Mexican Feathergrass | EACH | 164 | $21.00 | $3,444.00 | $23.56 | $3,863.84 | $23.56 | $3,863.84 | $16.00 | $2,624.00 | $20.00 | $3,280.00 | $14.85 | $2,435.40 |
| | 168 | 1 Gallon Prostate Rosemary | EACH | 422 | $21.00 | $8,862.00 | $23.56 | $9,942.32 | $23.56 | $9,942.32 | $16.00 | $6,752.00 | $20.00 | $8,440.00 | $14.85 | $6,266.70 |
| | 169 | Benches (Gametime Model Series 1100-S111 | EACH | 10 | $3,400.00 | $34,000.00 | $4,123.46 | $41,234.60 | $4,123.46 | $41,234.60 | $3,400.00 | $34,000.00 | $5,000.00 | $50,000.00 | $3,645.00 | $36,450.00 |
| | 170 | Planting, Mulching, Boulders, Landscape Fab | LS | 1 | $6,900.00 | $6,900.00 | $47,125.22 | $47,125.22 | $47,125.22 | $47,125.22 | $48,000.00 | $48,000.00 | $50,925.00 | $50,925.00 | $17,180.00 | $17,180.00 |
| | 171 | Irrigation, including piping, pipe sleeves, spri | LS | 1 | $126,000.00 | $126,000.00 | $85,767.90 | $85,767.90 | $85,767.90 | $85,767.90 | $75,000.00 | $75,000.00 | $209,500.00 | $209,500.00 | $166,000.00 | $166,000.00 |
| CITY UTILITY | | | | | | $189,950.00 | | $266,100.00 | | $266,100.00 | | $277,000.00 | | $237,000.00 | | $231,198.85 |
| | 172 | Adjusting Manholes (Storm Sewer) | EA | 7 | $1,100.00 | $7,700.00 | $1,500.00 | $10,500.00 | $1,500.00 | $10,500.00 | $500.00 | $3,500.00 | $1,500.00 | $10,500.00 | $587.00 | $4,109.00 |
| | 173 | Adjusting Manholes (Sanitary Sewer) | EA | 5 | $1,100.00 | $5,500.00 | $2,000.00 | $10,000.00 | $2,000.00 | $10,000.00 | $500.00 | $2,500.00 | $1,500.00 | $7,500.00 | $587.00 | $2,935.00 |
| | 174 | Adjusting Valve Boxes/Meter Boxes | EA | 15 | $350.00 | $5,250.00 | $1,000.00 | $15,000.00 | $1,000.00 | $15,000.00 | $400.00 | $6,000.00 | $600.00 | $9,000.00 | $586.99 | $8,804.85 |
| | 175 | Adjusting Waterlines around conflicts (up to | LF | 500 | $150.00 | $75,000.00 | $170.00 | $85,000.00 | $170.00 | $85,000.00 | $200.00 | $100,000.00 | $220.00 | $110,000.00 | $240.00 | $120,000.00 |
| | 176 | Adjusting Waterlines around conflicts (larger | LF | 300 | $250.00 | $75,000.00 | $300.00 | $90,000.00 | $300.00 | $90,000.00 | $500.00 | $150,000.00 | $270.00 | $81,000.00 | $270.00 | $81,000.00 |
| | 177 | Remove Existing Fire Hydrant and Relocate p | EA | 5 | $4,300.00 | $21,500.00 | $11,120.00 | $55,600.00 | $11,120.00 | $55,600.00 | $3,000.00 | $15,000.00 | $3,800.00 | $19,000.00 | $2,870.00 | $14,350.00 |
| CENTERPOINT STREETLIGHTS | | | | | | $83,000.00 | | $85,661.71 | | $85,661.71 | | $82,600.00 | | $72,715.00 | | $83,120.00 |
| | 178 | 2" Schedule 80 PVC Conduit Including Pulling | LF | 2900 | $14.00 | $40,600.00 | $14.43 | $41,847.00 | $14.43 | $41,847.00 | $14.00 | $40,600.00 | $12.25 | $35,525.00 | $14.00 | $40,600.00 |
| | 179 | Centerpoint Pull Box | EA | 4 | $1,100.00 | $4,400.00 | $1,160.46 | $4,641.84 | $1,160.46 | $4,641.84 | $1,000.00 | $4,000.00 | $985.00 | $3,940.00 | $1,130.00 | $4,520.00 |
| | 180 | Streetlight Foundation Per Centerpoint Deta | CY | 19 | $2,000.00 | $38,000.00 | $2,061.73 | $39,172.87 | $2,061.73 | $39,172.87 | $2,000.00 | $38,000.00 | $1,750.00 | $33,250.00 | $2,000.00 | $38,000.00 |
| EXTRA WORK | | | | | | $457,900.00 | | $443,600.00 | | $443,600.00 | | $427,000.00 | | $456,040.00 | | $415,160.00 |
| | 181 | Concrete Seal Slab (6") (Min Bid $35/SY) | SY | 500 | $40.00 | $20,000.00 | $35.00 | $17,500.00 | $35.00 | $17,500.00 | $35.00 | $17,500.00 | $70.00 | $35,000.00 | $57.00 | $28,500.00 |
| | 182 | Reinforced Concrete Pavement, High Early St | SY | 500 | $120.00 | $60,000.00 | $120.00 | $60,000.00 | $120.00 | $60,000.00 | $100.00 | $50,000.00 | $110.00 | $55,000.00 | $100.00 | $50,000.00 |
| | 183 | Reinforced Concrete Pavement, High Early St | SY | 500 | $140.00 | $70,000.00 | $135.00 | $67,500.00 | $135.00 | $67,500.00 | $120.00 | $60,000.00 | $120.00 | $60,000.00 | $111.00 | $55,500.00 |
| | 184 | Borrow (Minimum: $20/CY) | CY | 500 | $35.00 | $17,500.00 | $20.00 | $10,000.00 | $20.00 | $10,000.00 | $20.00 | $10,000.00 | $23.00 | $11,500.00 | $20.00 | $10,000.00 |
| | 185 | Excavation (Special)(Minimum: $15/CY) | CY | 300 | $31.00 | $9,300.00 | $15.00 | $4,500.00 | $15.00 | $4,500.00 | $15.00 | $4,500.00 | $25.00 | $7,500.00 | $15.00 | $4,500.00 |
| | 186 | Cement Stabilized Sand, Min Bid $10/SY | SY | 500 | $34.00 | $17,000.00 | $15.00 | $7,500.00 | $15.00 | $7,500.00 | $20.00 | $10,000.00 | $17.00 | $8,500.00 | $10.00 | $5,000.00 |
| | 187 | Well-Pointing Installation, Min Bid $30/LF | LF | 2000 | $30.00 | $60,000.00 | $30.00 | $60,000.00 | $30.00 | $60,000.00 | $30.00 | $60,000.00 | $50.00 | $100,000.00 | $30.00 | $60,000.00 |
| | 188 | Construction Safety Fence, as Directed by the | LF | 2000 | $2.00 | $4,000.00 | $2.00 | $4,000.00 | $2.00 | $4,000.00 | $5.00 | $10,000.00 | $2.00 | $4,000.00 | $5.00 | $10,000.00 |
| | 189 | Uniformed Law Enforcement Officer (Minim | HOUR | 1500 | $65.00 | $97,500.00 | $65.00 | $97,500.00 | $65.00 | $97,500.00 | $65.00 | $97,500.00 | $65.00 | $97,500.00 | $65.00 | $97,500.00 |
| | 190 | Site Specific Health and Safety Plan | LS | 1 | $4,000.00 | $4,000.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $10,000.00 | $10,000.00 | $500.00 | $500.00 | $5,800.00 | $5,800.00 |
| | 191 | Disposal of contaminated liquids for Class 1 f | GAL | 500 | $32.00 | $16,000.00 | $1.00 | $500.00 | $1.00 | $500.00 | $3.00 | $1,500.00 | $1.00 | $500.00 | $1.15 | $575.00 |
| | 192 | Disposal of contaminated liquids for Class 2 f | GAL | 500 | $44.00 | $22,000.00 | $1.00 | $500.00 | $1.00 | $500.00 | $3.00 | $1,500.00 | $1.00 | $500.00 | $1.15 | $575.00 |
| | 193 | Disposal of contaminated soils for Class 1 No | TON | 500 | $35.00 | $17,500.00 | $115.00 | $57,500.00 | $115.00 | $57,500.00 | $75.00 | $37,500.00 | $35.00 | $17,500.00 | $77.00 | $38,500.00 |
| | 194 | Disposal of contaminated soils for Class 2 No | TON | 500 | $45.00 | $22,500.00 | $77.00 | $38,500.00 | $77.00 | $38,500.00 | $50.00 | $25,000.00 | $50.00 | $25,000.00 | $54.00 | $27,000.00 |
| | 195 | Waste Management and Disposal Plan | LS | 1 | $1,000.00 | $1,000.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $6,000.00 | $6,000.00 | $5,000.00 | $5,000.00 | $6,000.00 | $6,000.00 |
| | 196 | Railroad Flagger | HR | 64 | $150.00 | $9,600.00 | $150.00 | $9,600.00 | $150.00 | $9,600.00 | $250.00 | $16,000.00 | $210.00 | $13,440.00 | $165.00 | $10,560.00 |
| | 197 | Railroad Right of Entry and RR Protective Ins | LS | 1 | $10,000.00 | $10,000.00 | $1,500.00 | $1,500.00 | $1,500.00 | $1,500.00 | $10,000.00 | $10,000.00 | $14,600.00 | $14,600.00 | $5,150.00 | $5,150.00 |
| Base Bid Total: | | | | | | $22,873,848.35 | | $22,898,767.00 | | $22,898,767.00 | | $23,398,590.00 | | $25,662,642.30 | | $25,968,316.95 |

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

RDWY2005 - Market Street Revitalization Project

**Project Name:**

**Company Name:** Carter Construction, LLC

**Department:** Public Works/Engineering/BAWA

**Date:** 08/07/2026 **Council Date:** 08/27/2026

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.

_____ 08/07/2026

Director of Finance Date

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

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

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

CITY COUNCIL MEETING 7. v.

**Meeting Date:** 08/27/2026
**Subject:** Renewal of Brokerage Agreement with Alliant Insurance Services, Inc.
**Prepared for:** Joey Lopez, Human Resources **Prepared by:** Ava Hudnall, Human Resources
**Department:** Human Resources

## Information

### ITEM

Consider an ordinance authorizing Alliant Insurance Services, Inc. to provide insurance brokerage services for Fiscal Year 2026-2027 by authorizing year three of a three-year agreement.

### PREFACE

This ordinance authorizes payment to Alliant Insurance Services, Inc. in an amount not to exceed $24,000.00 for brokerage services related to insurance for Fiscal Year 2026-2027. The services include coordination of cyber liability insurance, excess workers compensation insurance, national flood insurance program placements, and various building property and liability coverage assistance.

The City has elected to remain with Alliant Insurance Services, Inc. The City has been partnered with Alliant Insurance Services, Inc. since 2024 for brokerage services.

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2027 |
| **Acct Code:** | 64006052-55001 |
| **Source of Funds (Operating/Capital/Bonds):** | Operating |
| **Funds Budgeted Y/N:** | Y |
| **Amount Needed:** | $24000.00 |
| **Fiscal Impact (Additional Information):** | |

## Attachments

Ordinance Authorizing Payment for Alliant for Year 3 Broker Services Agreement
Alliant - Contract Renewal Letter
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS ($24,000) TO ALLIANT INSURANCE SERVICES, INC FOR YEAR THREE OF A THREE-YEAR AGREEMENT FOR BROKERAGE RELATED SERVICES TO INCLUDE COORDINATION OF THE CITY'S CYBER LIABILITY INSURANCE, EXCESS WORKERS COMPENSATION INSURANCE, NATIONAL FLOOD INSURANCE PROGRAM PLACEMENTS, AND VARIOUS BUILDING, PROPERTY, AND LIABILITY COVERAGE ASSISTANCE; 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 authorizes payment in an amount not to exceed TWENTY-FOUR THOUSAND AND NO/100 DOLLARS ($24,000.00) to Alliant Insurance Services, Inc for year three of a three-year agreement for brokerage related services including coordination of the City's cyber liability insurance, excess workers compensation insurance, national flood insurance program placements, and various building, property, and liability coverage assistance

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 27th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

# CITY OF BAYTOWN

HUMAN RESOURCES

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

July 9, 2026

Alliant Insurance Services, Inc.
Attn: Carleen Patterson
18100 Von Karman Ave.
10th Floor
Irvine, CA 92612

Re: Renewal of Agreement between Alliant Insurance Services, Inc. and the City of Baytown

Ms. Patterson,

Pursuant to the terms of the above Agreement entered into on October 1, 2024, between the City of Baytown and Alliant Insurance Services, Inc., this will serve to confirm the City's desire to exercise its third year under paragraph XIII. Term to renew the Agreement under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on October 1, 2027.

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**:
Carleen Patterson/Alliant Insurance Services, Inc.

_____ JULY 13, 2026
(Signature) (Date)

CARLEEN PATTERSON
(Printed Name)

SENIOR VICE PRESIDENT
(Title)

# CITY OF BAYTOWN, TEXAS
# INDEBTEDNESS CERTIFICATION

**Project Name:** Renewal of Brokerage Agreement with Alliant Insurance Services, Inc.

**Company Name:** Alliant Insurance Services

**Department:** Human Resources

**Date:** 08/10/2026 **Council Date:** 08/27/2026

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 McLeod — Director of Finance

08/10/2026 — Date

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

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

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

CITY COUNCIL MEETING 8. a.

**Meeting Date:** 08/27/2026
**Subject:** Appointments to the Baytown Area Water Authority
**Prepared for:** Angela Jackson, City Clerk's Office
**Prepared by:** Miriam Hernandez, City Clerk's Office
**Department:** City Clerk's Office

## Information

### ITEM

Consider a resolution authorizing two (2) appointments to the Baytown Area Water Authority.

### PREFACE

The Baytown Area Water Authority presides over the City's wholesale supplier of water utilities and its facilities, equipment and supplies.

This item allows City Council to consider two (2) appointments to the Baytown Area Water Authority.

Below is a list of the current members whose terms are set to expire.

| Name | District/Position | Current Term | Term Being Appointed |
|---|---|---|---|
| Brenda Bradley Smith | At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| Alyssa Linares | At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |

CITY COUNCIL MEETING 8. b.

**Meeting Date:** 08/27/2026
**Subject:** Appointment to the 2025 Bond Oversight Committee
**Prepared by:** Gabriella Gonzales, City Clerk's Office
**Department:** City Clerk's Office

**Information**

## ITEM

Consider a resolution authorizing one (1) appointment to the 2025 Bond Oversight Committee.

## PREFACE

This item authorizes a resolution to appoint one (1) member to the 2025 Bond Oversight Committee to review and report on how the voter-approved 2025 bond funds are spent.

The duties will include the following:

- Financial review, including how much and when the bond revenue was spent on the approved projects.
- Project review, including timelines for completion of each project.

This committee will have quarterly meetings and biannual reports to the council. The Mayor and each Council Member will have one (1) At-Large appointment. Members appointed to this committee may serve on one additional Council-appointed board.

CITY COUNCIL MEETING 8. c.

**Meeting Date:** 08/27/2026
**Subject:** Appointments to the Parks and Recreation Advisory Board
**Prepared for:** Angela Jackson, City Clerk's Office
**Prepared by:** Miriam Hernandez, City Clerk's Office
**Department:** City Clerk's Office

## Information

### ITEM

Consider a resolution authorizing two (2) appointments to the Parks and Recreation Advisory Board.

### PREFACE

The Parks and Recreation Advisory Board studies the parks and recreational facilities and policies of the City of Baytown and makes recommendations to City Council on any changes, modifications, and other improvements needed.

This item allows City Council to consider two (2) appointments to the Parks and Recreation Advisory Board. Below are the current positions to consider:

| Name | District/ Position | Current Term | Term Being Appointed |
|---|---|---|---|
| Agustin Loredo | District 1 | 9/1/2023 - 8/31/2026 | 9/1/2026 - 8/31/2029 |
| Thomas Capetillo | District 4 | 9/1/2023 - 8/31/2026 | 9/1/2026 - 8/31/2029 |

CITY COUNCIL MEETING 8. d.

**Meeting Date:** 08/27/2026
**Subject:** Appointments to Baytown Crime Control and Prevention District
**Prepared for:** Angela Jackson, City Clerk's Office
**Prepared by:** Miriam Hernandez, City Clerk's Office
**Department:** City Clerk's Office

## Information

### ITEM

Consider a resolution authorizing four (4) appointments to the Baytown Crime Control and Prevention District.

### PREFACE

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

This item allows City Council to consider four (4) appointments to the Baytown Crime Control and Prevention District.

Below are the current positions to consider:

| Name | District/Position | Current Term | Term Being Appointed |
|---|---|---|---|
| Loretta White | District 1 At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| Charles Eugene Murrell | District 3 At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| David Start, Jr. | District 5 At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| Vacant | District 6 At-Large | 9/1/2025 - 8/31/2027 | 9/1/2025 - 8/31/2027 |

CITY COUNCIL MEETING 8. e.

**Meeting Date:** 08/27/2026
**Subject:** Appointments to the Fire Control, Prevention & EMS District
**Prepared by:** Gabriella Gonzales, City Clerk's Office
**Department:** City Clerk's Office

## Information

### ITEM

Consider a resolution authorizing four (4) appointments to the Fire Control, Prevention & Emergency Medical Services District.

### PREFACE

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

This item allows City Council to consider four (4) appointments for the Fire Control, Prevention & Emergency Medical Services District.

Below are the current positions to consider:

| Name | Position | Current Term | Term Being Appointed |
|---|---|---|---|
| Jamari Gilbert | District 2 At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| Barry Hawkins | District 5 At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| Vacant | Mayor At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |
| Vacant | District 6 At-Large | 9/1/2024 - 8/31/2026 | 9/1/2026 - 8/31/2028 |

## Attachments

Resolution Authorizing Appointment to the Fire Control, Prevention & Emergency Medical Service District

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ TO THE FIRE CONTROL, PREVENTION & EMERGENCY MEDICAL SERVICES DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, Chapter 344 of the Texas Local Government Code provides for the appointment of the Board of Directors to the Fire Control, Prevention & Emergency Medical Services District (District); NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown hereby appoints _____ to the Fire Control, Prevention & Emergency Medical Services District, with a term expiring on _____, 2028.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the_____ day of ____ 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 8. f.

**Meeting Date:** 08/27/2026
**Subject:** Appointments to the Tax Increment Reinvestment Zone Number One and Baytown Redevelopment Authority
**Prepared for:** Angela Jackson, City Clerk's Office
**Prepared by:** Miriam Hernandez, City Clerk's Office
**Department:** City Clerk's Office

## Information

### ITEM

Consider a resolution authorizing four (4) appointments to the Tax Increment Reinvestment Zone (TIRZ) Number One and Baytown Redevelopment Authority (BRA).

### PREFACE

The Authority is organized for the purpose of aiding, assisting and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the area included in Baytown Tax Increment Reinvestment Zone One and neighboring areas.

This item allows City Council to consider four (4) appointments to the Tax Increment Reinvestment Zone (TIRZ) Number One and Baytown Redevelopment Authority (BRA).

Below is a list of current positions to consider:

| Name | Position | Current Term | Term Being Appointed |
|---|---|---|---|
| Karen Arabie | District 3 At-Large | 09/01/2024 - 08/31/2026 | 09/01/2026 - 08/31/2028 |
| Kyle Carrier | District 5 At-Large | 09/01/2024 - 08/31/2026 | 09/01/2026 - 08/31/2028 |
| Rick Davis | District 1 At-Large | 09/01/2024 - 08/31/2026 | 09/01/2026 - 08/31/2028 |
| Gina Guillory | Harris County | 09/01/2024 - 08/31/2026 | 09/01/2026 - 08/31/2028 |

## Fiscal Impact

**Fiscal Year:**
**Acct Code:**
**Source of Funds (Operating/Capital/Bonds):**
**Funds Budgeted Y/N:**
**Amount Needed:**
**Fiscal Impact (Additional Information):**
There is no fiscal impact associated with this item.

## Attachments

Resolution Authorizing Four (4) Appointments to the Tax Increment Reinvestment Zone (TIRZ) Number One and Baytown Redevelopment Authority (BRA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ TO THE BAYTOWN TAX INCREMENT REINVESTMENT ZONE NUMBER ONE AND BAYTOWN REDEVELOPMENT AUTHORITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**********

WHEREAS, Chapter 311 of the Texas Tax Code provides for the appointment of a Board of Directors to the Baytown Tax Increment Reinvestment Zone Number 1; and

WHEREAS, Subchapter D of Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code provide for the appoint of a Board of Directors to the Baytown Redevelopment Authority; and

WHEREAS, the Board of Directors for the Baytown Tax Increment Reinvestment Zone Number One and the Baytown Redevelopment Authority are comprised of the same members, NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown, Texas hereby appoints six (4) members to the Board of Directors Baytown Tax Increment Reinvestment Zone Number One and Baytown Redevelopment Authority as follows:

A. _____ is appointed to serve as a Member of the Board of Directors Baytown Tax Increment Reinvestment Zone Number One and Baytown Redevelopment Authority with a term expiring on _____;

B. _____ is appointed to serve as a Member of the Board of Directors Baytown Tax Increment Reinvestment Zone Number One and Baytown Redevelopment Authority with a term expiring on _____;

C. _____ is appointed to serve as a Member of the Board of Directors Baytown Tax Increment Reinvestment Zone Number One and Baytown Redevelopment Authority with a term expiring on _____;

D. _____ is appointed to serve as a Member of the Board of Directors Baytown Tax Increment Reinvestment Zone Number One and Baytown Redevelopment Authority with a term expiring on _____;

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the ____ day of _____, 202__.

_____

CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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CITY COUNCIL MEETING 11. a.

**Meeting Date:** 08/27/2026
**Subject:** Executive session - Sections 551.072
**Prepared by:** Gabriella Gonzales, City Clerk's Office
**Department:** City Clerk's Office

## Information

### ITEM

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

### PREFACE

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

CITY COUNCIL MEETING 11. b.

**Meeting Date:** 08/27/2026
**Subject:** Executive Session pursuant to Section 551.071
**Prepared by:** Gabriella Gonzales, City Clerk's Office
**Department:** City Clerk's Office

**Information**

## ITEM

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

## PREFACE

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

CITY COUNCIL MEETING 11. c.

**Meeting Date:** 08/27/2026

**Subject:** Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding duties and goals of the City Manager.

**Prepared for:** Jason Reynolds, City Management

**Prepared by:** Gabriella Gonzales, City Clerk's Office

**Department:** City Clerk's Office

## Information

### ITEM

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

### PREFACE