CITY OF BAYTOWN
NOTICE OF MEETING

THE CITY COUNCIL OF THE CITY OF BAYTOWN AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT WILL PARTICIPATE IN A JOINT MEETING THURSDAY, SEPTEMBER 24, 2026 6:30 P.M. COUNCIL CHAMBER, CITY HALL 2401 MARKET STREET, BAYTOWN, TEXAS 77520

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION
Council Member Mike Lester, District No. 6

1. CITIZEN COMMENTS

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

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

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

b. Recess into an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the Municipal Development Districts (MDD) Attorney(s) regarding pending or contemplated litigation.
This allows City Council to recess into an executive session to seek the advice of the MDD's Attorney(s) regarding pending or contemplated litigation.

c. Consider a resolution authorizing a First Amendment to the Engagement of Whitehead & Wilson, PLLC for legal services.
The proposed resolution authorizes a First Amendment to the Engagement of Whitehead & Wilson, PLLC. Stewart Whitehead, an attorney who has represented the MDD as an attorney with Winstead PC has left the firm to form Whitehead & Wilson, PLLC. In order to immediately continue the relationship with Mr. Whitehead, the General Counsel entered into a short-term agreement within his authority as Director of the Legal Department. The proposed resolution allows the MDD to continue its relationship with Mr. Whitehead on a long term basis. The budget impact is anticipated to be net zero.

d. Consider a resolution authorizing a Professional Services Agreement with RubinBrown, LLC to perform audit services for the Hyatt Regency Baytown-Houston Project.
This proposed resolution authorizes RubinBrown LLP to conduct an audit of the accounts and financial statements for the Hyatt Regency Baytown-Houston for the years ended September 2026, September 2027, September 2028.

Per the indenture, it is a legal requirement to have the hotel audited by an audit firm of recognized national standing in the hotel industry.

The total not to exceed amount for the three-year term of the agreement is $156,000.00. The annual appropriation for FY 2027 is $52,000. Subsequent years' payments are subject to annual appropriation by the Municipal Development District. No obligation exists beyond current appropriations.

e. Receive the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston.
The proposed resolution allows the City Council and the Municipal Development District (MDD) to receive the Fiscal Year 2026-2027 Operating and Capital budget for the Hyatt Regency Baytown-Houston.

f. Consider a resolution adopting the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston.
This resolution adopts the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston.

3. CITY COUNCIL ITEMS - MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Regular Meeting held on August 27, 2026.
Consider approving the minutes of the City Council Work Session and City Council Regular Meeting held on August 27, 2026.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

30 Years of Service		
Steven Auld	Fire	Fire Captain

b. Recognize the City of Baytown's Citizens On Patrol.
The City of Baytown’s Citizens On Patrol (COP) program works to improve safety in Baytown by providing assistance to the Police Department. Members of the Citizens On Patrol are trained volunteers who actively serve the community and increase cooperation between citizens and police officers.

5. PUBLIC HEARINGS

a. Consider an ordinance regarding a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC), of the Baytown Code of Ordinances to revise Division 2.3 Use Standards and Division 10.2 Definitions of the ULDC, regarding data centers.
Rapid growth in AI, cloud computing, and digital services is driving unprecedented demand for large-scale data centers, while communities are confronting questions about land use, power, water, infrastructure, noise, and economic impacts. This amendment would establish a clear working definition of a data center so that these facilities are consistently identified and regulated rather than falling into ambiguous or outdated industrial use categories. This would also establish minimum standards to give a predictable framework for evaluating proposals, protect the surrounding community and infrastructure, and provide certainty to responsible data center developers. Staff will revisit these regulations once more information is available.

b. Conduct a public hearing regarding a request for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC), of the Baytown Code of Ordinances to revise Division 2.3 Use Standards and Division 10.2 Definitions of the ULDC, regarding data centers.
Rapid growth in AI, cloud computing, and digital services is driving unprecedented demand for large-scale data centers, while communities are confronting questions about land use, power, water, infrastructure, noise, and economic impacts. This amendment would establish a clear working definition of a data center so that these facilities are consistently identified and regulated rather than falling into ambiguous or

outdated industrial use categories. This would also establish minimum standards to give a predictable framework for evaluating proposals, protect the surrounding community and infrastructure, and provide certainty to responsible data center developers. Staff will revisit these regulations once more information is available.

Full staff report is attached.

6. PROPOSED ORDINANCES

a. Consider an ordinance for the first reading of the proposed voluntary annexation of approximately 60 acres at 5359 East Grand Parkway South.
This proposed ordinance is for the first reading for the proposed annexation of approximately 60 acres, located at 5359 East Grand Parkway South, legally described as Tract 17-2-12, Abstract 227 John Steele Survey and Tract 1-1B-3 Abstract 229, Thomas Shepherd, Chambers County, Texas.

City Council held a public hearing for the annexation of the subject area on August 27, 2026. Notice of the public hearing was posted on the City of Baytown's notice board and website on August 14, 2026, and published in The Baytown Sun on August 16, 2026.

The second and final reading of the ordinance and placement into a City Council District is to be held before City Council on October 22, 2026.

The supporting documents are attached for review.

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 abandonment and sale of the City's interest in a 0.19-acre portion of Allman Street situated in the William Scott Lower League, Abstract No. 65, Harris County, Texas and authorizing a Quitclaim Deed to Kubik Enterprises, Ltd.
Kubik Enterprises, Ltd. has petitioned the City to abandon and convey an unimproved 0.19-acre portion of Allman Street, formerly known as Sixth Street, located south of Travis Street. The property is situated in the William Scott Lower League, Abstract No. 65, Harris County, Texas, and is more particularly described in Exhibit "A" to the ordinance.

The applicant requested the abandonment to provide future access to City utilities and emergency access in support of the continued development of its adjacent property. The property was appraised at $19,000. CenterPoint Energy has no objection to the abandonment because a separate easement has been recorded to accommodate its existing facilities. Additionally, all City utilities (water, wastewater and storm water) are unaffected. Therefore, if this ordinance is approved and upon receipt of $19,000.00 from the Petitioner, the City will issue a Quitclaim Deed to Kubik Enterprises, Ltd.

The ordinance abandons the City's interest in the property and authorizes the Mayor to execute a Quitclaim Deed conveying the property to Kubik Enterprises, Ltd.

b. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Palo Verde Partners Development, LLC.
The proposed ordinance authorizes a Chapter 380 Economic Development Agreement between the City of Baytown and Palo Verde Partners Development, LLC to support the development of a new full-service coffeehouse and drive-thru facility in District 6.

This project represents a significant commercial investment along the City's N. Alexander Drive corridor to stimulate the local economy, expand the tax base, and enhance retail and dining options in District 6.

Key Terms of the Agreement
Under the terms of the agreement, Palo Verde Partners Development, LLC will:

- Construct a 1,900-square-foot full-service coffeehouse or similar retail/restaurant concept with a drive-thru facility, featuring premium exterior facades, architectural accent lighting, and enhanced site landscaping.
- Invest a minimum of $2,000,000 in site development and facility improvements.
- Maintain a Minimum Taxable Valuation Floor of $2,250,000 for Tax Years 1 through 5.
- Create and retain a minimum of five (5) Full-Time Equivalent (FTE) jobs within 90 days of opening.
- Submit annual reporting to document ongoing program compliance.

In exchange for meeting all performance milestones, the City of Baytown will convey a 1.0-acre tract located at 1800 N. Alexander Drive (appraised at approximately $229,126).

c. Consider an ordinance authorizing the third Budget Amendment to the Fiscal Year 2025-2026 Adopted Budget.

The purpose of this agenda item is to consider an ordinance amending the Fiscal Year 2025-26 Adopted Budget to authorize the budget adjustments. These adjustments include allocations for expenses related to carryforward budget adjustments from FY25, grant budget modifications, capital improvement project (CIP) budget rollovers, and other necessary financial realignments.

Approval of this ordinance ensures that appropriations remain aligned with operational requirements, legal obligations, and programmatic needs while maintaining compliance with the City Charter's balanced budget provisions. The proposed amendments provide the flexibility to address unforeseen expenditures and funding adjustments as the fiscal year closes.

d. Consider an ordinance authorizing a change order authorizing payment for administration of the City employee medical health plan with UnitedHealthcare Inc.

This item is requesting authorization for approval of a change order to the 2026 calendar year agreement with UnitedHealthcare Inc., who is the Third-Party Administrator for the City employee medical coverage. The adjustment aligns the contract authorization with the vendor's calendar-year service period while appropriately allocating expenditures across Fiscal Year 2026 and Fiscal Year 2027. The change order does not represent an expansion of services, but rather ensures sufficient contract authority for administrative fees and other plan services provided under the UnitedHealthcare Inc. contract for the full calendar year. This proposed ordinance authorizes a change order for administration of the City employee medical plan with UnitedHealthcare Inc., in the amount of $250,000.00, for costs associated with administrative fees and plan services. The original ordinance was authorized for $800,000. The change order will authorize a final total not to exceed $1,050,000.00 for administrative fees and plan services during the Fiscal Year 2026 (October - September) and Fiscal Year 2027 (October - December) periods.

e. Consider an ordinance for Amendment No. 20 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

This proposed ordinance authorizes Amendment No. 20 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown. On July 8, 2008, the City and Harris County entered into an agreement regarding the provision of fixed-route bus service in the City of Baytown for one year.

This amendment extends the term of the agreement through September 20, 2027, and requires the City to pay $250,000.00 to the County. All the other terms and conditions of the interlocal agreement as last amended remain the same.

f. Consider an ordinance authorizing the purchase of library digital publications and ancillary services from Overdrive, Inc.

This proposed ordinance authorizes the purchase of library digital publications and ancillary services from Overdrive, Inc. in an amount not to exceed $60,000.

g. Consider an ordinance authorizing the purchase of library publications, materials, and ancillary services from Ingram Library Services, LLC.

This proposed ordinance authorizes the purchase of library publications, materials and ancillary services from Ingram Library Services, LLC in an amount not to exceed $76,500 using the State of Texas contract

through Texas SmartBuy, contract 715-M2.

h. Consider an ordinance amending the City of Baytown utility rates.

The proposed ordinance amends utility rates in response to the increased cost of wholesale water, maintenance, supplies, equipment and personnel costs.

This item supports the Council's goals and priorities to invest in the highest quality infrastructure that serves the needs of our residents and supports the ongoing private investment. To ensure these priorities are met, the necessary increase to support this investment is included in the FY27 budget, providing the resources required to deliver and maintain these improvements at the highest standard.

i. Consider an ordinance authorizing an annual renewal with DEL-SOL Group, LLC for City Wide Janitorial Services.
This proposed ordinance approves an annual service agreement with DEL-SOL Group, LLC for City Wide Janitorial Services in the amount of $$392,271.00.

j. Consider an ordinance authorizing the second and final renewal of the Liquid Sodium Hydroxide chemical contract with Univar Solutions USA, LLC.
This proposed ordinance authorizes the second and final renewal of the Liquid Sodium Hydroxide chemical contract with Univar Solutions USA, LLC., for an amount not to exceed $267,782.64.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

k. Consider an ordinance authorizing the second and final renewal of the Liquid Cationic Polymer chemical contract with Polydyne Inc.
This proposed ordinance authorizes the second and final renewal of the Liquid Cationic Polymer chemical contract with Polydyne Inc., for an amount not to exceed $418,888.40.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

l. Consider an ordinance authorizing the second and final renewal of the Liquid Chlorine chemical contract with PVS DX, Inc.
This proposed ordinance authorizes the second and final renewal of the Liquid Chlorine chemical contract with PVS DX, Inc., for an amount not to exceed $438,600.00.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

m. Consider an ordinance authorizing the second and final renewal of the Liquid Zinc Sodium Polyphosphate chemical contract with Shannon Chemical Corporation.
This proposed ordinance authorizes the second and final renewal of the Liquid Zinc Sodium Polyphosphate chemical contract with Shannon Chemical Corporation, for an amount not to exceed $328,303.02.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

n. Consider an ordinance authorizing the second and final renewal of the Liquid Ferric Chloride chemical contract with PVS Technologies, Inc.
This proposed ordinance authorizes the second and final renewal of the Liquid Ferric Chloride chemical contract with PVS Technologies, Inc., for an amount not to exceed $584,535.04.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

o. Consider an ordinance authorizing the second and final renewal of the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, LLC.
This proposed ordinance authorizes the second and final renewal of the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, LLC., for an amount not to exceed $139,411.80.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

p. Consider an ordinance authorizing the approval of an annual service agreement with Cummins, Inc., for Planned Equipment Maintenance (PEM) via Sourcewell Cooperative Contract #092222-CMM.
This proposed ordinance authorizes the approval of an annual service agreement for Planned Equipment Maintenance (PEM) with Cummins, Inc, based on the terms of the cooperative purchasing agreement with Sourcewell- 092222-CMM. This cooperative agreement was competitively solicited, and the City is receiving the appropriate pricing with the applicable discounts.

The agreement with Cummins, Inc. allows for the City of Baytown to complete the annual planned maintenance requirements on the generators City Wide. The generators are back-up power in the event of an electrical power loss. The total amount of the agreement is $246,854.99, and the term is for one year, to be split out over 3 accounts.

51003170-54007 $ 97,063.86
35007030-54007 $ 99,443.64
10003011-54007 $ 50,347.49
Total per year $246,854.99

8. APPOINTMENTS

a. Consider a resolution authorizing four (4) appointments to the Animal Control Advisory Committee.
The Animal Control Advisory Committee works with the Baytown Animal Shelter to comply with applicable law; formulate future animal control plans, strategies, education, and to recommend revision to the animal control ordinances.

This item allows City Council to consider four (4) appointments to the Animal Control Advisory Committee.

Below is a list of current Board Members whose terms will expire.

Name	District/Position	Current Term	Appointed Term
Dr. Francisco Alvarez	Licensed Veterinarian	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028
Shawn Cochran	Director of Health or Designee	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028
Marga Matthews	Interested Citizen	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028
Mike Farabee	Chief of Police or Designee	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028

b. Consider a resolution authorizing five (5) appointments to the Baytown Police Advisory Committee.
The Baytown Police Advisory Committee holds public forums to receive input from diverse community groups to enhance understanding through communication and education to improve and maintain the public trust of the Baytown Police Department.

This item allows City Council to consider five (5) appointments to the Baytown Police Advisory Committee.

Below is a list of current Board Members whose terms will expire.

Name	District/ Position	Current Term	Appointed Term
Steve Jones	Chief of Police or Designee	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028
Natalie Robinson	Chief of Police or Designee	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028

~~Rex Elliott~~	~~District 2 At-Large~~	~~10/01/2024 - 9/30/2026~~	~~10/01/2026 - 9/30/2028~~
Andrea Rice	District 4 At-Large	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028
Kirk Russell	District 5 At-Large	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028

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

11. EXECUTIVE SESSION

a. Recess into an Executive Session pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney(s) and seek legal advice.
This allows City Council to recess into an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

b. Recess into an Executive Session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

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:

_____
Jason E. Reynolds, City Manager
Posted this 17th day of September, at 6:00 P.M.

Posted by:

_____
Angela Jackson, City Clerk
(SEAL)

CITY COUNCIL MEETING 2. a.

Meeting Date: 09/24/2026
Subject: Minutes of the Municipal Development District and City Council Regular 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 Municipal Development District and City Council Regular Joint Meeting held on July 23, 2026.

PREFACE

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

Attachments

Exhibit A

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 2. b.

Meeting Date: 09/24/2026
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 an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the Municipal Development Districts (MDD) Attorney(s) regarding pending or contemplated litigation.

PREFACE

This allows City Council to recess into an executive session to seek the advice of the MDD's Attorney(s) regarding pending or contemplated litigation.

CITY COUNCIL MEETING 2. c.

Meeting Date: 09/24/2026
Subject: Consider a resolution authorizing a Legal Services Agreement with Whitehead & Wilson, PLLC
Prepared for: Scott Lemond, Legal **Prepared by:** Miriam Schoen, Legal
Department: Legal

Information

ITEM

Consider a resolution authorizing a First Amendment to the Engagement of Whitehead & Wilson, PLLC for legal services.

PREFACE

The proposed resolution authorizes a First Amendment to the Engagement of Whitehead & Wilson, PLLC. Stewart Whitehead, an attorney who has represented the MDD as an attorney with Winstead PC has left the firm to form Whitehead & Wilson, PLLC. In order to immediately continue the relationship with Mr. Whitehead, the General Counsel entered into a short-term agreement within his authority as Director of the Legal Department. The proposed resolution allows the MDD to continue its relationship with Mr. Whitehead on a long term basis. The budget impact is anticipated to be net zero.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	n
Amount Needed:	250,000.00
Fiscal Impact (Additional Information):	

Attachments

Resolution - Whitehead & WIlson
Exhibit A - 1st Am Whitehead

A RESOLUTION OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT APPROVING THE FIRST AMENDMENT TO THE ENGAGEMENT OF WHITEHEAD & WILSON, PLLC FOR LEGAL SERVICES AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED, TWENTY-FIVE THOUSAND AND 00/100 ($225,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, as a member of Winstead, PC, Stewart Whitehead ("Mr. Whitehead") has represented the Baytown Municipal Development District (the "MDD") in legal matters; and

WHEREAS, Mr. Whitehead left Winstead, PC to start Whitehead & Wilson, PLLC; and

WHEREAS, due to ongoing legal matters, it was necessary to engage Whitehead & Wilson, PLLC immediately, the General Counsel, within his discretion as Director of the Legal Department, entered into a short-term Engagement of Whitehead & Wilson, PLLC; and

WHEREAS, the MDD desires to continue its relationship with Mr. Whitehead; NOW THEREFORE,

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

Section 1: That the recitals set forth hereinabove are hereby found to be true and correct and are hereby adopted.

Section 2: That the Board of Directors of the Baytown Municipal Development District hereby approves the First Amendment to the Engagement of Whitehead & Wilson PLLC, for legal services. A copy of said amendment is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 3: That the Board of Directors, hereby authorizes payment to Whitehead & Wilson, PLLC, in an amount not to exceed TWO-HUNDRED, TWENTY-FIVE THOUSAND AND 00/100 ($225,000.00).

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

INTRODUCED, READ, and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District this the 24th day of September, 2026.

_____
CHARLES JOHNSON, President

ATTEST:

_____
ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

FIRST AMENDMENT TO ENGAGEMENT FOR LEGAL SERVICES –
BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT AND WHITEHEAD & WILSON, PLLC

This Amendment ("Amendment") to the Engagement for Legal Services is entered by and between Whitehead & Wilson, PLLC (hereinafter "Attorney") and the Baytown Municipal Development District, a District created under Chapter 377 of the Texas Local Government Code, as amended, and located in Harris County, Texas, (the "District").

W I T N E S S E T H

WHEREAS, the parties, including the City of Baytown, Texas (the "City"), entered into the Engagement for Legal Services ("Agreement") and an Addendum to the Agreement ("Addendum") on June 19, 2026; and

WHEREAS, Paragraph 2 of the Agreement and Paragraph 1.b of the Addendum allow amendments upon agreement of the parties.

NOW THEREFORE, the parties mutually agree as follows:

1. The Agreement and Addendum are amended to delete all references to the City as a party to the Agreement or Addendum, and to delete references to Scott Lemond serving in his capacity as City Attorney for the City. Instead, it is the intent of the parties that the Agreement and Addendum shall be by and between Attorney and the District only, and to clarify that Scott Lemond shall serve in the capacity of General Council to the District.

2. Paragraph 1(a)(iv) of the Addendum is amended as follows:

   vi. Total Not to Exceed……$225,000.00

3. No other terms of the Agreement or Addendum are altered by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of September, 2026, the date of execution by the General Manager or his designee of the District.

BAYTOWN MUNICIPAL
DEVELOPMENT DISTRICT

_____
JASON E. REYNOLDS, General Manager

ATTEST:

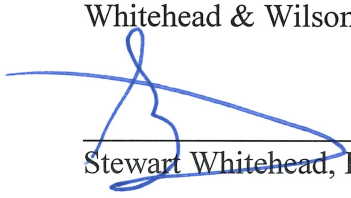
_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

ATTORNEY:

Whitehead & Wilson PLLC



Stewart Whitehead, Partner

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me on this day personally appeared Stewart Whitehead_, in his/her capacity as Partner, on behalf of such Whitehead & Wilson PLLC,

☑ 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 17th day of September, 2024

Notary Public in and for the State of Texas

Sally Whitehead

Sally Stewart Whitehead
My Commission Expires
6/17/2030
Notary ID 135562048

CITY COUNCIL MEETING 2. d.

Meeting Date: 09/24/2026
Subject: Consider a resolution authorizing the engagement letter with RubinBrown, LLC
Prepared for: Teresa McKenzie, Finance **Prepared by:** Nubia Rodriguez, Finance
Department: Finance

Information

ITEM

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

PREFACE

This proposed resolution authorizes RubinBrown LLP to conduct an audit of the accounts and financial statements for the Hyatt Regency Baytown-Houston for the years ended September 2026, September 2027, September 2028. Per the indenture, it is a legal requirement to have the hotel audited by an audit firm of recognized national standing in the hotel industry.

The total not to exceed amount for the three-year term of the agreement is $156,000.00. The annual appropriation for FY 2027 is $52,000. Subsequent years' payments are subject to annual appropriation by the Municipal Development District. No obligation exists beyond current appropriations.

Fiscal Impact

Fiscal Year: FY27
Acct Code: 33007040-54007
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N: Y
Amount Needed: $52,000
Fiscal Impact (Additional Information):

Fiscal Year: FY 28
Acct Code: 33007040-54007
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N: Y
Amount Needed: $52,000
Fiscal Impact (Additional Information):

Fiscal Year: FY 29
Acct Code: 33007040-54007
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N: Y
Amount Needed: $52,000
Fiscal Impact (Additional Information):

Attachments

Resolution Authorizing Professional Services Agreement with RubinBrown for Hyatt Audit Services
Indebtedness Certification

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RUBINBROWN, LLC TO PERFORM AUDIT SERVICES FOR THE ACCOUNTS MAINTAINED FINANCIAL STATEMENTS OF THE HYATT REGENCY BAYTOWN-HOUSTON PROJECT FOR THE YEARS ENDED SEPTEMBER 2026, SEPTEMBER 2027, AND SEPTEMBER 2028; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-SIX THOUSAND NO/100 DOLLARS ($156,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

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

Section 2: That the Board of Directors of the Baytown Municipal Development District hereby authorizes the General Manager to execute a Professional Services Agreement with RubinBrown, LLC, to perform audit services for the accounts maintained financial statements of the Hyatt Regency Baytown-Houston Project for the years ended September 2026, September 2027, and September 2028. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 3: That the Board of Directors of the Baytown Municipal Development District hereby authorizes the payment of an amount not to exceed ONE HUNDRED FIFTY-SIX THOUSAND NO/100 DOLLARS ($156,000.00) to RubinBrown, LLC, in accordance with the agreement referenced in Section 2 hereof.

Section 4: That the total not to exceed amount for the three-year term of the agreement is $ ONE HUNDRED FIFTY-SIX THOUSAND NO/100 DOLLARS ($156,000.00). The annual appropriation for FY 2027 is an amount not exceed FIFTY-TWO THOUSAND AND NO/100 DOLLARS ($52,000.00). Subsequent years' payments are subject to annual appropriation by the Municipal Development District. No obligation exists beyond current appropriations

Section 5: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Municipal Development District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District this the 24th day of September, 2026.

_____

CHARLES JOHNSON, President

ATTEST:

_____

ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____

SCOTT LEMOND, General Counsel

R:\Ordinances and Resolutions\Resolution Drafts\MDD\2026-09-24\PSA with RubinBrown for Audit Services for Hyatt.September 2026, 2027, and 2028.kh.docx

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Hyatt Regency Baytown Houston Project

Company Name: RubinBrown LLP

Department: Finance

Date: 09/15/2026 **Council Date:** 09/24/2026

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 Kerred — Director of Finance

09/15/2026 — 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 2. e.

Meeting Date: 09/24/2026

Subject: Receive the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston

Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Receive the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston.

PREFACE

The proposed resolution allows the City Council and the Municipal Development District (MDD) to receive the Fiscal Year 2026-2027 Operating and Capital budget for the Hyatt Regency Baytown-Houston.

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

Hyatt Operating Budget

Hyatt Capital Budget

Hotel Annual Plan for FY27

Operating Budget

	FY2025	FY2026*	**FY2027 Budget**	
Occupancy	51.4%	56.2%	**58.2%**	+2%
Average Daily Rate	$145.99	$152.71	**$156.72**	+2.6%
Total Revenue	$9.55M	$11M	**$11.75M**	+6.8%
Gross Operating Profit	$1.24M	$2.18M	**$2.6M**	+19.3%

* FY26 totals include forecasted results for Q4

Hotel Annual Plan for FY27

Capital Budget

Building & Building System Projects	$70,000
Technology Projects	$20,000
Miscellaneous Replacements and Additions	$135,000
Total Capital FY27 Budget	**$225,000**

CITY COUNCIL MEETING 2. f.

Meeting Date: 09/24/2026

Subject: Consider a Resolution Adopting the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston

Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Consider a resolution adopting the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston.

PREFACE

This resolution adopts the Fiscal Year 2026-2027 Operating and Capital Budget for the Hyatt Regency Baytown-Houston.

Attachments

Resolution Adopting FY 2027 Operating and Capital Budget
Exhibit A--Hyatt Capital Budget
Exhibit A--Hyatt Operating Budget

A RESOLUTION ADOPTING FISCAL YEAR 2027 OPERATING AND CAPITAL BUDGET FOR THE HYATT REGENCY BAYTOWN-HOUSTON; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the budget estimate of the revenues of the Hyatt Regency Baytown-Houston ("Hotel") and the expenses of conducting the affairs thereof for the 2027 fiscal year as finally submitted to the Board of Directors by the General Manager of Baytown Municipal Development District, is hereby adopted and approved as the budget estimate of all the current expenses, as well as the fixed charges against the Hotel for the 2027 fiscal year. A copy of the budget is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Municipal Development District.

INTRODUCED, READ, and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District this the 24th day of September, 2026.

_____
CHARLES JOHNSON, President

ATTEST:

_____
ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

Hotel Annual Plan for FY27

Capital Budget

Building & Building System Projects	$70,000
Technology Projects	$20,000
Miscellaneous Replacements and Additions	$135,000
Total Capital FY27 Budget	**$225,000**

Hotel Annual Plan for FY27

Operating Budget

	FY2025	FY2026*	**FY2027 Budget**	
Occupancy	51.4%	56.2%	**58.2%**	+2%
Average Daily Rate	$145.99	$152.71	**$156.72**	+2.6%
Total Revenue	$9.55M	$11M	**$11.75M**	+6.8%
Gross Operating Profit	$1.24M	$2.18M	**$2.6M**	+19.3%

* FY26 totals include forecasted results for Q4

CITY COUNCIL MEETING 3. a.

Meeting Date: 09/24/2026
Subject: Minutes of the City Council Work Session and City Council Regular Meeting held on August 27, 2026.
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Work Session and City Council Regular Meeting held on August 27, 2026.

PREFACE

Consider approving the minutes of the City Council Work Session and City Council Regular Meeting held on August 27, 2026.

Attachments

Exhibit A
Exhibit B

DRAFT

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

August 27, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, August 27, 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
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the August 27, 2026 City Council Work Session with a quorum present at 5:02 P.M. All members were present with the exception of Council Member Jacob Powell.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Discuss the City of Baytown Fiscal Year 2026-2027 Proposed Budget.

Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr., expressed her concerns for the budget lines covering professional services and the transportation services in the City of Baytown.

Director of Finance Teresa McKenzie presented the 2026 - 2027 budget and requested the City Council to provide any recommendations. (Exhibit A)

City Manager Jason Reynolds provided clarification of line items and naming conventions for each.

Mayor and Council Members briefly discussed pending reports and payments for services provided in the City of Baytown.

Council Member Laura Alvarado stated due to a possible conflict of interest when discussing the Harris County transit services, it would be best if she stepped away exiting at 5:17 P.M.

City Attorney Scott Lemond suggested that Council Member Laura Alvarado excuse herself during the Harris County transit discussion due to potential conflict.

Council Member Laura Alvarado returned to the meeting at 5:26 P.M.

The Mayor and Council Members provided their suggestions when considering the budgets specific line items and criteria for qualifying funds as listed below.

- Harris County Transit
- Hotel Occupancy Tax
- Liens and Demolitions
- Grants

Assistant City Manager Jaime Pruitt, provided opportunities for further evaluation regarding fund usage.

Director of Planning and Development Services Martin Scribner, provided the time frames and processes when issuing demolition orders.

Council Member Kenrick Griffith, expressed appreciation for animal ownership training, referencing to services provided by the Baytown Animal Shelter.

Director of Health Shawn Cochran, informed the City Council of ongoing educational opportunities regarding stray animals and proper ownership of pets.

Council Members expressed their appreciation for the services and approach of the animal shelter to provide resources to residents of Baytown.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the August 27, 2026, City Council Work Session at 6:09 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

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

August 27, 2026

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, August 27, 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
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the August 27, 2026 Regular City Council Meeting with a quorum present at 6:36 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Kenrick Griffith.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Cynthia Coker, 1818 Cedar Bayou Rd., expressed concern for animals during the summer days, and recommendations for citizens to provide proper care and resources to their pets during those times.

Larry Daigle, 410 Park St., shared his experience with flock cameras and potential concerns with using the flock camera systems.

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.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve the minutes for July 23, 2026, as submitted. The vote was as follows:

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

Nays: None

Approved

3. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

Mayor Charles Johnson, accompanied by Council Members and Loving Hands Deaf Ministries presented a proclamation designating September 2026 as Deaf Awareness Month in Baytown.

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

Mayor Charles Johnson, Council Members accompanied by Staff presented Liam Staner a proclamation to recognize him as the 2026 Gold Medalist for the TAAF.

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

Mayor Charles Johnson, Council Members accompanied by Staff presented Baytown Bulkheads Baseball Team a proclamation for their Inaugural Cowboy Collegiate League Champions award.

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.

At 7:00 P.M., Mayor Charles Johnson opened the public hearing regarding the 26-27 Proposed Municipal Budget.

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

At 7:01 P.M., Mayor Charles Johnson closed the public hearing regarding the 26-27 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.

At 7:01 P.M., Mayor Charles Johnson opened the public hearing regarding a proposed voluntary annexation of approximately 60 acres.

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

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

At 7:03 P.M., Mayor Charles Johnson closed the public hearing regarding a proposed voluntary annexation of approximately 60 acres.

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).

At 7:03 P.M., Mayor Charles Johnson opened the public hearing regarding an amendment to the Baytown 2040 Comprehensive Plan.

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

The Planning and Zoning Commission held the required public hearings with no major concerns nor comments. Mr. Abram relayed the Planning and Zoning Commission and staff recommended approval.

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

Mayor and Council Members expressed appreciation for the work staff did to present this presentation and requested clarification regarding wording referencing to the ordinance and locations of zonings for this item.

City Manager Jason Reynolds clarified questions with the City Council regarding the zoning specifications.

At 7:13 P.M., Mayor Charles Johnson closed the public hearing regarding an amendment to the Baytown 2040 Comprehensive Plan.

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.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Ordinance No. 16,553, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council

Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
Nays: None

Approved

ORDINANCE NO. 16,553

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.

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.

At 7:14 P.M., Mayor Charles Johnson opened the public hearing regarding annexation through a strategic partnership agreement for approximately 78.952 acres.

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

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

At 7:16 P.M., Mayor Charles Johnson closed the public hearing regarding the proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres.

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.

At 7:17 P.M., Mayor Charles Johnson opened the public hearing regarding a proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres.

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

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

At 7:18 P.M., Mayor Charles Johnson closed the public hearing regarding a proposed limited purpose annexation through a strategic partnership agreement for approximately 78.952 acres.

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.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,554, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved
>
> ORDINANCE NO. 16,554
>
> 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.

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.

At 7:19 P.M., Mayor Charles Johnson opened the public hearing regarding a request to amend the official zoning map by rezoning approximately 11.00 acres of land.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing. (Exhibit D)

The Planning and Zoning Commission held the required public hearings with concerns and comments. Mr. Scribner relayed the Planning and Zoning Commission and staff recommended denial.

Mayor and Council Members requested clarification and further discussions for the potential zoning options regarding the property.

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

At 7:39 P.M., Mayor Charles Johnson closed the public hearing regarding a request to amend the official zoning map by rezoning approximately 11.00 acres of land.

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.

Mayor Charles Johnson announced no action would be taken on this item, staff has been given direction for this item.

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.

Mayor Charles Johnson informed City Council the applicant has withdrawn the application and no action is needed at this time.

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.

Mayor Charles Johnson informed City Council the applicant has withdrawn the application and no action is needed at this time.

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.

At 7:41 P.M., Mayor Charles Johnson opened the public hearing regarding a request to approve a Special Use Permit (SUP) on approximately 31.124 acres.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing. (Exhibit E)

The Planning and Zoning Commission held the required public hearings with no major concerns nor comments. Mr. Scribner relayed the Planning and Zoning Commission and staff recommended approval.

Mayor and Council Members provided their appreciation and recommendations regarding the appeal of new development for residential zones.

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

At 7:51 P.M., Mayor Charles Johnson closed the public hearing regarding a request to approve a Special Use Permit (SUP) on approximately 31.124 acres.

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.

A motion was made by Council Member Jacob Powell and seconded by Council Member James Franco to approve Ordinance No. 16,555, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved
>
> ORDINANCE NO. 16,555
>
> 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.

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.

Director of Finance Teresa McKenzie provided a presentation regarding the proposed ad valorem tax rate and set a public hearing date. (Exhibit F)

City Attorney Scott Lemond provided clarification, the motion is to approve setting the hearing date and not on the proposed rate.

Mayor and Council Members expressed appreciation to the staff for their work to gather these rates and providing clarification to residents' impact versus industrial agreement impacts.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,556, as submitted. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,556

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, PROPOSING A TAX RATE THAT DOES NOT ECEED THE LOWER OF THE NO-NEW-REVENUE OR VOTER-APPROVAL TAX RATE FOR THE FISCAL YHEAR ENDING SEPTEMBER 30,2027; SETTING A PUBLIC MEETING FOR A VOTE ON THE PROPOSED TAX RATE; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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.

Director of Parks, Recreation and Tourism Clifford Hatch provided a description of the equipment Sona Arch addition to the Lakewood Park.

Mayor and Council Members expressed the appreciation to Exxon Mobil and the Parks, Recreation and Tourism department for getting this contribution. There are concerns and recommendations expressed for the specific parks cost to develop at the end of construction and what parks receive funding.
Parks Planner Cornell Gordon, provided clarification for the location and specifics on why the park was chosen to receive funding for further development.

Mayor Charles Johnson announced no action will be taken on this item, they will wait for further details regarding creation of a policy and grant procedures.

7. CONSENT

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

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved

a. Consider an ordinance 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.

ORDINANCE NO. 16,557

> 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.

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.

ORDINANCE NO. 16,576

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.

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.

ORDINANCE NO. 16,558

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.

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

Parks, Recreation and Tourism Superintended of Natural Resources Tracey Prothro provided the status of the Bird City designation.

Council Member Sarah Graham, expressed appreciation for staff's dedication and informed the City Council of Ms. Prothro's upcoming retirement after years of commitment to the City of Baytown and read the resolution pursuing the designation of the Bird City Texas Community.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3124, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council

Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3124

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.

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

ORDINANCE NO. 16,559

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.

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.

ORDINANCE NO. 16,560

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.

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

ORDINANCE NO. 16,561

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.

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

ORDINANCE NO. 16,562

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.

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

ORDINANCE NO. 16,563

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.

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.

ORDINANCE NO. 16,564

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.

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

ORDINANCE NO. 16,565

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.

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.

RESOLUTION NO. 3123

A 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.

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).

ORDINANCE NO. 16,566

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 SIXTYFIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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.

ORDINANCE NO. 16,567

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS; REJECTING ANY AND ALL BIDS RECEIVED FOR CONSULTING AND TECHNICAL SERVICES FOR THE HOME ELEVATIONS PROJECT RECEIVED ON JULY 23, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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.

ORDINANCE NO. 16,568

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.

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

ORDINANCE NO. 16,569

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.

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.

ORDINANCE NO. 16,570

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.

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.

ORDINANCE NO. 16,571

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.

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

ORDINANCE NO. 16,572

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.

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

ORDINANCE NO. 16,573

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.

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.

ORDINANCE NO. 16,574

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, EIGHTHUNDRED, 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.

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.

ORDINANCE NO. 16,575

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.

8. APPOINTMENTS

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

Mayor Charles Johnson requested a motion of the following citizens requesting reappointment to the Baytown Area Water Authority.

NOMINEE	District	POSITION
Brenda Smith	At-Large	Reappointment
Alyssa Lianes	At-Large	Reappointment

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Resolution No. 3125, as submitted. The vote was as follows:

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

Nays: None

Approved

RESOLUTION NO. 3125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING BRENDA BRADLEY SMITH AND

ALYSSA LINARES TO THE BAYTOWN AREA WATER AUTHROITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Council Member Kenrick Griffith nominated Denise Graves.

NOMINEE	District	POSITION
Denise Graves	D3	Committee Member

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3126, as submitted. The vote was as follows:

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

Nays: None

Approved

RESOLUTION NO. 3126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING DENISE GRAVES TO THE 2025 BOND OVERSIGHT COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Mayor Charles Johnson request a motion of the following citizens requesting reappointment to the Parks and Recreation Advisory Board.

NOMINEE	District	POSITION
Augustine Loredo	D1	Reappointment
Thomas Capetillo	D4	Reappointment

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3127, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council

Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING THOMAS CAPETILLO AND AGUSTIN LOREDO TO THE PARKS AND RECREATION BOARD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Mayor Charles Johnson announced a citizen signed up to speak.
Sam Brown, 2201 French Pl., expressed interest serving on the Crime Control and Prevention District.

Mayor Charles Johnson request a motion of the following citizens requesting reappointment and nominees presented below.

NOMINEE	District	POSITION
Loretta White	D1	Reappointment
Joseph Fallin	D3	Board Member
David Start	D5	Reappointment
Charles Murrell	D6	Reappointment

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Resolution No. 3128, as submitted. The vote was as follows:

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

Nays: None

Approved

RESOLUTION NO. 3128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING CHARLES EUGENE MURRELL,

JOSEPH FALLIN, DAVID START, JR., AND LORETTA WHITE TO THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Council Member Mike Lester nominated Sam Brown.

Mayor Charles Johnson request a motion of the following citizens requesting reappointment and nominees presented below.

NOMINEE	District	POSITION
Jamari Gilbert	D2	Reappointment
Barry Hawkins	D5	Reappointment
Sam Brown	D6	Board Member

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve Resolution No. 3129, as submitted. The vote was as follows:

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

Nays: None
Approved

RESOLUTION NO. 3129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING SAMUEL BROWN, JAMARI GILBERT, AND BARRY L. HAWKINS TO THE FIRE CONTROL, PREVENTION & EMS DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Mayor Charles Johnson request a motion of the below citizens requesting reappointment and nominees presented below.

NOMINEE	District	POSITION
Rick Davis	D1	Reappointment
Karen Arabie	D3	Reappointment
Kyle Carrier	D5	Reappointment

Gina Guillory	HC	Nominee (Pending)

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Resolution No. 3130, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved
>
> RESOLUTION NO. 3130
>
> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING KAREN ARABIE, KYLE CARRIER AND RICK DAVIS TO THE BAYTOWN TAX INCREMENT IREINVESTMENT ZONE NUMBER ONE AND BAYTOWN REDEVELOPMENT AUTHORITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. MANAGER'S REPORT

City Manager Jason Reynolds presented the Manager's Report:

- Public Works and Engineering
  - I'd like to begin by recognizing several team members from PWE for the following accomplishments:
    - Amy White, with Capital Projects, recently earned her Project Management Professional credential from the Project Management Institute.
    - Alejandra Moz was selected for the American Public Works Association's Emerging Leaders Academy, a year-long leadership and management program focused on public works.
    - Kameron Prosper recently obtained his Texas Class C Wastewater Operator License.
    - Our Wastewater Operations team recently launched a monthly newsletter called Wastewater Lab to strengthen communication and collaboration across the division. LaTia Jutan, Jhovanna Vela, and Hanna Bragg were the team behind the scenes who brought this together.
  - Congratulations to everyone on these accomplishments, and thank you for all that you do. We truly appreciate your dedication and contributions to the organization.
- Public Affairs
  - Visit Baytown recently helped bring the Southwest Insulation Contractors Association (SWICA) Poker Tournament to the Hyatt Regency Baytown Hous-

ton, with approximately 75 attendees and additional meeting room and food and beverage revenue. The meeting planner shared very positive feedback about the property and the Hyatt team. She specifically noted that everyone was wonderful and that she was very pleased with how the event came together. Great job to the team for helping create positive experiences for our visitors!

- And lastly, I would like to wish two of our amazing team members a very happy retirement.
    - Tracey Prothro, with Parks, Recreation, & Tourism, has dedicated 22 years of service to the City of Baytown. Tracey helped take our environmental education programs to new heights and has trained and encouraged staff who will carry that important mission forward. We are grateful for her years of dedication, leadership, and commitment to our community.
    - Lionel Williams, with our Human Resources Department, has dedicated 28 years of service to the City of Baytown. Throughout his career, Lionel has made a lasting impact through his dedication to our employees and our organization. We are grateful for his years of service, mentoring, leadership, and commitment to the City of Baytown.
- Tracey and Lionel, thank you both for your many years with the City of Baytown. Your contributions have made a lasting difference, and we wish you both a very happy and well-deserved retirement!

10. COUNCIL MEMBER DISTRICT REPORT

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

Council Member Kenrick Griffith reported the current projects, programs and events of District 3:

- Public Works and Engineering (PWE)
    - Construction continues at the West District Wastewater Treatment Plant Operations Building, the I-10 Lift Station, and Garth Road Phases A & B.
    - Design continues for improvements at the John Martin Road and Thompson Road intersections at I-10. The project team is coordinating with TxDOT as the plans advance toward the 90% design milestone.
- Parks Recreation and Tourism (PRT)
    - Out at the Baytown Nature Center, new native plant interpretive signage has been installed in the Butterfly Garden. The signage identifies native plants and explains their importance to pollinators, birds, and other wildlife by providing food, nectar, shelter, and habitat. A new spotting scope and interpretive signage have also been installed at San Jacinto Point. The spotting scope enhances opportunities to observe local and migratory birds and wildlife, while the signage highlights area bird species and the Nature Center's importance as bird habitat, supporting environmental education, conservation, and nature-based tourism.

    - The Baytown Nature Center successfully completed its Wade into Wetlands Summer Science Camp programs, giving local youth hands-on opportunities to explore nature, wildlife, and coastal habitats. Through interactive outdoor activities, campers developed greater environmental awareness and appreciation for the unique ecosystems and natural resources of the Nature Center.
- Planning and Development Services
    - Piedmont Apartments Remodel (Work includes replacing the roof, water heater, HVAC system, and foundation, as well as remodeling 14 American Disability Act (ADA) units)
    - El Matador Foods (Construction of a commercial bakery and kitchen)
    - Former Red Lobster Building (Undergoing a remodel to make way for the new Vida Mariscos Restaurant)
    - There are currently 23 active permits for the San Jacinto Marketplace:
        - Work is ongoing on various multi-tenant outlet buildings.
        - Sam's Club has active permits for the bakery, Club Café, pharmacy, optical department, fuel station, and canopy. These projects are nearly 50 percent complete.
        - Barnes & Noble, HomeGoods, Havertys Furniture, Burlington, Ross, and two shell buildings are more than 50 percent complete.
        - EOS Fitness and Dick's Sporting Goods are approaching 75 percent completion.
        - Site work is underway for Pluckers Wings restaurant and bar.
        - Bubba's 33 is approximately 25 percent complete.

Council Member Kenrick Griffith shared the upcoming Robert E. Lee High School and Ross S. Sterling High School football game.

Mayor Pro Tem Laura Alvarado shared the recent videos created regarding legislative meetings held with state representatives and expressed appreciation to the Public Affairs Department for their efforts to make this possible.

Mayor Charles Johnson shared the Sterling Library upcoming events to be held.

11. EXECUTIVE SESSION

Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr., expressed concerns for actions taken by the City Manager regarding funds utilized and recommendations for staying informed of upcoming elections.

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.

At 9:09 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.072 to deliberate the purchase, exchange, lease, or value of real property, 551.071 of the Texas Government Code to seek the advice of the City's Attorney and 551.074 to deliberate the annual performance evaluation and duties of the City Manager.

At 10:51 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

12. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the August 27, 2026 Regular City Council Meeting at 10:51 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 4. a.

Meeting Date: 09/24/2026
Subject: Present Years of Service Awards
Prepared for: Joey Lopez, Human Resources **Prepared by:** Darrell Pugh, Human Resources
Department: Human Resources

Information

ITEM

Recognize City of Baytown Employees for their Years of Service.

PREFACE

30 Years of Service		
Steven Auld	Fire	Fire Captain

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
There is no budgetary impact associated with this item.

CITY COUNCIL MEETING 4. b.

Meeting Date: 09/24/2026
Subject: Recognize the City of Baytown's Citizens On Patrol.
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recognize the City of Baytown's Citizens On Patrol.

PREFACE

The City of Baytown's Citizens On Patrol (COP) program works to improve safety in Baytown by providing assistance to the Police Department. Members of the Citizens On Patrol are trained volunteers who actively serve the community and increase cooperation between citizens and police officers.

CITY COUNCIL MEETING 5. a.

Meeting Date: 09/24/2026
Subject: Ord for Text Amendment to ULDC Regarding Data Centers
Prepared for: Jason Reynolds, City Management
Prepared by: Martin Scribner, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance regarding a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC), of the Baytown Code of Ordinances to revise Division 2.3 Use Standards and Division 10.2 Definitions of the ULDC, regarding data centers.

PREFACE

Rapid growth in AI, cloud computing, and digital services is driving unprecedented demand for large-scale data centers, while communities are confronting questions about land use, power, water, infrastructure, noise, and economic impacts. This amendment would establish a clear working definition of a data center so that these facilities are consistently identified and regulated rather than falling into ambiguous or outdated industrial use categories. This would also establish minimum standards to give a predictable framework for evaluating proposals, protect the surrounding community and infrastructure, and provide certainty to responsible data center developers. Staff will revisit these regulations once more information is available.

Fiscal Impact

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

Attachments

Draft Ordinance

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.3 "USE STANDARDS" AND "ARTICLE 10" WORD USAGE, "DIVISION 10.2" AMEND DEFINITION PERTAINING TO DATA CENTERS AND OFFICES; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

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

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

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

....

ARTICLE 2. ZONING DISTRICTS AND DIMENSIONAL STANDARDS

....

DIVISION 2.3. USE STANDARDS

....

Table 2.31-1 Land Use Table

....

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 | FLX = Flex

Use Category	Specific Uses	Zoning Districts													Non-Residential						Use Standards
		Residential						AR	MUN	Mixed-Use					Non-Residential						
		ER	SR		MR	UR				DTA		SJ			NC	GC	FC	LI	HI	OR	
		CV	CV	CS	CV	CV	IF			MS	FLX	MS	FLX	SJ-3							
....																					
INDUSTRIAL USES																					
Heavy Industrial	Data Center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	2.34
	Packaging (Hazardous Materials)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	2.34
	Sandblasting	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	2.34
	Slaughterhouse	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	2.34
	Industrial and Manufacturing Product Sales and Supply	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--
	All Heavy Industrial Uses Not Listed Above	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--

....

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

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

....

ARTICLE 2. ZONING DISTRICTS AND DIMENSIONAL STANDARDS

....

DIVISION 2.3. USE STANDARDS

....

Subsec. 2.32-6 Industrial Use Categories

....

A. Heavy Industrial

Characteristics: Uses engaged in the manufacturing, assembly or processing of chemicals, animal products and metals, the activities of which are likely to have characteristics that discourage adjacency to residential uses. Factory production and industrial yards are located here. Sales to the general public are rare.

Manufacture, assembly, or processing of: abrasives, asbestos and miscellaneous mineral products; acid; acetylene gas; alcoholic beverages (wholesale); ammonia; ammunition and explosives; asphalt; aircraft; automobiles and other motor vehicles; automotive and other motor vehicle equipment; batteries; bones; boxes, crates, or pallets; brick and/or masonry, tile, or terra cotta; building paper and building board; building materials; celluloid; cement and/or concrete products; ceramic tile and other ceramic products; chalk; charcoal; chemicals; chlorine; coffins; corrugated metal; cotton oil; creosote; disinfectant; dyes or inks; engine and turbines; explosives; farm machinery and equipment; fat; fertilizer; fireworks; gas; gelatin; glass and glass products; glue; graphite; grease; guns, howitzers, mortars, and related equipment; gunpowder; gypsum; heating and air conditioning supplies and equipment; hemp; insecticide; lacquer; lard; leather and leather products; lime; linoleum; lubricating oils and greases; machinery and equipment (industrial); manufactured homes or or mobile homes; metal working machinery, equipment and products; motor vehicles, related equipment, and accessories; paint; paraffin; paving mixtures and blocks; plaster of Paris; plastics and synthetic materials; plumbing supplies and equipment; poison; porcelain and porcelain products; pottery and related products; prefabricated structures and their components; railroad vehicles and equipment; recreational vehicles; rubber and fabricated rubber products; salt; shellac; tallow; tanks and tank components; tar; tires; trailers (camping, travel, livestock, and other); turpentine; varnish; vinegar; wax; or yeast

Arsenal
Boiler Works
Bulk Storage of Explosive or Hazardous Materials
Coke Oven
Concrete Batching and Asphalt Processing and Manufacture
Data Center
Feed Milling
Fertilizer Storage

Associated Office and Storage
Associated Retail Sales Related to the Primary Use
Container
Day Care for Children of Employees
Fleet Maintenance
Food Preparation and Dining Facility
Fueling Facility
Medical Clinic for Employees
Meeting Space
Minor Utilities
Outdoor Storage
Recreation Facility
Refuse Containers (2.35)
Single Attached Residential Unit for Caretaker
Warehouse

Grain Elevator
Incinerator for Reduction of Garbage, Dead Animals, Offal, Refuse or Automobile Bodies
Resource Extraction
Railroad Yard or Repair Shop
Metal Smelting, Processing and Products (Ferrous and Nonferrous)
Slaughtering, Processing of Animals, or Meat Packing
Wool Scouring and Pulling
Uses Declared a Nuisance in Court

Other uses meeting the characteristics of the Heavy Industrial Use Category

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

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 10. Word Usage

….

DIVISION 10.2 DEFINITIONS

….

Data center is a facility, building, or campus primarily used for the storage, management, processing, analysis, retrieval, or transmission of digital data, including computer systems, servers, network equipment, telecommunications equipment, and related components. A data center may include accessory and support facilities including electrical substations, backup power generation systems, cooling systems, mechanical equipment, security facilities, administrative offices, and other infrastructure necessary for digital data operations. The inclusion of office or administrative space within a warehouse or other facility does not, by itself, constitute an office use or cause the facility to be classified as an office.

….

Office means administrative, executive, professional, research, or similar facilities that have limited customers. An office may be a room, a suite of rooms, or a portion of a building. The definition of office does not include uses deemed to meet the definition of data center, as found in Division 10.2 of the Unified Land Development Code.

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

Section 5: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

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

Section 7: This ordinance shall take effect on September 24, 2026. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within the ten (10) days preceding September 24, 2026.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 5. b.

Meeting Date: 09/24/2026
Subject: PH for Text Amendment to ULDC Regarding Data Centers
Prepared for: Jason Reynolds, City Management
Prepared by: Martin Scribner, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Conduct a public hearing regarding a request for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC), of the Baytown Code of Ordinances to revise Division 2.3 Use Standards and Division 10.2 Definitions of the ULDC, regarding data centers.

PREFACE

Rapid growth in AI, cloud computing, and digital services is driving unprecedented demand for large-scale data centers, while communities are confronting questions about land use, power, water, infrastructure, noise, and economic impacts. This amendment would establish a clear working definition of a data center so that these facilities are consistently identified and regulated rather than falling into ambiguous or outdated industrial use categories. This would also establish minimum standards to give a predictable framework for evaluating proposals, protect the surrounding community and infrastructure, and provide certainty to responsible data center developers. Staff will revisit these regulations once more information is available.

Full staff report is attached.

Fiscal Impact

Fiscal Year: na
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

Text Amendment
Staff Report
September 15, 2026

Plan Number: ZR26080010

Requested Action: Proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Division 2.3 Use Standards and Division 10.2 Definitions of the ULDC, regarding data centers.

Applicant: City of Baytown

Public Notification: On September 2, 2026, notice was published in the *Baytown Sun*; on September 2, 2026, notice was posted on the City of Baytown website and at City Hall.

Background:
Data centers are receiving increased attention because the rapid expansion of artificial intelligence, cloud computing, streaming, cryptocurrency, and other digital services is creating demand for large-scale facilities capable of storing and processing enormous amounts of data. Unlike traditional office or industrial development, data centers can involve very large buildings, substantial electrical demand, backup generators, cooling systems, water consumption, extensive utility infrastructure, and potential impacts related to noise, traffic, emergency response, and adjacent land uses. As a result, communities are being asked to make land-use decisions about facilities that may not have been contemplated when their existing zoning regulations were adopted.

The current ULDC does not define or address large-scale data centers in the development standards. This amendment will establish a clear working definition of "data center" before these projects become widespread so staff, applicants, elected officials, and the public have a common understanding of what is being regulated. Without a specific definition, a data center could be incorrectly interpreted as a similar use, potentially creating inconsistent treatment and uncertainty about which regulations apply.

In addition, this amendment will establish minimum development regulations to include determination of appropriate zoning districts and the usage of a Special Use Permit to allow for additional review and conditions on a case-by-case basis, depending on a project's potential impacts to the surrounding properties and to the community as a whole.

Details of the proposed amendments are attached in Exhibit A.

Summary of the Proposed Regulations:

- Add "data center" to the consolidated use table as permitted in the Heavy Industrial district with the condition that a Special Use Permit is approved by the City.
- Add "data center" to the "Heavy Industrial Use Category" as a primary use.
- Add the following definition:
  - Data center - A facility, building, or campus primarily used for the storage, management, processing, analysis, retrieval, or transmission of digital data, including computer systems, servers, network equipment, telecommunications equipment, and related components. A data center may include accessory and

support facilities including electrical substations, backup power generation systems, cooling systems, mechanical equipment, security facilities, administrative offices, and other infrastructure necessary for digital data operations. The inclusion of office or administrative space within a warehouse or other facility does not, by itself, constitute an office use or cause the facility to be classified as an office.

- Amend the definition to “office” to include the following statement:
  - The definition of *office* does not include uses deemed to meet the definition of *data center,* as found in Division 10.2 of the Unified Land Development Code.

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.**
   This amendment will establish a clear working definition of "data center" before these projects become widespread so staff, applicants, elected officials, and the public have a common understanding of what is being regulated. Without a specific definition, a data center could be incorrectly interpreted as a similar use, potentially creating inconsistent treatment and uncertainty about which regulations apply.

   In addition, this amendment will establish minimum development regulations to include determination of appropriate zoning districts and the usage of a Special Use Permit to allow for additional review and conditions on a case-by-case basis, depending on a project’s potential impacts to the surrounding properties and to the community as a whole.

2. **The development review body has considered the recommendation of the City staff.**
   The proposed text amendment is recommended for approval by City staff. The analysis of this proposal is included in this report.

3. **Consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed text amendments are consistent with the Growth Capacity (GC), and Housing and Neighborhoods (HN) Goals of the City’s Comprehensive Plan 2040. The proposed amendment supports:
   - Goal LU1: *A fiscally sustainable growth development pattern that considers the implications of new growth on infrastructure.*
   - Goal LU3: *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.*
   - Goal GC1: *A pattern of development that manages growth in a way that adds value to the city, serves the needs of residents and businesses and minimizes adverse impacts on the environment.*
   - Goal ED1: *An economically resilient and diversified business environment that encourages entrepreneurs and local business start-ups to serve potential growth markets.*

   The Comprehensive Plan identifies Land Use and Development as one of its principal focus areas and recognizes that Baytown needs to actively manage the location and pattern of future development. The plan also supports protecting the community's quality of life and maintaining appropriate relationships between different land uses. This provides

a rationale for standards addressing noise, generators, lighting, screening, setbacks, landscaping, and proximity to residential areas.

4. **Promotes the purposes of the ULDC.**
   The proposed text amendment will not affect the health, safety, and general welfare in a negative manner. The regulation of data centers promotes the purposes and intent of the Unified Land Development Code by establishing clear and predictable standards for an emerging land use with unique operational, infrastructure, and land-use characteristics. Specific regulations will promote safe, orderly, and economically sustainable development; ensure appropriate land-use compatibility; provide consistency and predictability in development review; and allow the City to appropriately manage the infrastructure and site-development impacts associated with large-scale data center facilities. Establishing these standards also advances the ULDC's stated purpose of implementing the goals and objectives of the City's Comprehensive Plan.

5. **Mitigate adverse impacts of the use and development of land on the natural or built environment.**
   The proposed text amendment will mitigate the potential for adverse impacts by establishing a basic set of standards that address the most predictably impacts of data centers without creating an unnecessarily burdensome approval process. This amendment will help to protect surrounding properties, reduce visual impacts, protect natural resources, and protect public safety.

   Requiring a Special Use Permit would apply discretionary land use review to an activity that would potentially alter the physical use of land. This would help to address potential neighborhood impacts such as noise, infrastructure needs, visual impact, and traffic concerns. Accordingly, the amendment maintains a clear distinction between land use regulation and operational oversight while preserving the intent of zoning to manage physical development impacts.

6. **Necessary to address changing conditions.**
   Data centers are receiving increased attention because the rapid expansion of artificial intelligence, cloud computing, streaming, cryptocurrency, and other digital services is creating demand for large-scale facilities capable of storing and processing enormous amounts of data. Unlike traditional office or industrial development, data centers can involve very large buildings, substantial electrical demand, backup generators, cooling systems, water consumption, extensive utility infrastructure, and potential impacts related to noise, traffic, emergency response, and adjacent land uses. As a result, communities are being asked to make land-use decisions about facilities that may not have been contemplated when their existing zoning regulations were adopted.

7. **Advances the strategic objectives of the City Council.**
   The proposed text amendment advances the City Council’s strategic objectives by facilitating economic investment and diversification while ensuring that data center development is appropriately located, adequately served by infrastructure, compatible with surrounding uses, and designed to protect Baytown's community character and environmental resources.

Planning Staff Recommendations

Staff recommends that the Planning and Zoning Commission give a recommendation of approval of the proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Division 2.3 Use Standards and Division 10.2 Definitions of the ULDC, regarding data centers.

Division 2.31 – Consolidated Use Table

- Permit data centers in the HI district with approval of a Special Use Permit, depicted as (S) in Table 2.31-1, Land Use Table, with “Limited (L) use” with conditions.

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 | FLX = Flex

Use Category	Specific Uses	Zoning Districts																		Use Standards
		Residential						Mixed-Use							Non-Residential					
		ER	SR		MR	UR		AR	MUN	DTA		SJ			NC	GC	FC	LI	HI	OR
		CV	CV	CS	CV	CV	IF			MS	FLX	MS	FLX	SJ-3						
INDUSTRIAL USES																				
Heavy Industrial	Data Center	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	S	--	2.34

Subsec. 2.32-6 Residential Uses

Table 2.32-6-1
Heavy Industrial Use Category

Characteristics: Uses engaged in the manufacturing, assembly or processing of chemicals, animal products and metals, the activities of which are likely to have characteristics that discourage adjacency to residential uses. Factory production and industrial yards are located here. Sales to the general public are rare.

Primary Uses	Accessory Uses
Manufacture, assembly, or processing of: abrasives, asbestos and miscellaneous mineral products; acid; acetylene gas; alcoholic beverages (wholesale); ammonia; ammunition and explosives; asphalt; aircraft; automobiles and other motor vehicles; automotive and other motor vehicle equipment; batteries; bones; boxes, crates, or pallets; brick and/or masonry, tile, or terra cotta; building paper and building board; building materials; celluloid; cement and/or concrete products; ceramic tile and other ceramic products; chalk; charcoal; chemicals; chlorine; coffins; corrugated metal; cotton oil; creosote; disinfectant; dyes or inks; engine and turbines; explosives; farm machinery and equipment; fat; fertilizer; fireworks; gas; gelatin; glass and glass products; glue; graphite; grease; guns, howitzers, mortars, and related equipment; gunpowder; gypsum; heating and air conditioning supplies and equipment; hemp; insecticide; lacquer; lard; leather and leather products; lime; linoleum; lubricating oils and greases; machinery and equipment (industrial); manufactured homes or or mobile homes; metal working machinery, equipment and products; motor vehicles, related equipment, and accessories; paint; paraffin; paving mixtures and blocks; plaster of Paris; plastics and synthetic materials; plumbing supplies and equipment; poison; porcelain and porcelain products; pottery and related products; prefabricated structures and their components; railroad vehicles and equipment; recreational vehicles; rubber and fabricated rubber products; salt; shellac; tallow; tanks and tank components; tar; tires; trailers (camping, travel, livestock, and other); turpentine; varnish; vinegar; wax; or yeast Arsenal Boiler Works Bulk Storage of Explosive or Hazardous Materials Coke Oven Concrete Batching and Asphalt Processing and Manufacture Data Center Feed Milling Fertilizer Storage Grain Elevator Incinerator for Reduction of Garbage, Dead Animals, Offal, Refuse or Automobile Bodies Resource Extraction Railroad Yard or Repair Shop Metal Smelting, Processing and Products (Ferrous and Nonferrous) Slaughtering, Processing of Animals, or Meat Packing Wool Scouring and Pulling Uses Declared a Nuisance in Court Other uses meeting the characteristics of the Heavy Industrial Use Category	Associated Office and Storage Associated Retail Sales Related to the Primary Use Container Day Care for Children of Employees Fleet Maintenance Food Preparation and Dining Facility Fueling Facility Medical Clinic for Employees Meeting Space Minor Utilities Outdoor Storage Recreation Facility Refuse Containers (2.35) Single Attached Residential Unit for Caretaker Warehouse

Division 10.2 – Definitions

- Data center is a facility, building, or campus primarily used for the storage, management, processing, analysis, retrieval, or transmission of digital data, including computer systems, servers, network equipment, telecommunications equipment, and related components. A data center may include accessory and support facilities including electrical substations, backup power generation systems, cooling systems, mechanical equipment, security facilities, administrative offices, and other infrastructure necessary for digital data operations. The inclusion of office or administrative space within a warehouse or other facility does not, by itself, constitute an office use or cause the facility to be classified as an office.
- The definition of *office* does not include uses deemed to meet the definition of *data center,* as found in Division 10.2 of the Unified Land Development Code.

CITY COUNCIL MEETING 6. a.

Meeting Date: 09/24/2026
Subject: Consider the first reading 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

Consider an ordinance for the first reading of the proposed voluntary annexation of approximately 60 acres at 5359 East Grand Parkway South.

PREFACE

This proposed ordinance is for the first reading for the proposed annexation of approximately 60 acres, located at 5359 East Grand Parkway South, legally described as Tract 17-2-12, Abstract 227 John Steele Survey and Tract 1-1B-3 Abstract 229, Thomas Shepherd, Chambers County, Texas.

City Council held a public hearing for the annexation of the subject area on August 27, 2026. Notice of the public hearing was posted on the City of Baytown's notice board and website on August 14, 2026, and published in The Baytown Sun on August 16, 2026.

The second and final reading of the ordinance and placement into a City Council District is to be held before City Council on October 22, 2026.

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

Ordinance First Reading
Exhibit A Metes and Bounds Description
Vicinity Map
Services Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 60 ACRES LOCATED 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; WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

****

WHEREAS, there being no request for an "on-site" hearing, a public hearing 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 annexation of the property described in Section 2 of this ordinance, were held during the City Council meeting on the 27th day of August 2026, in the City Council Chamber of City Hall of the City of Baytown, Texas; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Baytown, Texas, and in the below-described territories on 16th day of August 2026; and

WHEREAS, notice of the public hearing was posted on the City of Baytown's website on 14th day of August 2026; and

WHEREAS, notice of the public hearing was posted on the City of Baytown's notice board on 14th day of August 2026; and

WHEREAS, the notice posted on the City of Baytown's notice board and website remained posted until the date of the hearing referenced in the notice; 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 property lies within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, it is necessary to include the newly-annexed territory described herein in a Council District; and

WHEREAS, the City Council will hold the First Reading of the Ordinance on the 24th day of September 2026; and

WHEREAS, the City Council is to hold the Second Reading of the Ordinance on the 22nd day of October 2026; 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 such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Baytown, Texas.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, and shall hereinafter be included within the boundary limits of the City of Baytown, Texas, and present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Baytown, Texas, to-wit:

SEE EXHIBIT "A"

Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Baytown, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Baytown and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Baytown, Texas.

Section 4: In accordance with Texas Local Government Code §43.056, as amended, the service plan prepared by the City for providing municipal services to the annexed areas is hereby attached hereto as Exhibit “B”, and is incorporated herein by this reference for all intents and purposes.

Section 4: 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 by the affirmative vote of the City Council of the City of Baytown this the 24th day of September 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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

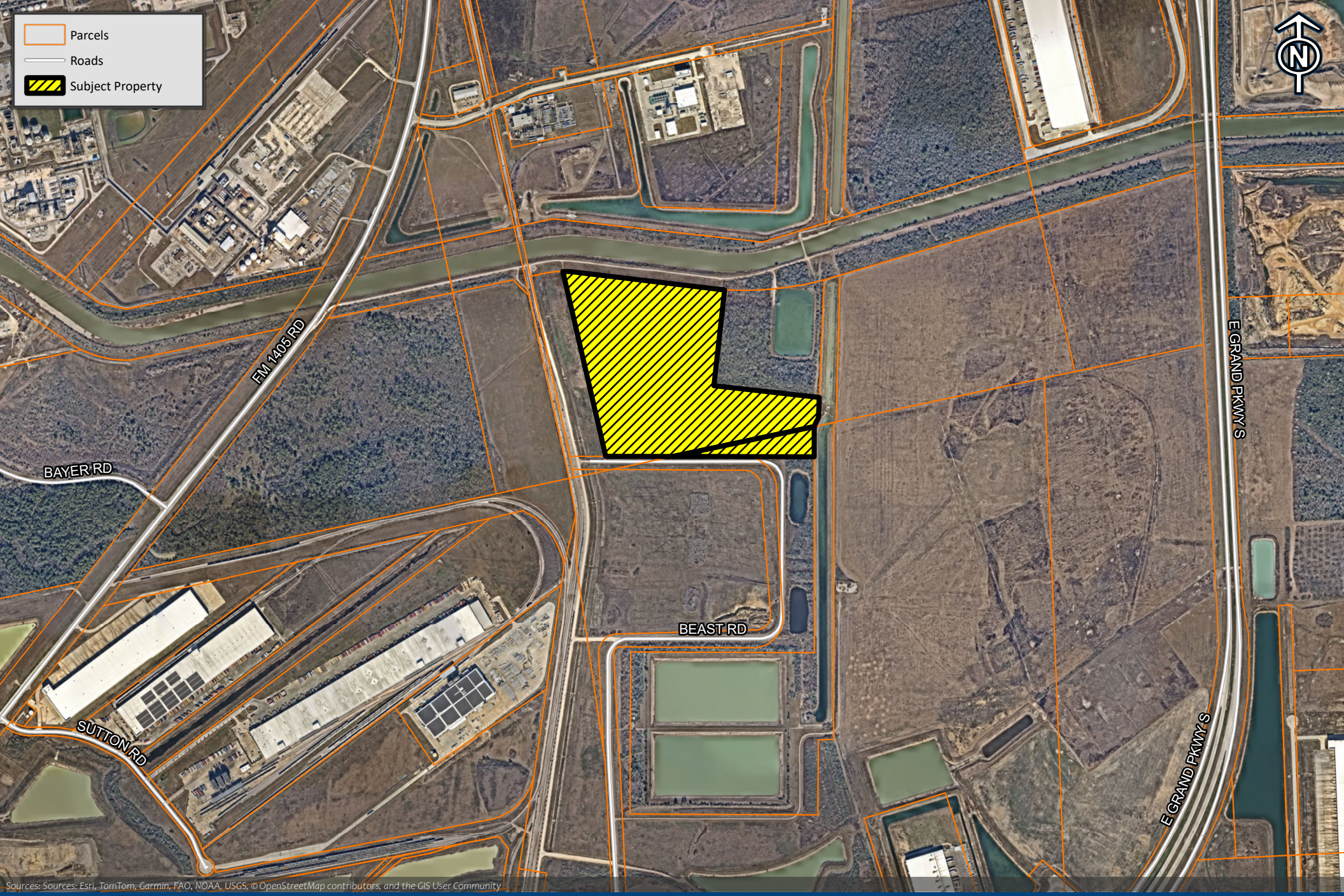
Matt T Hicks

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





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

Services Agreement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Brenda Bradley Smith, President of the Baytown Area Water Authority (the "Owner"), the owner of the property more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner has requested annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City of Baytown (the "City") and the Owner desire to enter into this Services Agreement (this "Agreement") in order to govern the provision of service to the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Owner (collectively the "Parties") do hereby mutually agree as follows:

1. Services to be provided. The Parties agree that upon annexation, the City will provide the following services, which shall be provided at a comparable level to that provided to other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected on the Property as of the date hereof:

   a. Fire. The City, through its Fire Department, will provide fire and emergency medical services to the Property.

   b. Police. The City, through its Police Department, will provide law enforcement services to the Property.

   c. Health. The City, through its Health Department, will provide services pertaining to environmental health, neighborhood protection, storm water, and animal control to the Property.

   d. Planning and Development. The City, through its Planning and Development Services Department, will provide development and building services to the Property, including code enforcement services.

   e. Utility. The City through, its Public Works, Engineering and Finance Departments, will provide water, sewer, storm sewer, and garbage services to the area. Any infrastructure improvements necessary for the Property to receive these services from the existing City infrastructure shall be the sole responsibility of the Owner. Additionally, any additional infrastructure improvements, necessitated by proposed future development, shall be the sole responsibility of the Owner.

   The Parties understand and agree that the City is not required to provide a service that is not included in this Agreement. However, nothing herein shall be construed to preclude the City from providing a service in the future if it chooses to do so.

2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.

3. Remedies. Should the City fail to provide the services within the time period specified in Section 1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently

prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. Miscellaneous Provisions.

(a) Notice. Notices required herein shall be delivered in hand or by registered or certified US mail to the City at the following address:

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

Notice to the Owner may be addressed to Owner at the address indicated on the most recent Harris County property tax roll for the Property.

(b) Severability. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

(c) Non-waiver**.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

(d) 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.

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

(f) Governing Law. This Agreement shall be governed by the laws of the State of Texas and construed in conformity with the provisions of Sections 43.0672 of the Texas Local Government Code. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

(g) Venue. Venue for this Agreement shall be in Harris County, Texas.

(h) Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

(i) Complete Agreement. This Agreement contains all the agreements of the Owner and the City relating to the subject matter hereof and is the full and final expression of the agreement between such parties. This Agreement may be amended only by written agreement signed by the Owner and the City.

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

(k) Authority. The Owner covenants that he/she/it has the authority to enter into this Agreement by virtue of being the owner of the Property. Additionally, the officers executing this Agreement on behalf of the Owner hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

Entered into this____day of_____, 2026.

CITY OF BAYTOWN

_____
JASON REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

OWNER:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me,_____, the undersigned notary public, on this day personally appeared_____, the_____of the

_____ known to me
_____ proved to me on the oath of_____or
_____ proved to me through his/her current_____{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

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

Given under my hand and seal of office this___day of_____, 2026.

_____
Notary Public, State of Texas

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



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By: LM
Heather H. Hawthorne



CITY COUNCIL MEETING 7. a.

Meeting Date: 09/24/2026
Subject: Consider an ordinance abandoning a 0.19-acre portion of Allman Street and authorizing a Quitclaim Deed to Kubik Enterprises, Ltd.
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 abandonment and sale of the City's interest in a 0.19-acre portion of Allman Street situated in the William Scott Lower League, Abstract No. 65, Harris County, Texas and authorizing a Quitclaim Deed to Kubik Enterprises, Ltd.

PREFACE

Kubik Enterprises, Ltd. has petitioned the City to abandon and convey an unimproved 0.19-acre portion of Allman Street, formerly known as Sixth Street, located south of Travis Street. The property is situated in the William Scott Lower League, Abstract No. 65, Harris County, Texas, and is more particularly described in Exhibit "A" to the ordinance.

The applicant requested the abandonment to provide future access to City utilities and emergency access in support of the continued development of its adjacent property. The property was appraised at $19,000. CenterPoint Energy has no objection to the abandonment because a separate easement has been recorded to accommodate its existing facilities. Additionally, all City utilities (water, wastewater and storm water) are unaffected. Therefore, if this ordinance is approved and upon receipt of $19,000.00 from the Petitioner, the City will issue a Quitclaim Deed to Kubik Enterprises, Ltd.

The ordinance abandons the City's interest in the property and authorizes the Mayor to execute a Quitclaim Deed conveying the property to Kubik Enterprises, Ltd.

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

Exhibit A - Survey
Exhibit B - Quitclaim Deed
Exhibit C - Petition for Abandonment

EXHIBIT A

ESTATE OF TEXAS)
COUNTY OF HARRIS)

FIELD NOTES of a 0.19 of an acre tract of land situated in the William Scott Lower League, Abstract 65, Harris County, Texas and being part of Allman Street (formerly known as Sixth Street; 40 feet wide right-of-way) as shown on plat of Jones Addition to Pelly (unrecorded) and on plat of Jones Addition to Pelly as recorded in Volume 855 at Page 73 of the Map Records of Harris County, Texas. Said 0.19 of an acre being that portion of Allman Street (unimproved) that lies South of the South right-of-way line of Travis Street (formerly Third Street; 40 feet wide right-of-way). This 0.19 of an acre is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT 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 = 1.0000000. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a ¾ inch iron pipe found for an interior corner of that certain Tract 2 (part of Lots 7 and 8, Block 26 of said Jones Addition to Pelly, (unrecorded) conveyed by the Estate of Rufus Foreman, deceased, to Albert Sanchez by Deed dated June 9, 1999 and recorded under County Clerk's File #T783893 of the Official Public Records of Real Property of Harris County, Texas and the Westernmost Northwest corner of Lot 1, Block 1 of Kubik Enterprises Ltd. Minor Plat as recorded under Film Code #691260 of the Map Records of Harris County, Texas. Said COMMENCING POINT has a State Plane Coordinate Value of Y=13,831,234.36 and X=3,246,559.35.

THENCE: South 71°34'20" East along the South line of said Tract 2 and the Westernmost North line of said Lot 1, Block 1 for a distance of 45.11 feet to a ½ inch iron rod, with cap (BHA), set for the Southeast corner of said Tract 2, the Southwest corner of said Allman Street (unimproved) and the Southwest corner and POINT OF BEGINNING of this tract. Said BEGINNING POINT has a State Plane Coordinate Value of Y=13,831,220.10 and X=3,246,602.15.

THENCE: North 22°53'40" West along the West line of this tract, the West line of said Allman Street (unimproved), the East line of said Tract 2, the East line of said Lot 7, the East line of a 12 feet wide alley and the East line of Lot 6, Block 26 of Jones Addition to Pelly (unrecorded) as conveyed by Adrian Carranco to Candido Franco, et al, by Deed dated November 6, 2019 and recorded under County Clerk's File #RP-2019-495608 of the Official Public Records of Real property of Harris County, Texas and at 73.78 feet pass a ¾ inch pipe with ½ inch iron rod inside found for the Northeast corner of said Trat 2, the Northeast corner of said Lot 7 and the Southeast corner of said alley; at 85.78 feet pass a ¾ inch iron pipe found for the Northeast corner of said alley and the Southeast corner of said Lot 6; in all, a total distance of 186.17 feet to a ¾ inch iron pipe found at the intersection of the West line of said Allman Street with the South line of said Travis Street for the Northwest corner of this tract and the Northeast corner of said Lot 6.

THENCE: North 67°20'39" East along the North line of this tract, over and across said Allman Street, for a distance of 40.00 feet to a ½ inch iron pipe found at the intersection of the East line of said Allman Street with the South line of said Travis Street for the Northeast corner of this tract and the Northwest corner of that certain called 0.511 of an acre conveyed by Sandra Crosson, et vir, to Jose Luis Garcia, by Deed dated May 12, 2023 and recorded under County Clerk's File #RP-2023-175496 of the Official Public Records of Real Property of Harris County, Texas.

THENCE: South 22°53'40" East along the East line of this tract, the East line of said Allman Street and the West line of said 0.511 of an acre and at 100.22 feet pass a ¾ inch iron pipe found on line; in all, a total distance of 221.17 feet to a ½ inch iron rod, with cap (BHA), set in the Westernmost North line of said Lot 1, Block 1 for the Southeast corner of this tract, the Southeast corner of said Allman Street and the Southwest corner of said called 0.511 of an acre. Said point has a State Plane Coordinate Value of Y=13,831,203.27 and X=3,246,652.68; from which a ½ inch iron rod, with cap (BHA), found for the Southeast corner of said called 0.511 of an acre and an interior corner of said Lot 1, Block 1 bears South 71°34'20" East 1.15 feet.

THENCE: North 71°34'20" West along the South line of this tract, the South line of said Allman Street and the Westernmost North line of said Lot 1, Block 1 for a distance of 53.26 feet to the PLACE OF BEGINNING and containing within these boundaries 0.19 of an acre of land.

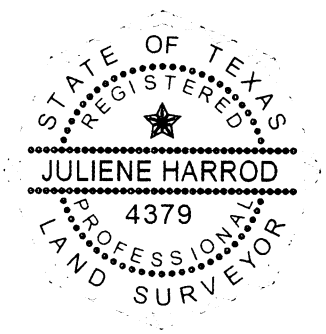
SURVEYOR'S CERTIFICATE

I, Juliene Harrod, 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 October of 2025 and that all lines, boundaries and landmarks are accurately described therein.

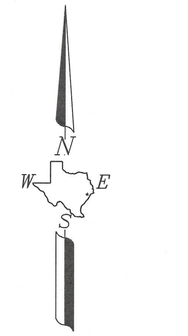
WITNESS my hand and seal at Baytown, Texas, this the 13th day of October, A. D., 2025.

Juliene Harrod

Juliene Harrod
R. P. L. S. No. 4379
25-7130.fdn.docx
Hutchison & Associates, Inc.
1209 Decker Drive, Ste. 100
Baytown, TX 77520
Engineering Firm #F-267
Surveying Firm #100293-00

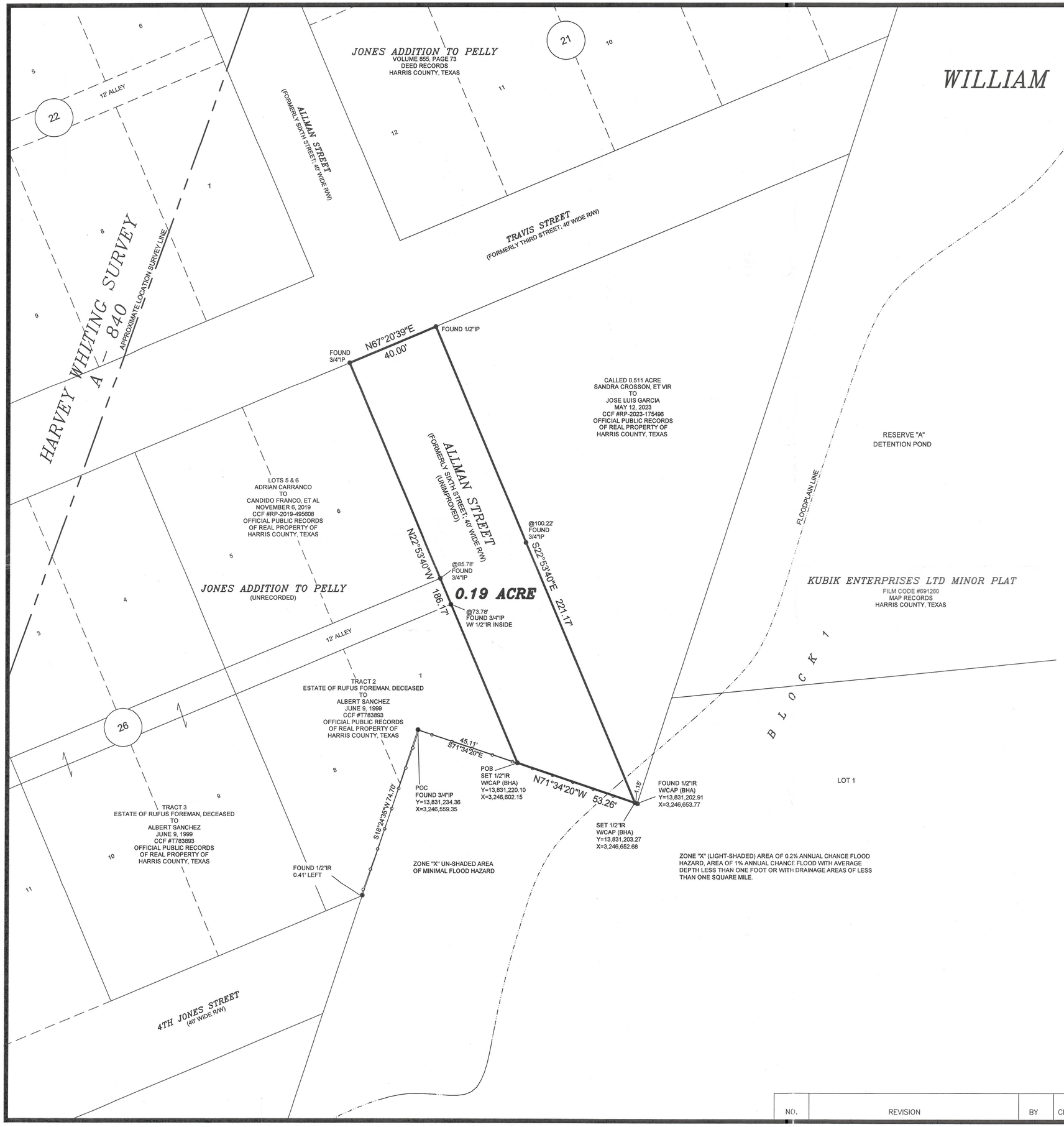


WILLIAM SCOTT LOWER LEAGUE
A – 65



GENERAL NOTES:

1. BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 1.0000000. REFERENCE IS MADE TO THE METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANYING THIS MAP.
2. ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48201C0955 M, DATED JANUARY 6, 2017, FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, THE SUBJECT TRACT SHOWN HEREON IS SITUATED IN ZONE "X" (UNSHADED) AND IN ZONE "X" (LIGHT-SHADED).
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT AND NO RESEARCH WAS PERFORMED BY SURVEYOR TO DETERMINE THE EXISTENCE, IF ANY, OF EASEMENTS AFFECTING THE SUBJECT TRACT, UNLESS AND EXCEPT AS SHOWN HEREON.



~MAP~

BEING 0.19 OF AN ACRE OF LAND SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, ABSTRACT 65, HARRIS COUNTY, TEXAS AND BEING PART OF ALLMAN STREET (FORMERLY KNOWN AS SIXTH STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN ON PLAT OF JONES ADDITION TO PELLY (UNRECORDED) AND ON PLAT OF JONES ADDITION TO PELLY AS RECORDED IN VOLUME 855 AT PAGE 73 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID 0.19 OF AN ACRE BEING THAT PORTION OF ALLMAN STREET (UNIMPROVED) THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF TRAVIS STREET (FORMERLY THIRD STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN HEREON.

I, JULIENE HARROD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4379, DO HEREBY CERTIFY THAT THIS MAP DELINEATES THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, IN OCTOBER OF 2025 AND THAT ALL LINES, BOUNDARIES AND LANDMARKS ARE ACCURATELY SHOWN HEREON.

WITNESS MY HAND AND SEAL AT BAYTOWN, TEXAS, THIS THE 13TH DAY OF OCTOBER, A. D., 2025.

JULIENE HARROD
R. P. L. S. NO. 4379

STATE OF TEXAS
REGISTERED
JULIENE HARROD
4379
PROFESSIONAL
LAND SURVEYOR

HUTCHISON & ASSOCIATES
ENGINEERS * SURVEYORS – 281-422-8213
ENG. FIRM # F-267 ~ SURVEYING FIRM # 100293-00
1209 DECKER DR. BAYTOWN, TEXAS 77520

DRAWN AJH	DESIGN	*0.19 OF AN ACRE – PART OF ALLMAN STREET SURVEYED FOR KUBIK ENTERPRISES, LTD SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, A-65 HARRIS COUNTY, TEXAS*	
CHKD. AR	SCALE 1"=30'		
DATE 10-13-25	F.B.		

NO.	REVISION	BY	CHKD.	APVD.	DATE	DRAWING NAME: 7130.BDRY	JOB NO. 25-7130	REV.	SHEET 1 OF 1

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT the CITY OF BAYTOWN, a home-rule municipality located in Harris and Chambers Counties, Texas, as Transferor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by the TRANSFEREES herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, QUITCLAIMS, TRANSFERS, AND ASSIGNS to KUBIK ENTERPRISES, LTD, as Transferees, all Transferor's right, title, and interest in and to the property described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property

TO HAVE AND TO HOLD all of TRANSFEROR'S right, title, and interest in and to the the Property herein transferred, together with all and singular the rights and appurtenances belonging in any way to Transferor concerning the surface of the Property and transferred herein, by Transferees and Transferees' heirs, personal representatives, successors and assigns forever. Neither Transferor nor Transferor's successors or assigns shall have, claim, or demand any right, title, or interest in all or any part of the Property.

EXECUTED this the ____ day of _____, 2026.

TRANSFEROR
CITY OF BAYTOWN

BY:_____
CHARLES JOHNSON
Mayor

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, _____, the undersigned notary public, on this day personally appeared Charles Johnson, the Mayor of the City of Baytown, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of City of Baytown in the capacity stated.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

My commission expires: _____

TRANSFEROR'S ADDRESS:
CITY OF BAYTOWN
OFFICE OF THE CITY CLERK
P.O. BOX 424
BAYTOWN, TEXAS 77522-0424

RETURN TO TRANSFEREES:

EXHIBIT A

ESTATE OF TEXAS)
COUNTY OF HARRIS)

FIELD NOTES of a 0.19 of an acre tract of land situated in the William Scott Lower League, Abstract 65, Harris County, Texas and being part of Allman Street (formerly known as Sixth Street; 40 feet wide right-of-way) as shown on plat of Jones Addition to Pelly (unrecorded) and on plat of Jones Addition to Pelly as recorded in Volume 855 at Page 73 of the Map Records of Harris County, Texas. Said 0.19 of an acre being that portion of Allman Street (unimproved) that lies South of the South right-of-way line of Travis Street (formerly Third Street; 40 feet wide right-of-way). This 0.19 of an acre is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT 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 = 1.0000000. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a ¾ inch iron pipe found for an interior corner of that certain Tract 2 (part of Lots 7 and 8, Block 26 of said Jones Addition to Pelly, (unrecorded) conveyed by the Estate of Rufus Foreman, deceased, to Albert Sanchez by Deed dated June 9, 1999 and recorded under County Clerk's File #T783893 of the Official Public Records of Real Property of Harris County, Texas and the Westernmost Northwest corner of Lot 1, Block 1 of Kubik Enterprises Ltd. Minor Plat as recorded under Film Code #691260 of the Map Records of Harris County, Texas. Said COMMENCING POINT has a State Plane Coordinate Value of Y=13,831,234.36 and X=3,246,559.35.

THENCE: South 71°34'20" East along the South line of said Tract 2 and the Westernmost North line of said Lot 1, Block 1 for a distance of 45.11 feet to a ½ inch iron rod, with cap (BHA), set for the Southeast corner of said Tract 2, the Southwest corner of said Allman Street (unimproved) and the Southwest corner and POINT OF BEGINNING of this tract. Said BEGINNING POINT has a State Plane Coordinate Value of Y=13,831,220.10 and X=3,246,602.15.

THENCE: North 22°53'40" West along the West line of this tract, the West line of said Allman Street (unimproved), the East line of said Tract 2, the East line of said Lot 7, the East line of a 12 feet wide alley and the East line of Lot 6, Block 26 of Jones Addition to Pelly (unrecorded) as conveyed by Adrian Carranco to Candido Franco, et al, by Deed dated November 6, 2019 and recorded under County Clerk's File #RP-2019-495608 of the Official Public Records of Real property of Harris County, Texas and at 73.78 feet pass a ¾ inch pipe with ½ inch iron rod inside found for the Northeast corner of said Trat 2, the Northeast corner of said Lot 7 and the Southeast corner of said alley; at 85.78 feet pass a ¾ inch iron pipe found for the Northeast corner of said alley and the Southeast corner of said Lot 6; in all, a total distance of 186.17 feet to a ¾ inch iron pipe found at the intersection of the West line of said Allman Street with the South line of said Travis Street for the Northwest corner of this tract and the Northeast corner of said Lot 6.

THENCE: North 67°20'39" East along the North line of this tract, over and across said Allman Street, for a distance of 40.00 feet to a ½ inch iron pipe found at the intersection of the East line of said Allman Street with the South line of said Travis Street for the Northeast corner of this tract and the Northwest corner of that certain called 0.511 of an acre conveyed by Sandra Crosson, et vir, to Jose Luis Garcia, by Deed dated May 12, 2023 and recorded under County Clerk's File #RP-2023-175496 of the Official Public Records of Real Property of Harris County, Texas.

THENCE: South 22°53'40" East along the East line of this tract, the East line of said Allman Street and the West line of said 0.511 of an acre and at 100.22 feet pass a ¾ inch iron pipe found on line; in all, a total distance of 221.17 feet to a ½ inch iron rod, with cap (BHA), set in the Westernmost North line of said Lot 1, Block 1 for the Southeast corner of this tract, the Southeast corner of said Allman Street and the Southwest corner of said called 0.511 of an acre. Said point has a State Plane Coordinate Value of Y=13,831,203.27 and X=3,246,652.68; from which a ½ inch iron rod, with cap (BHA), found for the Southeast corner of said called 0.511 of an acre and an interior corner of said Lot 1, Block 1 bears South 71°34'20" East 1.15 feet.

THENCE: North 71°34'20" West along the South line of this tract, the South line of said Allman Street and the Westernmost North line of said Lot 1, Block 1 for a distance of 53.26 feet to the PLACE OF BEGINNING and containing within these boundaries 0.19 of an acre of land.

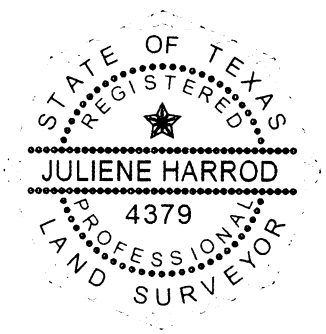
SURVEYOR'S CERTIFICATE

I, Juliene Harrod, 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 October of 2025 and that all lines, boundaries and landmarks are accurately described therein.

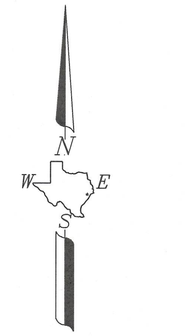
WITNESS my hand and seal at Baytown, Texas, this the 13th day of October, A. D., 2025.

Juliene Harrod

Juliene Harrod
R. P. L. S. No. 4379
25-7130.fdn.docx
Hutchison & Associates, Inc.
1209 Decker Drive, Ste. 100
Baytown, TX 77520
Engineering Firm #F-267
Surveying Firm #100293-00

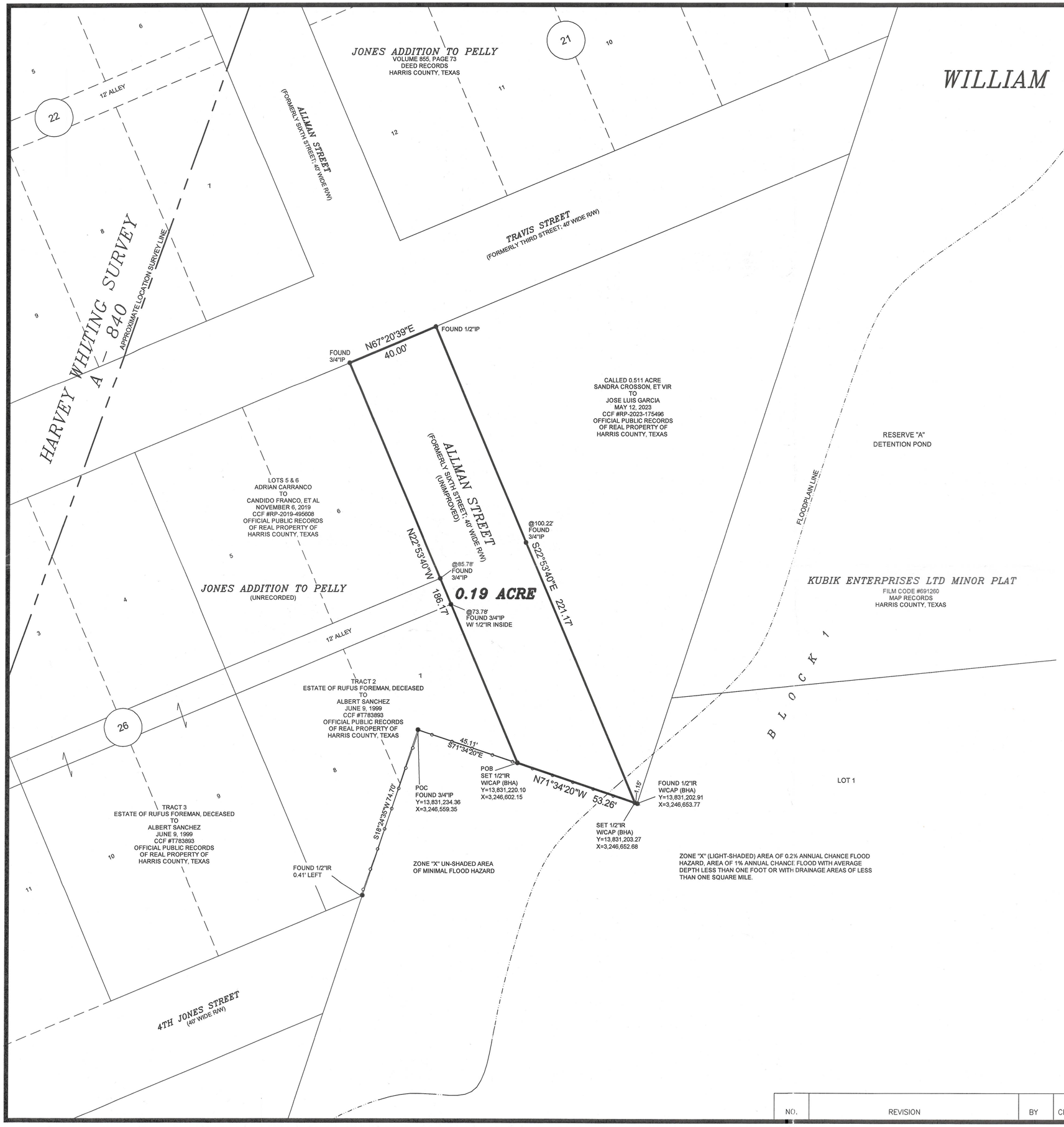


WILLIAM SCOTT LOWER LEAGUE
A – 65



GENERAL NOTES:

1. BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 1.0000000. REFERENCE IS MADE TO THE METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANYING THIS MAP.
2. ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48201C0955 M, DATED JANUARY 6, 2017, FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, THE SUBJECT TRACT SHOWN HEREON IS SITUATED IN ZONE "X" (UNSHADED) AND IN ZONE "X" (LIGHT-SHADED).
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT AND NO RESEARCH WAS PERFORMED BY SURVEYOR TO DETERMINE THE EXISTENCE, IF ANY, OF EASEMENTS AFFECTING THE SUBJECT TRACT, UNLESS AND EXCEPT AS SHOWN HEREON.



~MAP~

BEING 0.19 OF AN ACRE OF LAND SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, ABSTRACT 65, HARRIS COUNTY, TEXAS AND BEING PART OF ALLMAN STREET (FORMERLY KNOWN AS SIXTH STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN ON PLAT OF JONES ADDITION TO PELLY (UNRECORDED) AND ON PLAT OF JONES ADDITION TO PELLY AS RECORDED IN VOLUME 855 AT PAGE 73 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID 0.19 OF AN ACRE BEING THAT PORTION OF ALLMAN STREET (UNIMPROVED) THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF TRAVIS STREET (FORMERLY THIRD STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN HEREON.

I, JULIENE HARROD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4379, DO HEREBY CERTIFY THAT THIS MAP DELINEATES THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, IN OCTOBER OF 2025 AND THAT ALL LINES, BOUNDARIES AND LANDMARKS ARE ACCURATELY SHOWN HEREON.

WITNESS MY HAND AND SEAL AT BAYTOWN, TEXAS, THIS THE 13TH DAY OF OCTOBER, A. D., 2025.

JULIENE HARROD
R. P. L. S. NO. 4379

STATE OF TEXAS
REGISTERED
JULIENE HARROD
4379
PROFESSIONAL
LAND SURVEYOR

HUTCHISON & ASSOCIATES
ENGINEERS * SURVEYORS – 281-422-8213
ENG. FIRM # F-267 ~ SURVEYING FIRM # 100293-00
1209 DECKER DR. BAYTOWN, TEXAS 77520

DRAWN AJH	DESIGN	*0.19 OF AN ACRE – PART OF ALLMAN STREET SURVEYED FOR KUBIK ENTERPRISES, LTD SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, A-65 HARRIS COUNTY, TEXAS*	
CHKD. AR	SCALE 1"=30'		
DATE 10-13-25	F.B.		

NO.	REVISION	BY	CHKD.	APVD.	DATE	DRAWING NAME: 7130.BDRY	JOB NO. 25-7130	REV.	SHEET 1 OF 1

EXHIBIT C

CITY OF BAYTOWN
City Clerk's Office
2401 Market Street Baytown, Texas 77520
Phone: (281) 420-6504 Fax: (281) 420-5891
Web: www.baytown.org

FOR OFFICE USE ONLY
Date Received: JAN 7 2026 AM 11:09
Date Processed: _____

PETITION FOR ABANDONMENT OF STREET, ALLEY, PUBLIC WAY, EASEMENT OR PORTION THEREOF Fee: $300.00

Applicant Information

1) Full Name of Applicant: JOSH KUBIK
Name of Company if Applicable: KUBIK ENTERPRISES, LTD
2) Mailing Address: 1102 S. HIGHWAY 146
City: BAYTOWN State: TX Zip: 77520
3) Primary Phone: 281-427-9661 Secondary Phone: 281-831-1261 (CELL)
4) Email Address: josh.kubik@bamindgrp.com

Affidavit

I, the above noted applicant hereby state that the facts set out in the foregoing petition are true and correct.

Signed this the 7 day of January, 2026.

Signature

JOSH KUBIK / VICE-PRESIDENT
Printed Name / Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Josh Kubik, known to me 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of JANUARY, 2026.

Carolyn Ann Christensen
My Commission Expires
1/16/2028
Notary ID 125008882

Carolyn Ann Christensen
Notary Public * State of Texas

PETITION

STATE OF TEXAS §
§
COUNTY OF HARRIS §

PETITION FOR ABANDONMENT OF STREET, ALLEY, PUBLIC WAY, EASEMENT OR PORTION THEREOF

WE THE, THE UNDERSIGNED PROPERTY OWNERS ALONG _____

_____

_____ **IN BAYTOWN, TEXAS, RESPECTFULLY REQUEST THAT THE CITY COUNCIL OF THE CITY OF BAYTOWN ABANDON THE FOLLOWING (DESCRIPTION OF THE STREET, ALLEY, PUBLIC WAY OR EASEMENT):** ABANDONED ALLMAN STREET EASEMENT – LEGAL DESCRIPTION ATTACHED.

_____

Please attach the metes and bounds of the area to be abandoned (certified by a surveyor), and the appraisal of said property. You may also attach a map and/or plat of the area as deemed appropriate to the application

PROPERTY OWNERS (all property owners participating in the petition for abandonment must be listed below, along with their signature)**:**

1.) Full Name of Owner: KUBIK ENTERPRISES, LTD
Owner Address: 1102 S. HIGHWAY 146
City: BAYTOWN State: TX Zip: 77520
SIGNATURE: _____

2.) Full Name of Owner: _____
Owner Address: _____
City: _____ State: _____ Zip: _____
SIGNATURE: _____

3.) Full Name of Owner: _____
Owner Address: _____
City: _____ State: _____ Zip: _____
SIGNATURE: _____

4.) Full Name of Owner: _____
Owner Address: _____
City: _____ State: _____ Zip: _____
SIGNATURE: _____

You may attach more property owner sheets to this application as needed.

ESTATE OF TEXAS)
COUNTY OF HARRIS)

FIELD NOTES of a 0.19 of an acre tract of land situated in the William Scott Lower League, Abstract 65, Harris County, Texas and being part of Allman Street (formerly known as Sixth Street; 40 feet wide right-of-way) as shown on plat of Jones Addition to Pelly (unrecorded) and on plat of Jones Addition to Pelly as recorded in Volume 855 at Page 73 of the Map Records of Harris County, Texas. Said 0.19 of an acre being that portion of Allman Street (unimproved) that lies South of the South right-of-way line of Travis Street (formerly Third Street; 40 feet wide right-of-way). This 0.19 of an acre is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT 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 = 1.0000000. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a ¾ inch iron pipe found for an interior corner of that certain Tract 2 (part of Lots 7 and 8, Block 26 of said Jones Addition to Pelly, (unrecorded) conveyed by the Estate of Rufus Foreman, deceased, to Albert Sanchez by Deed dated June 9, 1999 and recorded under County Clerk's File #T783893 of the Official Public Records of Real Property of Harris County, Texas and the Westernmost Northwest corner of Lot 1, Block 1 of Kubik Enterprises Ltd. Minor Plat as recorded under Film Code #691260 of the Map Records of Harris County, Texas. Said COMMENCING POINT has a State Plane Coordinate Value of Y=13,831,234.36 and X=3,246,559.35.

THENCE: South 71°34'20" East along the South line of said Tract 2 and the Westernmost North line of said Lot 1, Block 1 for a distance of 45.11 feet to a ½ inch iron rod, with cap (BHA), set for the Southeast corner of said Tract 2, the Southwest corner of said Allman Street (unimproved) and the Southwest corner and POINT OF BEGINNING of this tract. Said BEGINNING POINT has a State Plane Coordinate Value of Y=13,831,220.10 and X=3,246,602.15.

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THENCE: North 71°34'20" West along the South line of this tract, the South line of said Allman Street and the Westernmost North line of said Lot 1, Block 1 for a distance of 53.26 feet to the PLACE OF BEGINNING and containing within these boundaries 0.19 of an acre of land.

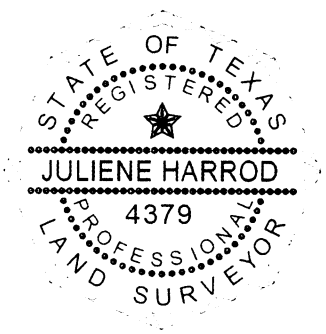
SURVEYOR'S CERTIFICATE

I, Juliene Harrod, 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 October of 2025 and that all lines, boundaries and landmarks are accurately described therein.

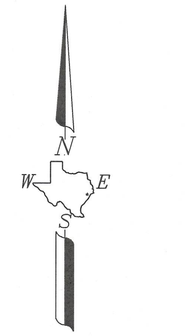
WITNESS my hand and seal at Baytown, Texas, this the 13th day of October, A. D., 2025.

Juliene Harrod

Juliene Harrod
R. P. L. S. No. 4379
25-7130.fdn.docx
Hutchison & Associates, Inc.
1209 Decker Drive, Ste. 100
Baytown, TX 77520
Engineering Firm #F-267
Surveying Firm #100293-00

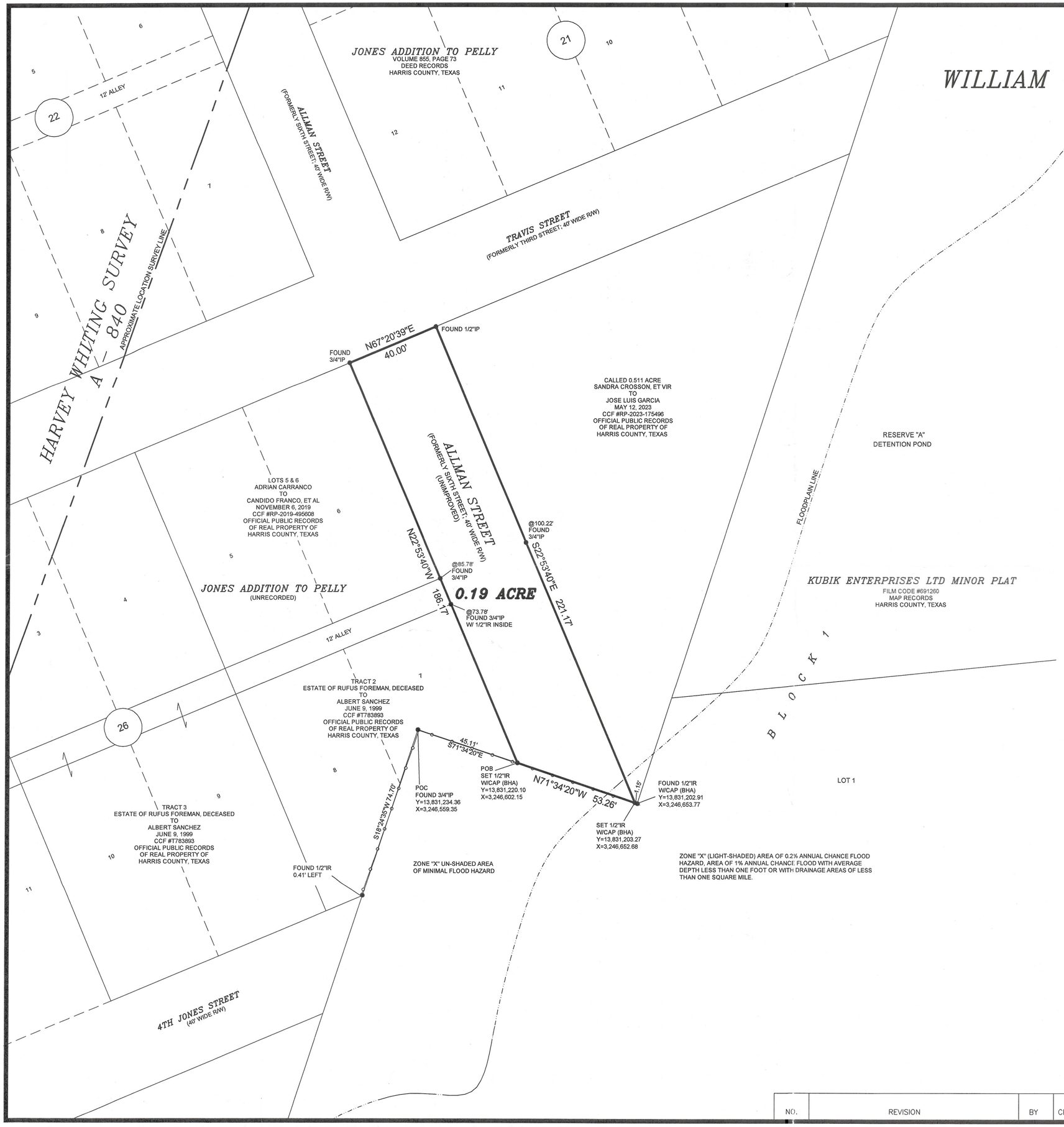


WILLIAM SCOTT LOWER LEAGUE
A – 65



GENERAL NOTES:

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2. ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48201C0955 M, DATED JANUARY 6, 2017, FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, THE SUBJECT TRACT SHOWN HEREON IS SITUATED IN ZONE "X" (UNSHADED) AND IN ZONE "X" (LIGHT-SHADED).
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT AND NO RESEARCH WAS PERFORMED BY SURVEYOR TO DETERMINE THE EXISTENCE, IF ANY, OF EASEMENTS AFFECTING THE SUBJECT TRACT, UNLESS AND EXCEPT AS SHOWN HEREON.



~MAP~

BEING 0.19 OF AN ACRE OF LAND SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, ABSTRACT 65, HARRIS COUNTY, TEXAS AND BEING PART OF ALLMAN STREET (FORMERLY KNOWN AS SIXTH STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN ON PLAT OF JONES ADDITION TO PELLY (UNRECORDED) AND ON PLAT OF JONES ADDITION TO PELLY AS RECORDED IN VOLUME 855 AT PAGE 73 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID 0.19 OF AN ACRE BEING THAT PORTION OF ALLMAN STREET (UNIMPROVED) THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF TRAVIS STREET (FORMERLY THIRD STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN HEREON.

I, JULIENE HARROD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4379, DO HEREBY CERTIFY THAT THIS MAP DELINEATES THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, IN OCTOBER OF 2025 AND THAT ALL LINES, BOUNDARIES AND LANDMARKS ARE ACCURATELY SHOWN HEREON.

WITNESS MY HAND AND SEAL AT BAYTOWN, TEXAS, THIS THE 13TH DAY OF OCTOBER, A. D., 2025.

JULIENE HARROD
R. P. L. S. NO. 4379

STATE OF TEXAS
REGISTERED
JULIENE HARROD
4379
PROFESSIONAL
LAND SURVEYOR

HUTCHISON & ASSOCIATES
ENGINEERS * SURVEYORS – 281-422-8213
ENG. FIRM # F-267 ~ SURVEYING FIRM # 100293-00
1209 DECKER DR. BAYTOWN, TEXAS 77520

DRAWN AJH	DESIGN	*0.19 OF AN ACRE – PART OF ALLMAN STREET SURVEYED FOR KUBIK ENTERPRISES, LTD SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, A-65 HARRIS COUNTY, TEXAS*	
CHKD. AR	SCALE 1"=30'		
DATE 10-13-25	F.B.		

NO.	REVISION	BY	CHKD.	APVD.	DATE	DRAWING NAME: 7130.BDRY	JOB NO. 25-7130	REV.	SHEET 1 OF 1



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

ALLMAN STREET EXTENSION
BAYTOWN, TX 77520

for

ACE INDUSTRIAL SERVICES
1102 S. BUSINESS HWY 146, BAYTOWN, TX 77520

as of

September 10, 2025

by

CHET THEISS
211 POST OAK DRIVE
BAYTOWN, TX 77520
(281) 424-4480

Complete Appraisal Analysis - Summary Appraisal Report

LAND APPRAISAL REPORT

File No. 0910225

IDENTIFICATION

Borrower N/A | Census Tract 2544.00 | Map Reference 541C

Property Address ALLMAN STREET EXTENSION

City BAYTOWN | County HARRIS | State TX | Zip Code 77520

Legal Description SEE SURVEY & MEETS & BOUNDS DESCRIPTION

Sale Price $N/A | Date of Sale N/A | Loan Term N/A yrs | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ (yr.) | Loan charges to be paid by seller $N/A | Other sales concessions N/A

Lender/Client ACE INDUSTRIAL SERVICES | Address 1102 S. BUSINESS HWY 146, BAYTOWN, TX 77520

Occupant N/A | Appraiser CHET THEISS | Instructions to Appraiser ESTIMATE MARKET VALUE

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 90 % 1 Family ___ % 2-4 Fam ___ % Apts. ___ % Condo 5 % Commercial ___ % Industrial 5 % Vacant ___ %

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ___ To ___

Predominant Occupancy [X] Owner [ ] Tenant 1 % Vacant

Single Family Price Range $ 60K to $ 300K | Predominant Value $ 175K

Single Family Age 20 yrs. to 95 yrs. | Predominant Age 60 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) THE MARKET AREA IS BUILT UP OF MAINLY RESIDENTIAL HOMES, HOWEVER, THERE IS A SMALL PERCENTAGE OF COMMERCIAL, AND A FEW VACANT LOT PROPERTIES YET TO BE BUILT ON. *** See Additional Comments ***

SITE

Dimensions 40' X 221.17' X 53.26' X 186.17 PER SURVEY = 0.19 ACRE/8,276 SF, PER SURVEY [ ] Corner Lot

Zoning Classification MIXED RESIDENTIAL (MR) | Present improvements [X] do [ ] do not conform to zoning regulations

Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface ASPHALT

Maintenance: [X] Public [ ] Private

[X] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [X] Street Lights

Topo LEVEL

Size TYPICAL OF AREA AND MARKET

Shape RECTANGULAR

View RESIDENTIAL & COMMERCIAL

Drainage APPEARS ADEQUATE

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) NO ADVERSE EASEMENTS OR ENCROACHMENTS WERE NOTED. THE SUBJECT'S SITE IS A DEAD END EXTENTION OF ALLMAN STREET, AND WOULD NOT BE CONSIDERED A TYPICAL PARCEL, DUE TO IT BEING A 40' WIDE. THIS WOULD BE A LITTLE THINNER THAN THE TYPICAL RESIDENTIAL LOT IN THE AREA. *** See Additional Comments ***

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	ALLMAN STREET BAYTOWN 541C	TR 1, BLK 22, W NAZRO ST BAYTOWN 541B		300 NEAL ST. BAYTOWN 541B		LOT 15, BLK2, MIRAM ST. BAYTOWN 541C	
Proximity to Subj.		BLOCKS		BLOCKS		BLOCKS	
Sales Price	$ N/A		$ 11,064		$ 28,000		$ 20,000
Price	$ N/A		$ 2.00		$ 5.60		$ 4.00
Data Source	INSPECT/SURVEY/TAX	MLS/TAX OFFICE		MLS/TAX OFFICE		MLS/TAX OFFICE	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
	N/A	9/10/2025 CLSD		8/6/2025 CLSD		7/25/2025 CLSD	
Location	TYPICAL	TYPICAL		TYPICAL		TYPICAL	
Site/View	TYPICAL/RES & COMM	TYPICAL/RES & COMM	-0-	TYPICAL/RES	-2,000	TYPICAL/RES & COMM	-0-
Site Area	8,276 SF/INT	5,532 SF/CORNER	-0-	5,000 SF/CORNER	-0-	5,000 SF/INT	-0-
FUNCTNL	FAIR	AVERAGE	-0-	AVERAGE	-0-	AVERAGE	-0-
IMPRVMNT	NONE	NONE		NONE		NONE	
UTILITIES	PUBLIC	PUBLIC		PUBLIC		PUBLIC	
Sales or Financing Concessions	N/A	CASH SALE NO SELLER PTS.	-0-	CASH SALE NO SELLER PTS.	-0-	CASH SALE NO SELLER PTS.	-0-
Net Adj. (Total)		[ ] Plus [ ] Minus $		[ ] Plus [X] Minus $	-2,000	[ ] Plus [ ] Minus $	
Indicated Value of Subject		Gross 0.0% Net 0.0%	$ 11,064	Gross 7.1% Net -7.1%	$ 26,000	Gross 0.0% Net 0.0%	$ 20,000

RECONCILIATION

Comments on Market Data: THE EQUAL WEIGHT HAS BEEN GIVEN TO ALL SALES, DUE TO THEIR BEING THE MOST RECENT AND SIMILAR. ALL COMPARABLE SALES WERE VERIFIED THROUGH MLS AND THE HARRIS COUNTY APPRAISAL DISTRICT (HCAD). ***SEE ATTACHED COMMENTS***

Comments and Conditions of Appraisal: THIS REPORT IS INTENDED FOR USE BY SKIP ROME, FOR ESTIMATING MARKET VALUE PURPOSES. THE SUBJECT HAS NOT SOLD IN THE PAST 36 MONTHS.

Final Reconciliation: CONSIDERATION HAS BEEN GIVEN TO THE SALES COMPARISON APPROACH AS IT REFLECTS THE TYPICAL ACTIONS OF BUYERS AND SELLERS. THE COST AND THE INCOME APPROACHES HAVE NOT BEEN CONSIDERED APPLICABLE IN THIS LOT/LAND APPRAISAL.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF September 10, 2025 to be $19,000

Appraiser(s) Signature: Chet Theiss

Name: Richard "Chet" Theiss Jr. | Date: 12/18/2025

State TX [ ] License [X] Certification # TX-1323288-R

Review Appraiser (if applicable) [ ] Did [ ] Did Not Physically Inspect Property

Signature ___ Name ___ Date ___

State ___ [ ] License [ ] Certification #

Scope of the Appraisal
THE EXTENT OF THE APPRAISERS INVESTIGATION INCLUDED: (1) REVIEWING THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY; (2) CONDUCTING AN EXTERIOR INSPECTION OF THE SITE; (3) CONDUCTING AN INSPECTION OF THE NEIGHBORHOOD AND ANALYSIS OF REGIONAL CHARACTERISTICS; (4) RESEARCH OF COMPARABLE SALES (AND RENTALS, IF APPLICABLE) FROM IN-HOUSE FILES, MULTIPLE LISTINGS SERVICE, MARKET DATA CENTER, LENDERS, TAX RECORDS, AND CURRENT LISTINGS; (5) ANALYSIS OF THE SELECTED COMPARABLE SALES AND LISTINGS INCLUDING VERIFICATION OF REPORTED DATA; (6) CONSIDERATION OF THE HIGHEST AND BEST USE OF THE SUBJECT PROPERTY; (7) CONSIDERATION AND APPLICATION OF APPLICABLE APPROACHES TO VALUE AND; (8) FINAL RECONCILIATION OF THE DATA TO ARRIVE AT THE ESTIMATED MARKET VALUE. WITH THE SPECIAL CONSIDERATION (DUE TO THIS BEING AND ESTATE) OF THE TIME FRAME OF COMPARABLE SALES, TYPICALLY FROM THE DATE OF THE INSPECTION THE APPRAISER IS CONSIDERING THE MOST RECENT PHYSICALLY SIMILAR SALES. WITH THIS BEING AN ESTATE CASE, FROM A SPECIFIC POINT IN TIME, AS OF JUNE 17, 2005, THE COMPS HAVE COME PRIOR TO THIS DATE.

Neighborhood
THE SUBJECT IS LOCATED IN THE CITY INCORPORATED CITY OF BAYTOWN, TX, IN SOUTHERN PORTION THE CITY, AND THE FAR EASTERN SIDE OF HARRIS COUNTY. THE CITY IS ZONED, AND THE SUBJECT'S NEIGHBORHOOD IS ZONED MIXED USE (MR), WHICH IS TYPICAL FOR THE AREA AND MARKET. THE NEIGHBORHOOD IS MAINLY OLDER SINGLE FAMILY RESIDENCES.

THE SUBJECT'S NEIGHBORHOOD IS NOT ASSESSED ANY ANNUAL FEES, NOR IS IT APART OF A HOMEOWNERS ASSOCIATION.

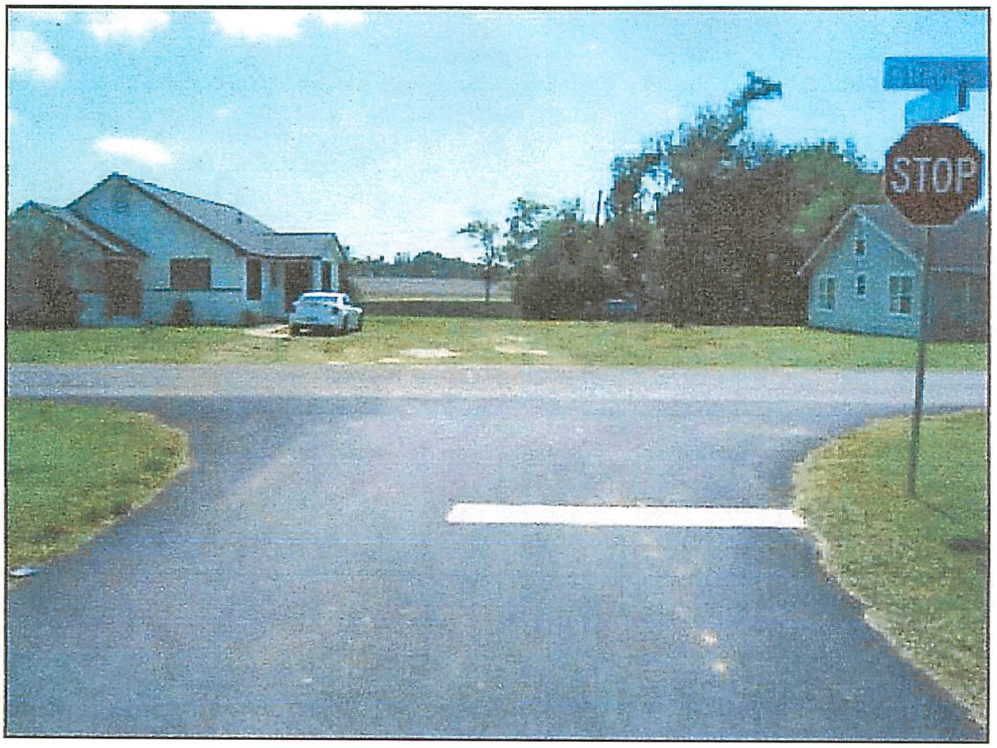
THE NEIGHBORHOOD IS APPROXIMATELY 28 MILES EAST OF DOWNTOWN HOUSTON. SCHOOLS, SHOPPING FACILITIES, AND WORK AREAS ARE ACCESSIBLE TO THE SUBJECT'S NEIGHBORHOOD.

Site
THE S/P'S NEIGHBORHOOD IS ZONED MIXED RESIDENTIAL (MR). THE MIXED RESIDENTIAL ZONE IS DESIGNED FOR AREA WITH A VARIETY OF HOUSING TYPES (APARTMENTS, TOWNHOMES, MANUFACTURED HOMES AND SINGLE FAMILY RESIDENTIAL) AND DENSITIES (OFTEN 8-15 UNITS/ACRE), ENCOURAGING DIVERSE HOUSING OPTIONS WITHIN A SINGLE NEIGHBORHOOD, WHICH IS TYPICAL OF THE AREA AND MARKET.

FLOOD ZONE INFORMATION - ZONE X, MAP DATED 1/6/2017, FEMA MAP NUMBER 48201 C 0955 M. ***SEE ATTACHED FLOOD MAP***

Comments on Market Data
ALL THREE COMPS HAVE COME FROM THE SUBJECT'S IMMEDIATE AREA. COMP 2 IS NOTED TO NOT HAVE ANY COMMERCIAL INFLUENCES AND THIS INFLUENCE WAS CONSIDERED AND ADJUSTED FOR.

THE SALES UTILIZED IN THE REPORT WERE THE BEST, MOST RECENT AND PHYSICALLY SIMILAR COMPARABLES FROM THE SUBJECT'S MARKET AREA.



FRONT VIEW OF
SUBJECT PROPERTY



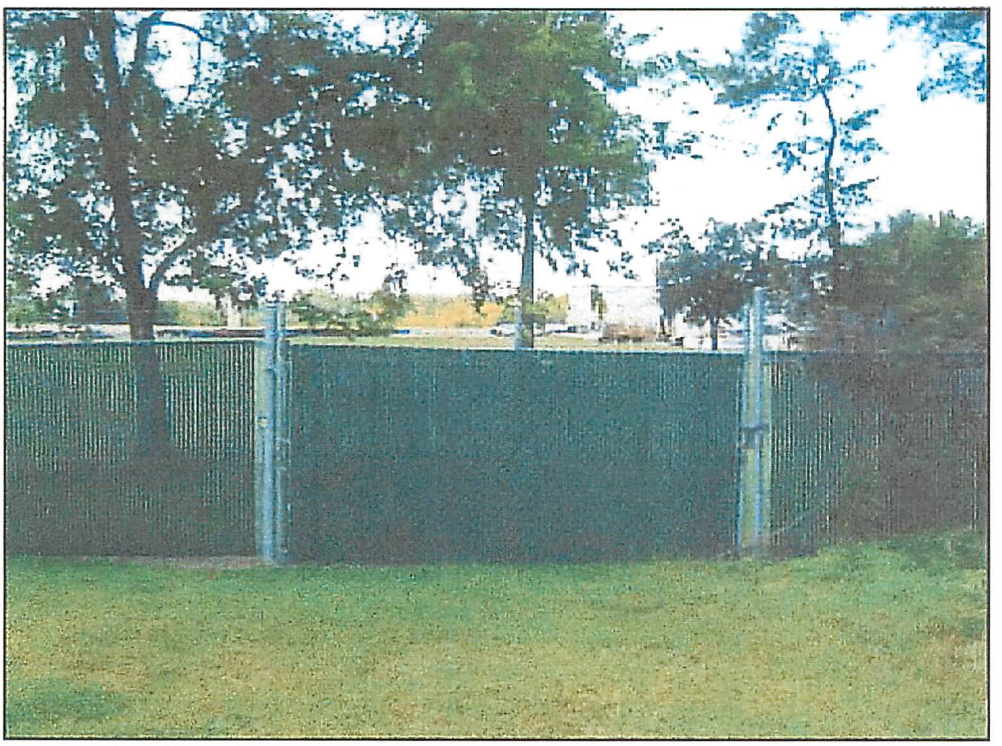
REAR VIEW OF
SUBJECT PROPERTY



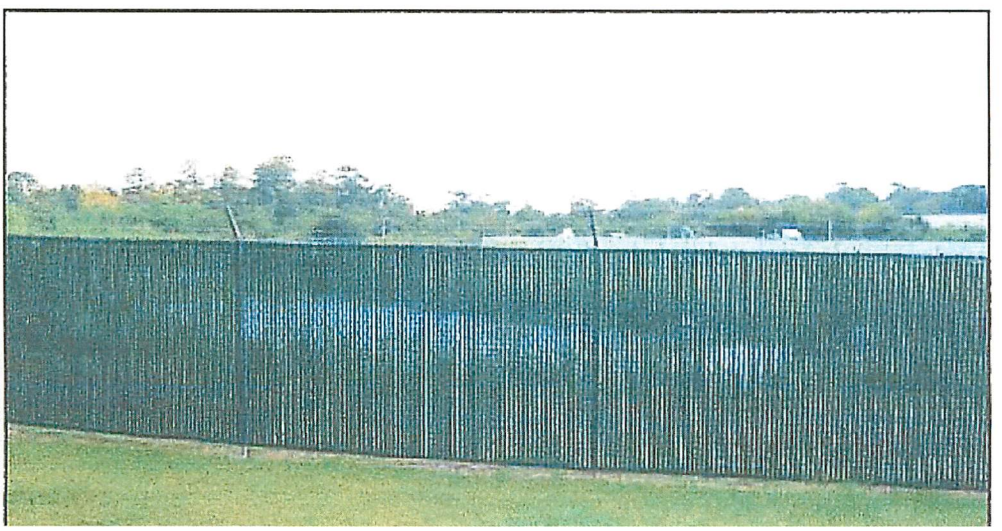
STREET SCENE OF
SUBJECT PROPERTY



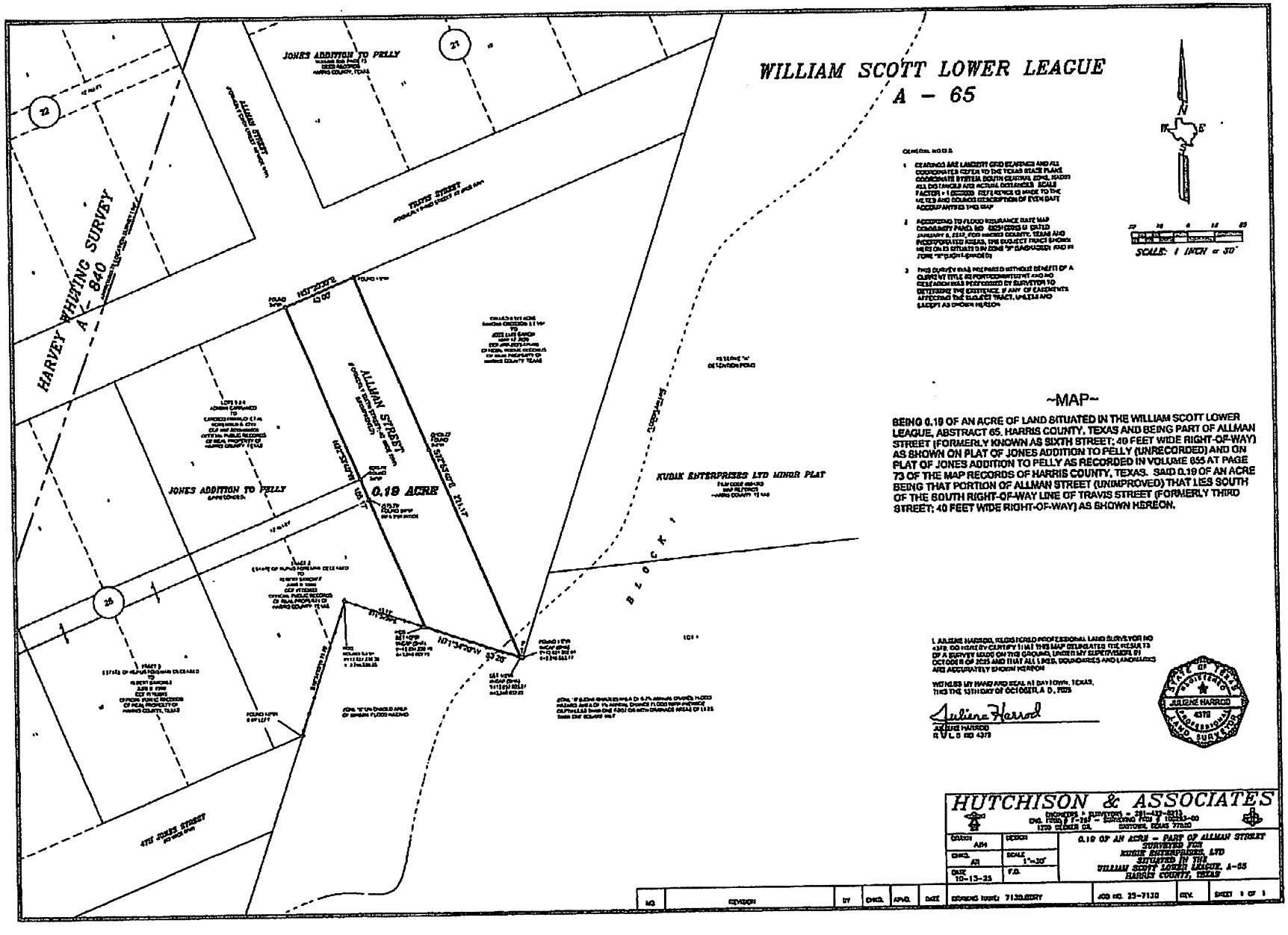
ALLMAN STREET EXTENSION
FRONT PORTION OF SITE



ALLMAN STREET EXTENSION
REAR GATE



ALLMAN STREET EXTENSION
SIDE VIEW TO RETENTION POND


WILLIAM SCOTT LOWER LEAGUE
A – 65
JONES ADDITION TO PELLY
HARVEY WHITING SURVEY
A – 840
TRAVIS STREET
ALLMAN STREET
0.19 ACRE
KUBIK ENTERPRISES LTD MINOR PLAT
BLOCK 1
4TH JONES STREET
SCALE: 1 INCH = 30'
~MAP~
BEING 0.19 OF AN ACRE OF LAND SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, ABSTRACT 65, HARRIS COUNTY, TEXAS AND BEING PART OF ALLMAN STREET (FORMERLY KNOWN AS SIXTH STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN ON PLAT OF JONES ADDITION TO PELLY (UNRECORDED) AND ON PLAT OF JONES ADDITION TO PELLY AS RECORDED IN VOLUME 655 AT PAGE 73 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID 0.19 OF AN ACRE BEING THAT PORTION OF ALLMAN STREET (UNIMPROVED) THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF TRAVIS STREET (FORMERLY THIRD STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN HEREON.
JULIANE HARROD
R.P.L.S. NO 4378
HUTCHISON & ASSOCIATES
0.19 OF AN ACRE – PART OF ALLMAN STREET
SURVEYED FOR
KUBIK ENTERPRISES, LTD
SITUATED IN THE
WILLIAM SCOTT LOWER LEAGUE, A-65
HARRIS COUNTY, TEXAS
DRAWN ASH
DESIGN
CHKD. AH
SCALE 1"=30'
DATE 10-13-25
F.B.
JOB NO. 25-7130
SHEET 1 OF 1

National Flood Hazard Layer FIRMette

FEMA

94°58'41"W 29°43'27"N



94°58'3"W 29°42'56"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023



COMPARABLE #1

TR 1, BLK 22, W NAZRO ST.
BAYTOWN 541B

Price	$11,064
Price/SF	2.00
Date	9/10/2025 CLSD

Site Area 5,532 SF/CORNER

Value Indication $11,064



COMPARABLE #2

300 NEAL ST.
BAYTOWN 541B

Price	$28,000
Price/SF	5.60
Date	8/6/2025 CLSD

Site Area 5,000 SF/CORNER

Value Indication $26,000



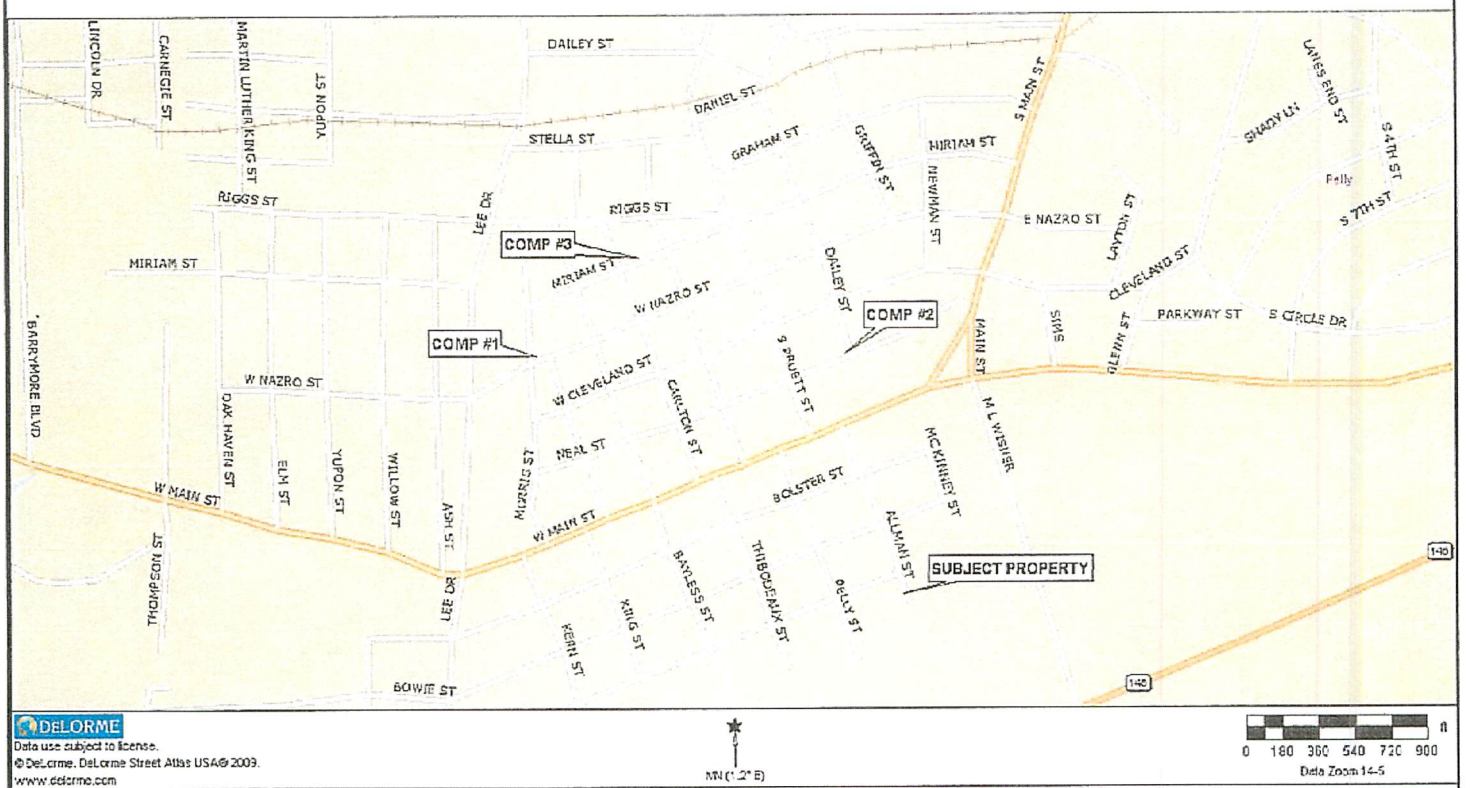
COMPARABLE #3

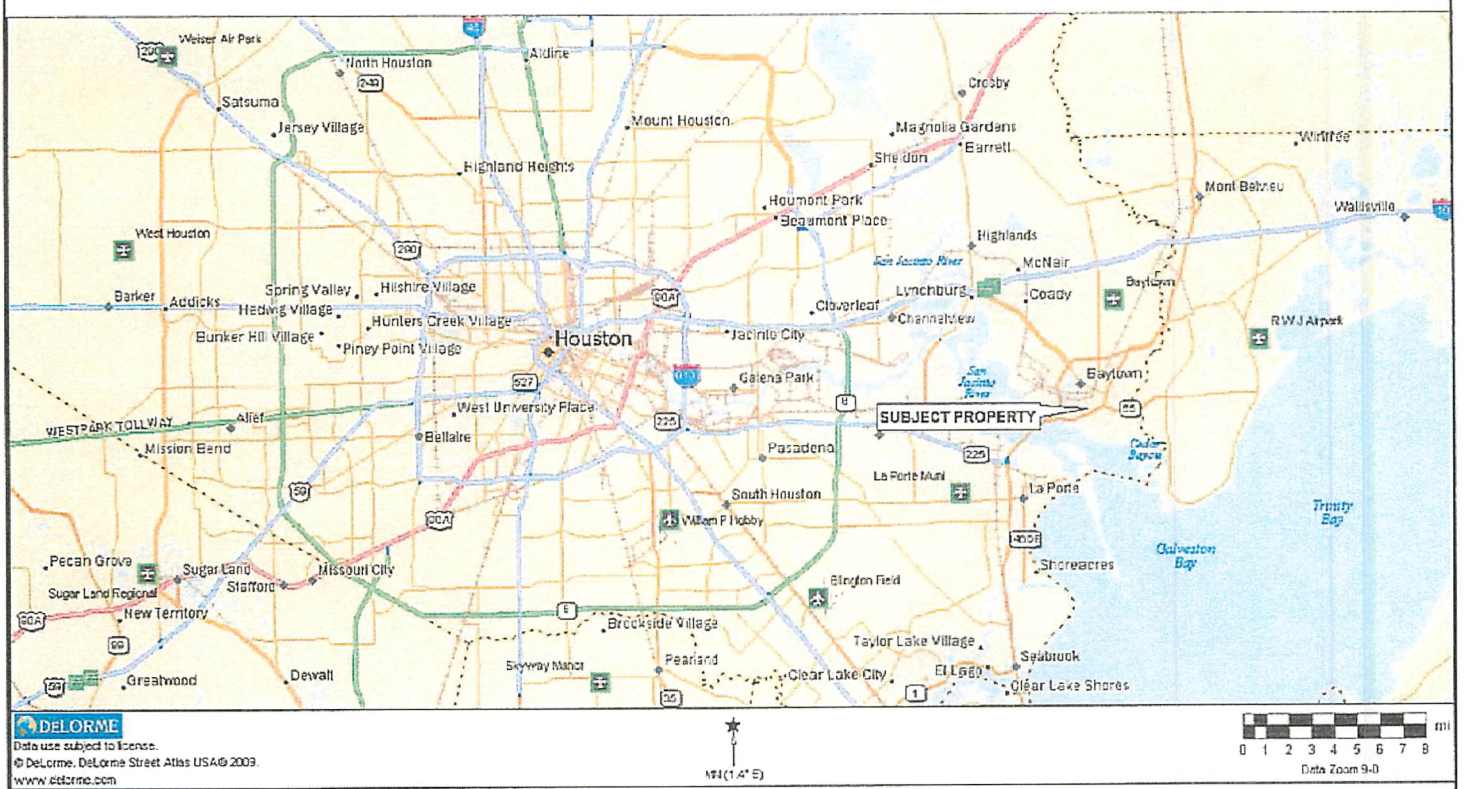
LOT 15, BLK2, MIRAM ST.
BAYTOWN 541C

Price	$20,000
Price/SF	4.00
Date	7/25/2025 CLSD

Site Area 5,000 SF/INT

Value Indication $20,000


DAILEY ST
DANIEL ST
STELLA ST
GRAHAM ST
GRIFFIN ST
HIRIAM ST
S MAIN ST
SHADY LN
LAKES END ST
S 4TH ST
S 7TH ST
Polly
LINCOLN DR
CARNEGIE ST
MARTIN LUTHER KING ST
YUPON ST
RIGGS ST
LEE DR
COMP #3
MIRIAM ST
W NAZRO ST
E NAZRO ST
NEWMAN ST
LAYTON ST
CLEVELAND ST
PARKWAY ST
S CIRCLE DR
SIMS
GLENN ST
COMP #2
COMP #1
W CLEVELAND ST
S PRUETT ST
MAIN ST
BARRYMORE BLVD
OAK HAVEN ST
ELM ST
WILLOW ST
MORRIS ST
NEAL ST
CARLTON ST
BOLSTER ST
M L WISNER
MCKINNEY ST
W MAIN ST
ASH ST
THOMPSON ST
LEE DR
BARKLESS ST
THIBODEAUX ST
ALLMAN ST
SUBJECT PROPERTY
KERN ST
KRUG ST
BOWIE ST
DELORME
Data use subject to license.
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www.delorme.com
MN (1.2° E)
0 180 360 540 720 900
Data Zoom 14-5


Weiser Air Park
North Houston
Aldine
Crosby
Satsuma
Jersey Village
Mount Houston
Magnolia Gardens
Barrett
Wirtlage
Highland Heights
Sheldon
Mont Belvieu
Houmont Park
Beaumont Place
Wallisville
West Houston
Highlands
McNair
Barker
Addicks
Spring Valley
Hilshire Village
Hedwig Village
Hunters Creek Village
Cloverleaf
Lynchburg
Coady
Channelview
Bunker Hill Village
Piney Point Village
Houston
Jacinto City
R W J Airpark
Galena Park
Baytown
West University Place
SUBJECT PROPERTY
WESTPARK TOLLWAY
Alief
Bellaire
Mission Bend
Pasadena
La Porte Muni
La Porte
South Houston
William P Hobby
Pecan Grove
Sugar Land
Missouri City
Shoreacres
Sugar Land Regional
Stafford
Bloxton Field
New Territory
Brookside Village
Taylor Lake Village
Skyway Manor
Pearland
Seabrook
Greatwood
Dewalt
Clear Lake City
El Lago
Clear Lake Shores
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TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified Residential Real Estate Appraiser

Appraiser: **RICHARD THEISS JR**

License #: **TX 1323288 R** License Expires: **06/30/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified Residential Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

CenterPoint Energy

August 4, 2026

Jason Plank, Facilities Manager
Baytown Ace Industrial Services
1102 S. Hwy 146 S.
Baytown, Texas 77520

Re: Proposed Street Closure of Allman Street.
R/W File # 218359

To Whom it May Concern:

The City of Baytown, Texas has been asked to close and abandon a portion of Allman Street (0.19 Acre) of an unrecorded plat of Jones Addition, as depicted on Exhibit "A" attached hereto and made a part hereof.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that there are facilities located within a portion of the area to be abandoned. However, an easement to accommodate these facilities has been granted as shown on the attached CenterPoint Energy sketch or easement, made a part hereof. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Baytown, Texas forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Sincerely,

Rosemary Valdez

Rosemary Valdez, SR/WA
713-207-6027

Enclosures

RP-2026-316400
08/04/2026 ER $45.00

ELECTRIC UTILITY EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }
KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS }

THAT, Kubik Enterprises, LTD, herein called "Grantor" under the Doctrine of After Acquired Title, its successors and assigns, whether one or more, for and in consideration of the sum of ONE DOLLAR ($1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

> That portion of Allman Street (closed) containing 0.19 acre of land out of the Jones Additions to Pelly, an unrecorded subdivision out of the William Scott Lower League, Abstract 65, Harris County, Texas, and further shown on Exhibit "A", attached hereto and made a part hereof.

RP-2026-316400

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are more particularly described and illustrated on Exhibit "A", attached hereto and incorporated herein.

Being a projection of that 12' wide alley located perpendicular to, and adjoining said 0.19 acre-tract and further illustrated for locative purposes by the hatched area shown on said attached Exhibit "B".

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors or assigns, Grantor, its successors or assigns shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("OSHA"), Chapter 752 of the Texas Health and Safety Code ("THSC"), the National Electric Code ("NEC"), and the National Electrical Safety Code ("NESC").

Notwithstanding the description of the Easement Area set forth herein, the parties intend that the Easement Area herein granted shall run to the edge of Grantor's Property so that the exteriors of all ground and/or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without creating any gaps between the Easement Area herein granted and any existing easements and/or property lines.

Absent written authorization by the Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any

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unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other

RP-2026-316400

structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

RP-2026-316400

EXECUTED this 27th day of July, 2026.

Kubik Enterprises, LTD

BY: _____
James T. Kubik, President

STATE OF TEXAS }

COUNTY OF Harris }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James T. Kubik, President of Kubik Enterprises, LTD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (__)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 27th day of July, 2026

Carolyn Ann Christensen
My Commission Expires
1/16/2028
Notary ID125008882

Carolyn Ann Christensen
Notary's Signature

Carolyn Ann Christensen
Name typed or printed

1/16/2028
Commission Expires

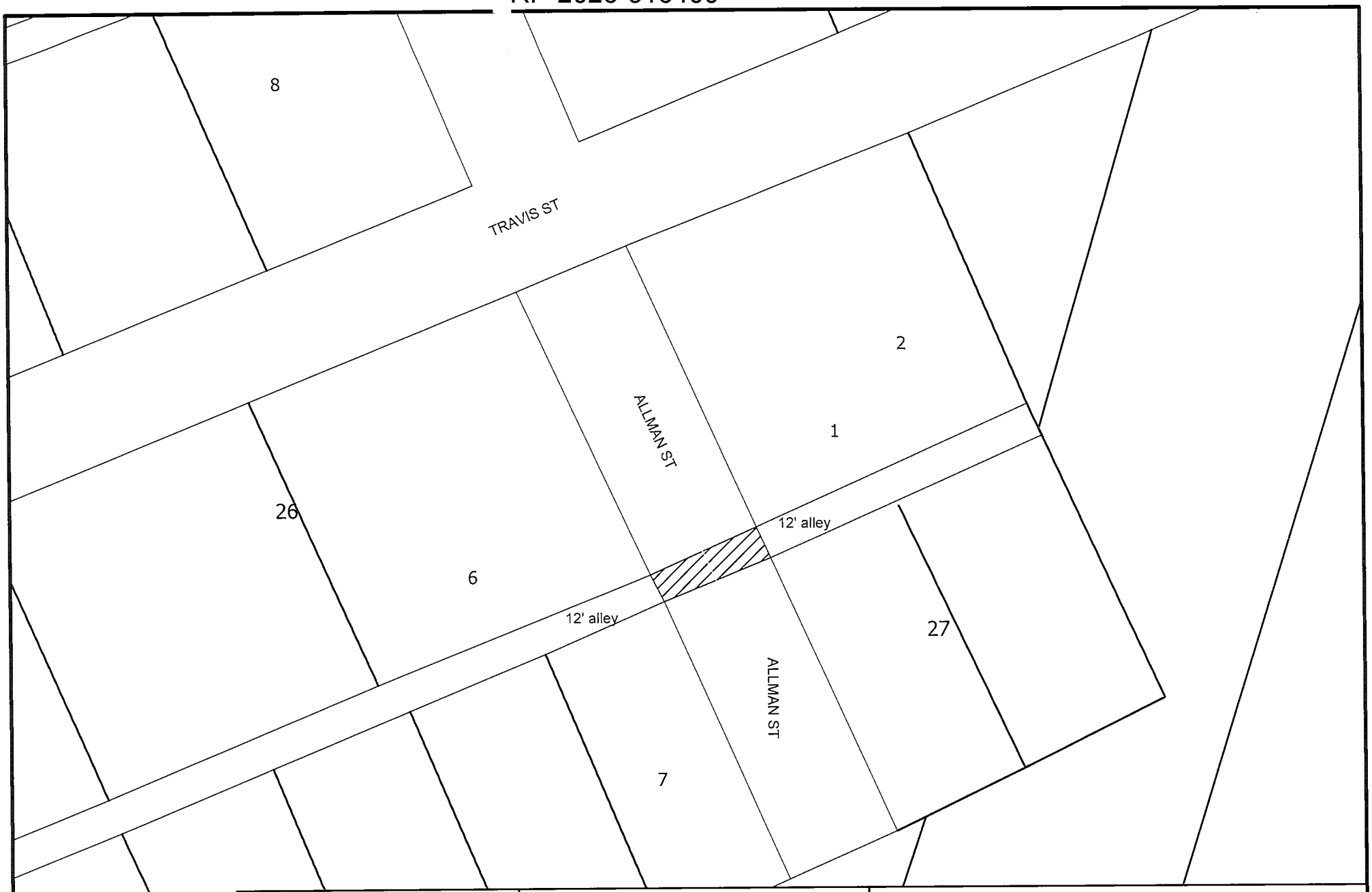
AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

RP-2026-316400

J:\JOB FILES\B2026\218359\DOCUMENTS\EA218359-1REV.DOC 07/24/26 rmv
LDA

JOB 218359-1rev.
MAP 6356D
S/C Baytown

RP-2026-316400



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

Legend - unless noted otherwise.

Solid line of easement represents lot, block or reference lines

= 5 foot access easement

= 3 foot access easement

= 5 foot easement

= 7 foot easement

= 10 foot easement

= 14 foot easement

Exhibit "A"

Lambert: 6356D	Scale: 1"=45'
Sheet 1 of 1	Date: **6/26/2026**
Subdivision Name: JONES ADDITION TO PELLY	
Posted By: RMV	Work Order: 218359-1

RP-2026-316400

Pages 7

08/04/2026 12:52 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

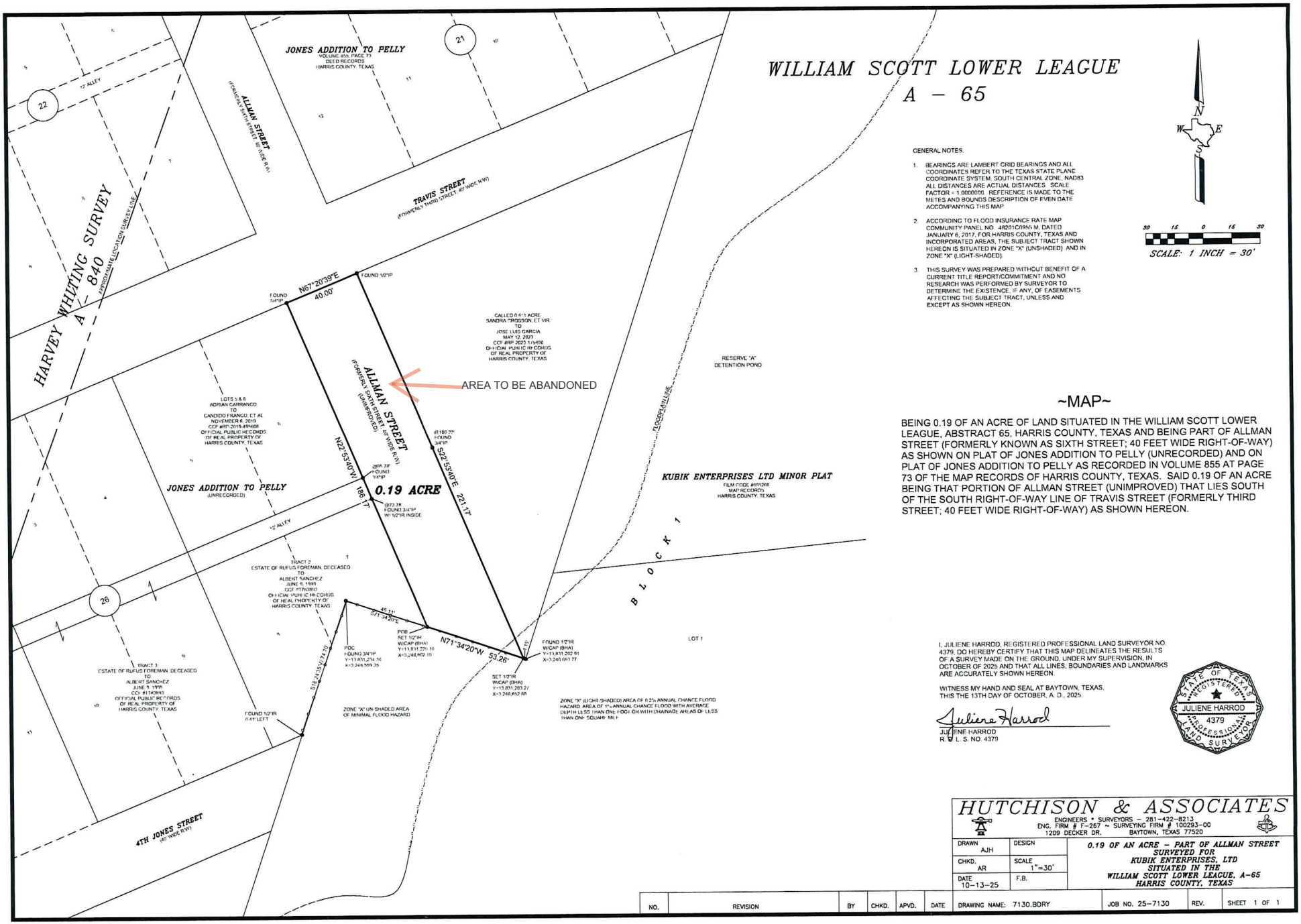
Fees $45.00

RP-2026-316400

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



~MAP~

BEING 0.19 OF AN ACRE OF LAND SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, ABSTRACT 65, HARRIS COUNTY, TEXAS AND BEING PART OF ALLMAN STREET (FORMERLY KNOWN AS SIXTH STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN ON PLAT OF JONES ADDITION TO PELLY (UNRECORDED) AND ON PLAT OF JONES ADDITION TO PELLY AS RECORDED IN VOLUME 855 AT PAGE 73 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID 0.19 OF AN ACRE BEING THAT PORTION OF ALLMAN STREET (UNIMPROVED) THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF TRAVIS STREET (FORMERLY THIRD STREET; 40 FEET WIDE RIGHT-OF-WAY) AS SHOWN HEREON.

I, JULIENE HARROD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4379, DO HEREBY CERTIFY THAT THIS MAP DELINEATES THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, IN OCTOBER OF 2025 AND THAT ALL LINES, BOUNDARIES AND LANDMARKS ARE ACCURATELY SHOWN HEREON.

WITNESS MY HAND AND SEAL AT BAYTOWN, TEXAS, THIS THE 13TH DAY OF OCTOBER, A. D., 2025.

Juliene Harrod

JULIENE HARROD
R. P. L. S. NO. 4379

STATE OF TEXAS
REGISTERED
JULIENE HARROD
4379
PROFESSIONAL
LAND SURVEYOR

HUTCHISON & ASSOCIATES
ENGINEERS • SURVEYORS – 281-422-8213
ENG. FIRM # F-267 ~ SURVEYING FIRM # 100293-00
1209 DECKER DR. BAYTOWN, TEXAS 77520

DRAWN AJH	DESIGN	0.19 OF AN ACRE – PART OF ALLMAN STREET SURVEYED FOR KUBIK ENTERPRISES, LTD SITUATED IN THE WILLIAM SCOTT LOWER LEAGUE, A-65 HARRIS COUNTY, TEXAS	
CHKD. AR	SCALE 1"=30'		
DATE 10-13-25	F.B.		

NO.	REVISION	BY	CHKD.	APVD.	DATE	DRAWING NAME: 7130.BDRY	JOB NO. 25-7130	REV.	SHEET 1 OF 1

EXHIBIT "A"

January 28, 2026

Ms. Kimberly Patterson
Right-of-Way Coordinator
Public Works & Engineering City of Baytown

Dear Kimberly,

Having submitted the required city packet as we seek to purchase the Allman Street extension from the city, I wanted to reiterate in detail our interest in, and our desire to purchase the Allman Street extension. By purchasing this ROW, it helps ensure our future growth as outlined below:

A. The primary reason for purchasing the ROW is access to city services. Currently, there are no city services along Highway 99. Any future growth of our companies, any additional buildings, or any expansion of our current facility would require additional access to city services. That access is only available to us from Travis Street. The purchase of this right-of-way ensures our ability to grow our companies, which would suggest potentially new full-time jobs as well as increased tax revenue for the city of Baytown.
B. This ROW would provide an emergency exit for our employees. Several times during the construction of the Grand Parkway, the feeder road was closed, and our employees had no way to exit or enter during shift change. Since the construction has been completed, there have been times when a wreck has blocked Highway 99 which created a traffic jam on the feeder roads, again blocking entrance to our facilities. However, our gates to the ROW would continue to be locked as a general rule and only opened during what we would consider emergency situations. This is NOT intended to be a routine entrance/exit to our facilities.

As we have shared unofficially with various city officials, Kubik Enterprises does have long range plans to bring our Houston-based company to Baytown and hopefully locate it here on our campus. We currently have 10+ acres of unimproved land that, with the city's approval, we have long range plans for growing our various companies and to have our business complex in one location.

All our long-range plans will require additional city services. We are simply trying to be proactive in securing future access to city services should the need arise. As we have demonstrated in the past, we will continue to be a good and acceptable neighbor to those around us as well as a profitable and growth-minded commercial business.

Please don't hesitate to reach out should you need any additional information.

Kind Regards,

Skip Rome

Direct: 281-837-7854

1102 S. Business Hwy 146 · Baytown, Texas 77520
281-427-9661 · 281-422-5307 Fax

Exceptional Service. Empowered People. Impacted Communities.

When tomorrow comes, today is gone forever;

In its place is something you have left behind.....

Let it be something good.

CITY COUNCIL MEETING 7. b.

Meeting Date: 09/24/2026
Subject: Authorizing a Chapter 380 Economic Development Agreement with Palo Verde Partners Development, 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 an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Palo Verde Partners Development, LLC.

PREFACE

The proposed ordinance authorizes a Chapter 380 Economic Development Agreement between the City of Baytown and Palo Verde Partners Development, LLC to support the development of a new full-service coffeehouse and drive-thru facility in District 6.

This project represents a significant commercial investment along the City's N. Alexander Drive corridor to stimulate the local economy, expand the tax base, and enhance retail and dining options in District 6.

Key Terms of the Agreement
Under the terms of the agreement, Palo Verde Partners Development, LLC will:

- Construct a 1,900-square-foot full-service coffeehouse or similar retail/restaurant concept with a drive-thru facility, featuring premium exterior facades, architectural accent lighting, and enhanced site landscaping.
- Invest a minimum of $2,000,000 in site development and facility improvements.
- Maintain a Minimum Taxable Valuation Floor of $2,250,000 for Tax Years 1 through 5.
- Create and retain a minimum of five (5) Full-Time Equivalent (FTE) jobs within 90 days of opening.
- Submit annual reporting to document ongoing program compliance.

In exchange for meeting all performance milestones, the City of Baytown will convey a 1.0-acre tract located at 1800 N. Alexander Drive (appraised at approximately $229,126).

Fiscal Impact

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

Attachments

Ordinance - 380 - Palo Verde
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH PALO VERDE PARTNERS DEVELOPMENT, LLC TO SUPPORT THE DEVELOPMENT OF A NEW FULL-SERVICE COFFEEHOUSE AND DRIVE-THRU FACILITY IN EXCHANGE FOR THE CITY OF BAYTOWN'S CONVEYANCE OF A 1.0-ACRE TRACT LOCATED AT 1800 N. ALEXANDER DRIVE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Chapter 380 Economic Development Agreement with PALO VERDE PARTNERS DEVELOPMENT, LLC to support the development of a new full-service coffeehouse and drive-thru facility in exchange for the City of Baytown's conveyance of a 1.0-acre tract located at 1800 N. Alexander Drive. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of September, 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: Authorizing a Chapter 380 Economic Development Agreement with Palo Verde Partners Development, LLC

Company Name: Palo Verde Partners

Department: Development Manager- Economic Dev

Date:09/03/2026 **Council Date:** 09/24/2026

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 Kerl 09/03/2026

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. c.

Meeting Date: 09/24/2026
Subject: Budget Amendment for Fiscal Year 2025-26 Budget
Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance
Department: Finance

Information

ITEM

Consider an ordinance authorizing the third Budget Amendment to the Fiscal Year 2025-2026 Adopted Budget.

PREFACE

The purpose of this agenda item is to consider an ordinance amending the Fiscal Year 2025-26 Adopted Budget to authorize the budget adjustments. These adjustments include allocations for expenses related to carryforward budget adjustments from FY25, grant budget modifications, capital improvement project (CIP) budget rollovers, and other necessary financial realignments.

Approval of this ordinance ensures that appropriations remain aligned with operational requirements, legal obligations, and programmatic needs while maintaining compliance with the City Charter's balanced budget provisions. The proposed amendments provide the flexibility to address unforeseen expenditures and funding adjustments as the fiscal year closes.

Fiscal Impact

Fiscal Year: 2026
Acct Code: Multiple
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):

Attachments

Ordinance - Am Budget FY26
FY26 Budget Amendment #3
FY26 Budget Amendment #3 Itemized

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A THIRD AMENDMENT TO THE FISCAL YEAR 2026 BUDGET TO INCLUDE ALLOCATIONS FOR EXPENSES RELATED TO CARRYFORWARD BUDGET ADJUSTMENTS FROM FY2025, GRANT BUDGET MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET ROLLOVERS, AND OTHER NECESSARY FINANCIAL REALIGNMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, on the 11th day of September, 2025, after considering the proposed budget together with the testimony and information received at the public hearings, the City Council of the City of Baytown, Texas, adopted the City's 2025-26 fiscal year budget; and

WHEREAS, pursuant to Section 102.010 of the Texas Local Government Code, the City Council may make changes in the budget for municipal purposes; and

WHEREAS, the Director of Finance for the City of Baytown has recommended amendments to the City's 2025-26 fiscal year budget for municipal purposes; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget amendments, believes that the changes are consistent with the interest of the residents of the City; 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, Texas, hereby authorizes the amendments to the City of Baytown's 2025-26 fiscal year budget, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

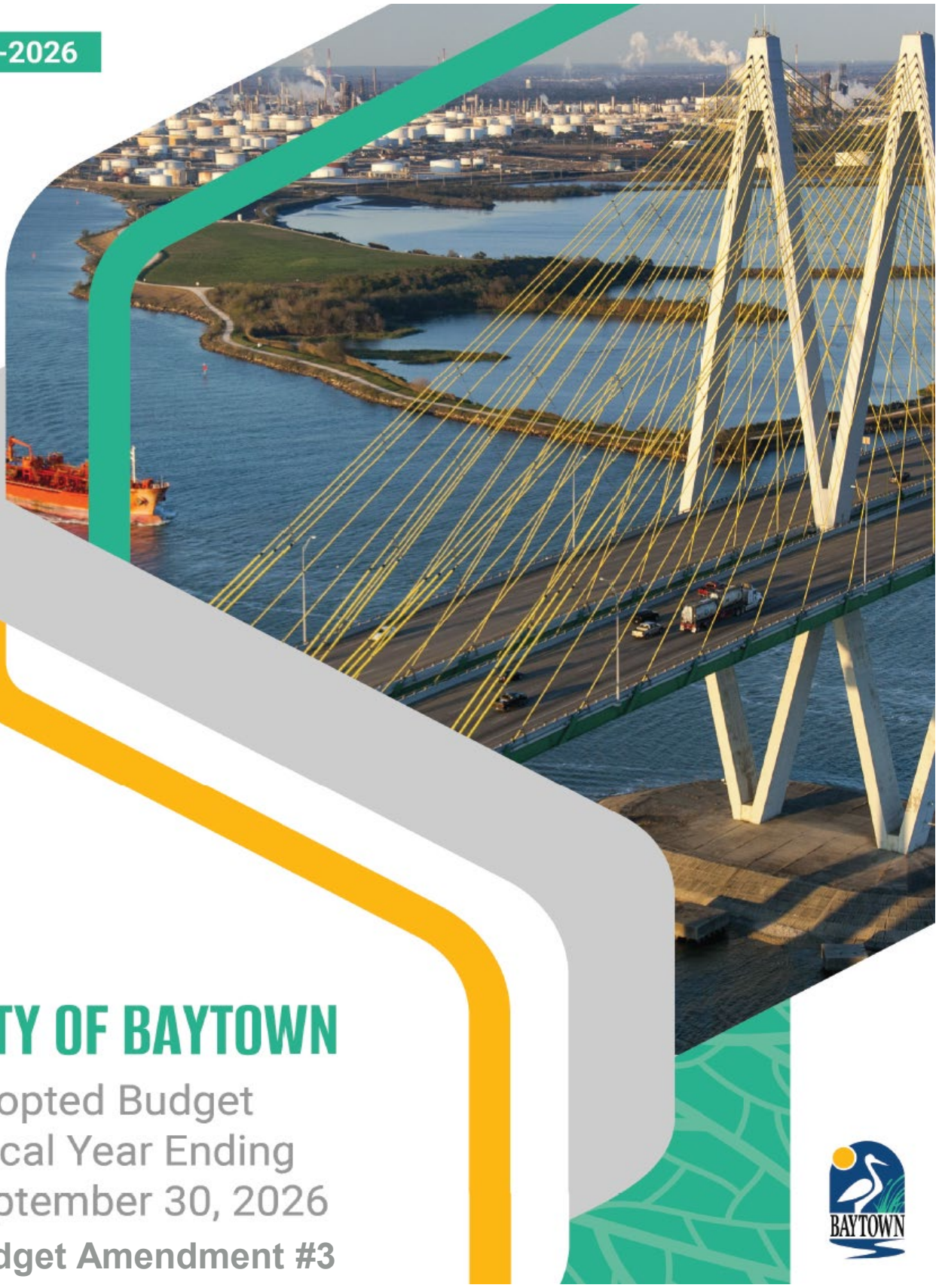
ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

2025-2026



CITY OF BAYTOWN

Adopted Budget
Fiscal Year Ending
September 30, 2026

Budget Amendment #3

CITY OF BAYTOWN

FY26 BUDGET ADJUSTMENT

FUNDING SOURCE	FY26 ADOPTED BUDGET	APPROVED BUDGET AMENDMENTS	PROPOSED BUDGET AMENDMENT #3	FY26 TOTAL BUDGET ADJUSTMENT	% CHANGE
GOVERNMENTAL FUNDS	$ 161,785,557	$ (22,628)	$ 73,183	$ 161,836,111	0.03%
ENTERPRISE FUNDS	$ 124,712,421	$ 1,126,055	$ -	$ 125,838,475	0.90%
CAPITAL IMPROVEMENT FUNDS	$ 3,666,423	$ 42,038,000	$ 35,135,249	$ 80,839,672	100.00%
COMPONENT UNIT FUNDS	$ 47,647,240	$ 70,439,807	$ -	$ 118,087,047	147.84%
SPECIAL REVENUE FUNDS	$ 37,959,076	$ 1,562,163	$ 28,642,043	$ 68,163,282	79.57%
TOTAL REVENUES	**$ 375,770,716**	**$ 115,143,397**	**$ 63,850,475**	**$ 554,764,588**	**47.63%**
GOVERNMENTAL FUNDS	$ 167,260,716	$ 5,351,918	$ 2,150,255	$ 174,762,889	4.49%
ENTERPRISE FUNDS	130,010,958	20,474,714	3,588,550	154,074,222	18.51%
CAPITAL IMPROVEMENT FUNDS	3,405,478	194,147,480	61,455,429	259,008,387	7505.64%
COMPONENT UNIT FUNDS	48,235,665	88,499,159	13,739,745	150,474,568	211.96%
SPECIAL REVENUE FUNDS	39,314,180	25,561,361	#REF!	#REF!	#REF!
TOTAL EXPENDITURES	**$ 388,226,998**	**$ 334,034,632**	**#REF!**	**#REF!**	**#REF!**

CITY OF BAYTOWN

FY26 BUDGET ADJUSTMENT

Revenue Funding Source	FY26 Adopted Budget	Previously Approved Amendment	Budget Amendment #1	Budget Adjustment #2	Proposed Budget Adjustment #3	FY26 Total Adjusted Budget	% CHANGE
GOVERNMENTAL FUNDS							
General Fund	143,044,178		-	(22,628)	73,183	143,094,732	0.04%
Debt Service	16,586,627		-	-	-	16,586,627	0.00%
Hotel/Motel Tax Fund	1,609,846		-	-	-	1,609,846	0.00%
Capital Replacement Fund	544,906		-	-	-	544,906	0.00%
TOTAL GOVERNMENTAL	**161,785,557**	**-**	**-**	**(22,628)**	**73,183**	**161,836,111**	**0.03%**
ENTERPRISE FUNDS							
Aquatics Fund	1,350,000		71,055	1,050,000	-	2,471,055	83.04%
Water & Sewer Fund	64,527,541		5,000	-	-	64,532,541	0.01%
W & S Sinking Fund	13,678,066		-	-	-	13,678,066	0.00%
Water & Sewer Impact Fees	4,349,589	-	-	-	-	4,349,589	0.00%
Sanitation	9,959,708		-	-	-	9,959,708	0.00%
Storm Water Utility Fund	4,981,979		-	-	-	4,981,979	0.00%
Internal Service Funds	25,865,537		-	-	-	25,865,537	0.00%
TOTAL ENTERPRISE FUND	**124,712,421**	**-**	**76,055**	**1,050,000**	**-**	**125,838,475**	**0.90%**
CAPITAL IMPROVEMENT FUNDS							
General CIPF	666,423		42,038,000	-	-	42,704,423	0.00%
CO Bonds - CIP Projects	-		-	-	35,135,249	35,135,249	0.00%
Water & Sewer CIPF	3,000,000		-	-	-	3,000,000	100.00%
TOTAL CIPF	**3,666,423**	**-**	**42,038,000**	**-**	**35,135,249**	**80,839,672**	**100.00%**
COMPONENT UNIT FUNDS							
BAWA	22,447,251		-	-	-	22,447,251	0.00%
BAWA CIPF	2,124,000		-	-	-	2,124,000	0.00%
BAWA Cos	-		69,000,000	-	-	69,000,000	7.24%
BAWA Debt Service	5,410,219		1,314,807	-	-	6,725,026	7.24%
CCPD (Police)	2,593,794		-	-	-	2,593,794	0.00%
Fire/EMS Special District	2,678,448		-	-	-	2,678,448	0.00%
Municipal Dev. District	9,228,367		-	-	-	9,228,367	0.00%
Tax Increment Reinvestment	3,165,161		-	125,000	-	3,290,161	3.95%
TIRZ 2024 CO	-		-	-	-	-	0.00%
TOTAL COMPONENT UNIT	**47,647,240**	**-**	**70,314,807**	**125,000**	**-**	**118,087,047**	**147.84%**
SPECIAL REVENUE FUNDS							
Baytown Nature Center Fund	227,775		-	-	-	227,775	0.00%
Public Education Gov't Access	111,540	-	-	-	-	111,540	0.00%
Police Federal / State Forfeitures	85,365	-	-	21,704	-	107,069	25.43%
Police Academy Fund	45,000	-	-	-	-	45,000	0.00%
Library Special Fund	17,500	-	-	-	-	17,500	0.00%
Municipal Court Special Fund	143,762	-	-	-	-	143,762	0.00%
Parks & Rec Fund	50,000	-	182,000	(102,000)	-	130,000	160.00%
Parks & Rec Special Rev Fund	18,750,000	-	-	-	-	18,750,000	0.00%
Wetlands Education Funds	322,148	-	-	-	-	322,148	0.00%
Street Maintenance Fund	5,576,402	-	-	-	-	5,576,402	0.00%
Other Special Revenue Funds	12,629,584	-	2,707,895	(1,247,436)	28,642,043	42,732,086	0.00%
TOTAL SPECIAL REV FUNDS	**37,959,076**	**-**	**2,889,895**	**(1,327,732)**	**28,642,043**	**68,163,282**	**79.57%**
GRAND TOTAL REVENUES	**$ 375,770,716**	**$ -**	**115,318,757**	**$ (175,360)**	**$ 63,850,475**	**$ 554,764,588**	**47.63%**

CITY OF BAYTOWN

FY26 BUDGET ADJUSTMENT

Expenditure Funding Source	FY26 Adopted Budget	Previously Approved Amendment	Budget Amendment #1	Budget Adjustment #2	Proposed Budget Adjustment #3	FY26 Total Adjusted Budget	% CHANGE
GOVERNMENTAL FUNDS							
General Fund	142,466,473		644,124	2,403,731	1,686,537	147,200,865	3.32%
Debt Service	18,020,546		-	-	-	18,020,546	0.00%
Hotel/Motel Tax Fund	2,446,667		300,490	-	482,135	3,229,293	31.99%
Capital Replacement Fund	4,327,030	486,093	1,221,929	295,551	(18,418)	6,312,186	45.88%
TOTAL GOVERNMENTAL	**167,260,716**	**486,093**	**2,166,543**	**2,699,282**	**2,150,255**	**174,762,889**	**4.49%**
ENTERPRISE FUNDS							
Aquatics Fund	750,000		71,055	1,050,000	-	1,871,055	149.47%
Water & Sewer Fund	62,166,071		5,000	3,086,210	(6,292)	65,250,989	4.96%
W & S Sinking Fund	13,110,314		-	-	-	13,110,314	0.00%
Sanitation	9,558,030		-	110,428	-	9,668,457	1.16%
Storm Water Utility Fund	4,157,132		1,697,813	141,226	65,638	6,061,810	45.82%
Water and Sewer Impact Fees	15,381,334	-	14,064,024	-	(245,796)	29,199,562	89.84%
Internal Service Funds	24,888,077	-	-	248,958	3,775,000	28,912,036	16.17%
TOTAL ENTERPRISE FUND	**130,010,958**	**-**	**15,837,892**	**4,636,822**	**3,588,550**	**154,074,222**	**18.51%**
CAPITAL IMPROVEMENT FUNDS							
General CIPF	460,000	(486,093)	58,999,781	-	420,234	59,393,923	100.00%
CO Bonds - CIP Projects	445,478		118,537,157	-	59,664,958	178,647,593	100.00%
Water & Sewer CIPF	2,500,000		17,096,636	-	1,370,236	20,966,872	100.00%
TOTAL CIPF	**3,405,478**	**(486,093)**	**194,633,573**	**-**	**61,455,429**	**259,008,387**	**100.00%**
COMPONENT UNIT FUNDS							
BAWA	21,768,468		1,438,607	14,554	-	23,221,629	6.68%
BAWA CIPF	2,044,000		5,130,204	-	755,868	7,930,072	287.97%
BAWA Bonds	-		71,674,218	-	12,840,476	84,514,694	
BAWA Debt Service	5,410,219		1,314,807	-	3,000	6,728,026	
CCPD (Police)	2,718,861		-	-	-	2,718,861	0.00%
Fire/EMS Special District	3,988,601	385,726	-	1,016,388	(80,525)	5,310,190	33.13%
Municipal Dev. District	9,193,245		357,598	79,920	-	9,630,762	4.76%
Tax Increment Reinvestment	3,112,271		-	43,786	-	3,156,057	1.41%
TIRZ 2024 CO	-		7,043,350	-	220,926	7,264,276	0.00%
TOTAL COMPONENT UNIT	**48,235,665**	**385,726**	**86,958,785**	**1,154,647**	**13,739,745**	**150,474,568**	**211.96%**
SPECIAL REVENUE FUNDS							
Baytown Nature Center Fund	239,505		53,000	230,589	-	523,094	118.41%
Public Education Gov't Access	121,773	-	-	339,942	(16,971)	444,744	265.22%
Police Federal / State Forfeitures	78,000	-	-	16,067	-	94,067	20.60%
Police Academy Fund	110,000	-	-	8,197	-	118,197	7.45%
Library Special Fund	21,500	-	-	-	-	21,500	0.00%
Municipal Court Special Funds	129,916		-	-	-	129,916	0.00%
Parks & Rec Fund	50,000		419,524	25,000	-	494,524	889.05%
Parks & Rec Special Rev Fund	12,871,785		18,750,000	641,694	15,070	32,278,549	150.77%
Wetlands Education Funds	422,619	-	-	-	-	422,619	0.00%
Street Maintenance Fund	11,803,982		-	503,096	#REF!	#REF!	#REF!
Other Special Revenue Funds	13,465,100	-	2,707,895	1,866,357	57,321,114	75,360,466	459.67%
TOTAL SPECIAL REV FUNDS	**39,314,180**	**-**	**21,930,419**	**3,630,942**	**#REF!**	**#REF!**	**#REF!**
GRAND TOTAL EXPENDITURES	**$ 388,226,998**	**$ 385,726**	**$ 321,527,212**	**$ 12,121,693**	**#REF!**	**#REF!**	**#REF!**

GOVERNMENTAL FUNDS

1000 - General Fund

Description/Department	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	143,044,178			(22,628)	73,183	143,094,732
Expenditures:						
General Administration	1,371,214		8,265	9,235		1,388,714
City Clerk	1,242,288				13,173	1,255,460
City Attorney	2,738,916			498,985		3,237,902
Fiscal Operations	5,423,887			28,277	54,900	5,507,065
Human Resources	1,598,857					1,598,857
Strategic Communications	1,017,144			11,786		1,028,930
ITS	5,968,392			2,925	(2,925)	5,968,392
Planning & Community Dev	4,026,909		50,000	167,496	15,950	4,260,355
Municipal Court	1,783,297					1,783,297
GF Overhead	6,650,550		37,428	65,861	100	6,753,939
Police	40,457,273			26,447	47,463	40,531,183
Fire	33,734,020		61,022	7,993	52,623	33,855,659
Public Works Administration	638,698			150,000		788,698
CIP Management	2,464,838		363,769			2,828,607
City Facilities	5,703,520			31,525	1,374,063	7,109,108
Streets	3,234,789			186,948		3,421,737
Traffic Control	2,521,879					2,521,879
Engineering	1,176,030			48,500		1,224,530
Environmental Health	4,989,914		44,320	72,945	(3,403)	5,103,776
Parks	10,713,038		8,265	32,180	134,593	10,888,077
Library	2,401,018			12,628		2,413,646
Transfers/Contingency	2,610,000		71,055	1,050,000		3,731,055
Totals	**142,466,473**		**644,124**	**2,403,731**	**1,686,537.06**	**147,200,865**

The proposed third budget amendment reflects targeted adjustments to departmental appropriations, adjustments to rollover encumbrances, and updated priorities to operational needs while maintaining overall fiscal balance.

4910 GENERAL DEBT SERVICE	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	16,586,627		-	-		16,586,627
Expenditures:						
Debt Service	18,020,546		-	-		18,020,546

2400 HOTEL / MOTEL TAX FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	1,609,846		-	-		1,609,846
Expenditures:						
Hotel/Motel Tax Fund	2,446,667		300,490	-	482,135	3,229,293

Total amendment based on FY25 carried forward encumbrance adjustments.

1200 CAPITAL REPLACEMENT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	544,906		-			544,906
Expenditures:						
Capital Replacements	4,327,030	486,093	1,221,929	295,551	(18,418)	6,312,186

Total amendment based on FY25 carried forward encumbrance adjustments.

ENTERPRISE FUNDS

5200 - AQUATICS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	1,350,000		71,055	1,050,000		2,471,055
Expenditures:						
Pirates Bay Water Park	750,000		71,055	1,050,000	-	1,871,055

5100 - WATER & SEWER	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	64,527,541		5,000	-		64,532,541
Expenditures:						
Utility Billing (1043)	3,133,311		5,000	216,975	-	3,355,286
Overhead GF (3099)	2,140,411		-	-	-	2,140,411
Water Distribution (3160)	2,699,997		-	2,296	15,000	2,717,293
Treated Water (3161)	17,526,174		-	-	-	17,526,174
Water Treatment (3162)	2,093,142		-	-	-	2,093,142
Wastewater Treatment (3170)	9,224,233		-	2,866,939	(6,292)	12,084,881
Pollution Control (3171)	764,044		-	-	(29,000)	735,044
Wastewater Collection (Construction) (3172)	4,276,381		-	-	14,000	4,290,381
Transfers (9002)	20,308,377		-	-	-	20,308,377
Totals	**62,166,071**		**5,000**	**3,086,210**	**(6,292)**	**65,250,989**

Total amendment based on FY25 carried forward encumbrance adjustments and interdivision transfers.

4950 - WATER & WSTWTR INT & SINK	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	13,678,066		-			13,678,066
Expenditures:						
Water & Wastewater Int & Sink Fund	13,110,314		-			13,110,314

5400 - SANITATION	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	9,959,708		-			9,959,708
Expenditures:						
Sanitation	9,558,030		-	110,428		9,668,457

5500 - STORM WATER	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	4,981,979		-	-	-	4,981,979
Expenditures:						
Storm Water Utility (3180)	577,322		1,697,813	45,546	65,638	2,386,319
Storm Water Maintenance (3181)	3,579,810		-	95,680	-	3,675,490
Totals	**4,157,132**		**1,697,813**	**141,226**	**65,638**	**6,061,810**

Total amendment based on FY25 carried forward encumbrance adjustments.

5600 - WATER & SEWER IMPACT FEES	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	4,349,589		-	-		4,349,589
Expenditures:						
Projects -W&S IF	15,381,334		14,064,024	-	(245,796)	29,199,562

Total amendment based on FY25 carried forward encumbrance adjustments.

6100 - FLEET	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	3,459,446		-			3,459,446
Expenditures:						
Fleet Operations	3,173,507		-	70,000	-	3,243,507

Total amendment required to address operational needs.

6200 WAREHOUSE	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	407,927		-	-	-	407,927
Expenditures:						
Warehouse Operations	457,469		-	90,000		547,469

Total amendment required to address operational needs.

6300 MEDICAL BENEFITS FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	20,256,500		-	-	-	20,256,500
Expenditures:						
Medical Benefits	19,918,717			88,958	3,775,000	23,782,675

Total amendment required for operational needs of claim expenses.

6400 WC SELF INSURANCE FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	1,741,664		-	-	-	1,741,664
Expenditures:						
Operations	1,338,385					1,338,385

CAPITAL IMPROVEMENT FUNDS (CIPF)

1100 CIPF - GENERAL FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	666,423		42,038,000		-	42,704,423
Expenditures:						
Projects	460,000	(486,093)	58,999,781	-	420,234	59,393,923

Total amendment based on FY25 carried forward encumbrance adjustments.

4110 - 4514 CO Bonds	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	-		-	-	35,135,249	35,135,249
Expenditures:						
CIP Projects	445,478		118,537,157	-	59,664,958	178,647,593

Total amendment based on FY25 carried forward encumbrance adjustments and 2026 bond issuance.

5110 CIPF - WATER & SEWER	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	3,000,000					3,000,000
Expenditures:						
Projects -W&S	2,500,000		17,096,636	-	1,370,236	20,966,872

Total amendment based on FY25 carried forward encumbrance adjustments.

COMPONENT UNIT FUNDS

3500 BAWA Oper	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	22,447,251		-		-	22,447,251
Expenditures:						
BAWA Oper	21,768,468		1,438,607	14,554	-	23,221,629

3510- BAWA CIP	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	2,124,000		-	-	-	2,124,000
Expenditures:						
Projects - BAWA	2,044,000		5,130,204	-	755,868	7,930,072

Total amendment based on FY25 carried forward encumbrance adjustments.

3542 - 3543 BAWA - COs / SWIFT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	-		69,000,000	-	-	69,000,000
Expenditures:						
BAWA Projects	-		71,674,218	-	12,840,476	84,514,694

Total amendment based on FY25 carried forward encumbrance adjustments.

3590 - BAWA DEBT SERVICE	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	5,410,219		1,314,807	-		6,725,026
Expenditures:						
BAWA Debt Service	5,410,219		1,314,807	-	3,000	6,728,026

Total amendment based on fiscal agent fees previously unbudgeted.

3100 - CRIME CONTROL & PREV DISTRICT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	2,593,794		-	-		2,593,794
Expenditures:						
CCPD (POLICE)	2,718,861		-	-		2,718,861

3200 - FIRE/EMS SPEC DISTRICT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	2,678,448		-	-		2,678,448
Expenditures:						
FCPEMSD (FIRE)	3,988,601	385,726	-	1,016,388	(80,525)	5,310,190

Total amendment based on FY25 carried forward encumbrance adjustments.

3300 - MUNICIPAL DEV. DIST. FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	9,228,367		-			9,228,367
Expenditures:						
MDD - ECONOMIC DEVELOPMENT (3011)	315,245					315,245
MDD - WASTEWATER (3170)	-		357,598			357,598
MDD DEBT RETIREMENTS (8004)	5,381,999					5,381,999
MUNICIPAL DEVELOPMENT DIST (MDD 7040)	3,496,000			79,920		3,575,920
Totals	**9,193,245**		**357,598**	**79,920**	**-**	**9,630,762**

Total amendment required for the encumbrance carried forward for vendor contracts

3400 TAX INCREM. REINVEST	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	3,165,161		-	125,000		3,290,161
Expenditures:						
Tax Increment Reinvestment Zone	3,112,271		-	43,786	-	3,156,057

Total amendment required for the encumbrance carried forward for vendor contracts and operational adjustments

3441 TAX INCREM. REINVEST 2024 CO	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	-		-			-
Expenditures:						
CIP Project	-		7,043,350	-	220,926	7,264,276

Total amendment based on FY25 carried forward encumbrance adjustments.

SPECIAL REVENUE FUNDS

2100 BAYTOWN NATURE CENTER FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	227,775					227,775
Expenditures:						
Baytown Nature Center	239,505		53,000	230,589		523,094

2200 P E G FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	111,540		-	-		111,540
Expenditures:						
P E G	121,773			339,942	(16,971)	444,744

Total amendment based on FY25 carried forward encumbrance adjustments.

2300 - 2301 POLICE FEDERAL AND STATE FORFEITURES FUNDS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	85,365		-	21,704		107,069
Expenditures:						
Federal Forfeitures	25,000		-	16,067		41,067
State Forfeitures	53,000		-			53,000
Totals	**78,000**		**-**	**16,067**	**-**	**94,067**

2310 POLICE ACADEMY FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	45,000			-		45,000
Expenditures:						
Firing Range (2011)	55,000		-	-		55,000
Canine (2103)	30,000		-	-		30,000
Leose (2104)	25,000			8,197		33,197
Totals	**110,000**		**-**	**8,197**		**118,197**

2500 LIBRARY SPECIAL FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	17,500		-	-		17,500
Expenditures:						
Lib Special Rev Fund	21,500		-	-		21,500

2600-2605 MUNICIPAL COURT SPECIAL REVENUE FUNDS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	143,762		-	-		143,762
Expenditures:						
Municipal Court Programs (2600)	129,916		-	-	(123,531)	6,385
Municipal Court Building Security & Tech (2605)			-	-	123,531	123,531
Totals	**129,916**	**-**	**-**	**-**	**-**	**129,916**

Total amendment reflects start of year transfer from Fund 2600 to Fund 2605.

2700 PARKS & REC FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	50,000		182,000	(102,000)		130,000
Expenditures:						
Be Well Baytown (5101)	10,000		364,524			374,524
Summer Track (5102)	20,000		-			20,000
Gift of Trees (5104)	20,000		-			20,000
Recreation Programs (5105)	-		55,000	25,000		80,000
Totals	**50,000**		**419,524**	**25,000**	**-**	**494,524**

2705 PARKS AND REC SPECIAL FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	18,750,000	-	-	-	-	18,750,000
Expenditures:						
Spec Fund -Golf (5010)	9,926	-	-	-	-	9,926
Spec Fund -Sports (5011)	12,861,859		18,750,000	641,694	15,070	32,268,624
Totals	**12,871,785**	**-**	**18,750,000**	**641,694**	**15,070**	**32,278,549**

2720 - 2730 WETLANDS EDUCATION AND RECREATION CENTER FUNDS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	322,148	-	-	-	-	322,148
Expenditures:						
Wetlands Ops	214,059	-	-	-	-	214,059
Wetlands Special Projects	208,560	-	-	-	-	208,560
Totals	**422,619**	**-**	**-**	**-**	**-**	**422,619**

2800 STREETS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	5,576,402		-	-		5,576,402
Expenditures:						
Operations - Street Maintenance	11,803,982		-	503,096		12,307,078

7101 Disaster Recovery	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	-	-	-	-	-	-
Expenditures:						
FEMA Grant Projects	-	-	-	738,220	2,236,539	2,974,759

Total amendment based on FY25 carried forward encumbrance adjustments

7102 CDBG	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	898,686		-	10,000		908,686
Expenditures:						
Community Development	898,686		-	10,000		908,686

7103 CDBG - Mitigation	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	-		2,686,900	-	28,524,661	31,211,561
Expenditures:	-					

CDBG- Mit grant			2,686,900	-	54,307,483	56,994,383

Total amendment based on FY25 carried forward encumbrance adjustments and DRRP grant

7104 Hazmat / EMS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	153,000		-	-	114,372	267,372
Expenditures:						
Fire expenses	191,481		-	-	234,254	425,734

Total amendment based on awarded grant and FY25 carried forward adjustments.

7105 Homeland Sec PD	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	1,137,207		-	-		1,137,207
Expenditures:						
PD Expenses	907,196		-	-	130,087	1,037,283

Total amendment based on FY25 carried forward encumbrance adjustments.

7106 JAG	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues						-
Expenditures:						
JAG grant	-					-

7108 HIDTA	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	1,412,618		-	1,030,452		2,443,070
Expenditures:						
HIDTA program	1,412,618		-	1,030,452		2,443,070

7201 SEP	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	72,706		-	-		72,706
Expenditures:						
SEP grant	72,000		-	-		72,000

7501 Odd & Agency Trust Fund	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	900,000		-	-	3,011	903,011
Expenditures:						

Odd Trust	500,000	-	-	3,011	503,011

Total amendment based on FY25 carried forward encumbrance adjustments.

All Other Special Funds	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment #1	Budget Amendment #2	Proposed Budget Amendment #3	FY26 Total Adjusted Budget
Revenues	8,055,367		20,995	(2,287,888)		5,788,474
Expenditures:						
All Other Special Funds	9,483,119		20,995	87,685	409,741	10,001,540

Total amendment based on FY25 carried forward encumbrance adjustments.

Budget Amendment #3 - Fiscal Year 2025-26

FUND	FUND_NAME	ORG	OBJ	ORG_DESCRIPTION	OBJ_DESCRIPTION	TYPE	BUA#3	DETAIL
1000	GENFUND	1000	44111	GENERAL FUND	INSURANCE CLAIMS	Rev	$ 57,232.67	Vehicle insurance claim revenue
1000	GENFUND	1000	48706	GENERAL FUND	CONTRIBUTIONS - COMMUNITY DEV	Rev	$ 15,950.00	Back 2 School Fair donations
1000	GENFUND	10001021	51020	CITY CLERK	HEALTH INSURANCE	Exp	$ 13,172.64	Interdepartmental transfer from Health
1000	GENFUND	10001041	52003	FINANCIAL SERVICES	POSTAGE SUPPLIES	Exp	$ (100.00)	Interdepartmental transfer to GF Overhead for postage
1000	GENFUND	10001041	54006	FINANCIAL SERVICES	AUDITS	Exp	$ 55,000.00	Audit services increase
1000	GENFUND	10001071	53005	INFORMATION TECHOLOGY	MACHINERY & EQUIP MAINTENANCE	Exp	$ (2,925.00)	FY25 carryfoward encumbrance liquidation
1000	GENFUND	10001081	55098	PLANNING & DEVELOPMENT SVC	MISCELLANEOUS	Exp	$ 15,950.00	Back 2 School Fair expense offset by donations
1000	GENFUND	10001099	52003	GENERAL FUND OVERHEAD	POSTAGE SUPPLIES	Exp	$ 100.00	Interdepartmental transfer from Finance for postage
1000	GENFUND	10002013	53006	POLICE SUPPORT SERVICES	MOTOR VEHICLES MAINTENANCE	Exp	$ 47,462.95	Expenses from vehicle claim revenue
1000	GENFUND	10002021	53006	FIRE ADMIN & SUPPORT	MOTOR VEHICLES MAINTENANCE	Exp	$ 35,393.61	Auction proceeds vehicle expenses
1000	GENFUND	10002021	53006	FIRE ADMIN & SUPPORT	MOTOR VEHICLES MAINTENANCE	Exp	$ 17,229.53	Expenses from vehicle claim revenue
1000	GENFUND	10003011	54002	CITY FACILITIES	ELECTRIC SERVICE	Exp	$ 1,374,063.00	Increase in electric service bills
1000	GENFUND	10004011	51020	ENVIRONMENTAL HEALTH	HEALTH INSURANCE	Exp	$ (13,172.64)	Interdepartmental transfer to City Clerk
1000	GENFUND	10004031	53006	MOSQUITO CONTROL	MOTOR VEHICLES MAINTENANCE	Exp	$ 9,769.72	Insurance vehicle claim expense
1000	GENFUND	10005012	56700	PARKS MAINTENANCE	MACHINERY & EQUIPMENT	Exp	$ (40,000.00)	Correcting original budget amount
1000	GENFUND	10005012	56700	PARKS MAINTENANCE	MACHINERY & EQUIPMENT	Exp	$ 174,593.25	FY25 carryforward for spray truck
1100	GENCIPF	11003011	56931	GF CIPF - CITY FACILITIES	CIP - CITY FACILITIES	Exp	$ (429,597.17)	FY25 carryfoward adjustments
1100	GENCIPF	11003012	56938	GF CIPF - STREETS & DRAINAGE	CIP - WASTEWATER TREATMENT	Exp	$ 37,009.25	FY25 carryfoward adjustments
1100	GENCIPF	11003013	56933	GF CIPF - TRAFFIC & TRANSPORT	CIP - TRANSPORTATION (ST & TR)	Exp	$ 753,868.98	FY25 carryfoward adjustments
1100	GENCIPF	11005013	56951	GF CIPF - PARKS	CIP - PARKS	Exp	$ 58,953.12	FY25 carryfoward adjustments
1200	CAPREPL	12001071	56700	CAPITAL REPLACEMENT - IT	MACHINERY & EQUIPMENT	Exp	$ (18,417.50)	FY25 carryfoward encumbrance liquidation
2200	PEG	22001061	56700	PUBLIC EDUC GOVT ACCESS (PEG)	MACHINERY & EQUIPMENT	Exp	$ (16,970.71)	FY25 carryfoward encumbrance liquidation
2400	HOTMOTOCT	24001602	56951	HOTEL/MOTEL - PROMOTIONAL	CIP - PARKS	Exp	$ 48,962.50	FY25 carryfoward adjustments
2400	HOTMOTOCT	24001602	56985	HOTEL/MOTEL - PROMOTIONAL	CONSTRUCTION	Exp	$ 433,172.50	FY25 carryfoward adjustments
2600	MUNCT	26001901	Multiple	MUNICIPAL COURT BLDG SECURITY		Exp	$ (123,531.40)	Transfer to Fund 2605 for MC Tech and Security Fund
2605	MUNISECTEC	26051901	Multiple	MUNICIPAL COURT BLDG SECURITY		Exp	$ 123,531.40	Transfer from Fund 2600
2705	SPECREC	27055011	54007	SPECIAL RECREATION - SPORTS	PROFESSIONAL SERVICES	Exp	$ 15,070.30	FY25 carryfoward adjustments
3200	FCPEMSD	32007020	56800	FCPEMSD (FIRE)	MOTOR VEHICLES	Exp	$ (80,525.00)	FY25 carryfoward encumbrance liquidation
3441	2024TIRZ	34413012	56932	2024 TIRZ C.O. STRT & DRAINAGE	CIP - DRAINAGE	Exp	$ 220,926.12	FY25 carryfoward adjustments
3510	BAWA CIPF	35107030	56973	BAWA CIPF	CIP - BAWA	Exp	$ 755,868.00	FY25 carryfoward adjustments
3542	2024BAWA	35427030	56973	2024 BAWA REV - WATER DISTRIB	CIP - BAWA	Exp	$ 711,160.00	2024 BAWA Revenue Bond
3542	2024BAWA	35427030	56973	2024 BAWA REV - WATER DISTRIB	CIP - BAWA	Exp	$ 12,129,315.69	FY25 carryfoward adjustments
3590	BAWADEBT	35908003	58005	BAWA DEBT SERVICE	FISCAL AGENT FEES	Exp	$ 3,000.00	Fiscal Agent Fee for BAWA Bonds
3602	PID2	36021010	54007	PID 2: BAY CREEK	PROFESSIONAL SERVICES	Exp	$ 409,741.08	FY25 carryfoward adjustments
4110	2017COBOND	41103012	56933	2017 C.O. - STREETS & DRAINAGE	CIP - TRANSPORTATION (ST & TR)	Exp	$ 173,853.95	FY25 carryfoward adjustments
4114	2020COBOND	41143012	56933	2020 C.O. - STREETS & DRAINAGE	CIP - TRANSPORTATION (ST & TR)	Exp	$ 1,237,033.85	FY25 carryfoward adjustments
4114	2020COBOND	41143170	56937	2020 C.O. - WASTEWATER	CIP - WASTEWATER COLLECTION	Exp	$ 159,609.10	FY25 carryfoward adjustments
4115	2022COBOND	41153011	56931	2022 C.O. - CITY FACILITIES	CIP - CITY FACILITIES	Exp	$ 515,160.76	FY25 carryfoward adjustments
4115	2022COBOND	41153012	56933	2022 C.O. - STREETS & DRAINAGE	CIP - TRANSPORTATION (ST & TR)	Exp	$ 2,552,378.52	FY25 carryfoward adjustments
4116	2024COBOND	41163011	56931	2024 C.O. - CITY FACILITIES	CIP - CITY FACILITIES	Exp	$ 2,324,393.00	FY25 carryfoward adjustments
4117	2025COBOND	41173012	56933	2025 C.O. - STREETS & DRAINAGE	CIP - TRANSPORTATION (ST & TR)	Exp	$ (5,934.78)	FY25 carryfoward adjustments
4118	2026GOBOND	4118	44202	2026 G.O. BONDS	PREMIUM ON BONDS SOLD	Rev	$ 2,045,249.30	2026 GO Bonds - Premium
4118	2026GOBOND	4118	44204	2026 G.O. BONDS	CERTIFICATES OF OBLIG PROCEEDS	Rev	$ 33,090,000.00	2026 GO Bonds - Par
4118	2026GOBOND	41183011	56931	2026 G.O. - CITY FACILITIES	CIP - CITY FACILITIES	Exp	$ 4,250,000.00	2026 GO Bonds
4118	2026GOBOND	41183012	56933	2026 G.O. - STREETS & DRAINAGE	CIP - TRANSPORTATION (ST & TR)	Exp	$ 29,399,000.00	2026 GO Bonds
4118	2026GOBOND	41183012	56984	2026 G.O. - STREETS & DRAINAGE	ENGINEERING	Exp	$ 1,051,000.00	2026 GO Bonds
4511	2019COBOND	45113170	56937	2019 C.O. - WASTEWATER	CIP - WASTEWATER COLLECTION	Exp	$ 6,039,987.44	FY25 carryfoward adjustments
4512	2024COBOND	45123163	53033	2024 C.O. BONDS - WTR CONSTR	METERS & SETTINGS MAINTENANCE	Exp	$ 19,544.00	FY25 carryfoward adjustments
4512	2024COBOND	45123163	53033	2024 C.O. BONDS - WTR CONSTR	METERS & SETTINGS MAINTENANCE	Exp	$ 227,250.00	FY25 carryfoward adjustments
4512	2024COBOND	45123163	56943	2024 C.O. BONDS - WTR CONSTR	CIP - UTILITY BILLING	Exp	$ 1,110,492.00	FY25 carryfoward adjustments

4512	2024COBOND	45123170	56937	2024 C.O. - WASTEWATER	CIP - WASTEWATER COLLECTION	Exp	$	1,145,336.35	FY25 carryfoward adjustments
4512	2024COBOND	45123170	56938	2024 C.O. - WASTEWATER	CIP - WASTEWATER TREATMENT	Exp	$	2,705,000.00	FY25 carryfoward adjustments
4512	2024COBOND	45123170	56938	2024 C.O. - WASTEWATER	CIP - WASTEWATER TREATMENT	Exp	$	5,975,211.05	FY25 carryfoward adjustments
4513	2024COSTRM	45133012	56938	2024 C.O. - STREETS & DRAINAGE	CIP - WASTEWATER TREATMENT	Exp	$	785,643.00	FY25 carryfoward adjustments
5100	W&S	51003160	53006	UTILITY TRANSMISSION	MOTOR VEHICLES MAINTENANCE	Exp	$	15,000.00	Interdivision transfer
5100	W&S	51003170	54007	WASTEWATER TREATMENT	PROFESSIONAL SERVICES	Exp	$	(5,434.50)	FY25 carryfoward encumbrance liquidation
5100	W&S	51003170	54012	WASTEWATER TREATMENT	DISPOSAL SERVICES	Exp	$	(857.13)	FY25 carryfoward encumbrance liquidation
5100	W&S	51003171	56800	POLLUTION CONTROL	MOTOR VEHICLES	Exp	$	(29,000.00)	Interdivision transfer
5100	W&S	51003172	53033	WASTEWATER CONSTRUCTION	METERS & SETTINGS MAINTENANCE	Exp	$	(15,000.00)	Interdivision transfer
5100	W&S	51003172	56800	WASTEWATER CONSTRUCTION	MOTOR VEHICLES	Exp	$	29,000.00	Interdivision transfer
5110	WSCIPF	51103163	56936	WS CIPF - WATER CONSTRUCTION	CIP - WATER DISTRIBUTION	Exp	$	(500,000.30)	FY25 carryfoward adjustments
5110	WSCIPF	51103170	56980	WS CIPF - WASTEWATER TREATMENT	ADMINISTRATION	Exp	$	113,750.00	FY25 carryfoward adjustments
5110	WSCIPF	51103172	56937	WS CIPF - WASTEWATER CONSTRUCT	CIP - WASTEWATER COLLECTION	Exp	$	1,756,486.54	FY25 carryfoward adjustments
5500	STORMWTR	55003180	56932	STORM WATER UTILITY	CIP - DRAINAGE	Exp	$	65,638.25	FY25 carryfoward adjustments
5600	WSIMPACT	56003170	56937	W&S IMPACT - SEWER	CIP - WASTEWATER COLLECTION	Exp	$	(245,796.30)	FY25 carryfoward adjustments
6300	MEDBENEF	63006051	54040	MEDICAL BENEFITS FUND	INSURANCE CLAIM PAYMENTS	Exp	$	3,775,000.00	UHC, Optum Claim Payments
7101	DISASTER	71011010	56700	FEMA	MACHINERY & EQUIPMENT	Exp	$	350,000.00	FY25 carryfoward adjustments
7101	DISASTER	71011010	56931	FEMA	CIP - CITY FACILITIES	Exp	$	1,552,500.00	FY25 carryfoward adjustments
7101	DISASTER	71011010	56931	FEMA	CIP - CITY FACILITIES	Exp	$	334,038.75	FY25 carryfoward adjustments
7103	CDBGMITDR	7103	48109	CDBG MIT/DR	DEPT OF HUD	Rev	$	28,524,660.54	DRRP Grant for RDWY2005 and DRAI2102
7103	CDBGMITDR	71033010	54007	CDBG MIT/DR	PROFESSIONAL SERVICES	Exp	$	130.00	FY25 carryfoward adjustments
7103	CDBGMITDR	71033012	56933	CDBG MIT/DR - STREETS	CIP - TRANSPORTATION (ST & TR)	Exp	$	28,524,660.54	DRRP Grant for RDWY2005 and DRAI2102
7103	CDBGMITDR	71033012	56938	CDBG MIT/DR - STREETS	CIP - WASTEWATER TREATMENT	Exp	$	(40,490.81)	FY25 carryfoward adjustments
7103	CDBGMITDR	71033012	56938	CDBG MIT/DR - STREETS	CIP - WASTEWATER TREATMENT	Exp	$	1,501,401.29	FY25 carryfoward adjustments
7103	CDBGMITDR	71033170	56938	CDBG MIT/DR - WASTEWATER	CIP - WASTEWATER TREATMENT	Exp	$	(33,998.14)	FY25 carryfoward adjustments
7103	CDBGMITDR	71033170	56938	CDBG MIT/DR - WASTEWATER	CIP - WASTEWATER TREATMENT	Exp	$	24,355,779.89	FY25 carryfoward adjustments
7104	FIREGRT	7104	48107	FIRE GRANTS	DEPT OF HOMELAND SECURITY	Rev	$	45,750.00	Port Security Grant
7104	FIREGRT	7104	48107	FIRE GRANTS	DEPT OF HOMELAND SECURITY	Rev	$	53,372.00	UASI EOC Tech Grant
7104	FIREGRT	7104	48300	FIRE GRANTS	LOCAL GRANT	Rev	$	15,250.00	Port Security Grant
7104	FIREGRT	71042021	54007	FIRE DEPT GRANTS	PROFESSIONAL SERVICES	Exp	$	6,375.00	UASI EOC Tech Grant
7104	FIREGRT	71042021	54017	FIRE DEPT GRANTS	EDUCATION & TRAINING	Exp	$	33,860.00	FY25 carryfoward adjustments
7104	FIREGRT	71042021	56100	FIRE DEPT GRANTS	GRANT ASSETS < $10,000	Exp	$	40,979.00	FY25 carryfoward adjustments
7104	FIREGRT	71042021	56100	FIRE DEPT GRANTS	GRANT ASSETS < $10,000	Exp	$	10,503.65	FY25 carryfoward adjustments
7104	FIREGRT	71042021	56700	FIRE DEPT GRANTS	MACHINERY & EQUIPMENT	Exp	$	61,000.00	Port Security Grant
7104	FIREGRT	71042021	56700	FIRE DEPT GRANTS	MACHINERY & EQUIPMENT	Exp	$	46,997.00	UASI EOC Tech Grant
7104	FIREGRT	71042021	56700	FIRE DEPT GRANTS	MACHINERY & EQUIPMENT	Exp	$	34,539.12	FY25 carryfoward adjustments
7105	HOMELAND	71052011	56700	HOMELAND SECURITY - PD	MACHINERY & EQUIPMENT	Exp	$	130,087.00	FY25 carryfoward adjustments
7501	ODDTRST	7501	48300	ODD TRUST & AGENCY FUND	LOCAL GRANT	Rev	$	3,010.71	LEOSE Funds
7501	ODDTRST	75012204	54017	FIRE SPECIAL CONTRIBUTIONS	EDUCATION & TRAINING	Exp	$	3,010.71	LEOSE Funds

Expenditures	**=**	**$**	**138,253,192.02**
Revenues	**=**	**$**	**63,850,475.22**

CITY COUNCIL MEETING 7. d.

Meeting Date: 09/24/2026

Subject: Consider an ordinance authorizing a change order authorizing payment for administration of the City employee medical health plan with UnitedHealthcare Inc.

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

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing a change order authorizing payment for administration of the City employee medical health plan with UnitedHealthcare Inc.

PREFACE

This item is requesting authorization for approval of a change order to the 2026 calendar year agreement with UnitedHealthcare Inc., who is the Third-Party Administrator for the City employee medical coverage. The adjustment aligns the contract authorization with the vendor's calendar-year service period while appropriately allocating expenditures across Fiscal Year 2026 and Fiscal Year 2027. The change order does not represent an expansion of services, but rather ensures sufficient contract authority for administrative fees and other plan services provided under the UnitedHealthcare Inc. contract for the full calendar year. This proposed ordinance authorizes a change order for administration of the City employee medical plan with UnitedHealthcare Inc., in the amount of $250,000.00, for costs associated with administrative fees and plan services. The original ordinance was authorized for $800,000. The change order will authorize a final total not to exceed $1,050,000.00 for administrative fees and plan services during the Fiscal Year 2026 (October - September) and Fiscal Year 2027 (October - December) periods.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	63006051 55001
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	250,000
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving Change Order to Agreement with Untied HealthCare
Contract Change Order
UHC Contract 2026
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING CHANGE ORDER NUMBER ONE TO THE 2026 CALENDAR YEAR AGREEMENT WITH UNITED HEALTHCARE OF TEXAS, INC., AS THE ADMINISTRATOR OF THE CITY OF BAYTOWN'S MEDICAL CLAIMS; AUTHORIZING PAYMENT TO IN AN AMOUNT OF TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00) TO UNITED HEALTHCARE OF TEXAS, INC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby approves Change Order Number One to the 2026 calendar year agreement with United HealthCare of Texas, Inc. ("UHC"), as the administrator of the City of Baytown's medical and pharmaceutical claims and authorizes payment to, in an amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00) to UHC. A copy said Change Order is attached as Exhibit A and incorporated herein by reference.

Section 2: That for the administrative services, 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; 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 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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN

Professional Sevices Contract Change Order /Amendment

Date of Issuance: 1/13/2026 **Contract #:** 4260090

Vendor name: United Healthcare **Project name:** _____ (if applicable)

Change Order No. 1 **Project No:** _____ (if applicable)

Brief Description of Changes:

Billed amount exceeded budgeted amount.

Add or Delete Items:

Item	Description of Work / Items	Unit	Quantity	Unit Price	Total	Time
1	Administrative fee processing				$250,000.00	Days
2						Days
3						Days
4						Days
5						Days
	Total				**$250,000.00**	**0 Days**

Cost & Time Change Summary:	**Cost**	**Time**
Original Contract Price	$800,000.00	Days
Previous Change Order(s) / Amendment(s)		Days
Net increase (decrease) from this Change Order / Amendment	$250,000.00	Days
Revised Contract Price	**$1,050,000.00**	**Days**

Percent increase (decrease) this Change Order / Amendment	23.8%
Percent increase (decrease) all Change Order(s) / Amendment	23.8%

Vendor Signature 4/18/2026 Date

AD of Finance / Purchasing Mang. Date

Director of Finance Date

City Manager Date

*Vendor/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 Vendor (or Contractor) shall be made for work included in the change order / Amentdment is executed.

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United" or "Our" or "Us" or "We") and City of Baytown ("Customer" or "You" or "Your"), and is effective on August 1, 2025 unless otherwise specified.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Baytown

By Carol Flynt

Authorized Signature

Print Name Carol Flynt

Print Title Asst. City Manager

Date 12/23/25

United HealthCare Services, Inc.

By Sara Minnis (12/30/2025 21:50:30 EST)

Authorized Signature

Print Name Sara Minnis

Print Title Associate Contract Manager

Date 12/30/2025

The Administrative Services Agreement is amended on the Effective Date as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Effective August 1, 2025, the definition of Customer Specific Provider has been added to Section 1 – Definitions as follows:

Customer Specific Provider: Customer contracted provider who has entered into or is governed by contractual arrangements with Customer, either directly or through another entity, under which the provider agrees to provide health care services to Participants and accept negotiated fees for these services.

Effective August 1, 2025, the language below has been added to Section 4.2 – Network Access, Management and Administration as follows:

Customer Specific Provider. Plan benefits for health care services rendered by a Customer Specific Provider will be equal to the amounts the Customer Specific Provider agreed to accept in the contractual arrangements governing their participation in the Customer Specific Provider. Customer will provide United with their Customer Specific Provider rate schedule, and Customer will notify United 90 days in advance of any rate change to the Customer's contractual arrangements. United shall apply Customer's contracted rates until United receives written instructions from Customer to cease administering the Customer Specific Provider. Customer is responsible for the resolution of any dispute to the contractual arrangements of the Customer Specific Providers. Customer hereby acknowledges that notwithstanding anything in this Agreement to the contrary, (i) United will have limited information about the claims submitted by the Customer Specific Provider, (ii) United's sole role with respect to claims submitted by the Customer Specific Provider will be to process the claims on behalf of the Customer, (iii) United does not make any performance guarantees for processing claims submitted by the Customer Specific Provider and (iv) United will not perform any other services related to claims submitted by the Customer Specific Provider, including but not limited to provider credentialing analysis, network adequacy analysis, mental health parity analysis, provider directories, payment integrity programs, utilization management and price transparency reporting.

Effective January 1, 2026, all references to Pharmacy Benefit Services are terminated in the Agreement and are hereby removed in their entirety.

Exhibit B – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2027, unless otherwise specified.

PEPM means Per Employee Per Month

Final Claims Fiduciary: Customer

Customer acknowledges that UHC Hub products and services are offered and provided by third party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under the Agreement. Customer agrees that United is not responsible or liable in any way for performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required taxes. A third party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

ASO Fees (PEPM)	Current	Year 1	Year 2
Plan Year	01/01/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027
EPO	*$57.23*	$66.94	$68.95
POS	*$57.23*	$66.94	$68.95
Credits			
Administrative Credit (General Purpose)	N/A	$25,000	$25,000
Audit Credit	$25,000	$25,000	$25,000
Implementation Credit	$25,000	N/A	N/A
Wellness Credit	$50,000	$50,000	$50,000

NOTE: At CITY OF BAYTOWN's direction, Administrative credits can be applied to the monthly bill to offset admin fees or they can be used to reimburse CITY OF BAYTOWN for ASO program related expenses.

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current 1/1/2025 through 12/31/2025	Year 1 1/1/2026 through 12/31/2026	Year 2 1/1/2027 through 12/31/2027
Disease Management Programs:	-	-	-
Congestive Heart Failure (VOM)	Included in Personal Health Support	Included in Personal Health Support	Included in Personal Health Support
Chronic Obstructive Pulmonary Disease (VOM)			
Coronary Artery Disease (VOM)			
Diabetes Program (VOM)			
Asthma Program (VOM)			
Clinical Specialty Network Programs:			
Comprehensive Cancer Program	Included	Included	Included
Medical Management Programs			
Core Medical Necessity	Included	Included	Included
Physical Health Solutions:			
Chiropractic Network	Included	Included	Included

Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included
Other Programs/Services:			
TX Custom PHS 3.0	Included	Included	Included
Behavioral Health Solutions	Included	Included	Included
CSP - Occupational Health Centers	Included	Included	Included
Data Extracts	Included	Included	Included
Reporting Implementation Fee	Included	Included	Included
Data Integration for Predictive Modelling	N/A	Included	Included
Data Integration for Deductible/OOP for Pharmacy	N/A	Included	Included
Third Party Stop Loss Reporting	Included	Included	Included
Other Programs/Services Billed Separately:			
One Pass	$3.86	$3.98	TBD
Other Programs/Services (Fees collected through Bank Account):			
Specialist Management Solutions	$1,500 Per Case	$1,500 Per Case	$1,500 Per Case
UHC Hub Vendors:			
Fees for the following will be collected through the Bank Account			
Kaia Health	$615 Per Participant Per Year	$615 Per Participant Per Year	$615 Per Participant Per Year
Second Opinion Services	$2,136 Per Case	$2,136 Per Case	$2,136 Per Case

The following services are required but not included in the above ASO Fees:

Additional Services (Fees Collected through Bank Account unless otherwise noted)	Fee	
	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027
Naviguard	$9.50 PEPM	$10.50 PEPM
Transplant Resource Services Transplant Cost Negotiation Program	$8,333 per negotiation (charged in year end reconciliation)	
Payment Integrity:		
Enhanced Abuse and Fraud Management Program	22% of recoveries	
Advanced Analytics and Recovery Services (AARS)	24% of recoveries	
Credit Balance Recovery Program	not to exceed 10% of recoveries	
Hospital Bill Audit Program	not to exceed 22% of savings	
Subrogation Services	33.3% of recoveries	
Injury Coordination Coverage	33.3% of recoveries	
Focused Claim Review	22% of savings	

**Naviguard pricing will increase annually by $1.00 pepm (or more, now group specific).*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at $500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the

initial call, customer service representatives take ownership until resolution including call back to the member.

- Employer Internet Solution – www.employereservices.com
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

    - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 941
    - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.23.
    - The benefits or service requirements requested and/or quoted change prior to or after the effective date.

    - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
    - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
    - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
    - As otherwise permitted in our Administrative Services Agreement

- Our mature quotation includes the processing of runout claims for 6 months following the termination of our contract.
- CITY OF BAYTOWN will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are excluded.

- This quotation assumes CITY OF BAYTOWN will retain claim fiduciary responsibility. UnitedHealthcare will retain claim fiduciary responsibility for UnitedHealthcare Administered medical benefit plans for an additional $0.75 PEPM.
- United will provide a Wellness Credit, Audit Credit, Administrative Credit (General Purpose) to help CITY OF BAYTOWN mitigate costs associated with additional wellness services from United, Audit, administration of the plan

  These credits are available as follows:

  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - CITY OF BAYTOWN's enrollment with United must always exceed 847 Employees.
  - Annual credits must be used within the Plan Year specified for that credit. One-time credits must be used between 01/01/2026 and 12/31/2027. Any Credits not used during this time period are forfeit.
  - Upon request from CITY OF BAYTOWN, a credit will be issued in United's fee billing system.
  - Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
  - If CITY OF BAYTOWN terminates the Agreement prior to 12/31/2027, CITY OF BAYTOWN will repay United a prorated portion of the amount of credit that has been paid as of the termination date. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, CITY OF BAYTOWN will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
  - If during the course of the first year unforeseen or additional expense items arise related to the CITY OF BAYTOWN implementation, UHC reserves the right to use a portion of this credit to offset such expenses.

- CITY OF BAYTOWN acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under this Agreement. CITY OF BAYTOWN agrees that United is not responsible or liable in any way for such performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and CITY OF BAYTOWN agrees to pay United for any required taxes.

  A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

Service Description
Fees for the programs are listed above.
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
Coordination of Benefits ("COB") • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers' information. • COB indicators set to edit subsequent claims with primary/secondary payers' information.

Service Description
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
Hospital Bill and Premium Audit • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
Third-Party Liability – Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
Litigation and Arbitration Fees for Recoveries • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.
Naviguard Program • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). • Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.
The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.
For clinical support. if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.
Second Opinion Services. Participants will have access to personalized consultations by video or phone from medical experts. A designated care team coordinator guides Participants through the entire process, including follow up. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.
Specialist Management Solution (SMS) Concierge services and surgical care navigation, guiding Participants to providers who perform outpatient surgical specialties/procedures. Services include the following: • Advocate, a single point of contact through the entire continuum of care. • Participant activation and outreach campaign support. • Customer data and reporting.

Service Description
• Gross Savings means the established episode market average for hospital outpatient department cost per case (based on historic claims data) compared to the actual cost for Participants who had the same procedure in an ambulatory surgical center.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to $10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

FSA Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2027, unless otherwise specified.

FSA, Dependent Care Spending Account Fees	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027
FSA Fee - PEPM	$3.25	$3.25

- FSA fees above apply to employees enrolled in the health care spending or dependent care spending accounts, or both.
- A minimum monthly billing of $100 applies

FSA Nondiscrimination testing (NDT)	$500

Nondiscrimination Test Package

- This optional service provides the results of three tests Non-Discrimination Tests (25% Key Concentration Test [overall Section 125 Plan], 55% Average Benefits Test and 25% Owner's Concentration Test) which are a subset of the testing that may be required by the IRS. CITY OF BAYTOWN provides the data to us, we perform the mathematical calculations and provide a report that indicates pass/fail by test. We are not providing consulting or legal advice.

Standard FSA services including:

- Initial supply of standard employee brochures.
- Single claim submission with automatic roll-over from established feeds (i.e., Spectera® Vision, UnitedHealthcare Dental and OptumRx).
- Check minimum $25.
- Daily payment cycle.
- Customer care representation during normal business hours.
- Eligibility information processed via electronic file submission (FTP or EDT) or tape cartridge with up to two files or tape cartridges per month.
- Standard FSA banking arrangements using separate bank account for FSA plan.
- Direct deposit of payments to employee bank accounts with online direct deposit administration at myuhc.com®.
- Account information through myuhc.com for participants enrolled in UnitedHealthcare health plans.
- Assumes CITY OF BAYTOWN will retain claim fiduciary responsibility for the UnitedHealthcare administered FSA plan.

Standard FSA reports including:

- Member Detail Reports, providing detailed account status for each participant.
- Executive Summary Reports, providing summarized data from the Member Detail Report as well as monthly activity information.
- Utilization Reports, providing general statistical information on the types of expenses being submitted.

Exhibit C – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees. Any Customer credits set forth in Exhibit B – Fees will reduce the total Fees at risk.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2026 through December 31, 2026 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00%		

	95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		

Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$14,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$7,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$7,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing a change order authorizing payment for administration of the City employee medical health plan with UnitedHealthcare Inc.

Company Name: United Healthcare Services

Department: Human Resources

Date: 09/02/2026 **Council Date:** 09/24/2026

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 Welsh 09/02/2026

Director of Finance Date

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

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

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

CITY COUNCIL MEETING 7. e.

Meeting Date: 09/24/2026

Subject: Consider an ordinance for Amendment No. 20 to the Interlocal Agreement with Harris County for Public Transportation Services

Prepared for: Brant Gary, Administration **Prepared by:** Miriam Schoen, Legal

Department: City Management

Information

ITEM

Consider an ordinance for Amendment No. 20 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown.

PREFACE

This proposed ordinance authorizes Amendment No. 20 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown. On July 8, 2008, the City and Harris County entered into an agreement regarding the provision of fixed-route bus service in the City of Baytown for one year.

This amendment extends the term of the agreement through September 20, 2027, and requires the City to pay $250,000.00 to the County. All the other terms and conditions of the interlocal agreement as last amended remain the same.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	10001099-54007
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	
Amount Needed:	250,000.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance - HC Transit ILA-Am. 20
City of Baytown_Harris County_20th Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 20 TO THE INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR PUBLIC TRANSPORTATION SERVICES IN THE CITY OF BAYTOWN; AUTHORIZING PAYMENT TO HARRIS COUNTY IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED, FIFTY-THOUSAND DOLLARS ($250,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to Amendment No. 20 to the Interlocal Agreement with Harris County for Public Transportation Services in the City of Baytown. A copy of said amendment is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Harris County in an amount not to exceed TWO-HUNDRED, FIFTY-THOUSAND DOLLARS ($250,000.00) for public transportation services in accordance with the amendment authorized in Section 1 hereinabove.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

AMENDMENT NO. 20 TO INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES IN CITY OF BAYTOWN

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Twentieth Amendment is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, and the City of Baytown ("Baytown"), a home-rule city under the laws of the State of Texas. The County and Baytown are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On or about July 8, 2008, the County and Baytown entered into an agreement regarding the provision of fixed route bus services in Baytown for a term of one year (the "Master Agreement").

On or about June 23, 2009, the Parties entered into Amendment No. 1 to the Master Agreement to provide for continuation of the fixed route bus service for an additional year.

On or about September 29, 2009, the Parties entered into Amendment No. 2 to the Master Agreement to provide for a third fixed route under the Agreement and to provide funding for such third route.

On or about June 22, 2010, the Parties entered into Amendment No. 3 to the Master Agreement to extend the term of the Master Agreement through July 8, 2011, provide for funding during such extension, and to provide for trash removal for shelters by Baytown beginning in the third year of the Agreement.

On or about June 21, 2011, the Parties entered into Amendment No. 4 to the Master Agreement to extend the term of the Master Agreement through July 8, 2012 and to provide for funding during such extension.

On or about September 25, 2012, the Parties entered into Amendment No. 5 to the Master Agreement to extend the term of the Master Agreement through July 8, 2013 and to provide for funding during such extension.

On or about July 9, 2013 the Parties entered into Amendment No. 6 to the Master Agreement to extend the term of the Master Agreement through July 8, 2014 and to provide for funding during such extension.

On or about July 22, 2014, the Parties entered into Amendment No. 7 to the Master Agreement to extend the term of the Master Agreement through July 8, 2015 and to provide for funding during such extension.

On or about June 23, 2015, the Parties entered into Amendment No. 8 to the Master Agreement to extend the term of the Master Agreement through July 8, 2016 and to provide for funding during such extension.

On or about June 28, 2016, the Parties entered into Amendment No. 9 to the Master Agreement to extend the term of the Master Agreement through July 8, 2017 and to provide for funding during such extension.

On or about June 27, 2017, the Parties entered into Amendment No. 10 to the Master Agreement to extend the term of the Master Agreement through July 8, 2018 and to provide for funding during such extension.

On or about June 26, 2018, the Parties entered into Amendment No. 11 to the Master Agreement to extend the term of the Master Agreement through July 8, 2019 and to provide for funding during such extension.

On or about June 26, 2019, the Parties entered into Amendment No. 12 to the Master Agreement to extend the term of the Master Agreement through July 8, 2020 and to provide for funding during such extension.

On or about June 30, 2020, the Parties entered into Amendment No. 13 to the Master Agreement to extend the term of the Master Agreement through July 8, 2021 and to provide for funding during such extension.

On or about June 29, 2021, the Parties entered into Amendment No. 14 to the Master Agreement to extend the term of the Master Agreement through July 8, 2022 and to provide for funding during such extension.

On or about July 19,_2022, the Parties entered into Amendment No. 15 to the Master Agreement to extend the term of the Master Agreement through July 8, 2023 and to provide for funding during such extension.

On or about July 18, 2023, the Parties entered into Amendment No. 16 to the Master Agreement to extend the term of the Master Agreement through July 8, 2024 and to provide for funding during such extension.

On or about October 8, 2024, the Parties entered into Amendment No.17 to the Master Agreement to extend the term of the Master Agreement through July 8, 2025.

On or about September 18, 2025, the Parties entered into Amendment No. 18 to the Master Agreement to extend the term of the Master Agreement through July 8, 2026.

On or about July 9, 2026, the Parties entered into Amendment No. 19 to the Master Agreement to extend the term of the Master Agreement through September 30, 2026.

The parties now desire to amend the Master Agreement for the twentieth time ("Twentieth Amendment") to extend the term of the Master Agreement through September 30, 2027 and to provide for funding during such extension to provide public transportation services, including but not limited to fixed route bus services.

For and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, it is agreed as follows:

Terms

I.

Section 2.4 of the Master Agreement, reading:

> 2.4 Baytown will provide all required Local Operating Funds for the cost of the service during the term of this Agreement. Baytown shall send an additional $62,500.00 to the County for use in paying its obligations to provide Local Operating Funds within 15 days of the effective date of this agreement. The funds will be maintained in a special reserve account.
>
> Beginning on July 15, 2010, Baytown shall provide trash pick-up at the bus shelters serving the routes under this Agreement. Baytown shall be responsible for emptying trash cans and cleaning the area around each shelter at least once per week through use of one or more employees. During each one year period, beginning July 15, 2010, Harris County will reimburse Baytown, in accordance with this paragraph, up to $15,666.00, to the extent such funds are available for use from Grant funds and from funds received from Baytown and or others as contributions towards Local Operation Funds. Within thirty (30) days of receipt of a detailed statement and supporting documentation as required herein, the County shall reimburse Baytown the Reimbursable Cost, as defined below, for such services, subject to the above limitation. At the close of each month in which services are provided, but not later than the fifth (5^{th}) working day following such month, Baytown shall provide Harris County with a detailed statement in a form reasonably acceptable to the Harris County Auditor of the Reimbursable Cost incurred in providing such services during the previous month, including supporting documentation, which documentation may include, but not limited to invoices, and detailed payroll records. The detailed statement shall be certified in writing to be true and correct. "Reimbursable Cost," as used in this paragraph, means salaries and wages paid for time actually worked and employer contributions for F.I.C.A. and Workers Compensation, and shall not include sick leave, vacations, holidays, retirement, or other insurance or employee benefits, similar or dissimilar.

is amended to read:

> 2.4 Baytown will provide all required Local Operating Funds for the cost of the service during the term of this Agreement. Baytown shall send an additional $250,000.00 to the County for use in paying its obligations to provide Local Operating Funds within 15 days of the effective date of this agreement. The funds will be maintained in a special reserve account.
>
> Baytown shall provide trash pick-up at the bus shelters serving the routes under this Agreement. Baytown shall be responsible for emptying trash cans and cleaning the area around each shelter at least once per week through use of one or more employees. During each one year period, Harris County will reimburse Baytown, in accordance with this paragraph, up to $15,666.00, to the extent such funds are available for use from Grant funds and from funds received from Baytown and or others as contributions towards Local Operation Funds. Within thirty (30) days of receipt of a detailed statement and supporting documentation as required herein, the County shall reimburse Baytown the Reimbursable Cost, as defined below, for such services, subject to the above limitation. At the close of each month in which services are provided, but not later than the fifth (5^{th}) working day following such month, Baytown shall provide Harris County with a detailed statement in a form reasonably acceptable to the Harris County Auditor of the Reimbursable Cost incurred in providing such services during the previous month, including supporting documentation, which documentation may include, but not limited to invoices, and detailed payroll records. The detailed statement shall be certified in writing to be true and correct. "Reimbursable Cost," as used in this paragraph, means salaries and wages paid for time actually worked and employer contributions for F.I.C.A. and Workers Compensation, and shall not include sick leave, vacations, holidays, retirement, or other insurance or employee benefits, similar or dissimilar.

II.

Article 6 of the Master Agreement, reading:

> Unless terminated sooner as set forth above, the term of this Agreement shall begin on July 8, 2008 and terminate at the end of the day on September 30, 2026. Any funds provided by the City remaining at the expiration of this Agreement shall be refunded to the City within thirty (30) days of such expiration.

is amended to read:

> Unless terminated sooner as set forth above, the term of this Agreement shall begin on July 8, 2008 and terminate at the end of the day on September 30, 2027. Any funds provided by Baytown remaining at the expiration of this Agreement shall be refunded to Baytown within thirty (30) days of such expiration.

III.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or the terms and provisions of any part of portion of the previous amendments, this Twentieth Amendment shall control.

V.

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Amendment.

[SIGNATURE PAGE FOLLOWS]

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
ABBIE KAMIN
Harris County Attorney

By: _____
Senior Assistant County Attorney
Cherelle Sims
CA File No. 26GEN2882

ATTEST

_____

Angela Jackson
City Clerk

CITY OF BAYTOWN

By:_____
Jamie Pruitt
Assistant City Manager

ORDER OF COMMISSIONERS COURT
Authorizing Amendment to Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____ _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AMENDMENT NO. 20 TO INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES IN CITY OF BAYTOWN

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County, Amendment No. 20 to the Master Agreement with the City of Baytown for the purpose of extending the term of the Master Agreement through September 30, 2027 and to provide for funding during such extension. The Amendment is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

CITY COUNCIL MEETING 7. f.

Meeting Date: 09/24/2026

Subject: Consider an ordinance authorizing the purchase of library digital publications and ancillary services from Overdrive, Inc.

Prepared for: Lesley Kohles, Library **Prepared by:** Erline Maingot, Library

Department: Library

Information

ITEM

Consider an ordinance authorizing the purchase of library digital publications and ancillary services from Overdrive, Inc.

PREFACE

This proposed ordinance authorizes the purchase of library digital publications and ancillary services from Overdrive, Inc. in an amount not to exceed $60,000.

Fiscal Impact

Fiscal Year: 2027

Acct Code: 10005020 52020

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N: y

Amount Needed: 60,000

Fiscal Impact (Additional Information):

This is the amount budgeted for downloadable books for 2027.

Attachments

Ordinance - OverDrive Library Digital

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 NO/100 DOLLARS ($60,000.00) TO OVERDRIVE, INC. FOR THE SOLE-SOURCE PURCHASE OF LIBRARY DIGITAL PUBLICATIONS AND ANCILLARY SERVICES FOR THE STERLING MUNICIPAL LIBRARY; 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 certain library digital publications and ancillary services that enable public libraries to lend popular audiobooks, eBooks, streaming video, digital magazines and other digital content via the library's website on a single platform may only be purchased from a single source – OverDrive, Inc.; 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 the aforementioned library digital publications and ancillary services for the Sterling Municipal Library.

Section 2: That the City Council of the City of Baytown, Texas, authorizes payment in an amount not to exceed SIXTY-THOUSAND AND NO/100 DOLLARS ($60,000.00) to OverDrive, Inc. for the sole-source purchase of library digital publications and ancillary services for the Sterling Municipal Library

Section 3: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of September, 20256

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the purchase of library digital publications and ancillary services from Overdrive, Inc.

Company Name: OverDrive, Inc.

Department: Library

Date: 09/02/2026 **Council Date:** 09/24/2026

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 Tadel — 09/02/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. g.

Meeting Date: 09/24/2026

Subject: Consider an ordinance authorizing the purchase of library publications, materials, and ancillary services from Ingram Library Services, LLC

Prepared for: Lesley Kohles, Library **Prepared by:** Jacob Boyd, Library

Department: Library

Information

ITEM

Consider an ordinance authorizing the purchase of library publications, materials, and ancillary services from Ingram Library Services, LLC.

PREFACE

This proposed ordinance authorizes the purchase of library publications, materials and ancillary services from Ingram Library Services, LLC in an amount not to exceed $76,500 using the State of Texas contract through Texas SmartBuy, contract 715-M2.

Fiscal Impact

Fiscal Year: 2027
Acct Code: 10005020-52020
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: 73,000
Fiscal Impact (Additional Information):
Amount budgeted in library materials for books

Fiscal Year: 2027
Acct Code: 25005020 52020
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: 1,000
Fiscal Impact (Additional Information):
Amount budgeted in Special Fund for Honorariums and Memorials

Fiscal Year: 2027
Acct Code: 25005202-52020
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: 2,500
Fiscal Impact (Additional Information):
Amount budgeted in anticipation of applying for a grant for library materials from the Texas Book Festival.

Attachments

Ordinance - Library
Co-Op Agreement
Indebtedness Certification
Smart Buy 715-M2 Price Sheet
Award Letter

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SEVENTY-SIX THOUSAND, FIVE-HUNDRED AND NO/100 DOLLARS ($76,500.00) TO INGRAM LIBRARY SERVICES, LLC, THROUGH THE STATE COMPTROLLER OF PUBLIC ACCOUNTS' TXSMARTBUY PROGRAM FOR THE PURCHASE OF LIBRARY PUBLICATIONS, MATERIALS, AND ANCILLARY SERVICES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown, as a member of the Texas CO-OP Purchasing Program, may use the TxSmartBuy Program as an alternate purchasing method satisfying the City's competitive bidding obligations; and

WHEREAS, the purchase of library publications, materials, and ancillary services may be made through the TxSmartBuy Program; 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 SEVENTY-SIX THOUSAND, FIVE-HUNDRED AND NO/100 DOLLARS ($76,500.00) to Ingram Library Services, LLC, through the State Comptroller of Public Accounts' TxSmartBuy Program for the purchase of library publications, materials, and ancillary services.

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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between Ingram Library Services LLC (vendor) and the City of Baytown

Ingram Library Services LLC (vendor), using Cooperative Contract

715-M2 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Library materials and services.

at the prices listed: Mandatory Price Sheet 715-M2
(please include separate list, if required)

Ingram Library Services LLC
Vendor (company)

Carolyn Morris
Vendor representative printed Name

Carolyn Morris
Representative Signature

8/10/2026
Date

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the purchase of library publications, materials, and ancillary services from Ingram Library Services, LLC

Company Name: Ingram Library Services, LLC

Department: Library

Date: 08/31/2026 **Council Date:** 09/24/2026

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.

_____ 08/31/2026

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

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3352
RFP No. 304T-26-715M2

Ingram Library Services LLC		School Libraries	Public Libraries (Municipalities)	Academic Institutions	State Agencies and Texas SmartBuy Members	Publications for Resale	Additional Discounts	
							Volume Price Breaks	Additional Percentage Discount
Digital Materials								
Category 1	Digital Pre-Loaded; all-in-one audio books	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 2	Digital Pre-Loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 3	Digital Pre-Loaded; Items not covered in lines 1 & 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; device included	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Print Materials								
Category 5	Adult Trade; fiction/non-fiction hardbound	38.00%	46.50%	40.00%	38.00%	N/A	N/A	N/A
Category 6	Adult Trade; fiction/non-fiction paperback	36.00%	40.00%	20.00%	36.00%	N/A	N/A	N/A
Category 7	Adult Trade; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 8	Juvenile Trade; fiction/non-fiction hardbound	38.00%	46.50%	40.00%	38.00%	N/A	N/A	N/A
Category 9	Juvenile Trade; fiction/non-fiction paperback	36.00%	40.00%	20.00%	36.00%	N/A	N/A	N/A
Category 10	Juvenile Trade; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 11	Mass Market Paperback; rack	36.00%	40.00%	20.00%	36.00%	N/A	N/A	N/A
Category 12	Non-Trade Publication; hardbound	10.00%	10.00%	20.00%	10.00%	N/A	N/A	N/A
Category 13	Non-Trade Publication; paperback	10.00%	10.00%	20.00%	10.00%	N/A	N/A	N/A
Category 14	Non-Trade Publication; braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 15	University Press	10.00%	10.00%	20.00%	10.00%	N/A	N/A	N/A
Category 16	University Press, braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 17	Adult Library Bound; fiction/non-fiction	10.00%	15.00%	20.00%	10.00%	N/A	N/A	N/A
Category 18	Adult Library Bound; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 19	Juvenile Library Bound; fiction/non-fiction	10.00%	15.00%	20.00%	10.00%	N/A	N/A	N/A
Category 20	Juvenile Library Bound; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 21	Pre-Bound Hardback	30.00%	30.00%	30.00%	30.00%	N/A	N/A	N/A
Category 22	Pre-Bound Paperback	30.00%	30.00%	30.00%	30.00%	N/A	N/A	N/A
Nonstandard Formats								
Category 23	Music/Audio Compacts Disc; pre-recorded	5.00%	5.00%	5.00%	5.00%	N/A	N/A	N/A
Category 24	Music/Audio Record Disc, Vinyl; pre-recorded	5.00%	5.00%	5.00%	5.00%	N/A	N/A	N/A
Category 25	Audiovisual DVD Pre-Recorded; feature/non-feature films	5.00%	5.00%	5.00%	5.00%	N/A	N/A	N/A
Category 26	Spoken Word/Audio Compact Disc Pre-Recorded; abridged	45.00%	46.00%	45.00%	45.00%	N/A	N/A	N/A
Category 27	Spoken Word/Audio Compact Disc Pre-Recorded; un-abridged	45.00%	46.00%	45.00%	45.00%	N/A	N/A	N/A
Category 28	Spoken Word/Audio MP3 Format Pre-Recorded; un-abridged	45.00%	46.00%	45.00%	45.00%	N/A	N/A	N/A

Additional Information

Net titles for all categories and bindings are invoiced at 0.0% discount. For public, K-12 school libraries, and State agencies, Spoken Word non-trade/short is invoiced at 10% discount. Video games are invoiced at 5.0% discount for all categories. Continuations and Standing Order programs receive the same disounts as firm orders. Ingram's standard Low Price Point discount for all libraries: Trade Hardcover, Quality Paperbacks, and Mass Market Paperback titles ordered with a cover price of $9.99 or less will receive a 20% discount.

N/A = Not Awarded

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3352
RFP No. 304T-26-715M2

Ingram Library Services LLC

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	$ 2.34	iClassic A bundle (includes best available record). If a full MARC record is required, price per unit is $3.09 (iXtend A).
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	$ 4.11	iXtend C bundle (guarantees a full level record).
iClassic bundle package	$ 1.63	This is the base price for this bundle tier.
iXtend bundle package	$ 2.37	This is the base price for this bundle tier.
iComplete bundle package	$ 2.78	This is the base price for this bundle tier.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	*If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.*
Standard MARC Record	$ 0.75	MARC record only bundle
Mylar Jacket	$ 1.25	Billed by component
Barcode Label	$ -	Part of bundle package
Label (per application-Customer supplied)	$ -	Part of bundle package
Label (per application-Vendor supplied)	$ -	Part of bundle package
Genre Label	$ -	Part of bundle package
Spine Label	$ 1.63	Bundle billing iClassic
Label Protector	$ -	Part of bundle package
Pocket (paper)	N/A	N/A
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	$ -	Part of bundle package, customer supplied, 12 stamps per distribution center
Spine Tape (inside)	N/A	N/A
Spine Tape (outside)	N/A	N/A

Additional Processing Components
Pre-Processing Only: This service includes the following options — mylar, mylar and laminate, spine label only, and MARC record only.
iClassic Bundle: This service provides the best available MARC record and same options available in Pre-Processing PLUS Ingram Supplied Barcode, Property Label, Label Protector and Reading Program Labels.
iExtend Bundle: This service provides the full MARC record and same options available in iClassic Bundle PLUS Bibliographic or Pocket Label, Date Label, Branch Label, Z39.50 and Enriched Ordering.
iComplete Bundle: This service provides the full MARC record and same options available in iExtend Bundle PLUS Custom Cataloging and Premium Processing.
Various additional services available for bundles:
RFID/Barcode 2-part set; RFID/Barcode 3-part set; Barcode (available for Mylar & Mylar/Laminate bundles only); Property Label (Not available for Spine Label only bundle); Label Protectors (available for spine label bundle only); Unprogrammed RFID tag;
3M theft; Checkpoint theft. Premium add-on services include: Genre Labels, Audience/Collection labels, and Colored Label Protectors. An iComplete annual cataloging fee may apply. Services may Include: Cataloger Intervention; Create Call Number / Cutter Series;
Remove/revise subject headings; OCLC Search/Download (with third party agreement); Genre Determination;
BISAC validation/customization; Manual Intervention for Tags; Add LC Call Number.

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.
Vinyl Laminate; Various Thicknesses	$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode)	$ -	*Part of bundle package; not offered as stand-alone service.*
RFID ("universal" tag programmed and applied)	N/A	N/A
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	N/A	N/A

Texas Comptroller of Public Accounts

0 (/)

Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services
Contract Group	Managed
Type	Term
Start Date	11/1/2025
End Date	10/31/2026
Purchase Category Code (Agencies Only)	PCC C
Optional Renewal Terms	November 1, 2026, through October 31, 2027 November 1, 2027, through October 31, 2028 November 1, 2028, through October 31, 2029
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member. Note: This contract contains line items that may be available through multiple contractors. Agencies should document its best value determination when selecting other than the lowest-priced contractor.
NIGP Codes(s)	52520 ; 52540 ; 71504 ; 71505 ; 71546 ; 71555 ; 95610

CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)

Contract Items and Pricing	**Customers should contact the applicable company representative in order to set up an account.** **715-M2 Library Publications Lerner Publishing Group Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2_Library Publications Lerner Publishing Group.pdf) **715-M2 Library Publications The Penworthy Company Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications The Penworthy Company.pdf) **715-M2 Library Publications Midwest Tape LLC.** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Tape LLC.pdf) **715-M2 Library Publications Ingram Library Service Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Ingram Library Service.pdf) **715-M2 Library Publications H-NM dba Perma-Bound Books Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications H-NM dba Perma-Bound Books.pdf) **715-M2 Library Publications Brodart Co. Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Brodart Co..pdf) **715-M2 Library Publications Barnes&Nobl Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Barnes&Noble.pdf) **715-M2 Library Publications Children's Plus, Inc. DBA Libraria Price Sheet**

	(https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Children's Plus, Inc. DBA Libraria.pdf) **715-M2 Library Publications Midwest Library Service.pdf Price Sheet** (https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Library Service.pdf)
Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellations	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.

Restocking Fee	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contract Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Track vendor performance for delegated and exempt purchases

Contractors

Contractor VID: 11340303897
Contractor: Barnes & Noble Booksellers, Inc.
Contact Name: Brian Shapuras
Email: businessdevelopmentbids@bn.com
Phone: (212) 414-6004
Alternate Contact Name: Mary Wilson

Alternate Email: mwilson1@bn.com
Alternate Phone: (212) 313-6300
Address: 33 E. 17th Street New York, NY 10003

Contractor VID: 12322487583
Contractor: Brodart Co.
Contact Name: Beth Blazina
Email: beth.blazina@brodart.com
Phone: (800) 233-8467
Alternate Contact Name: Brendae Keith
Alternate Email: brendae.keith@brodart.com
Alternate Phone: (800) 233-8467
Address: 500 Arch Street Williamsport PA 17701-7809

Contractor VID: 13640789668
Contractor: Children’s Plus, Inc. dba Libraria
Contact Name: Ansley R Walsh
Email: bids@libraria.com
Phone: (800) 230-1279
Alternate Contact Name: Mike Beechin
Alternate Email: mikeb@libraria.com
Alternate Phone: (800) 230-1279
Address: PO Box 847 Beecher, IL 60401

Contractor VID: 13710017263
Contractor: Hertzberg-New Method Inc. dba Perma-Bound Books
Contact Name: Debra Northcutt
Email: books@perma-bound.com
Alternate Contact Name: Alan Johnston
Alternate Email: alanjohnston@perma-bound.com
Alternate Phone: (254) 366-2745
Address: Perma-Bound Hertzberg-New Meth 617 East Vandalia Road Jacksonville IL 62650-3599

Contractor VID: 16217466966
Contractor: Ingram Library Services LLC
Contact Name: Karen Peck
Email: Karen.Peck@ingramcontent.com

Phone: (214) 952-6310
Alternate Contact Name: Kate Collingwood
Alternate Email: Kate.Collingwood@ingramcontent.com
Alternate Phone: (615) 213-5736
Address: One Ingram Blvd La Vergne TN 37086-1986

Contractor VID: 14108338998
Contractor: Lerner Publishing Group, Inc.
Contact Name: Brad D. Richason
Email: brichason@lernerbooks.com
Phone: (800) 328-4929
Alternate Contact Name: Mindy Ondich
Alternate Email: mondich@lernerbooks.com
Alternate Phone: (800) 328-4929
Address: 241 1st Ave North Minneapolis, MN 55401

Contractor VID: 14308345058
Contractor: Midwest Library Service, Inc.
Contact Name: Trish Banta
Email: banta@midwestls.com
Phone: (800) 325-8833
Address: 11443 Saint Charles Rock Rd Bridgeton MO 63044-2724

Contractor VID: 13714996868
Contractor: Midwest Tape, LLC
Contact Name:
Brandon Jones
Email: bjones@midwesttape.com
Phone: (800) 875-2785
Alternate Contact Name: Janet Timm
Alternate Email: jtimm@midwesttape.com
Alternate Phone: (800) 875-2785
Address: PO Box 820 Holland OH 43528

Contractor VID: 18120431426
Contractor: The Penworthy Company, LLC
Contact Name: Nicolette Finocchiaro

Email: nicolette.finocchiaro@penworthy.com
Phone: (414) 921-1506
Alternate Contact Name: Customer Service
Alternate Email: customerservice@penworthy.com
Alternate Phone: (800) 262-2665 x0
Address: 219 N. Milwaukee Street, Ste. #400 Milwaukee, WI 53202

Policies

Other State Sites

CITY COUNCIL MEETING 7. h.

Meeting Date: 09/24/2026
Subject: Consider an ordinance to amend utility rates
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM
Consider an ordinance amending the City of Baytown utility rates.

PREFACE
The proposed ordinance amends utility rates in response to the increased cost of wholesale water, maintenance, supplies, equipment and personnel costs.

This item supports the Council's goals and priorities to invest in the highest quality infrastructure that serves the needs of our residents and supports the ongoing private investment. To ensure these priorities are met, the necessary increase to support this investment is included in the FY27 budget, providing the resources required to deliver and maintain these improvements at the highest standard.

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
FY27 Utility Rates

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE III "WATER SERVICE," SECTION 98-59 "RATES," SUBSECTION (A) AND ARTICLE IV "SEWER SERVICE," SECTION 98-91 "SEWER SERVICE CHARGE" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO UPDATE SERVICE FEES; PROVIDING FOR A PENALTY NOT EXCEEDING FIVE HUNDRED AND NO/100 DOLLARS ($500.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

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

Section 1: That Chapter 98 "Utilities," Article III "Water Service," Section 98-59 "Rates," Subsection (a) of the Code of Ordinances of the City of Baytown, Texas, is hereby amended to read as follows:

CHAPTER 98. UTILITIES

ARTICLE III. WATER SERVICE

Sec. 98-59. Rates.

(a) *Rate Schedules.* The following are the rate schedules for water service:

Water Service – Rate Schedule
Individually Metered Single-Family Residential

		Inside City	Outside City
Base Charge		$8.72	$13.08
Customer Charge		$4.19	$6.29
Tier 1	First 2,000	$4.07	$5.24
Tier 2	Next 4,000	$7.86	$11.80
Tier 3	Over 6,000	$10.85	$16.27

Water Service – Rate Schedule
Multifamily Residential Master Meter Service

		Inside City	Outside City
Base Charge		$8.72	$13.08
Customer Charge		$4.19	$6.29
Tier 1	First 2,000	$4.07	$5.24
Tier 2	Over 2,000	$7.86	$11.80

Unit = Constructed, regardless of whether occupied.

Water Service – Rate Schedule
Nonresidential Service

		Inside City	Outside City
Base Charge			
5/8"		$8.72	$13.08
3/4"		$13.09	$19.64
1"		$21.80	$32.70
1-1/2"		$43.61	$65.42
2"		$69.75	$104.63
3"		$139.50	$209.24
4"		$217.98	$326.96
6"		$435.93	$653.90
8"		$697.49	$1,046.23
10"		$1,002.67	$1,504.01
Customer Charge		$4.19	$6.29
Tier 1	All Use	$7.86	$11.80

Water Service – Rate Schedule
Metered Irrigation Service

		Inside City	Outside City
Base Charge			
5/8"		$8.72	$13.08
3/4"		$13.09	$19.64
1"		$21.80	$32.70
1-1/2"		$43.61	$65.42
2"		$69.75	$104.63
3"		$139.50	$209.24
4"		$217.98	$326.96
6"		$435.93	$653.90
8"		$697.49	$1,046.23
10"		$1,002.67	$1,504.01
Customer Charge		$4.19	$6.29
5/8"	First 6,000	$7.86	$11.80
	Over 6,000	$10.85	$16.27

3/4"	First 9,000	$7.86	$11.80
	Over 9,000	$10.85	$16.27
1"	First 15,000	$7.86	$11.80
	Over 15,000	$10.85	$16.27
1-1/2"	First 30,000	$7.86	$11.80
	Over 30,000	$10.85	$16.27
2"	First 48,000	$7.86	$11.80
	Over 48,000	$10.85	$16.27
3"	First 96,000	$7.86	$11.80
	Over 96,000	$10.85	$16.27
4"	First 150,000	$7.86	$11.80
	Over 150,000	$10.85	$16.27
6"	First 300,000	$7.86	$11.80
	Over 300,000	$10.85	$16.27
8"	First 480,000	$7.86	$11.80
	Over 480,000	$10.85	$16.27
10"	First 690,000	$7.86	$11.80
	Over 690,000	$10.85	$16.27

Section 2: That Chapter 98 "Utilities," Article IV "Sewer Service," Section 98-91 "Sewer service charge" of the Code of Ordinances of the City of Baytown, Texas, is hereby amended to read as follows:

CHAPTER 98. UTILITIES

ARTICLE IV. SEWER SERVICE

Sec. 98-91. Sewer service charge.

(a) *Residential dwelling units*. The sewer service charge for residential dwelling units shall be as follows:

(1) *Individually metered for water consumption.* Each residential dwelling unit individually metered and billed for the consumption of water shall be charged for and shall owe each month a sewer service charge based upon the consumption of water attributed to it as determined by article III of this chapter relating to water charges, applied to the following usage and the rate schedule for sewer service:

Wastewater Service – Rate Schedule
Individually Metered Single-Family Residential

	Inside City	**Outside City**

Base Charge		$10.89	$16.33
Customer Charge		$5.23	$7.86
Tier 1	First 2,000	$4.04	$6.05
Tier 2	Next 10,000	$9.09	$13.65
Tier 3	Over 12,000	$ -	$ -

(2) *Jointly metered for water consumption.* Multifamily dwelling unit projects not individually metered for water shall be charged for and shall owe each month a sanitary sewer charge based upon consumption of water attributed to it as determined by article III of this chapter relating to water charges applied to the following usage and the rate schedule for sewer service:

Wastewater Service – Rate Schedule
Multi-Family Residential Master Meter Service

		Inside City	**Outside City**
Base Charge		$10.89	$16.33
Customer Charge		$5.23	$7.86
Tier 1	First 2,000	$4.04	$6.05
Tier 2	Next 10,000	$9.09	$13.65
Tier 3	Over 12,000	$ -	$ -

Unit = Constructed, regardless of whether occupied.

(b) *Commercial units.* Each commercial unit shall be charged for and shall owe each month a sanitary sewer service charge based upon the consumption of water attributed to it, applied to the following usage and the rate schedule for sewer service:

Wastewater Service – Rate Schedule
Non-Residential Service

	Inside City	**Outside City**
Base Charge		
5/8"	$10.89	$16.33
3/4"	$16.34	$24.53
1"	$27.22	$40.84
1-1/2"	$54.48	$81.72
2"	$87.14	$130.73
3"	$174.30	$261.44
4"	$272.35	$408.53
6"	$543.34	$815.01

	8"	$871.49	$1,307.22
	10"	$1,252.80	$1,879.21
Customer Charge		$5.23	$7.86
Tier 1	All Use	$9.09	$13.65

(c) *Manufactured home parks.* Manufactured home parks shall be charged for and owe a sanitary sewer service charge based upon consumption of water attributed to it as determined by article III of this chapter relating to water charges applied to the same rates schedule as Multifamily Residential Master Meter Service.

Section 3: Every person convicted of a violation of any provision of this ordinance herein shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS ($500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 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 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 6: This ordinance shall take effect for all billings occurring on or after the first full billing cycle after October 1, 2026. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____

CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Amended Utility Rates

Recommended Rate Increase	FY27
Water Rate Increase	4.5%
Sewer Rate Increase	12.4%
Combined Rate Increase	7.9%

CITY COUNCIL MEETING 7. i.

Meeting Date: 09/24/2026

Subject: Consideration and take action to award an ordinance authorizing the renewal of Janitorial Services: City Wide with DEL-SOL Group

Prepared for: Teresa McKenzie, Finance **Prepared by:** Gwynetheia Pope, Finance

Department: Finance

Information

ITEM

Consider an ordinance authorizing an annual renewal with DEL-SOL Group, LLC for City Wide Janitorial Services.

PREFACE

This proposed ordinance approves an annual service agreement with DEL-SOL Group, LLC for City Wide Janitorial Services in the amount of $$392,271.00.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	10001099-54010
Source of Funds (Operating/Capital/Bonds):	OPERATING
Funds Budgeted Y/N:	Y
Amount Needed:	392,271.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving 1st Renewal of Annual City Wide Janitorial Services Agreement with Del-Sol
AGREEMENT
RENEWAL NOTICE
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FIRST RENEWAL OF THE ANNUAL CITY-WIDE JANITORIAL SERVICES CONTRACT WITH DEL-SOL GROUP, LLC,; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT OF THREE HUNDRED NINETY-TWO THOUSAND TWO HUNDRED SEVENTY-ONE AND 00/100 DOLLARS ($392,271.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown hereby approves the first renewal of the Annual City-Wide Janitorial Services Contract with Del-Sol Group, LLC, for an amount of THREE HUNDRED NINETY-TWO THOUSAND TWO HUNDRED SEVENTY-ONE AND 00/100 DOLLARS ($392,271.00); 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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

AGREEMENT FOR CITY WIDE ANNUAL JANITORIAL SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. **Scope of Services/Vendor Fees**

a. This Agreement authorizes Vendor to perform Janitorial services for City of Baytown City wide locations (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:

- ☐ upon completion of the Work in accordance with this Agreement, including Exhibits;
- ☒ Twelve (12]) months following execution by the City Manager or his designee, allowing for up to four (4) annual renewals;
- ☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

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

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

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

2. **Compensation and Fees**

a. The City shall pay the Vendor based upon detailed invoices submitted by the Vendor based upon the following:

i.	City Wide Janitorial Services	$392,271.00
ii.		$0.00
iii.		$0.00
iv.		$0.00
v.		$0.00
vi.	**Total Not to Exceed**	$392,271.00

b. If this Agreement allows for annual renewals, Compensation and Fees ☒ shall / ☐ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.

c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.

d. Vendor shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.

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

f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

a. Vendor's Project Manager
Vendor shall designate Martin Rodriguez, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.

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

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

4. Designation and Duties of the City's Representative

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

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

5. Standards of Performance

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

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

b. Codes and Standards

i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.

ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Vendor if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Vendor shall state the alternative codes and regulations used.

iv. Vendor agrees the services it provides as an experienced and qualified Janitorial Services will reflect the professional standards, procedures and performances common in the industry for this project. Vendor further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.

v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

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

7. Insurance

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

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

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

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

- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

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

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project
- Waiver of Subrogation required

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required

b. The following shall be applicable to all policies of insurance required herein:

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

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

iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.

iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

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

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

8. Indemnification and Release

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

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

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

9. Subcontractors

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

10. Termination of Vendor

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

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

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

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

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

11. Records

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

12. Supervision of Vendor

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

13. Billing

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

14. Indebtedness

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

15. Verifications

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

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

16. Governing Law

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

17. Notices

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

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

For the City:

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

For Vendor:

Del Sol Group
Eric Hare
500 W 2nd Street STE 1900
Austin, TX 78701

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

18. No Third-Party Beneficiary

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

19. No Right to Arbitration

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

20. Waiver

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

21. Complete Agreement

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

22. No Assignment

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

23. Headings

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

24. Severability

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

25. Ambiguities

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

26. Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ~~14th~~ 15th day of October, 2025, the date of execution by the City Manager or his designee of the City of Baytown.

CITY OF BAYTOWN

(Signature)

Eric Hare Jason C Reynolds

(Printed Name)

CFO City Manager City of Baytown

(Title)

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

(Signature)

Scott Lemond

(Printed Name)

City Attorney

(Title)

VENDOR:

Eric Hare

(Signature)

Eric Hare

(Printed Name)

CFO

(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me on this day personally appeared Eric Hare, in his/her capacity as CFO, on behalf of Del Sol Group,

- ☑ 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 14 day of October, 2025.

JESSI GARDNER
Notary ID #135516543
My Commission Expires
June 12, 2029

Notary Public in and for the State of Texas

CITY OF BAYTOWN

Purchasing
P. O. BOX 424

(281) 420-6526
Baytown, Texas 77522-0424

Del Sol Group
500 W 2nd Street STE 1900
Austin, TX 78701

ATTN: Eric Hare

August 12, 2026

Dear Supplier:

This letter is to inform you that the City of Baytown would like to renew the contract for the Janitorial contract. 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 Services for the period of October 1, 2026 through September 30, 2027.

Vendor Name

Printed Name: MARIN Rodriguez

Title: CEO

Signature: _____

Date: 14 Aug 26

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: JANITORIAL SERVICES: CITY WIDE

Company Name: DEL-SOL GROUP, LLC

Department: Finance

Date: 08/31/2026 **Council Date:** 09/24/2026

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.

_____ 08/31/2026

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: 09/24/2026
Subject: Consider an ordinance authorizing the second renewal for the Liquid Sodium Hydroxide chemical contract with Univar Solutions USA, 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 the second and final renewal of the Liquid Sodium Hydroxide chemical contract with Univar Solutions USA, LLC.

PREFACE

This proposed ordinance authorizes the second and final renewal of the Liquid Sodium Hydroxide chemical contract with Univar Solutions USA, LLC., for an amount not to exceed $267,782.64.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	35007030-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$267,782.64
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving the 2nd Renewal of the Liquid Sodium Hydroxide Purchase Agreement between BAWA and Univar Solutions
Renewal Letter - Univar Solutions USA, LLC
Original Agreement
Indebtedness

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SECOND RENEWAL OF THE LIQUID SODIUM HYDROXIDE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND UNIVAR SOLUTIONS USA, LLC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

* *

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve contracts before the Baytown Area Water Authority enters into the same; and

WHEREAS, via Resolution No. 2024-28, the Board of Directors of the Baytown Area Water Authority authorized the Liquid Sodium Hydroxide Agreement with Univar Solutions USA Inc. on September 18, 2024 (the "Agreement"); and

WHEREAS, on September 16, 2026, the Board of Directors of the Baytown Area Water Authority met and approved the second renewal of the Liquid Sodium Hydroxide Agreement with Univar Solutions USA Inc.

WHEREAS, the City of Baytown desires to approve the same; 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 second renewal of the Liquid Sodium Hydroxide Agreement between the Baytown Area Water Authority and Univar Solutions USA, LLC.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY

7425 Thompson Road, Baytown, Texas 77521-1056 (281) 420-5310 Fax (281) 596-7551

July 22, 2026

Univar Solutions USA, LLC
Attn: Roise Holiday
8201 S. 21st Street
Kent, WA. 98032

Re: 2nd and final renewal of the Annual Liquid Sodium Hydroxide 25% and 50% Contract between Univar Solutions USA, LLC
and The Baytown Area Water Authority.

Roise Holiday,

Pursuant to the terms of the above Contract entered into on October 1, 2024 between The Baytown Area Water Authority and Univar Solutions USA, LLC this will serve to confirm The Baytown Area Water Authority's desire to exercise its 2nd and final option to renew the Contract under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on September 30, 2027.

If this is acceptable to you, please sign where indicated below, and return the same to me via email at Christopher.wallace@baytown.org.

Should you have any questions, please do not hesitate to contact me at 281-420-8201. Thank you for your cooperation and assistance.

Sincerely,

Christopher Wallace
BAWA Superintendent

AGREED:
Roise Holiday / Univar Solutions USA, LLC
Roise Holiday 8/10/2026
(Signature) (Date)

Roise Holiday
(Printed Name)

Municipal Bid Specialist
(Title)

AGREEMENT FOR THE PURCHASE OF SODIUM HYDROXIDE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Univar Solutions USA, LLC (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of 1,242,800 pounds 50%, 24 totes 50%, and 6 totes 25% Sodium Hydroxide, Bulk and Totes (the "Goods") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

- ☐ upon delivery of the Goods in accordance with paragraph 2;
- ☒ Twelve (12]) months following execution by the General 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 General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to Two hundred sixty-seven thousand seven hundred eighty-two dollars and sixty-four cents ($267,782.64) for delivery of the Goods as follows:

i. Sodium Hydroxide 50% Bulk
ii. Sodium Hydroxide 50% Totes
iii. Sodium Hydroxide 25% Totes
iv. Description of Goods
v. Description of Goods

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

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

e. BAWA 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 BAWA 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 BAWA until BAWA 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 BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General 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 BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, 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. If Vendor drives in or on BAWA property or facilities, Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required

iii. If Vendor has more than one employee and drives in or on BAWA property or facilities, 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 BAWA.

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

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

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to BAWA, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to BAWA 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 BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") 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 BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA 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 BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, BAWA does not consent to litigation or suit, and BAWA 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 BAWA's immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 BAWA's request and at no cost to BAWA, BAWA 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 BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA 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 BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and BAWA 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 Baytown Area Water Authority;
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 Baytown Area Water Authority; 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: Michael Gay
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Univar Solutions USA, LLC
Roise Holiday
8201 S. 21st Street
Kent, WA 98032

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 BAWA only.

13. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA 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 BAWA 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 BAWA 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 BAWA 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. BAWA 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 General Manager of such sale or assignment. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA.

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 7th day of October, 2024 the date of execution by the General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

for JASON E. REYNOLDS, General Manager
Brant Gary, Asst. City/Gen. Mgr.

ATTEST:

ANGELA JACKSON, Assistant Secretary

Legal

VENDOR:

UNIVAR SOLUTIONS USA, LLC

(Signature)

Shawnasey Mccarthy
(Printed Name)

Municipal Commercial Manager
(Title)

STATE OF Florida §
§
COUNTY OF Hillsborough §

Before me on this day personally appeared Shawnesy McCarthy, in his/her capacity as Municipal Commercial Manager, on behalf of such Univar Solutions USA LLC,

- [X] known to me;
- [ ] proved to me on the oath of _____; or
- [ ] proved to me through his/her current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

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

SUBSCRIBED AND SWORN before me this 29th day of August, 2024.

Notary Public in and for the State of Florida

ROISE HOLIDAY-HENRY
MY COMMISSION # HH 199474
EXPIRES: November 16, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT A

SCOPE:

The Baytown Area Water Authority (BAWA) seeks competitive bids for LIQUID SODIUM HYDROXIDE. The purpose of these specifications is to describe the minimum requirements of BAWA for an annual LIQUID SODIUM HYDROXIDE contract. The quantities on the Invitation to Bid are estimates. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract.

REQUIREMENTS:

Any variance in any item must be specified clearly under the "Exceptions to Specifications" section of these specifications in order to have a valid bid.

MATERIAL SPECIFICATIONS:

1.) LIQUID SODIUM HYDROXIDE (NaOH) is a clear, caustic, corrosive, aqueous solution. The specific gravity of the solution shall be in the range of 1.51 to 1.54. Specific gravity will vary with NaOH concentration. NaOH shall contain a minimum of 48% NaOH by weight. The material supplied under these specifications shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming the water which has been properly treated with NaOH. In all respects the NaOH shall meet as a minimum the current American National Standards Institute/National Sanitation Foundation (ANSI/**NSF**) Stand 60. In addition, the standard specifications of the American Water Works Association Standard B501-03 and the current Water Chemicals Codes (as published by the National Academy of Sciences), whichever is the more restrictive specification, unless otherwise specified in the specifications for material used in the purification of municipal potable water supplies. Typical chemical composition/purity requirements are as follows:

50% Sodium Hydroxide - minimum 48% by weight
Total Alkali (Na20) - minimum 37% by weight
NaCl - minimum < 2% by weight Fe - minimum <10
ppm

2. During the months of November through March, 25% LIQUID SODIUM HYDROXIDE maybe ordered. The specific gravity of the solution shall be in the range of 1.28 to 1.30. In all respects, the 25% LIQUID SODIUM HYDROXIDE shall meet the AWWA Standard B501-03. The typical chemical composition/purity requirements are as follows:

25% Sodium Hydroxide - 24 - 26% by weight

Total Alkali (Na_2O) - minimum 18.5% by weight

NaCl - minimum <1% by weight

Fe - minimum <10 ppm

EMERGENCY RESPONSE:

All Bidders must demonstrate the ability to respond 24 hours a day, 365 days a year within one hour to any

and all container, valve or any other delivery emergency, regardless of location, upon request by BAWA's authorized agent. BAWA shall bear no charge for such response(s), and delays incurred in unloading shall be at no cost to BAWA.

SAFETY DATA SHEET:

In addition to proper labeling of hazardous chemicals, the Bidder shall supply BAWA with one (1) copy of the safety data sheet for the product they are offering BAWA. **BIDDER SHALL INCLUDE MSDS SHEET WITH INVITATION TO BID.** Bidder shall also provide an SDS sheet with **each** delivery in conformance with the Hazardous Substances Act pursuant to Chapter 501 of the Texas Health and Safety Code.

TRAINING AND LABELING:

BAWA shall comply with the Texas Hazard Communication Act pursuant to Chapter 502 of the Texas Health and Safety Code. BAWA requires the Bidder, within thirty (30) days from award of contract, to provide instruction, documentation and/or any training program available regarding any hazardous chemical.

ORDERING DATA:

Quantities of LIQUID SODIUM HYDROXIDE shall be ordered on an "as needed basis". A Purchase Order Number shall be issued at time of order.

SAMPLING OF MATERIAL:

BAWA reserves the right to sample any truckload of LIQUID SODIUM HYDROXIDE at its choosing. Samples for certificate of analysis shall be analyzed in accordance with AWWA Standard B501-03. BAWA, at its option, will collect a 1-liter sample, in the presence of the vendor's driver, before unloading. The sample will be taken to the Lab where QC tests will be performed on the sample before unloading.

REJECTION OF DELIVERY:

BAWA reserves the right to reject any truck load of LIQUID SODIUM HYDROXIDE or low freeze blended Sodium Hydroxide that is not within the specified maximum and minimum limits that are listed in the "Material Specifications" section. If BAWA rejects any shipment for failure to meet specifications, the supplier has to supply a different shipment within 24 hours. Any additional expenses over the contract price shall be at the expense of the supplier. Any attempt to re-deliver any rejected material shall be cause to terminate any and/or all contracts the supplier, and shall cause the supplier's name to be removed from the bid list.

LOADING AND UNLOADING BULK MATERIAL:

The Bidder is to be responsible for the unloading of the LIQUID SODIUM HYDROXIDE. Delivery truck(s) shall be equipped with a pneumatic pump, air compressor, and a minimum of two 20-foot sections of discharge hose. Hose must be compatible for connection to 2-inch I. D. PVC pipes with "RF" flange, for all deliveries. The operator of the truck shall be qualified to operate the unloading equipment safely to avoid accidental damage to the storage tank, piping, or other structures. Contract vendor will be responsible for any and all repairs resulting from damages caused by delivery. Unloading will be halted any time a leak develops. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

LOADING AND UNLOADING MATERIAL IN TOTES:

The Bidder is to be responsible for the loading or unloading of the totes. Baytown Area Water Authority does not have any equipment to load or unload totes from delivery trucks. The East Plant is equipped with a loading dock. The bidder is responsible for the return of the empty tote(s) to the supplier. **Equipment, such as a forklift and or pallet jack, to load or unload totes are the responsibility of supplier.** The contract vendor will be responsible for the demurrage and repair of leaks on his system.

DELIVERY:

LIQUID SODIUM HYDROXIDE shall be delivered within five (5) working days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested. All deliveries are to be delivered between the hours of 8 a.m. and 3 p.m. - Monday through Friday. The requirements of BAWA necessitate a minimum of 1 (330 gallon) tote for the East Plant and/or 5,500 gallons for the Main Plant available at all times. The successful Bidder shall make provisions for the quantity of LIQUID SODIUM HYDROXIDE. No demurrage will be charged for the delivery. Each delivery shall be accompanied by a current SDS, certificate of analysis, and certificate of weight. Appropriate documentation containing the information requested under "**Invoicing**" shall be provided with all deliveries. Truckload deliveries shall be made to:

Baytown Area Water Authority - Main Plant
7425 Thompson Rd Baytown, Texas 77521

Baytown Area Water Authority - East Plant
5359 E. Grand Parkway S.
Baytown, Texas 77523

No demurrage will be charged on the delivery. Each delivery shall be accompanied by a current MSDS, certificate of analysis, and certificate of weight.

Sodium Hydroxide 25% and 50%, Bulk and Totes (#9251968)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

					Univar USA LLC		Brenntag Southwest, Inc.	
Section Title	Line Item	Item Description	UofM	QTY	Unit Price	Extension	Unit Price	Extension
Sodium Hydroxide 50%						$267,782.64		$277,865.10
	1	Sodium Hydroxide, 50% per pound, per specifications	LB	1242800	$0.19	$240,854.64	$0.20	$247,938.60
	2	Sodium Hydroxide, 50%, per 330-gallon tote, per specifications	EA	24	$901.00	$21,624.00	$1,050.00	$25,200.00
	3	Sodium Hydroxide, 25%, per 330-gallon tote, per specifications	EA	6	$884.00	$5,304.00	$787.75	$4,726.50
Base Bid Total:						**$267,782.64**		**$277,865.10**

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this proposal does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Proposed	Reason
none		

If no exceptions are listed, it will be assumed that the proposal meets or exceeds the minimum specifications and any purchase as a result of this proposal will be contingent on that condition.

Company Univar Solutions USA LLC

Agent Roise Holiday

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

> A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

> "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
>
> "Nonresident proposer" refers to a person who is not a resident.
>
> "Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a resident proposer as defined hereinabove.
(Company Name)

Signature: _____

Print Name: _____

I certify that Univar Solutions USA LLC is a nonresident proposer as defined hereinabove and our principal place of business is Illinois
(Company Name)

Signature: Roise Holiday

Print Name: Roise Holiday

Sodium Hydroxide 25% and 50%, Bulk and Totes (#9251968)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						Univar USA Inc.		Brenntag Southwest, Inc.	
Section Tit	Line Item	Item Code	Item Descr	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Sodium Hydroxide 50%							267,782.64		277,865.10
	1	1	Sodium Hy	LB	1242800	0.1938	240,854.64	0.1995	247,938.60
	2	2	Sodium Hy	EA	24	901	21,624.00	1,050.00	25,200.00
	3	3	Sodium Hy	EA	6	884	5,304.00	787.75	4,726.50
Base Bid Total:							267,782.64		277,865.10

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: BAWA - Annual Liquid Sodium Hydroxide

Company Name: Univar Solutions USA, LLC

Department: Public Works/Engineering/BAWA

Date: 09/10/2026 **Council Date:** 09/24/2026

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 Tehel — 09/10/2026

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. k.

Meeting Date: 09/24/2026
Subject: Consider an ordinance authorizing the second renewal for the Liquid Cationic Polymer chemical contract with Polydyne 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 second and final renewal of the Liquid Cationic Polymer chemical contract with Polydyne Inc.

PREFACE

This proposed ordinance authorizes the second and final renewal of the Liquid Cationic Polymer chemical contract with Polydyne Inc., for an amount not to exceed $418,888.40.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	35007030-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$418,888.40
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving 2nd renewal of the Liquid Cationic Polymer Agreement between BAWA and Polydyne
Renewal Letter - Polydyne, Inc.
Original Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SECOND RENEWAL OF THE LIQUID CATIONIC POLYMER AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND POLYDYNE, INC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

* *

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve contracts before the Baytown Area Water Authority enters into the same; and

WHEREAS, via Resolution No. 2024-35, the Board of Directors of the Baytown Area Water Authority authorized the Liquid Cationic Polymer Agreement with Polydyne, Inc. on September 18, 2024 (the "Agreement"); and

WHEREAS, on September 16, 2026, the Board of Directors of the Baytown Area Water Authority met and approved the second renewal of the Liquid Cationic Polymer Agreement with Polydyne, Inc.

WHEREAS, the City of Baytown desires to approve the same; 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 second renewal of the Liquid Cationic Polymer Agreement between the Baytown Area Water Authority and Polydyne, Inc.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY

7425 Thompson Road, Baytown, Texas 77521-1056 (281) 420-5310 Fax (281) 596-7551

July 22, 2026

Polydyne, Inc
Attn: Boyd Stanley
One Chemical Plant Road
Riceboro,GA 31323

Re: 2nd and final renewal of the Annual Liquid Cationic Polymer Contract between Polydyne, Inc. and The Baytown Area Water Authority.

Boyd Stanley,

Pursuant to the terms of the above Contract entered into on October 1, 2024 between The Baytown Area Water Authority and Polydyne, Inc, this will serve to confirm The Baytown Area Water Authority's desire to exercise its 2nd and final option to renew the Contract under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on September 30, 2027.

If this is acceptable to you, please sign where indicated below, and return the same to me via email at Christopher.wallace@baytown.org.

Should you have any questions, please do not hesitate to contact me at 281-420-8201. Thank you for your cooperation and assistance.

Sincerely,

Christopher Wallace
BAWA Superintendent

AGREED:
Boyd Stanley/Polydyne, Inc

Boyd Stanley 7/23/26
(Signature) (Date)

Boyd Stanley
(Printed Name)

Sr. Vice-President
(Title)

AGREEMENT FOR THE PURCHASE OF LIQUID CATIONIC POLYMER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Polydyne, Inc (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of 547,420 bulk pounds and 48 totes Cationic Polymer (the "Goods") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

☐ upon delivery of the Goods in accordance with paragraph 2;
☒ Twelve (12]) months following execution by the General 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 General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to four hundred eighteen thousand eight hundred eighty-eight dollars and 40 cents ($418,888.40) for delivery of the Goods as follows:

i. Cationic Polymer, Bulk
ii. Cationic Polymer, Tote
iii. Description of Goods
iv. Description of Goods
v. Description of Goods

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

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

e. BAWA 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 BAWA 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 BAWA until BAWA 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 BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General 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 BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, 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. If Vendor drives in or on BAWA property or facilities, Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required

iii. If Vendor has more than one employee and drives in or on BAWA property or facilities, 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 BAWA.

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

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

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to BAWA, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to BAWA 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 BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") 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 BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA 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 BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, BAWA does not consent to litigation or suit, and BAWA 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 BAWA's immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 BAWA's request and at no cost to BAWA, BAWA 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 BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA 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 BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and BAWA 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 Baytown Area Water Authority;
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 Baytown Area Water Authority; 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: Michael Gay
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Polydyne, Inc
Boyd Stanley
One Chemical Plant Road
Riceboro, GA 31323

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 BAWA only.

13. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA 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 BAWA 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 BAWA 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 BAWA 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. BAWA 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 General Manager of such sale or assignment. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA.

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 7th day of October, 2024, the date of execution by the General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

for JASON E. REYNOLDS, General Manager
Brant Gary, Asst. City/Gen. Mgr.

ATTEST:

ANGELA JACKSON, Assistant Secretary

BAYTOWN AREA WATER AUTHORITY TEXAS

~~Legal~~

VENDOR:

POLYDYNE, INC.

(Signature)

Boyd Stanley
(Printed Name)

Sr. Vice-President
(Title)

STATE OF GEORGIA §
§
COUNTY OF LIBERTY §

Before me on this day personally appeared Boyd Stanley,
in his/her capacity as Sr. Vice-President, on behalf of such Polydyne Inc.,

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

(check one)

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

SUBSCRIBED AND SWORN before me this 29th day of August, 20__.

Rebecca Beasley
Notary Public in and for the State of GEORGIA

My Commission Expires
December 17, 2026

REBECCA BEASLEY NOTARY PUBLIC Comm. Exp. 12/17/26 LIBERTY COUNTY, GA

EXHIBIT A

SCOPE:

The Baytown Area Water Authority (BAWA) seeks competitive bids for LIQUID CATIONIC POLYMER. The purpose of these specifications is to describe the minimum requirements of BAWA for an annual LIQUID CATIONIC POLYMER contract. The quantities on the Invitation to Bid are estimates. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract.

REQUIREMENTS:

Any variance in any item must be specified clearly under the "Exception to Specifications" section in order to have a valid bid.

MATERIAL SPECIFICATIONS:

1. The product delivered under this Specification must conform to the American National Standards Institute/National Sanitation Foundation Institute for Drinking-Water Treatment Chemical-Health Effects, ANSI/**NSF** 60, and to the American National Standards Institute/American Water Works Association standard B452-14 for LIQUID CATIONIC POLYMER or the most current AWWA standard.
2. The LIQUID CATIONIC POLYMER solution will be prepared so that a homogeneous, well-mix product is received at BAWA's location as identified in section 3.2 of these specifications.
3. The chemical and physical properties of the LIQUID CATIONIC POLYMER delivered under this Specification shall be as follows:

The vendor provides certification for each lot or batch number that meets the requirements of NSF/ANSI 60 and AWWA B452-14 or the latest revision. The certification must be received before shipment acceptance. A certificate of analysis will be provided with each batch or lot for the following tests. The acceptance criteria given below must be met.

Test Acceptance Criteria

• Active DADMAC	20 - 25% by weight
• Specific Gravity	1.02 - 1.05
• pH	3-7
• Relative density	1.0-1.2
• Decomposition Temperature	> 100

EMERGENCY RESPONSE:

All Bidders must demonstrate the ability to respond 24 hours a day, 365 days a year within one hour to any and all container, valve or any other delivery emergencies, regardless of location, upon request by BAWA's authorized agent. BAWA shall bear no charge for such response(s), and delays incurred in unloading shall be at no cost to BAWA.

SAFETY DATA SHEET:

In addition to proper labeling of hazardous chemicals, the Bidder shall supply BAWA with one (1) copy of the safety data sheet for the product they are offering BAWA. **BIDDER SHALL INCLUDE SDS SHEET WITH INVITATION TO BID.** Bidder shall provide SDS sheet with **each** product delivered in conformance with the Hazardous Substances Act pursuant to Chapter 501 of the Texas Health and Safety Code.

TRAINING AND LABELING:

BAWA shall comply with the Texas Hazard Communication Act pursuant to Chapter 502 of the Texas Health and Safety Code. BAWA requires the Bidder, within thirty (30) days from award of contract, to provide instruction, documentation and/or any training program available regarding any hazardous chemical.

ORDERING DATA:

Quantities of LIQUID CATIONIC POLYMER shall be ordered on an "as needed basis." A Purchase Order Number shall be issued at time of order.

SAMPLING OF MATERIAL:

Samples for certificate of analysis shall be analyzed in accordance with AWWA Standard B452- 14. BAWA may collect a 1-liter sample, in the presence of the vendor's driver, before unloading. The sample will be taken to the Lab where QC tests will be performed on the sample **BEFORE UNLOADING.**

REJECTION OF DELIVERY:

BAWA reserves the right to reject any truckload of LIQUID CATIONIC POLYMER that is not within the specified maximum and minimum limits that are listed in the "Material Specification" section. If BAWA reject any shipment for failure to meet specifications, the supplier has to supply a different shipment within 24 hours. Any additional expenses over the contract price shall be at the expense of the supplier. Any attempt to re-deliver any rejected material shall be cause to terminate any and/or all contracts from the supplier, and shall cause the supplier's name to be removed from the bid list.

The Bidder is to be responsible for the unloading of the LIQUID CATIONIC POLYMER. Delivery truck(s) shall be equipped with a pneumatic pump, air compressor, and a minimum of two 20-foot sections of discharge hose. Hose must be compatible for connection to 2-inch I. D. PVC pipes with "RF" flange, for all deliveries. The operator of the truck shall be qualified to operate the unloading equipment safely to avoid accidental damage to the storage tank, piping, or other structures. Contract vendor will be responsible for any and all repairs resulting from damages caused by delivery. Unloading will be halted any time a leak develops. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

LOADING AND UNLOADING MATERIAL IN TOTES:

The Bidder is to be responsible for the loading or unloading of the totes. Baytown Area Water Authority does not have any equipment to load or unload totes from delivery trucks. The East Plant is equipped with a loading dock. The bidder is responsible for the return of the empty tote(s) to the supplier. **Equipment,**

such as a forklift and or pallet jack, to load or unload totes are the responsibility of supplier. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

DELIVERY:

LIQUID CATIONIC POLYMER shall be delivered within five (5) working days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested. **Appropriate documentation containing the information requested under "Invoicing" shall be provided with all deliveries.** Truckload deliveries shall be delivered at:

Baytown Area Water Authority - Main Plant
7425 Thompson Rd Baytown, Texas 77521

Baytown Area Water Authority - East Plant
5359 E. Grand Parkway S.

Baytown, Texas 77523

The requirements of BAWA necessitate a minimum of 1 (330 gallon) tote for the East Plant and/or 2,500 gallons for the Main Plant available at all times. The successful Bidder shall make provisions for the quantity of LIQUID CATIONIC POLYMER. No demurrage will be charged for the delivery. Each delivery shall be accompanied by a current SDS, certificate of analysis, and certificate of weight.

Liquid Cationic Polymer (#9251970)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						Polydyne, Inc,	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Cationic Polymer							$418,888.40
	1	1	Cationic polymenr, bulk, per specifications	LB	547420	$0.62	$339,400.40
	2	2	Cationic Polymer, 330-gallon tote	EA	48	$1,656.00	$79,488.00
Base Bid Total:							**$418,888.40**

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this proposal does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Proposed	Reason
None.		

If no exceptions are listed, it will be assumed that the proposal meets or exceeds the minimum specifications and any purchase as a result of this proposal will be contingent on that condition.

Company Polydyne Inc.

Agent _____

Boyd Stanley, Sr. Vice-President

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

> A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

> "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
>
> "Nonresident proposer" refers to a person who is not a resident.
>
> "Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a resident proposer as defined hereinabove.
(Company Name)

Signature: _____

Print Name: _____

I certify that Polydyne Inc. is a nonresident proposer as
(Company Name)
defined hereinabove and our principal place of business is Riceboro, GA.

Signature: _____

Print Name: Boyd Stanley, Sr. Vice-President

Liquid Cationic Polymer (#9251970)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						Polydyne, Inc,	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Cationic Polymer							$418,888.40
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	2	2	Cationic Polymer, 330-gallon tote	EA	48	$1,656.00	$79,488.00
Base Bid Total:							**$418,888.40**

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

BAWA - Annual Liquid Cationic Polymer Contract

Project Name:

Company Name: Polydyne, Inc.

Department: Public Works/Engineering/BAWA

Date: 09/10/2026 **Council Date:** 09/24/2026

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 Kreidel 09/10/2026

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: 09/24/2026
Subject: Consider an ordinance authorizing the second renewal for the Liquid Chlorine chemical contract with PVS DX, 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 second and final renewal of the Liquid Chlorine chemical contract with PVS DX, Inc.

PREFACE

This proposed ordinance authorizes the second and final renewal of the Liquid Chlorine chemical contract with PVS DX, Inc., for an amount not to exceed $438,600.00.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	35007030-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$438,600.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving 2nd Renewal of Liquid Chlorine Contract between BAWA and PVS DX
Renewal Letter - PVS DX, Inc.
Original Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SECOND RENEWAL OF THE LIQUID CHLORINE CHEMICAL CONTRACT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND PVS DX, INC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

* *

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve contracts before the Baytown Area Water Authority enters into the same; and

WHEREAS, via Resolution No. 2024-31, the Board of Directors of the Baytown Area Water Authority authorized the Liquid Chlorine Chemical Contract with PVS DX, Inc. on September 18, 2024 (the "Agreement"); and

WHEREAS, on September 16, 2026, the Board of Directors of the Baytown Area Water Authority met and approved the second renewal of the Liquid Chlorine Chemical Contract with PVS DX, Inc.

WHEREAS, the City of Baytown desires to approve the same; 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 second renewal of the Liquid Chlorine Chemical Contract between the Baytown Area Water Authority and PVS DX, Inc.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY

7425 Thompson Road, Baytown, Texas 77521-1056 (281) 420-5310 Fax (281) 596-7551

July 22, 2026

PVS DX, INC.
Attn: Alex Cobarrubias
1919 Jacinto Port Blvd
Houston, TX. 77015

Re: 2nd and final renewal of the Annual Liquid Chlorine Contract between PVS DX, Inc and the Baytown Area Water Authority.

Alex Cobarrubias,

Pursuant to the terms of the above Contract entered into on October 1, 2024 between the Baytown Area Water Authority and PVS DX, Inc this will serve to confirm the Baytown Area Water Authority's desire to exercise its 2nd and final option to renew the Contract under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on September 30, 2027.

If this is acceptable to you, please sign where indicated below, and return the same to me via email at Christopher.wallace@baytown.org.

Should you have any questions, please do not hesitate to contact me at 281-420-8201. Thank you for your cooperation and assistance.

Sincerely,

Christopher Wallace
BAWA Superintendent

AGREED:
Alex Cobarrubias / PVS DX, Inc

_____ 08.28.2026
(Signature) (Date)

Alex Cobarrubias
(Printed Name)

Territory Manager
(Title)

AGREEMENT FOR THE PURCHASE OF LIQUID CHLORINE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between PVS DX, Inc. (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of Liquid Chlorine, 200-one-ton cylinders (the "Goods") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

- ☐ upon delivery of the Goods in accordance with paragraph 2;
- ☒ Twelve (12]) months following execution by the General 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 General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to Four hundred thirty eight thousand six hundred dollars ($438,600.00) for delivery of the Goods as follows:

i. Liquid Chlorine, one-ton cylinders
ii. Description of Goods
iii. Description of Goods
iv. Description of Goods
v. Description of Goods

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

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

e. BAWA 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 BAWA 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 BAWA until BAWA 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 BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General 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 BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, 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. If Vendor drives in or on BAWA property or facilities, Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required

iii. If Vendor has more than one employee and drives in or on BAWA property or facilities, 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 BAWA.

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

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

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to BAWA, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to BAWA 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 BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") 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 BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA 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 BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, BAWA does not consent to litigation or suit, and BAWA 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 BAWA's immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 BAWA's request and at no cost to BAWA, BAWA 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 BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA 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 BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and BAWA 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 Baytown Area Water Authority;
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 Baytown Area Water Authority; 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: Michael Gay
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

PVS DX, Inc
Alex Cobarrubias
1919 Jacinto Port Blvd.
Houston, TX 77015

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 BAWA only.

13. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA 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 BAWA 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 BAWA 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 BAWA 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. BAWA 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 General Manager of such sale or assignment. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA.

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 7th day of October, 2024 the date of execution by the General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

for JASON E. REYNOLDS, General Manager
Brant Gary, Asst. City/Gen. Mgr.

ATTEST:

ANGELA JACKSON, Assistant Secretary

Legal

VENDOR:

PVS DX, INC.

Kurt Filer
(Signature)

Kurt R. Filer
(Printed Name)

President
(Title)

STATE OF Texas §
§
COUNTY OF Harris §

Before me on this day personally appeared Kurt R. Filer, in his/her capacity as President, on behalf of such PVS DX, Inc.,

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

(check one)

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

SUBSCRIBED AND SWORN before me this 29th day of August, 2024.

Beverley S. Bates

Notary Public in and for the State of Texas

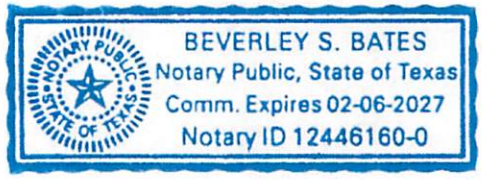


EXHIBIT A

SPECIFICATIONS (Minimum): The Baytown Area Water Authority (BAWA) seeks competitive bids for LIQUID CHLORINE. The purpose of these specifications is to describe the minimum requirements of BAWA for an annual LIQUID CHLORINE contract. The quantities on the Invitation to Bid are estimates. These estimates are for acquainting the Bidder with the probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract.

REQUIREMENTS: Any variance in any item must be specified clearly under the "Exceptions to Specifications" section in order to have a valid bid.

MATERIAL SPECIFICATIONS: LIQUID CHLORINE shall be 99.5 percent pure by volume AS DETERMINED BY ANALYZING THE CHLORINE BY THE METHOD DESCRIBED IN
Sec. 5.3.2.1, It shall be ANSI/**NSF** certified for Public Water Systems. Proof of certificate must be furnished with bid. The material supplied under these specifications shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water which has been treated with it and shall in all respects meet as a minimum the current minimum standard specifications of the American Water Works Association Standard B301-18 or the current Water Chemicals Codes (as published by the National Academy of Sciences), whichever is more restrictive unless otherwise specified in these specifications, for material used in the purification of municipal potable water supplies.

CYLINDER SPECIFICATIONS: All one-ton cylinders shall comply with the Interstate Commerce Commission Regulations and shall bear its stamp of approval. One-ton cylinders shall be marked with only one legible serial number clearly stamped in the metal. This cannot be on a tag or removable label. Any cylinder that does not conform to this requirement will not be accepted by BAWA and will be picked up and replaced at the Bidder's expense. Each cylinder shall have two (2) lead washers of appropriate size wired to each valve on the cylinder. BIDDER MUST GUARANTEE THAT ALL VALVES ON ALL CYLINDERS ARE PROPERLY TAGGED PRIOR TO EACH AND EVERY SHIPMENT. No cylinder shall have signs of mistreatment or abuse such as dents, gouges, or bulges. If BAWA determines that a cylinder has signs of mistreatment or abuse, BAWA will notify the Bidder and the Bidder shall pick up and replace the cylinder at the Bidder's expense. Nor shall any cylinder be in excess of the Knietch Temperature – Pressure Curve.
VALVES: The one-ton cylinder valves shall be standard chlorine valves and meet all the latest AWWA and Safety Standards. Any cylinders having defective valves are to be picked up and replaced without cost to BAWA within 12 hours of verbal notification. All Bidders must demonstrate the ability to react as stated in emergency response.

EMERGENCY RESPONSE: All Bidders must demonstrate the ability to react 24 hours a day, 365 days a year within one hour to any and all cylinder or valve emergencies, regardless of location, upon request by BAWA's authorized agent. BAWA shall bear no charge for such response(s), and Bidder shall replace defective cylinders and valves at no cost to BAWA.

SAFETY DATA SHEET (MSDS): In addition to proper labeling of hazardous chemicals, the Bidder shall supply BAWA with one (1) copy of the SDS for the product they are offering BAWA. **Bidder shall include an SDS with the Invitation to BID**. Bidder shall also provide an SDS with **each** product delivered in conformance with the Hazardous Substances Act pursuant to Chapter 501 of the Texas Health and Safety Code.

TRAINING AND LABELING: BAWA shall comply with the Texas Hazard Communication Act pursuant to Chapter 502 of the Texas Health and Safety Code. BAWA requires the Bidder, within thirty (30) days from award of contract, to provide instruction, documentation and/or any training program available regarding any hazardous chemical.

ORDERING DATA: Quantities of LIQUID CHLORINE shall be ordered on an as needed basis. A Purchase Order Number shall be issued at time of order.

SHIPPING AND HANDLING: The LIQUID CHLORINE is to be supplied in one-ton cylinders. The Cylinders are to be reconditioned, maintained, and loaded in strict accordance with the latest edition of "Container Procedure at LIQUID CHLORINE Packaging Plants", issued by the Chlorine Institutes, Inc. LIQUID CHLORINE shipping cylinders are to conform to applicable regulations of the Interstate Commerce Commission. All cylinders are to be carefully examined and any that show evidence of leakage, damage, or corrosion are to be rejected. Cylinders having a pressure exceeding the vapor pressure of LIQUID CHLORINE are to be rejected.

LOADING AND/OR UNLOADING: The Bidder is to be responsible for loading used cylinders and unloading full cylinders as well as any damages to property of BAWA caused by negligence on the part of the Bidder. Delivery trucks shall be equipped with a lifting device that will lift the cylinders from the truck and place them in racks provided for all deliveries. The operator of the truck shall be qualified to operate the lifting device safely to avoid accidental damage to the cylinders, rack, or other structures. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

DELIVERY: LIQUID CHLORINE shall be delivered within five (5) working days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested. **Appropriate documentation containing the information requested under invoicing shall be provided with all deliveries.** Truckload lots of one-ton cylinders shall be delivered to the chlorine rack at **Baytown Area Water Authority, 7425 Thompson Road, Baytown, TX 77521** The requirement of BAWA necessitates a minimum of ten (10) one-ton cylinders connected on the line at all times. The successful Bidder shall make provisions for the number of cylinders.

Liquid Chlorine (#9251965)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						DXI Ind (PVS DX, Inc.)		Brenntag Southwest, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Liquid Chlorine							438,600.0000		495,800.0000
	1	1	Liquid Chlorine, one-ton cylinders, per specifications	EA	200	2,193.0000	438,600.0000	2,479.0000	495,800.0000
Base Bid Total:							438,600.0000		495,800.0000

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this proposal does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Proposed	Reason

If no exceptions are listed, it will be assumed that the proposal meets or exceeds the minimum specifications and any purchase as a result of this proposal will be contingent on that condition.

Company PVS DX Inc.

Agent Kurt Filer

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

> A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

> "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
>
> "Nonresident proposer" refers to a person who is not a resident.
>
> "Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that PVS DX, Inc. is a resident proposer as defined hereinabove.
(Company Name)

Signature: Kurt Filer

Print Name:
Kurt R. Filer, President

I certify that _____ is a nonresident proposer as defined hereinabove and our principal place of business is _____.
(Company Name)

Signature: _____

Print Name: _____

Liquid Chlorine (#9251965)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						DXI Ind (PVS DX, Inc.)		Brenntage Southwest, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
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	1	1	Liquid Chlorine, one-ton cylinders, per specifications	EA	200	2,193.0000	438,600.0000	2,479.0000	495,800.0000
Base Bid Total:							438,600.0000		495,800.0000

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: BAWA - Annual Liquid Chlorine

Company Name: PVS DX, Inc.

Department: Public Works/Engineering/BAWA

Date: 09/10/2026 **Council Date:** 09/24/2026

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

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

_____

_____

_____

☑ not to be indebted to the City.

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

Director of Finance — Date: 09/10/2026

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. m.

Meeting Date: 09/24/2026
Subject: Consider an ordinance authorizing the second renewal for the Liquid Zinc Sodium Polyphosphate chemical contract with Shannon Chemical Corporation
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 second and final renewal of the Liquid Zinc Sodium Polyphosphate chemical contract with Shannon Chemical Corporation.

PREFACE

This proposed ordinance authorizes the second and final renewal of the Liquid Zinc Sodium Polyphosphate chemical contract with Shannon Chemical Corporation, for an amount not to exceed $328,303.02.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	35007030-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$328,303.02
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving the 2nd Renewal of the Zinc Sodium Polyphosphate Agreement between BAWA and Shannon Chemical
Renewal Letter - Shannon Chemical Corporation
Original Agreement
Conflict of Interest Questionnaire
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SECOND RENEWAL OF THE ANNUAL LIQUID ZINC SODIUM POLYPHOSPHATE CONTRACT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND SHANNON CHEMICAL CORPORATION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve contracts before the Baytown Area Water Authority enters into the same; and

WHEREAS, via Resolution No. 2024-33, the Board of Directors of the Baytown Area Water Authority authorized the Liquid Zinc Sodium Polyphosphate Agreement with Shannon Chemical Corporation on September 18, 2024 (the "Agreement"); and

WHEREAS, on September 16, 2026, the Board of Directors of the Baytown Area Water Authority met and approved the second renewal of the Liquid Zinc Sodium Polyphosphate Agreement with Shannon Chemical Corporation; and

WHEREAS, the City Council of the City of Baytown now desires to approve the same; 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 Second Renewal of the Annual Liquid Zinc Sodium Polyphosphate Contract between the Baytown Area Water Authority and Shannon Chemical Corporation.

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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY

7425 Thompson Road, Baytown, Texas 77521-1056 (281) 420-5310 Fax (281) 596-7551

July 22, 2026

Shannon Chemical Corporation
Attn: Daniel C Flynn
602 Jeffers Circle
Exton, PA. 19341

Re: 2nd and final renewal of the Annual Liquid Zinc Sodium Polyphosphate Contract between Shannon Chemical Corporation and The Baytown Area Water Authority.

Daniel C Flynn,

Pursuant to the terms of the above Contract entered into on October 1, 2024 between The Baytown Area Water Authority and Shannon Chemical Corporation this will serve to confirm The Baytown Area Water Authority's desire to exercise its 2nd and final option to renew the Contract under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on September 30, 2027.

If this is acceptable to you, please sign where indicated below, and return the same to me via email at Christopher.wallace@baytown.org.

Should you have any questions, please do not hesitate to contact me at 281-420-8201. Thank you for your cooperation and assistance.

Sincerely,

Christopher Wallace
BAWA Superintendent

AGREED:
Daniel C Flynn / Shannon Chemical Corporation

DCF 8/25/26
(Signature) (Date)

Daniel C. Flynn
(Printed Name)

PRESIDENT
(Title)

*Please see attached revised rate

Shannon Chemical Corp.
P.O. Box 376 Malvern, PA 19355 • Phone: (610) 363-9090 • Fax: (610) 524-6050

August 25, 2026

Baytown Area Water Authority
7425 Thompson Road
Baytown,TX 77521

Attention: Christopher Wallace

Subject: Price Increase

Dear Christopher,

Shannon Chemical Corporation offers to supply Baytown Area Water Authority with our sole source, very effective blended zinc pyrophosphate (SLI-K200) at the following terms and conditions for FY 2026-2027:

BULK PRICING:

Current price	$1.61/#
Price increase	$0.29/#
2026/27 Fiscal Year price	**$1.90/#**

TOTE PRICING:

Current Price	$6,417.17/330 gallon tote
Increase	$1,081.41/330 gallon tote
2026/2027 Fiscal Year Price	**$7,498.58/330 gallon tote**

Terms are net 30 days shipments are made 5-7 days ARO.

Above pricing will remain firm for the next 12 months of the new contract.

Respectfully,

DCM-

Daniel C. Flynn
Shannon Chemical Corporation

AGREEMENT FOR THE PURCHASE OF ZINC POLYPHOSPHATE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Shannon Chemical Corp (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of 180,000 pounds and 6 totes of Zinc Sodium Polyphosphate (the "Goods") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

- ☐ upon delivery of the Goods in accordance with paragraph 2;
- ☒ Twelve (12]) months following execution by the General 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 General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to Three hundred twenty-eight thousand three hundred three dollars and two cents ($328,303.02) for delivery of the Goods as follows:

i. Zinc Polyphosphate Bulk
ii. Zinc Polyphosphate totes
iii. Description of Goods
iv. Description of Goods
v. Description of Goods

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

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

e. BAWA 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 BAWA 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 BAWA until BAWA 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 BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General 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 BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, 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. If Vendor drives in or on BAWA property or facilities, Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required

iii. If Vendor has more than one employee and drives in or on BAWA property or facilities, 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 BAWA.

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

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

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to BAWA, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to BAWA 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 BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") 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 BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA 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 BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, BAWA does not consent to litigation or suit, and BAWA 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 BAWA's immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 BAWA's request and at no cost to BAWA, BAWA 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 BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA 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 BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and BAWA 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 Baytown Area Water Authority;
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 Baytown Area Water Authority; 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: Michael Gay
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Shannon Chemical Corporation
Daniel C Flynn
602 Jeffers Circle
Exton, PA 19341

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 BAWA only.

13. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA 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 BAWA 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 BAWA 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 BAWA 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. BAWA 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 General Manager of such sale or assignment. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA.

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 7th day of October, 2024, the date of execution by the General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

for JASON E. REYNOLDS, General Manager
Brant Gary, Asst. City/Gen. Mgr.

ATTEST:

ANGELA JACKSON, Assistant Secretary

~~Legal~~

VENDOR:

SHANNON CHEMICAL CORPORATION

(Signature)

Daniel C. Flynn
(Printed Name)

Vice President-Operations
(Title)

STATE OF Pennsylvania §
§
COUNTY OF Chester §

Before me on this day personally appeared Daniel C. Flynn, in his/her capacity as Vice President-Operations, on behalf of such Shannon Chemical Corporation;

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

(check one)

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

SUBSCRIBED AND SWORN before me this 29th day of August, 2024.

Commonwealth of Pennsylvania - Notary Seal
KIMBERLY D'AMBROSIO - Notary Public
Chester County
My Commission Expires April 7, 2027
Commission Number 1260997

Kimberly D'Ambrosio
Notary Public in and for the State of Pennsylvania

EXHIBIT A

SCOPE:

The Baytown Area Water Authority (BAWA) seeks competitive bids for LIQUID ZINC SODIUM POLYPHOSPHATE. The purpose of these specifications is to describe the minimum requirements of BAWA for an annual LIQUID ZINC SODIUM POLYPHOSPHATE contract. The quantities on the Invitation to Bid are estimates. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract.

REQUIREMENTS:

Any variance in any item must be specified clearly under the "Exception to Specifications" section in order to have a valid bid.

MATERIAL SPECIFICATIONS:

1. The product delivered under this Specification must conform to the American National Standards Institute/National Sanitation Foundation Institute for Drinking-Water Treatment Chemical-Health Effects, ANSI/NSF 60, and to the American National Standards Institute/American Water Works Association standard B506-18 for Liquid Zinc Sodium Polyphosphate or the most current AWWA standard.
2. The Liquid Zinc Sodium Polyphosphate solution will be prepared so that a homogeneous, well-mix product is received at BAWA's location as identified in section 3.2 of these specifications.
3. The chemical and physical properties of the Liquid Zinc Sodium Polyphosphate delivered under this Specification shall be as follows:

The vendor provides certification for each lot or batch number that meets the requirements of NSF/ANSI 60 and AWWA B506-18 or the latest revision. The certification must be received before shipment acceptance. A certificate of analysis will be provided with each batch or lot for the following tests. The acceptance criteria given below must be met.

Test Acceptance Criteria

- Zinc 1.8 - 2.3% by weight
- Polyphosphate 14 - 18% by weight
- Specific gravity©20°C 1.3 - 1.8

EMERGENCY RESPONSE:

All Bidders must demonstrate the ability to respond 24 hours a day, 365 days a year within one hour to any and all container, valve or any other delivery emergencies, regardless of location, upon request by BAWA's authorized agent. BAWA shall bear no charge for such response(s), and delays incurred in unloading shall be at no cost to BAWA.

SAFETY DATA SHEET:

In addition to proper labeling of hazardous chemicals, the Bidder shall supply BAWA with one (1) copy of the safety data sheet for the product they are offering BAWA. **BIDDER SHALL INCLUDE SDS SHEET WITH INVITATION TO BID.** Bidder shall provide SDS sheet with **each** product delivered in conformance with the Hazardous Substances Act pursuant to Chapter 501 of the Texas Health and Safety Code.

TRAINING AND LABELING:

BAWA shall comply with the Texas Hazard Communication Act pursuant to Chapter 502 of the Texas Health and Safety Code. BAWA requires the Bidder, within thirty (30) days from award of contract, to provide instruction, documentation and/or any training program available regarding any hazardous chemical.

ORDERING DATA:

Quantities of LIQUID ZINC SODIUM POLYPHOSPHATE shall be ordered on an "as needed basis." A Purchase Order Number shall be issued at time of order.

SAMPLING OF MATERIAL:

Samples for certificate of analysis shall be analyzed in accordance with AWWA Standard B506- 18. BAWA may collect a 1-liter sample, in the presence of the vendor's driver, before unloading. The sample will be taken to the Lab where QC tests will be performed on the sample **BEFORE UNLOADING.**

REJECTION OF DELIVERY:

BAWA reserves the right to reject any truckload of LIQUID ZINC SODIUM POLYPHOSPHATE that is not within the specified maximum and minimum limits that are listed in the "Material Specification" section. If BAWA reject any shipment for failure to meet specifications, the supplier has to supply a different shipment within 24 hours. Any additional expenses over the contract price shall be at the expense of the supplier. Any attempt to re-deliver any rejected material shall be cause to terminate any and/or all contracts from the supplier, and shall cause the supplier's name to be removed from the bid list.

LOADING AND UNLOADING BULK MATERIAL:

The Bidder is to be responsible for the unloading of the LIQUID ZINC SODIUM POLYPHOSPHATE. Delivery truck(s) shall be equipped with a pneumatic pump, air compressor, and a minimum of two 20-foot sections of discharge hose. Hose must be compatible for connection to 2-inch I. D. PVC pipes with "RF" flange, for all deliveries. The operator of the truck shall be qualified to operate the unloading equipment safely to avoid accidental damage to the storage tank, piping, or other structures. Contract vendor will be responsible for any and all repairs resulting from damages caused by delivery. Unloading will be halted any time a leak develops. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

LOADING AND UNLOADING MATERIAL IN TOTES:

The Bidder is to be responsible for the loading or unloading of the totes. Baytown Area Water Authority does not have any equipment to load or unload totes from delivery trucks. The East Plant is equipped with a loading dock. The bidder is responsible for the return of the empty tote(s) to the supplier. **Equipment, such as a forklift and or pallet jack, to load or unload totes are the responsibility of supplier.** The contract vendor will be responsible for the demurrage and repair of leaks on his system.

DELIVERY:

LIQUID ZINC SODIUM POLYPHOSPHATE shall be delivered within five (5) working days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested. **Appropriate documentation containing the information requested under "Invoicing" shall be provided with all deliveries.** Truckload deliveries shall be delivered at:

Baytown Area Water Authority - Main Plant
7425 Thompson Rd Baytown, Texas 77521

Baytown Area Water Authority - East Plant
5359 E. Grand Parkway S.
Baytown, Texas 77523

The requirements of BAWA necessitate a minimum of 1 (330 gallon) tote for the East Plant and/or 4,000 gallons for the Main Plant available at all times. The successful Bidder shall make provisions for the quantity of LIQUID ZINC SODIUM POLYPHOSPHATE. No demurrage will be charged for the delivery. Each delivery shall be accompanied by a current SDS, certificate of analysis, and certificate of weight.

Zinc Polyphosphate (#9251967)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

					CHEMRITE, INCORPORATED		Shannon Chemical Corporation	
Section Title	Line Item	Item Description	UofM	QTY	Unit Price	Extension	Unit Price	Extension
Zinc Polyphosphate						$154,024.80		$328,303.02
	1	Zinc polyphosphate, bulk, per specifications	LB	180000	$0.75	$134,280.00	$1.61	$289,800.00
	2	Zinc polyphosphate, 330-gallon tote, per specifications	EA	6	$3,290.80	$19,744.80	$6,417.17	$38,503.02
Base Bid Total:						**$154,024.80**		**$328,303.02**

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this proposal does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Proposed	Reason
None		

If no exceptions are listed, it will be assumed that the proposal meets or exceeds the minimum specifications and any purchase as a result of this proposal will be contingent on that condition.

Company Shannon Chemical Corporation

Agent Daniel C. Flynn DCM

Vice President-Operations

Zinc Polyphosphate (#9251967)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

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Base Bid Total:						**$154,024.80**		**$328,303.02**

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.**

none

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

none

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Daniel C. Flynn, President	DCM-	08/26/26
Name of signatory	Signature	Date

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

BAWA - Annual Liquid Zinc Sodium Polyphosphate

Project Name:

Company Name: Shannon Chemical Corporation

Department: Public Works/Engineering/BAWA

Date: 09/10/2026 **Council Date:** 09/24/2026

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

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

_____

_____

_____

☑ not to be indebted to the City.

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

Director of Finance — Date: 09/10/2026

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. n.

Meeting Date: 09/24/2026
Subject: Consider an ordinance authorizing the second renewal for the Liquid Ferric Chloride chemical contract with PVS Technologies, 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 second and final renewal of the Liquid Ferric Chloride chemical contract with PVS Technologies, Inc.

PREFACE

This proposed ordinance authorizes the second and final renewal of the Liquid Ferric Chloride chemical contract with PVS Technologies, Inc., for an amount not to exceed $584,535.04.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	35007030-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$584,535.04
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving 2nd Renewal of Liquid Ferric Chloride Agreement between BAWA and PVS Technologies
Renewal Letter - PVS Technologies, Inc.
Original Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SECOND RENEWAL OF THE AS-NEEDED LIQUID FERRIC CHLORIDE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND PVS TECHNOLOGIES, INC.; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

* *

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve contracts before the Baytown Area Water Authority enters into the same; and

WHEREAS, via Resolution No. 2024-34, the Board of Directors of the Baytown Area Water Authority authorized an As-Needed Liquid Ferric Chloride Agreement with PVS Technologies, Inc. on September 18, 2024 (the "Agreement"); and

WHEREAS, the Agreement provides for annual renewals; and

WHEREAS, on September 16, 2026, the Board of Directors of the Baytown Area Water Authority met and approved the second renewal of the As-Needed Liquid Ferric Chloride Agreement with PVS Technologies, Inc.; and

WHEREAS, the City of Baytown desires to approve the same; 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 second renewal of the As-Needed Liquid Ferric Chloride Agreement between the Baytown Area Water Authority and PVS Technologies, Inc.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY

7425 Thompson Road, Baytown, Texas 77521-1056 (281) 420-5310 Fax (281) 596-7551

July 22, 2026

PVS Technologies, Inc.
Attn: Matthew Nowaczok
10900 Harper Ave.
Detroit, MI. 48213

Re: 2nd and final renewal of the Annual Liquid Ferric Chloride Contract between PVS Technologies, Inc. and The Baytown Area Water Authority.

Matthew Nowaczok,

Pursuant to the terms of the above Contract entered into on October 1, 2024 between The Baytown Area Water Authority and PVS Technologies, Inc. this will serve to confirm The Baytown Area Water Authority's desire to exercise its 2nd and final option to renew the Contract under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on September 30, 2027.

If this is acceptable to you, please sign where indicated below, and return the same to me via email at Christopher.wallace@baytown.org.

Should you have any questions, please do not hesitate to contact me at 281-420-8201. Thank you for your cooperation and assistance.

Sincerely,

Christopher Wallace
BAWA Superintendent

AGREED:
Matthew Nowaczok / PVS Technologies, Inc.

08/05/2026
(Signature) (Date)

Matthew Nowaczok
(Printed Name)

Assistant Secretary
(Title)

AGREEMENT FOR THE PURCHASE OF FERRIC CHLORIDE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between PVS Technologies, Inc (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of Ferric Chloride, 2,283,340 pounds bulk chemical_(the "Goods") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

- ☐ upon delivery of the Goods in accordance with paragraph 2;
- ☒ Twelve (12]) months following execution by the General 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 General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to Five hundred eighty-four thousand five hundred thirty-five dollars and four cents ($584,535.04) for delivery of the Goods as follows:

i. Ferric Chloride, bulk
ii. Description of Goods
iii. Description of Goods
iv. Description of Goods
v. Description of Goods

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

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

e. BAWA 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 BAWA 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 BAWA until BAWA 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 BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General 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 BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, 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. If Vendor drives in or on BAWA property or facilities, Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required

iii. If Vendor has more than one employee and drives in or on BAWA property or facilities, 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 BAWA.

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

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

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to BAWA, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to BAWA 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 BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") 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 BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA 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 BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, BAWA does not consent to litigation or suit, and BAWA 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 BAWA's immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 BAWA's request and at no cost to BAWA, BAWA 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 BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA 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 BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and BAWA 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 Baytown Area Water Authority;
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 Baytown Area Water Authority; 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: Michael Gay
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

PVS Technologies, Inc
Matthew Nowaczok
10900 Harper Ave
Detroit, MI 48213

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 BAWA only.

13. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA 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 BAWA 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 BAWA 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 BAWA 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. BAWA 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 General Manager of such sale or assignment. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA.

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 7th day of October, 2021, the date of execution by the General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

for JASON E. REYNOLDS, General Manager
Brant Gary, Asst. City Mgr./
Asst. Gen. Mgr.

ATTEST:

ANGELA JACKSON, Assistant Secretary

Legal

VENDOR:

PVS Technologies, Inc.

(Signature)

Milisav M. Bulatovic
(Printed Name)

Treasurer
(Title)

STATE OF MICHIGAN §
§
COUNTY OF WAYNE §

Before me on this day personally appeared Milisav M. Bulatovic, in his/her capacity as Treasurer, on behalf of such PVS Technolgies, Inc.,

- ☐ 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 11th day of September, 2024.

Shauna Barthel
Notary Public in and for the State of Michigan

Shauna Barthel
Notary Public, State of Michigan
Macomb County, Michigan
My Commission Expires Jan 15 ,2027
Acting Wayne County

EXHIBIT A

SCOPE:

The Baytown Area Water Authority (BAWA) seeks competitive bids for LIQUID FERRIC CHLORIDE. The purpose of these specifications is to describe the minimum requirements of BAWA for an annual LIQUID FERRIC CHLORIDE contract. The quantities on the Invitation to Bid are estimates. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract.

REQUIREMENTS:

Any variance in any item must be specified clearly under the "Exception to Specifications" section in order to have a valid bid.

MATERIAL SPECIFICATIONS:

1. The product delivered under this Specification must conform to the American National Standards Institute/National Sanitation Foundation Institute for Drinking-Water Treatment Chemical-Health Effects, ANSI/**NSF** 60, and to the American National Standards Institute/American Water Works Association standard B407-18 for LIQUID FERRIC CHLORIDE or the most current AWWA standard.
2. The LIQUID FERRIC CHLORIDE solution will be prepared so that a homogeneous, well-mix product is received at BAWA's location as identified in section 3.2 of these specifications.
3. The chemical and physical properties of the LIQUID FERRIC CHLORIDE delivered under this Specification shall be as follows:

The vendor provides certification for each lot or batch number that meets the requirements of NSF/ANSI 60 and AWWA B407-18 or the latest revision. The certification must be received before shipment acceptance. A certificate of analysis will be provided with each batch or lot for the following tests. The acceptance criteria given below must be met.

EMERGENCY RESPONSE:

	Test Acceptance Criteria
FeCl3	38 - 42% by weight
Specific Gravity Fe	1.39 - 1.50
in ferrous state HCl	< 0.5% of total Iron
acid Insoluble	< 0.5%
matter	< 1% by weight

All Bidders must demonstrate the ability to respond 24 hours a day, 365 days a year within one hour to any and all container, valve or any other delivery emergencies, regardless of location, upon request by BAWA's authorized agent. BAWA shall bear no charge for such response(s), and delays incurred in unloading shall be at no cost to BAWA.

SAFETY DATA SHEET:

In addition to proper labeling of hazardous chemicals, the Bidder shall supply BAWA with one (1) copy of the safety data sheet for the product they are offering BAWA. **BIDDER SHALL INCLUDE SDS SHEET WITH INVITATION TO BID.** Bidder shall provide SDS sheet with **each** product delivered

in conformance with the Hazardous Substances Act pursuant to Chapter 501 of the Texas Health and Safety Code.

TRAINING AND LABELING:

BAWA shall comply with the Texas Hazard Communication Act pursuant to Chapter 502 of the Texas Health and Safety Code. BAWA requires the Bidder, within thirty (30) days from award of contract, to provide instruction, documentation and/or any training program available regarding any hazardous chemical.

ORDERING DATA:

Quantities of LIQUID FERRIC CHLORIDE shall be ordered on an "as needed basis." A Purchase Order Number shall be issued at time of order.

SAMPLING OF MATERIAL:

Samples for certificate of analysis shall be analyzed in accordance with AWWA Standard B407- 18. BAWA may collect a 1-liter sample, in the presence of the vendor's driver, before unloading. The sample will be taken to the Lab where QC tests will be performed on the sample **BEFORE UNLOADING.**

REJECTION OF DELIVERY:

BAWA reserves the right to reject any truckload of LIQUID FERRIC CHLORIDE that is not within the specified maximum and minimum limits that are listed in the "Material Specification" section. If BAWA reject any shipment for failure to meet specifications, the supplier has to supply a different shipment within 24 hours. Any additional expenses over the contract price shall be at the expense of the supplier. Any attempt to re-deliver any rejected material shall be cause to terminate any and/or all contracts from the supplier, and shall cause the supplier's name to be removed from the bid list.

LOADING AND UNLOADING BULK MATERIAL:

The Bidder is to be responsible for the unloading of the LIQUID FERRIC CHLORIDE. Delivery truck(s) shall be equipped with a pneumatic pump, air compressor, and a minimum of two 20-foot sections of discharge hose. Hose must be compatible for connection to 2-inch I. D. PVC pipes with "RF" flange, for all deliveries. The operator of the truck shall be qualified to operate the unloading equipment safely to avoid accidental damage to the storage tank, piping, or other structures. Contract vendor will be responsible for any and all repairs resulting from damages caused by delivery. Unloading will be halted any time a leak develops. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

LOADING AND UNLOADING MATERIAL IN TOTES:

The Bidder is to be responsible for the loading or unloading of the totes. Baytown Area Water Authority does not have any equipment to load or unload totes from delivery trucks. The East Plant is equipped with a loading dock. The bidder is responsible for the return of the empty tote(s) to the supplier. **Equipment, such as a forklift and or pallet jack, to load or unload totes are the responsibility of supplier.** The contract vendor will be responsible for the demurrage and repair of leaks on his system.

DELIVERY:

LIQUID FERRIC CHLORIDE shall be delivered within five (5) working days after receipt of order but, if

the need exists, delivery shall be made within twenty-four (24) hours if requested. **Appropriate documentation containing the information requested under "Invoicing" shall be provided with all deliveries.** Truckload deliveries shall be delivered at:

Baytown Area Water Authority - Main Plant
7425 Thompson Rd Baytown, Texas 77521

Baytown Area Water Authority - East Plant
5359 E. Grand Parkway S.
Baytown, Texas 77523

The requirements of BAWA necessitate a minimum of 5,000 gallons available at all times. The successful Bidder shall make provisions for the quantity of LIQUID FERRIC CHLORIDE. No demurrage will be charged for the delivery. Each delivery shall be accompanied by a current SDS, certificate of analysis, and certificate of weight.

Liquid Ferric Chloride (#9251966)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						PVS Technologies, Inc.	
Section Titl	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Ferric Chloride							$584,535.04
	1	1	40% Ferric Chloride, per pound, per specifications	LBS	2,283,340	0.64	$584,535.04
Base Bid Total:							$584,535.04

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

> A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

> "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
>
> "Nonresident proposer" refers to a person who is not a resident.
>
> "Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a resident proposer as defined hereinabove.
(Company Name)

Signature: _____

Print Name: _____

I certify that PVS Technologies, Inc. is a nonresident proposer as defined hereinabove and our principal place of business is Michigan
(Company Name)

Signature: _____

Print Name:
Matthew Nowaczok, Assistant Secretary

Liquid Ferric Chloride (#9251966)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						PVS Technologies, Inc.	
Section Titl	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
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Base Bid Total:							$584,535.04

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

BAWA - Annual Liquid Ferric Chloride

Project Name:

Company Name: PVS Technologies, Inc.

Department: Public Works/Engineering/BAWA

Date: 09/10/2026 **Council Date:** 09/24/2026

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 McCarel — 09/10/2026

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. o.

Meeting Date: 09/24/2026
Subject: Consider an ordinance authorizing the second renewal for the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, 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 the second and final renewal of the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, LLC.

PREFACE

This proposed ordinance authorizes the second and final renewal of the Liquid Ammonium Sulfate chemical contract with Chemtrade Chemicals US, LLC., for an amount not to exceed $139,411.80.

This second and final renewal was approved at the Baytown Area Water Authority Meeting held on September 16, 2026.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	35007030-52030
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$139,411.80
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving 2nd Renewal of Liquid Ammonium Sulfate Purchase Agreement between BAWA and Chemtrade
Renewal Letter - Chemtrade Chemicals US, LLC
Original Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SECOND RENEWAL OF THE LIQUID AMMONIUM SULFATE AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND CHEMTRADE CHEMICALS US, LLC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

* *

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve contracts before the Baytown Area Water Authority enters into the same; and

WHEREAS, via Resolution No. 2024-30, the Board of Directors of the Baytown Area Water Authority authorized the Liquid Ammonium Sulfate Agreement with Chemtrade Chemicals US, LLC on September 18, 2024 (the "Agreement"); and

WHEREAS, on September 16, 2026, the Board of Directors of the Baytown Area Water Authority met and approved the second renewal of the Liquid Sodium Hydroxide Agreement with Univar Solutions USA Inc.

WHEREAS, the City of Baytown desires to approve the same; 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 second renewal of the Liquid Ammonium Sulfate Agreement between the Baytown Area Water Authority and Chemtrade Chemicals US, LLC.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this the 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY

7425 Thompson Road, Baytown, Texas 77521-1056 (281) 420-5310 Fax (281) 596-7551

July 22, 2026

Chemtrade Chemicals US, LLC
Attn: Parul Kachhia-Patel
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Re: 2nd and final renewal of the Annual Liquid Ammonium Sulfate Contract between Chemtrade Chemicals US, LLC and the Baytown Area Water Authority.

Mr. Kachhia-Patel,

Pursuant to the terms of the above Contract entered into on October 1, 2024 between the Baytown Area Water Authority and Chemtrade Chemicals US, LLC, this will serve to confirm the Baytown Area Water Authority's desire to exercise its 2nd and final option to renew the Contract under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on September 30, 2027.

If this is acceptable to you, please sign where indicated below, and return the same to me via email at Christopher.wallace@baytown.org.

Should you have any questions, please do not hesitate to contact me at 281-420-8201. Thank you for your cooperation and assistance.

Sincerely,

Christopher Wallace
BAWA Superintendent

AGREED:
Parul Kachhia-Patel/Chemtrade Chemicals US, LLC

Elizabeth Ryno 7/28/2026
(Signature) (Date)

ELIZABETH RYNO
(Printed Name)

BID SPECIALIST
(Title)

DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the marketing group of the company:

> Parul-Kachhia Patel; Lisa Brownlee; Paul Peters; Elizabeth Ryno; Leilina Gossa; Christine LaSala; Delana Peralta; Michele Schroeher; Marie-Josée Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 6th day of January, 2026

Scott Rook
President & Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Benjamin Burford, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the **10th day of November, 2003** and that the same has not been modified or revoked and is on the date hereof in full force and effect:

> *RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers: and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.*

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President & Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this the 6th day of January, 2026

Seal

Benjamin Burford
Corporate Secretary

AGREEMENT FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Chemtrade Chemicals US, LLC. (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of 844,920 pounds Liquid Ammonium Sulfate (the "Goods") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

- ☐ upon delivery of the Goods in accordance with paragraph 2;
- ☒ Twelve (12]) months following execution by the General 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 General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to One hundred thirty-nine thousand four hundred eleven dollars and 80 cents ($139,411.80) for delivery of the Goods as follows:

i. Liquid Ammonium Sulfate, Bulk
ii. Description of Goods
iii. Description of Goods
iv. Description of Goods
v. Description of Goods

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

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

e. BAWA 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 BAWA 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 BAWA until BAWA 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 BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General 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 BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, 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. If Vendor drives in or on BAWA property or facilities, Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required

iii. If Vendor has more than one employee and drives in or on BAWA property or facilities, 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 BAWA.

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

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

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to BAWA, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to BAWA 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 BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") 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 BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA 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 BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, BAWA does not consent to litigation or suit, and BAWA 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 BAWA's immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 BAWA's request and at no cost to BAWA, BAWA 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 BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA 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 BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and BAWA 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 Baytown Area Water Authority;
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 Baytown Area Water Authority; 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: Michael Gay
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

Chemtrade Chemicals US, LLC
Attn: Parul Kachhia-Patel
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

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 BAWA only.

13. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA 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 BAWA 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 BAWA 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 BAWA 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. BAWA 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 General Manager of such sale or assignment. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA.

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 7th day of October, 2024, the date of execution by the General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

for JASON E. REYNOLDS, General Manager
Brant Gary, Asst. City/Gen. Mgr.

ATTEST:

ANGELA JACKSON, Assistant Secretary

Legal

VENDOR:

CHEMTRADE CHEMICALS US, LLC.

(Signature)

PARUL KACHHIA-PATEL
(Printed Name)

MARKETING SPECIALIST
(Title)

STATE OF NEW JERSEY §
§
COUNTY OF MORRIS §

Before me on this day personally appeared PARUL KACHHIA-PATEL, in his/her capacity as MARKETING SPECIALIST, on behalf of such CHEMTRADE CHEMICALS US LLC;

(check one)

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

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

SUBSCRIBED AND SWORN before me this 30TH day of AUGUST, 20 24.

Elizabeth Ryno

Notary Public in and for the State of _____

ELIZABETH RYNO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50022926
My Commission Expires 09/10/2025

EXHIBIT A

SCOPE:

The Baytown Area Water Authority (BAWA) seeks competitive bids for LIQUID AMMONIUM SULFATE (40%). The purpose of these specifications is to describe the minimum requirements of BAWA for an annual LIQUID AMMONIUM SULFATE (40%) contract. The quantities on the Invitation to Bid are estimates. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract.

REQUIREMENTS:

Any variance in any item must be specified clearly under the "Exception to Specifications" section in order to have a valid bid.

CONFLICT OF INTEREST QUESTIONNAIRE:

Effective January 1, 2006, failure to submit the attached questionnaire with the bid will disqualify the bid.

MATERIAL SPECIFICATIONS:

1. The product delivered under this Specification must conform to the American National Standards Institute/National Sanitation Foundation Institute for Drinking-Water Treatment Chemical-Health Effects, ANSI/**NSF** 60, and to the American National Standards Institute/American Water Works Association standard B302-16 for LIQUID AMMONIUM SULFATE (40%) or the most current AWWA standard.
2. The LIQUID AMMONIUM SULFATE (40%) solution will be prepared so that a homogeneous, well-mix product is received at BAWA's location as identified in section 3.2 of these specifications.
3. The chemical and physical properties of the LIQUID AMMONIUM SULFATE (40%) delivered under this Specification shall be as follows:

The vendor provides certification for each lot or batch number that meets the requirements of NSF/ANSI 60 and AWWA B302-16 or the latest revision. The certification must be received before shipment acceptance. A certificate of analysis will be provided with each batch or lot for the following tests. The acceptance criteria given below must be met.

Test Acceptance Criteria

• Sulfuric Acid Diammonium	38-40% (wt % dry salt)
• Ammonia Availability	10%
• pH	4.0-7.0
• Specific gravity©20°C	1.20-1.23
• Solubility in Water Complete	

EMERGENCY RESPONSE:

All Bidders must demonstrate the ability to respond 24 hours a day, 365 days a year within one hour to any and all container, valve or any other delivery emergencies, regardless of location, upon request by BAWA's authorized agent. BAWA shall bear no charge for such response(s), and delays incurred in unloading shall be at no cost to BAWA.

SAFETY DATA SHEET:

In addition to proper labeling of hazardous chemicals, the Bidder shall supply BAWA with one (1) copy of the safety data sheet for the product they are offering BAWA. **BIDDER SHALL INCLUDE SDS SHEET WITH INVITATION TO BID.** Bidder shall provide SDS sheet with **each** product delivered in conformance with the Hazardous Substances Act pursuant to Chapter 501 of the Texas Health and Safety Code.

TRAINING AND LABELING:

BAWA shall comply with the Texas Hazard Communication Act pursuant to Chapter 502 of the Texas Health and Safety Code. BAWA requires the Bidder, within thirty (30) days from award of contract, to provide instruction, documentation and/or any training program available regarding any hazardous chemical.

ORDERING DATA:

Quantities of LIQUID AMMONIUM SULFATE (40%) shall be ordered on an "as needed basis." A Purchase Order Number shall be issued at time of order.

SAMPLING OF MATERIAL:

Samples for certificate of analysis shall be analyzed in accordance with AWWA Standard B302- 16. BAWA may collect a 1-liter sample, in the presence of the vendor's driver, before unloading. The sample will be taken to the Lab where QC tests will be performed on the sample **BEFORE UNLOADING.**

REJECTION OF DELIVERY:

BAWA reserves the right to reject any truckload of LIQUID AMMONIUM SULFATE (40%) that is not within the specified maximum and minimum limits that are listed in the "Material Specification" section. If BAWA reject any shipment for failure to meet specifications, the supplier has to supply a different shipment within 24 hours. Any additional expenses over contract price shall be at the expense of the supplier. Any attempt to re-deliver any rejected material shall be cause to terminate any and/or all contracts from the supplier, and shall cause the supplier's name to be removed from the bid list.

LOADING AND UNLOADING BULK MATERIAL:

The Bidder is to be responsible for the unloading of the LIQUID AMMONIUM SULFATE (40%). Delivery truck(s) shall be equipped with a pneumatic pump, air compressor, and a minimum of two 20-foot sections of discharge hose. Hose must be compatible for connection to 2-inch I. D. PVC pipes with "RF" flange, for all deliveries. The operator of the truck shall be qualified to operate the unloading equipment safely to avoid accidental damage to the storage tank, piping, or other structures. Contract vendor will be responsible for any and all repairs resulting from damages caused by delivery. Unloading will be halted any time a leak develops. The contract vendor will be responsible for the demurrage and repair of leaks on his system.

LOADING AND UNLOADING MATERIAL IN TOTES:

The Bidder is to be responsible for the loading or unloading of the totes. Baytown Area Water Authority does not have any equipment to load or unload totes from delivery trucks. The East Plant is equipped with a loading dock. The bidder is responsible for the return of the empty tote(s) to the supplier. **Equipment, such as a forklift and or pallet jack, to load or unload totes are the responsibility of supplier.** The contract vendor will be responsible for the demurrage and repair of leaks on his system.

DELIVERY:

LIQUID AMMONIUM SULFATE (40%) shall be delivered within five (5) working days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested. **Appropriate documentation containing the information requested under "Invoicing" shall be provided with all deliveries.** Truckload deliveries shall be delivered at:

Baytown Area Water Authority - Main Plant
7425 Thompson Rd Baytown, Texas 77521

Baytown Area Water Authority - East Plant
5359 E. Grand Parkway S.
Baytown, Texas 77523

The requirements of BAWA necessitate a minimum of 2,500 gallons available at all times. The successful Bidder shall make provisions for the quantity of LIQUID AMMONIUM SULFATE (40%). No demurrage will be charged for the delivery. Each delivery shall be accompanied by a current SDS, certificate of analysis, and certificate of weight.

Liquid Ammonium Sulfate (#9251977)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

Section Title	Line Item	Item Description	UofM	QTY	Chemtrade Chemicals US LLC Unit Price	Chemtrade Chemicals US LLC Extension	Brenntag Southwest, Inc. Unit Price	Brenntag Southwest, Inc. Extension	Univar USA Inc. Unit Price	Univar USA Inc. Extension
Liquid Ammonium Sulfate						139,411.8000		151,663.1400		243,167.9800
	1	Liquid Ammonium Sulfate, bulk, per specifications	LB	844920	0.1650	139,411.8000	0.1795	151,663.1400	0.2878	243,167.9800
Base Bid Total:						139,411.8000		151,663.1400		243,167.9800

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this proposal does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Proposed	Reason
NONE		

If no exceptions are listed, it will be assumed that the proposal meets or exceeds the minimum specifications and any purchase as a result of this proposal will be contingent on that condition.

Company CHEMTRADE CHEMICALS US LLC

Agent PARUL KACHHIA-PATEL

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

> A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

> "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
>
> "Nonresident proposer" refers to a person who is not a resident.
>
> "Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a resident proposer as defined hereinabove.
(Company Name)

Signature: _____

Print Name: _____

I certify that PARUL KACHHIA-PATEL is a nonresident proposer as defined hereinabove and our principal place of business is PARSIPPANY, NJ
(Company Name)

Signature: _____

Print Name:
PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Liquid Ammonium Sulfate (#9251977)
Owner: Baytown TX, City of
Solicitor: Baytown TX, City of
08/20/2024 10:00 AM CDT

						Chemtrade Chemicals US LLC		Brenntag Southwest, Inc.		Univar USA Inc.	
Section Tit	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Liquid Ammonium Sulfate							139,411.80		151,663.14		243,167.98
	1	1	Liquid Ammonium Sulfate, bulk, pr specifications	LB	844920	0.165	139,411.80	0.1795	151,663.14	0.2878	243,167.98
Base Bid Total:							139,411.80		151,663.14		243,167.98

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: BAWA - Annual Liquid Ammonium Sulfate Chemical Contract

Company Name: Chemtrade Chemicals US, LLC

Department: Public Works/Engineering/BAWA

Date: 09/10/2026 **Council Date:** 09/24/2026

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 Sealed — 09/10/2026

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. p.

Meeting Date: 09/24/2026
Subject: Consider an Ordinance authorizing a contract with Cummins, Inc. for Planned Equipment Maintenance
Prepared for: Carol Haddock, Public Works/Engineering/BAWA
Prepared by: Gwynetheia Pope, Finance
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the approval of an annual service agreement with Cummins, Inc., for Planned Equipment Maintenance (PEM) via Sourcewell Cooperative Contract #092222-CMM.

PREFACE

This proposed ordinance authorizes the approval of an annual service agreement for Planned Equipment Maintenance (PEM) with Cummins, Inc, based on the terms of the cooperative purchasing agreement with Sourcewell- 092222-CMM. This cooperative agreement was competitively solicited, and the City is receiving the appropriate pricing with the applicable discounts.

The agreement with Cummins, Inc. allows for the City of Baytown to complete the annual planned maintenance requirements on the generators City Wide. The generators are back-up power in the event of an electrical power loss. The total amount of the agreement is $246,854.99, and the term is for one year, to be split out over 3 accounts.

51003170-54007	$ 97,063.86
35007030-54007	$ 99,443.64
10003011-54007	$ 50,347.49
Total per year	$246,854.99

Fiscal Impact

Fiscal Year: 2027
Acct Code: Multiple
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: y
Amount Needed: $246,854.99
Fiscal Impact (Additional Information):

51003170-54007 $ 97,063.86
35007030-54007 $ 99,443.64
10003011-54007 $ 50,347.49
TOTAL: $246,854.99

Attachments

Ordinance Authorizing Planned Equipment Maintenance Services of City-Wide Generators via Sourcewell Cooperative
SOURCEWELL TERMS
VERIFICATION FORM
AWARD NOTICE
CO-OP PURCHASING FORM
PRICING SHEET
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT OF TWO HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 99/100 DOLLARS ($246,854.99) TO CUMMINS, INC, THROUGH THE PURCHASING COOPERATIVE SOURCEWELL, CONTRACT #092222-CMM, FOR PLANNED EQUIPMENT MAINTENANCE SERVICES FOR CITY WIDE GENERATORS; 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 Sourcewell Cooperative Contract 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 not to exceed TWO HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 99/100 DOLLARS ($246,854.99) to Cummins, Inc., through the Sourcewell Cooperative Contract #092222-CMM, for planned equipment maintenance services for city-wide generators.

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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

DocuSign Envelope ID: AB4A7D23-45D6-4C40-934E-2D084C65EBC0

Sourcewell

Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cummins Inc., 500 Jackson Street, Box 3005, Columbus, IN 47201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Shondray Lee, the undersigned representative of Cummins Southern Plains LLC (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
   b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 15 day of August, 2026

Cummins Southern Plains LLC
Company Name

Signature

Shondray Lee - Vice President, PG Solutions
Printed Name/Title

STATE OF Texas §
COUNTY OF Harris §

Before me, Braylon Turner, the undersigned notary public, on this day personally appeared Shondray Lee, the Vice President (Title) of Cummins Southern Plains LLC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 15th day of August, 2026.

BRAYLON TURNER
Notary Public, State of Texas
Comm. Expires 09-04-2029
Notary ID 135530600

B.T

Braylon Turner
Notary Public in and for the State of Texas

CCO 2023 V1

Sourcewell

AWARDED

Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022 at 04:30 PM CT and late proposals will not be considered.

Awarded Contracts

Caterpillar Inc. 092222-CAT
Cummins 092222-CMM
Generac 092222-GNR
mtu – A Rolls-Royce Solution 092222-RYC
Rehlko (formerly Kohler) 092222-KOH

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between Cummins Southern Plains LLC (vendor) and the City of Baytown

Cummins Southern Plains LLC (vendor), using Cooperative Contract

Sourcewell; 092222-CMM (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Generator Sales, Service & Maintenance

at the prices listed: Exibit A on the quote
(please include separate list, if required)

Cummins Southern Plains LLC
Vendor (company)

Tanner Krause
Vendor representative printed Name

Tanner Krause
Representative Signature

08/18/2026
Date

Notes and Exclusions: Standard Commercial Generator

1. All prices quoted are standard base genset models with radiator.
   Additional options available to meet AHJ or regional specifications.
2. All KW ratings indicated in price sheet are standby ratings.
3. Additional Cummins factory features and options will match target priced for base model.
4. Startup will be priced separately based on location and project specific requirements.
5. Any initial onsite emission testing that may be needed is not included in the above pricing.
6. Freight is included for Cummins product in the contiguous 48.
   However, additional freight charges may apply for 3rd party items.
7. Cummins is committed to introducing new models. Contact your National Account Executive
8. All products have been quoted at standard industry voltages (120V/240V) single phase.
   Additional voltages are available.
9. For Canadian customers - Please note all prices are listed in US dollars.
10. Please refer to Bank of Canada posted daily rates to calculate exchange rate to Canadian Dollar prices.
11. Open market pricing will apply for non-cummins content
12. Prices based on ship date

Standard Commercial Generators

Model #	KW	FUEL	Emission	PHASE	Member Price
C10D6	10KW	DIESEL	EPA Tier 4i	1 or 3	$ 12,201.45
C15D6	15KW	DIESEL	EPA Tier 4i	1 or 3	$ 12,965.16
C20D6	20KW	DIESEL	EPA Tier 4i	1 or 3	$ 13,321.65
C25D6	25KW	DIESEL	EPA Tier 3	1 or 3	$ 14,844.95
C30D6	30KW	DIESEL	EPA Tier 3	1 or 3	$ 15,363.22
C35D6	35KW	DIESEL	EPA Tier 3	1 or 3	$ 16,501.23
C40D6	40KW	DIESEL	EPA Tier 3	1 or 3	$ 16,280.49
C50D6	50KW	DIESEL	EPA Tier 3	1 or 3	$ 19,472.42
C60D6	50KW	DIESEL	EPA Tier 3	1 or 3	$ 19,654.78
C50D6C	50KW	DIESEL	EPA Tier 3	1 or 3	$ 19,907.21
C60D6C	60KW	DIESEL	EPA Tier 3	1 or 3	$ 20,954.22
C80D6C	80KW	DIESEL	EPA Tier 3	1 or 3	$ 23,933.45
C100D6C	100KW	DIESEL	EPA Tier 3	1 or 3	$ 25,358.06
C125D6C	125KW	DIESEL	EPA Tier 3	1 or 3	$ 27,067.60
C125D6D	125KW	DIESEL	EPA Tier 3	1 or 3	$ 27,530.40
C150D6D	150KW	DIESEL	EPA Tier 3	1 or 3	$ 32,782.73
C175D6D	175KW	DIESEL	EPA Tier 3	1 or 3	$ 36,224.75
C200D6D	200KW	DIESEL	EPA Tier 3	1 or 3	$ 38,852.36
230DSHAD	200KW	DIESEL	EPA Tier 3	1 or 3	$ 45,332.53
250DQDAA	250KW	DIESEL	EPA Tier 3	3	$ 50,988.23
275DQDAB	275KW	DIESEL	EPA Tier 3	3	$ 55,938.75
300DQDAC	300KW	DIESEL	EPA Tier 3	3	$ 56,789.45
400DFEJ	400KW	DIESEL	EPA Tier 2	2	$ 78,349.43
500DFEK	500KW	DIESEL	EPA Tier 2	2	$ 85,911.31
600DQCA	600KW	DIESEL	EPA Tier 2	2	$ 136,783.91
750DQCB	750KW	DIESEL	EPA Tier 2	3	$ 144,991.94

800DQCC	800KW	DIESEL	EPA Tier 2	3	$	156,068.56
900DQFAC	900KW	DIESEL	EPA Tier 2	3	$	239,337.12
1000DQFAD	1000KW	DIESEL	EPA Tier 2	3	$	232,619.61

The units below require applicaton, code, and 3rd party considerations.
Please contact National Account Mgr for pricing and delivery

C1250D6E	1250kW	DIESEL	EPA Tier 2	3	$	270,648.95
C1500D6E	1500kW	DIESEL	EPA Tier 2	3	$	312,371.70
C1750D6E	1750KW	DIESEL	EPA Tier 2	3	$	377,854.74
C2000D6E	2000KW	DIESEL	EPA Tier 2	3	$	443,968.82
2000DQKAE	2000KW	DIESEL	EPA Tier 2	3	$	488,221.39
2250 DQKAF	2250KW	DIESEL	EPA Tier 2	3	$	597,877.72
2500 DQKAN	2500KW	DIESEL	EPA Tier 2	3	$	705,082.15
2750DQLF	2750KW	DIESEL	EPA Tier 2	3	$	866,975.53
C3000 D6E	3000kKW	DIESEL	EPA Tier 2	3	$	1,066,839.78
C3250 D6E	3250KW	DIESEL	EPA Tier 2	3	$	1,135,866.98
C3500 D6E	3500KW	DIESEL	EPA Tier 2	3	$	1,261,810.15

Stby Gas

C20N6	20kW	NG/ Propane	EPA	1 or 3	$	10,354.86
C25N6	25kW	NG/ Propane	EPA	1 or 3	$	11,079.71
C30N6	30kW	NG/ Propane	EPA	1 or 3	$	11,810.03
C36N6	36kW	NG/ Propane	EPA	1 or 3	$	12,639.30
C40N6	40kW	NG/ Propane	EPA	1 or 3	$	13,564.17
C45N6	45KW	NG/ Propane	EPA	1 or 3	$	16,336.10
C50N6	50KW	NG/ Propane	EPA	1 or 3	$	17,142.79
C60N6	60KW	NG/ Propane	EPA	1 or 3	$	18,957.18
C70N6	70KW	NG/ Propane	EPA	1 or 3	$	21,176.23
C80N6	80KW	NG/ Propane	EPA	1 or 3	$	22,267.79
C100N6	100KW	NG/ Propane	EPA	1 or 3	$	23,887.83
C125N6	125kw	NG/ Propane	EPA	1 or 3	$	32,347.08
C150N6	150kw	NG/ Propane	EPA	1 or 3	$	34,444.87
C175N6B	175KW	NG	EPA	1 or 3	$	46,853.16

C200N6B	200KW	NG	EPA	1 or 3	$	56,840.91
C250N6	250KW	NG	EPA	3	CALL FOR PRICING	
C300N6	300KW	NG	EPA	3	CALL FOR PRICING	
C350N6	350KW	NG	EPA	3	CALL FOR PRICING	
C400N6	400KW	NG	EPA	3	CALL FOR PRICING	
C450N6	450KW	NG	EPA	3	CALL FOR PRICING	
C500N6B	500KW	NG	EPA	3	CALL FOR PRICING	
C550N6	550KW	NG	EPA	3	CALL FOR PRICING	
C600N6	600KW	NG	EPA	3	CALL FOR PRICING	
C650N6	650KW	NG	EPA	3	CALL FOR PRICING	
C750N6	750KW	NG	EPA	3	CALL FOR PRICING	
C1000N6B	1000KW	NG	EPA	3	CALL FOR PRICING	
C1300N6	1300KW	NG	EPA	3	CALL FOR PRICING	

Additional NG units available upon request. Contact National Account Mgr for pricing and delivery

Rental Pwr						
C70D2RE	70KW	Diesel	EPA T4F	3	$	83,552.14
C100D2RE	100KW	Diesel	EPA T4F	3	$	94,455.75
C150D2RE	150KW	Diesel	EPA T4F	3	$	114,650.91
C200D2RE	200KW	Diesel	EPA T4F	3	$	135,811.17
C275D2RE	275KW	Diesel	EPA T4F	3	$	178,531.04
C500D6RE	500KW	Diesel	EPA T4F	3	$	348,072.55
C1000D6RE	1000KW	Diesel	EPA T4F	3	$	766,926.96

Due to the high 3rd party content and long lead time - Please contact National Account Mgr for for Sourcewell Pricing and delivery

Automatic Transfer Switches (ATS)

Notes and Exclusions

All prices quoted above are standard base models; 3pole with NEMA1 cabinet.
options available to include NEMA3R, 4 pole, closed transfer mode, etc. for additional pricing.
Startup will be priced separately based on location and project specific requirements.
Freight is FOB jobsite, freight allowed in the contiguous 48.

Model #	**Amp**	**Enclosure**	**Listing**	**Pole**		
OTECA	40	Nema 1	UL-1008	3	$	2,312.25
OTECA	70	Nema 1	UL-1008	3	$	2,372.14
OTECA	125	Nema 1	UL-1008	3	$	2,433.38
OTECB	150	Nema 1	UL-1008	3	$	2,646.36
OTECB	225	Nema 1	UL-1008	3	$	3,106.95
OTECB	260	Nema 1	UL-1008	3	$	3,325.26
OTECC	300	Nema 1	UL-1008	3	$	3,680.69
OTECC	400	Nema 1	UL-1008	3	$	3,929.61
OTECC	600	Nema 1	UL-1008	3	$	6,938.05

OTECD	800	Nema 1	UL-1008	3	$	8,116.14
OTECD	1000	Nema 1	UL-1008	3	$	12,588.87
OTEC SE A	40	Nema 1	UL-1008	3	$	4,153.25
OTEC SE A	70	Nema 1	UL-1008	3	$	4,246.43
OTEC SE A	100	Nema 1	UL-1008	3	$	4,316.99
OTEC SE A	125	Nema 1	UL-1008	3	$	4,635.13
OTEC SE B	150	Nema 1	UL-1008	3	$	5,766.62
OTEC SE B	200	Nema 1	UL-1008	3	$	6,165.97
OTEC SE B	225	Nema 1	UL-1008	3	$	6,565.32
OTEC SE B	250	Nema 1	UL-1008	3	$	6,657.18
OTEC SE C	300	Nema 1	UL-1008	3	$	8,450.26
OTEC SE C	400	Nema 1	UL-1008	3	$	8,692.53
OTEC SE C	600	Nema 1	UL-1008	3	$	11,498.64
OTEC SE D	800	Nema 1	UL-1008	3	$	19,090.30
OTEC SE D	1000	Nema 1	UL-1008	3	$	23,288.81
High Interrupt ATS						
X-Series						
CXSB	40	Nema 1	UL-1008	3	$	6,420.24
CXSB	70	Nema 1	UL-1008	3	$	6,613.26
CXSB	125	Nema 1	UL-1008	3	$	6,751.70
CXSB	150	Nema 1	UL-1008	3	$	6,860.86
CXSB	225	Nema 1	UL-1008	3	$	7,820.63
CXSB	260	Nema 1	UL-1008	3	$	8,290.54
CXSB	300	Nema 1	UL-1008	3	$	9,420.70
CXSB	400	Nema 1	UL-1008	3	$	9,804.08
CXTC	150	Nema 1	UL-1008	3	$	8,924.17
CXTC	225	Nema 1	UL-1008	3	$	9,882.62
CXTC	260	Nema 1	UL-1008	3	$	10,349.86
CXTC	300	Nema 1	UL-1008	3	$	11,482.69
CXTC	400	Nema 1	UL-1008	3	$	12,350.61
CXTC	600	Nema 1	UL-1008	3	$	13,608.57
CXTD	600	Nema 1	UL-1008	3	$	12,964.28
CXTD	800	Nema 1	UL-1008	3	$	14,393.96
CXRE	1000	Nema 1	UL-1008	3	$	21,650.17
CXRE	1200	Nema 1	UL-1008	3	$	24,017.00
CXRF	1200	Nema 1	UL-1008	3	$	24,171.41
CXRF	1600	Nema 1	UL-1008	3	$	26,856.39
CXRG	1600	Nema 1	UL-1008	3	$	28,067.75
CXRG	2000	Nema 1	UL-1008	3	$	31,020.29
CXRH	2600	Nema 1	UL-1008	3	$	41,103.92
CXRH	3000	Nema 1	UL-1008	3	$	45,672.50
Service Entrance Rated ATS						
CXSB SE	40	Nema 1	UL-1008	3	$	6,903.46
CXSB SE	70	Nema 1	UL-1008	3	$	9,231.68
CXSB SE	125	Nema 1	UL-1008	3	$	9,623.04

CXSB SE	150	Nema 1	UL-1008	3	$	10,673.33
CXSB SE	225	Nema 1	UL-1008	3	$	13,094.74
CXSB SE	260	Nema 1	UL-1008	3	$	13,672.46
CXSB SE	300	Nema 1	UL-1008	3	$	14,643.18
CXSB SE	400	Nema 1	UL-1008	3	$	15,978.05
CXTC SE	150	Nema 1	UL-1008	3	$	12,232.14
CXTC SE	225	Nema 1	UL-1008	3	$	13,191.91
CXTC SE	260	Nema 1	UL-1008	3	$	13,657.82
CXTC SE	300	Nema 1	UL-1008	3	$	14,793.31
CXTC SE	400	Nema 1	UL-1008	3	$	15,659.90
CXTC SE	600	Nema 1	UL-1008	3	$	16,919.19
CXTD SE	600	Nema 1	UL-1008	3	$	18,472.67
CXTD SE	800	Nema 1	UL-1008	3	$	19,905.01
CXRE SE	1000	Nema 1	UL-1008	3	$	29,605.26
CXRE SE	1200	Nema 1	UL-1008	3	$	32,895.91
CXRF SE	1200	Nema 1	UL-1008	3	$	33,336.53
CXRF SE	1600	Nema 1	UL-1008	3	$	37,038.52
CXRG SE	1600	Nema 1	UL-1008	3	$	37,067.80
CXRG SE	2000	Nema 1	UL-1008	3	$	41,185.12

Bypass ATS

CBRF	1200	Nema 1	UL-1008	3	$	71,736.84
CBRF	1600	Nema 1	UL-1008	3	$	75,642.49
CBRG	1600	Nema 1	UL-1008	3	$	80,115.23
CBRG	2000	Nema 1	UL-1008	3	$	89,196.48
CBRH	2600	Nema 1	UL-1008	3	$	112,856.73
CBRH	3000	Nema 1	UL-1008	3	$	125,738.48

EV Chargers

Package contents available upon request. Please contact account manager for details.

EVCS-MIX-20SBUS	School Bus EVCS Mixed Package (20	$	475,000
HE9819025-01-CSS-LTB	50kW DC Mobile BAA 10M AC	$	25,870
HE9821001-01-CSS	180kW DC Flex Cab BAA	$	82,827
HE9820006-01-CSS	DC Column BAA 3M DC	$	15,474
HE9820006-01-CSA	DC Column BAA 7M DC	$	20,321
EVCS-BL3-04SBUS	School Bus Basic Level 3 EVCS Package - 4 Buses	$	112,000
EVCS-CL3-04SBUS	School Bus Complex Level 3 EVCS Package - 4 Buses	$	170,000
EVCS-CL3-08SBUS	School Bus Complex Level 3 EVCS Package - 8 Buses	$	270,000

Portable Pumps

CP1350D4	1350	Trailerized, tier 4, fully automatic	$	43,068
CP1350D4E	1350	Trailerized, tier 4, fully automatic	$	56,340
CP2600D4	2600	Trailerized, tier 4, fully automatic	$	46,564
CP2600D4E	2600	Trailerized, tier 4, fully automatic	$	60,557

Cummins Inc - Sourcewell Service & ETO Discount Percentage

Field Service/ Start up	10% discount - off typical sale price
Installation support	10% discount - off typical sale price
Member specific Training	5% discount - off typical sale price
Custom Enclosure and Fuel Tanks	10% discount - off typical sale price
Field Technician Labor	5% discount - off typical sale price
Maintenance Agreements	5% discount - off typical sale price
Engineer to Order products and services	5% discount - off typical sale price

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Planned Equipment Maintenance - Generators

Company Name: Cummins, Inc

Department: Public Works/Engineering/BAWA

Date: 09/15/2026 **Council Date:** 09/24/2026

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

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

_____

_____

_____

☑ not to be indebted to the City.

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

Director of Finance — 09/15/2026 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: 09/24/2026
Subject: Appointments to the Animal Control Advisory Committee
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 Animal Control Advisory Committee.

PREFACE
The Animal Control Advisory Committee works with the Baytown Animal Shelter to comply with applicable law; formulate future animal control plans, strategies, education, and to recommend revision to the animal control ordinances.

This item allows City Council to consider four (4) appointments to the Animal Control Advisory Committee.

Below is a list of current Board Members whose terms will expire.

Name	District/Position	Current Term	Appointed Term
Dr. Francisco Alvarez	Licensed Veterinarian	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028
Shawn Cochran	Director of Health or Designee	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028
Marga Matthews	Interested Citizen	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028
Mike Farabee	Chief of Police or Designee	10/1/2024 - 9/30/2026	10/1/2026 - 9/30/2028

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 associated fiscal impact.

Attachments

Resolution to Appt. Animal Control Adv Comm

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ TO THE ANIMAL CONTROL ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 2-512 of The City of Baytown Code of Ordinances provides for the appointment of the Members to the Animal Control Advisory Committee (Committee); NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown, Texas hereby appoints four (4) members to the Animal Control Advisory Committee as follows:

A. _____ is appointed to serve as a Member of the Committee with a term expiring on _____;
B. _____ is appointed to serve as a Member of the Committee with a term expiring on _____;
C. _____ is appointed to serve as a Member of the Committee with a term expiring on _____; and
D. _____ is appointed to serve as a Member of the Committee 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 24th day of September, 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\2026-09-24\Resolution to Appt. Animal Control Adv Comm.mhs.docx

CITY COUNCIL MEETING 8. b.

Meeting Date: 09/24/2026
Subject: Appointments to the Baytown Police Advisory Committee
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 five (5) appointments to the Baytown Police Advisory Committee.

PREFACE

The Baytown Police Advisory Committee holds public forums to receive input from diverse community groups to enhance understanding through communication and education to improve and maintain the public trust of the Baytown Police Department.

This item allows City Council to consider five (5) appointments to the Baytown Police Advisory Committee.

Below is a list of current Board Members whose terms will expire.

Name	District/ Position	Current Term	Appointed Term
Steve Jones	Chief of Police or Designee	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028
Natalie Robinson	Chief of Police or Designee	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028
Rex Elliott	District 2 At-Large	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028
Andrea Rice	District 4 At-Large	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028
Kirk Russell	District 5 At-Large	10/01/2024 - 9/30/2026	10/01/2026 - 9/30/2028

Attachments

Resolution to Appt. Police Adv. Comm

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ AND _____ TO THE BAYTOWN POLICE ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 2-424 of the City of Baytown's Municipal Code of Ordinances provides for the appointment of Members to the Baytown Police Advisory Committee (Committee); NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown, Texas hereby appoints five (5) member to Baytown Police Advisory Committee as follows:

A. _____ is appointed to serve as a Member of the Committee with a term expiring on September 30, 2028;
B. _____ is appointed to serve as a Member of the Committee with a term expiring on September 30, 2028;
C. _____ is appointed to serve as a Member of the Committee with a term expiring on September 30, 2028;
D. _____ is appointed to serve as a Member of the Committee with a term expiring on September 30, 2028; and
E. _____ is appointed to serve as a Member of the Committee with a term expiring on September 30, 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 24th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 11. a.

Meeting Date: 09/24/2026
Subject: Conduct an Executive Session pursuant to Section 551.071
Prepared for: Scott Lemond, Legal **Prepared by:** Angela Jackson, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into an Executive Session pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney(s) and seek legal advice.

PREFACE

This allows City Council to recess into an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

CITY COUNCIL MEETING 11. b.

Meeting Date: 09/24/2026
Subject: Executive session 551.087 Economic Development
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into an Executive Session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

PREFACE