

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JUNE 17, 2026 - 5:00 P.M.
DOYLE CONVENTION CENTER
2010 5th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments are limited to posted agenda items only and are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a)	Service Awards	Departments	Hire Date	Milestone
	Cheryl Loewen	Library	06/20/2016	10 years
	Shelbi Webb	Police	05/13/2016	10 years
	Derek Brubaker	Public Works	06/06/2016	10 years
	Ariel Mendoza	Public Works	06/29/2011	15 years

(b) Proclaiming June as Alzheimer's and Brain Health Awareness Month

(c) Promotion of Firefighter Troy Wilson to the classification of Engineer

(5) REPORTS

(a) Quarterly Investment Report (Finance)

(b) Wastewater and Sewer (Public Works)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for June 3, 2026 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2026-065, Appointments to fill vacancies (City Secretary & Mayor's Office)
- (c) Consider and take action on Resolution No. 2026-066, authorizing signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT). (Community Development)
- (d) Consider and take action on Resolution No. 2026-067, confirming the Mayor's appointment of Interim Chief of Police and authorizing the Mayor to negotiate and enter into an employment agreement. (Mayor's Office & Human Resources)
- (e) Consider and take action on Resolution No. 2026-069, amending the Texas City Local Plumbing Code to reflect changes required by TCEQ and State Law. (Public Works-Utilities)
- (f) Consider and take action on Resolution No. 2026-070, authorizing the City of Texas City to enter into an agreement with Galveston County for grease trap inspections. (Public Works)
- (g) Consider and take action on Resolution No. 2026-071, authorizing representatives for investment pools. (Finance)

(8) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2026-068, authorizing the City to engage Landmark Aquatics (Buy Board Contract No. 801-26) to complete the replaster project at the Nessler Family Aquatics Center. (Parks, Rec & Tour)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JUNE 11, 2026, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG**(4) (a)****Meeting Date:** 06/17/2026

June 2026 Service Awards

Submitted For: Jennifer Price, Human Resources**Submitted By:** Susan Sensat, Human Resources**Department:** Human Resources

Information**ACTION REQUEST**

Service Awards	Departments	Hire Date	Milestone
Cheryl Loewen	Library	06/20/2016	10 years
Shelbi Webb	Police	05/13/2016	10 years
Derek Brubaker	Public Works	06/06/2016	10 years
Ariel Mendoza	Public Works	06/29/2011	15 years

BACKGROUND (Brief Summary)

Service Awards(s) for the following individual(s) for the month of June is based on their years of service with the City.

RECOMMENDATION

Human Resources recommend approval of the June service awards.

Fiscal Impact**Funds Available Y/N:** Y**Amount Requested:** \$225.00**Source of Funds:** Employee Service Program in HR Budget**Account #:** 101-106-52715**Fiscal Impact:**

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 06/17/2026

Proclaiming June as Alzheimer's and Brain Health Awareness Month

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Proclaiming June as Alzheimer's and Brain Health Awareness Month

BACKGROUND (Brief Summary)

My name is Sarah Castro, and I am a CFO of Mindful Memories Initiative (MMI, mindfulmemoriesinitiative.org). MMI is a national 501(c)(3) nonprofit organization with the mission of empowering communities and individuals affected by Alzheimer's and other neurological diseases through various resources and community events. MMI is a coalition of students and healthcare professionals working together to foster a more inclusive society.

We would like to request a proclamation to declare June 2026 as Alzheimer's Disease and Brain Health Awareness Month. This observance would recognize the thousands of Houston families affected by Alzheimer's, raise awareness of the importance of early detection and caregiver support, and honor the organizations and individuals working to build a more Alzheimer's-friendly community.

Best Regards,

Sarah Castro

CFO of Mindful Memories Initiative

mindfulmemoriesinitiative.org

mindfulmemoriesinitiative@gmail.com | +1(346) 588-9572

RECOMMENDATION

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (c)

Meeting Date: 06/17/2026

Promotion of Firefighter Troy Wilson to the classification of Engineer

Submitted For: Dennis Harris, Fire Department

Submitted By: Dennis Harris, Fire Department

Department: Fire Department

Information

ACTION REQUEST

No action requested. This item is presented for recognition of the promotion of Firefighter Troy Wilson to the classification of Engineer.

BACKGROUND (Brief Summary)

Firefighter Troy Wilson has successfully met the requirements for promotion to the classification of Engineer within the Texas City Fire Department. This item is presented to formally recognize his promotion and continued service to the citizens of Texas City.

RECOMMENDATION

No action requested.

Fiscal Impact

Funds Available Y/N: NA

Amount Requested: No funds requested.

Source of Funds:

Account #:

Fiscal Impact:

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 06/17/2026

Quarterly Investment Report (Finance)

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Quarterly Investment Report (Finance)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Report

INVESTMENT REPORT

City of Texas City

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January 1 to March 31, 2026



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Market Recap

Treasury yields moved significantly higher in March as investors repriced inflation risk tied to surging energy prices. The Two-year Treasury Note yield began the month around 3.40% and climbed as high as 4% late in the month before settling to around 3.80% at month-end. Meanwhile, stocks struggled throughout the month, with the S&P 500 posting four consecutive weekly declines and finishing 7% below its January high.

The price of oil has nearly doubled since the U.S. and Israel launched strikes against Iran, who then effectively closed the Strait of Hormuz. Roughly 15% to 20% of global crude oil supply and almost 20% of global liquefied natural gas (LNG) shipments have been disrupted, prompting the International Energy Agency to call it the largest supply shock in the history of the oil market. West Texas Intermediate crude oil surged from the mid \$60's to over \$100 by late-March, while gasoline, diesel and jet fuel prices rose sharply. The spike in oil prices has fed directly into higher short-term inflation expectations.

The Federal Open Market Committee (FOMC) met March 17th and 18th, voting to hold the Fed Funds target rate at 3.50% to 3.75% for the second consecutive meeting. Chairman Powell and policymakers emphasized that higher energy prices risk delaying further progress on inflation and warned against assuming the shock would be transitory given repeated supply disruptions over the last five years. The updated dot plot showed fewer expected cuts in 2026, and futures markets moved to essentially price out any easing moves this year. Chair Powell described current policy as “near neutral” with limited room to respond unless labor market conditions deteriorate further.

Economic data released during the month painted a mixed picture. The February jobs report showed payrolls falling by 92k, the fifth negative print in the last nine months, while prior months were also revised lower. The unemployment rate rose to 4.4% as job losses spread beyond cyclical sectors and into health care for the first time in years. While seasonal factors and strike activity played a role, the broader trend confirms that labor market momentum has stalled since last Spring.

At the same time, inflation readings moved in the wrong direction, February PPI surged to a whopping 0.7% MoM and Core PCE remained elevated at 3.1% YoY.

Fourth quarter GDP was revised down to just +0.7%, highlighting a sharp deceleration from the economy's strong mid-2025 pace. Consumer spending growth slowed significantly, particularly in services, and the impact from the government shutdown continues to affect official data. The Atlanta Fed's GDPNow model estimates 2.0% to 3.0% growth in the first quarter, but rising oil prices threaten to offset recent tax-cut-related gains in household cash flows, especially for lower-income consumers.

Elsewhere, stress intensified in private credit, raising concerns about liquidity conditions in other markets as well. Multiple fund managers enacted redemption limits or halted withdrawals altogether as concerns grew about credit exposure to software companies and other AI-vulnerable businesses. Gold, which had rallied sharply earlier in the year, fell nearly 10% over the month as higher real rates and dollar strength outweighed the usual safe-haven demand.

Looking ahead, markets enter April facing slow employment growth, resurging inflationary pressures from energy, and a Federal Reserve that has little flexibility. While a ceasefire or reopening of the Strait of Hormuz could spark a sharp relief rally, the baseline outlook has shifted toward elevated volatility and downside risks. Until there is clarity on energy supply and the durability of inflation pressures, the Fed is set to remain on hold, while markets remain vulnerable to further surprises.

Investment Officers' Certification

This report is prepared for the City of Texas City (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Investment Officers

Cynthia Rushing
Chief Financial Officer

Portfolio Overview

Portfolio Summary

	Prior 31 Dec-25	Current 31 Mar-26
Par Value	195,986,572.29	198,230,373.60
Original Cost	195,950,764.21	198,055,232.19
Book Value	195,963,914.07	198,093,978.44
Market Value	195,964,742.29	198,062,695.82
Accrued Interest	0.00	10,763.89
Book Value Plus Accrued	195,963,914.07	198,104,742.33
Market Value Plus Accrued	195,964,742.29	198,073,459.71
Net Unrealized Gain/(Loss)	828.22	(31,282.62)

Income Summary

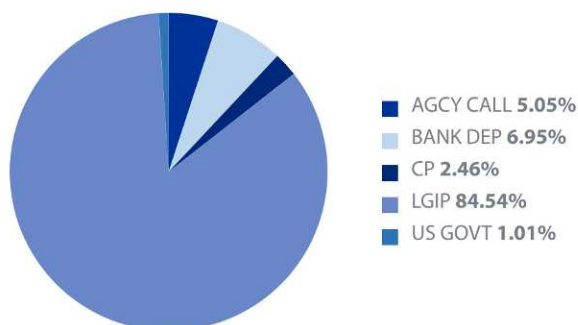
Current Period	1 Jan-26 to 31 Mar-26
Interest Income	1,726,307.35
Net Amortization/Accretion	25,596.39
Realized Gain/(Loss)	0.00
Net Income	1,751,903.74

Fiscal Year-to-Date	1 Oct-25 to 31 Mar-26
Net Income	3,688,762.61

Portfolio Characteristics

	Prior 31 Dec-25	Current 31 Mar-26
Yield to Maturity	3.791%	3.652%
Yield to Worst	3.791%	3.652%
Days to Final Maturity	2	44
Days to Effective Maturity	2	44
Duration	0.31	1.31

Asset Allocation

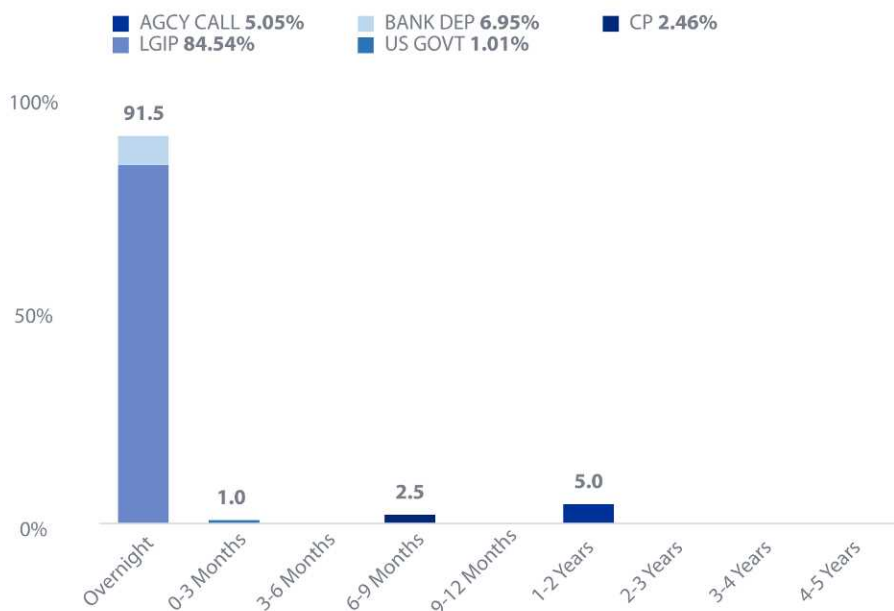


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	21,286,233.14	(21,146,899.81)	0.00	(21,146,899.81)	0.00
Sell	(19,042,431.83)	19,042,431.83	0.00	19,042,431.83	0.00
MMFUND Dividends	0.00	0.00	1,715,543.46	1,715,543.46	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

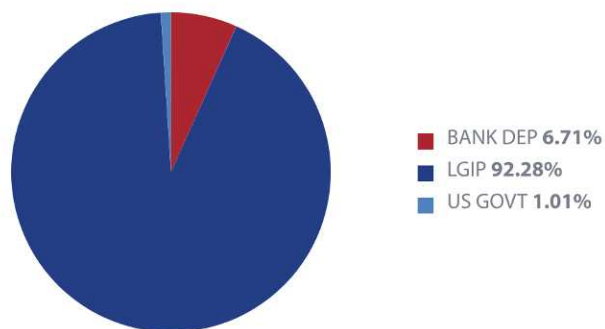
Issuer	Allocation
TEXSTAR	84.54%
Texas First Bank	6.95%
Federal Home Loan Banks	2.52%
Federal Home Loan Mortgage Corporation	2.52%
Royal Bank of Canada	2.46%
United States	1.01%

Maturity Distribution by Security Type

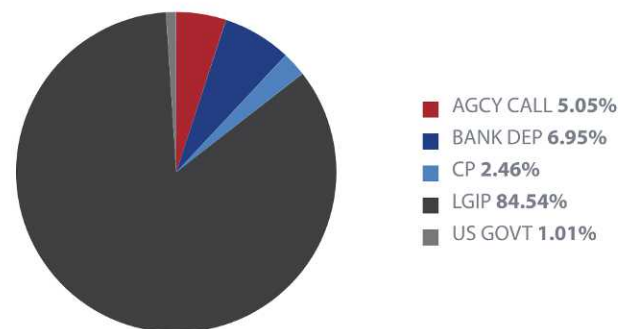
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
AGCY CALL	--	--	--	--	--	10,000,000.00	--	--	--	10,000,000.00
BANK DEP	13,770,204.40	--	--	--	--	--	--	--	--	13,770,204.40
CP	--	--	--	4,868,055.56	--	--	--	--	--	4,868,055.56
LGIP	167,460,169.20	--	--	--	--	--	--	--	--	167,460,169.20
US GOVT	--	1,995,549.28	--	--	--	--	--	--	--	1,995,549.28
Total	181,230,373.60	1,995,549.28	--	4,868,055.56	--	10,000,000.00	--	--	--	198,093,978.44

Asset Allocation

Asset Allocation by Security Type as of
31-Dec-2025



Asset Allocation by Security Type as of
31-Mar-2026



Book Value Basis Security Distribution

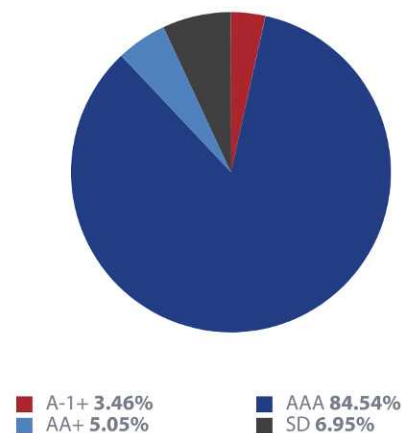
Security Type	Prior Balance 31-Dec-25	Prior Allocation 31-Dec-25	Change in Allocation	Current Balance 31-Mar-26	Current Allocation 31-Mar-26	Yield to Maturity
AGCY CALL	0.00	0.00%	5.05%	10,000,000.00	5.05%	4.063%
BANK DEP	13,150,586.86	6.71%	0.24%	13,770,204.40	6.95%	3.250%
CP	0.00	0.00%	2.46%	4,868,055.56	2.46%	3.909%
LGIP	180,835,985.43	92.28%	(7.74%)	167,460,169.20	84.54%	3.651%
US GOVT	1,977,341.78	1.01%	(0.00%)	1,995,549.28	1.01%	3.759%
Portfolio Total	195,963,914.07	100.00%		198,093,978.44	100.00%	3.652%

Credit Rating Summary

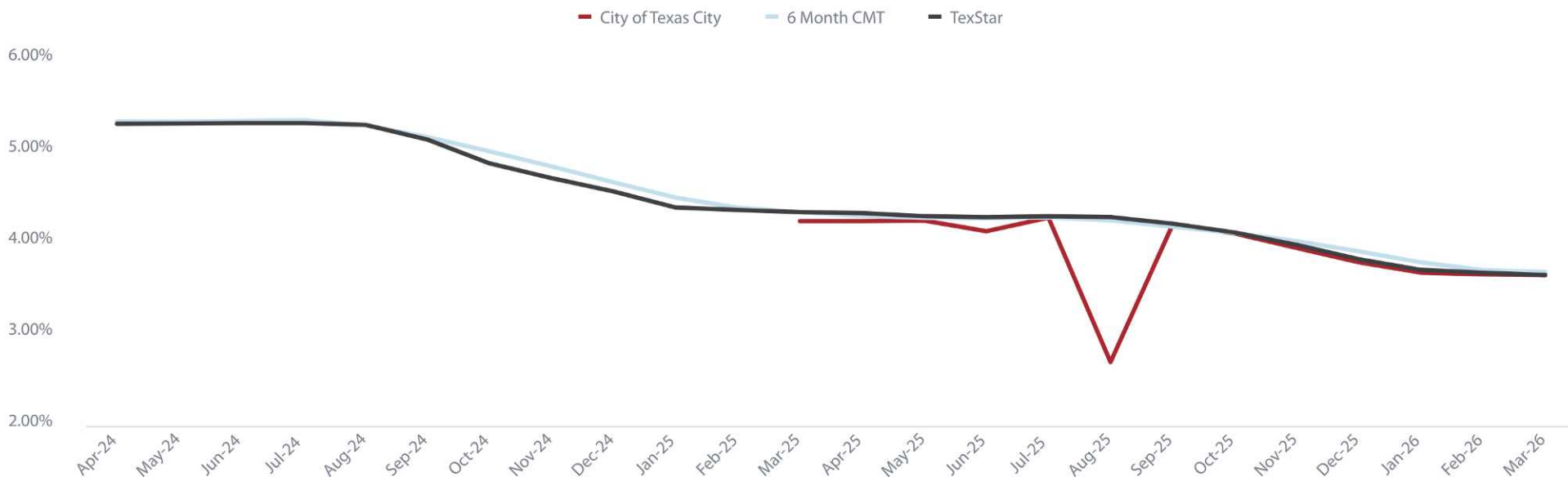
Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	13,770,204.40	6.95%
Total Secured Deposits	13,770,204.40	6.95%
Local Government Investment Pools & Money Market Funds		
AAA	167,460,169.20	84.54%
Total Local Government Investment Pools & Money Market Funds	167,460,169.20	84.54%
Short Term Rating Distribution		
A-1+	6,863,604.84	3.46%
Total Short Term Rating Distribution	6,863,604.84	3.46%
Long Term Rating Distribution		
AA+	10,000,000.00	5.05%
Total Long Term Rating Distribution	10,000,000.00	5.05%
Portfolio Total	198,093,978.44	100.00%

Allocation by Rating



Benchmark Comparison



Yield Overview

	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
City of Texas City	—	—	—	—	—	—	—	—	—	—	—	4.24	4.24	4.25	4.13	4.28	2.70	4.20	4.11	3.95	3.79	3.68	3.66	3.65
6 Month CMT	5.33	5.33	5.34	5.34	5.29	5.16	5.00	4.84	4.66	4.50	4.39	4.34	4.30	4.28	4.27	4.28	4.25	4.18	4.11	4.02	3.91	3.79	3.71	3.68
TexStar	5.31	5.31	5.31	5.31	5.29	5.13	4.87	4.71	4.56	4.39	4.36	4.34	4.33	4.30	4.28	4.30	4.29	4.21	4.12	3.98	3.82	3.71	3.68	3.65

Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
Pooled Funds	195,963,914.07	195,964,742.29	2,097,953.53	198,093,978.44	198,062,695.82	1,751,903.74	44	3.652%	3.652%
Total	195,963,914.07	195,964,742.29	2,097,953.53	198,093,978.44	198,062,695.82	1,751,903.74	44	3.652%	3.652%

Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
Pooled Funds																		
TEXSTAR		LGIP	TexSTAR	3.651	03/31/26			167,460,169.20	100.000	167,460,169.20	167,460,169.20	100.000	167,460,169.20	1		3.651	3.651	AAA
TFB-HYMM		BANK DEP	Texas First Bk High Yld MM	3.250	03/31/26			13,770,204.40	100.000	13,770,204.40	13,770,204.40	100.000	13,770,204.40	1		3.250	3.250	SD
912797SM0	10/28/25	US GOVT	U.S. Treasury Bill	0.000	04/23/26			2,000,000.00	98.210	1,964,191.92	1,995,549.28	99.778	1,995,557.22	23		3.759	3.759	A-1+
78009BM74	03/18/26	CP	Royal Bank of Canada	0.000	12/07/26			5,000,000.00	97.213	4,860,666.67	4,868,055.56	97.213	4,860,630.00	251		3.909	3.909	A-1+
3134HCZV4	03/19/26	AGCY CALL	FHLMC	4.125	03/10/28	06/10/26	Monthly	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.773	4,988,660.00	710	71	4.125	4.125	AA+
3130B9XA3	03/24/26	AGCY CALL	FHLB	4.000	03/24/28	09/24/26	Monthly	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.750	4,987,475.00	724	177	4.000	4.000	AA+
Total Pooled Funds								198,230,373.60		198,055,232.19	198,093,978.44		198,062,695.82	44	124	3.652	3.652	
Grand Total								198,230,373.60		198,055,232.19	198,093,978.44		198,062,695.82	44	124	3.652	3.652	

Earned Income

CUSIP	Security Type	Detailed Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Pooled Funds										
TEXSTAR	LGIP	TexSTAR	0.00	1,624,183.77	1,624,183.77	0.00	0.00	0.00	0.00	1,624,183.77
TFB-HYMM	BANK DEP	Texas First Bk High Yld MM	0.00	91,359.69	91,359.69	0.00	0.00	0.00	0.00	91,359.69
912797SM0	US GOVT	U.S. Treasury Bill 0.0 04/23/2026	0.00	0.00	0.00	0.00	0.00	18,207.50	0.00	18,207.50
78009BM74	CP	Royal Bank of Canada 0.0 12/07/2026	0.00	0.00	0.00	0.00	0.00	7,388.89	0.00	7,388.89
3134HCZV4	AGCY CALL	FHLMC 4.125 03/10/2028	0.00	6,875.00	0.00	0.00	6,875.00	0.00	0.00	6,875.00
3130B9XA3	AGCY CALL	FHLB 4.0 03/24/2028	0.00	3,888.89	0.00	0.00	3,888.89	0.00	0.00	3,888.89
Total Pooled Funds			0.00	1,726,307.35	1,715,543.46	0.00	10,763.89	25,596.39	0.00	1,751,903.74
Grand Total			0.00	1,726,307.35	1,715,543.46	0.00	10,763.89	25,596.39	0.00	1,751,903.74

Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	Realized Gain/Loss	YTM	YTW
Pooled Funds															
Buy															
TEXSTAR	02/13/26	02/13/26	LGIP	TexSTAR	3.651	03/31/26		1,081,049.47	100.000	1,081,049.47	0.00	1,081,049.47	0.00	3.693	3.693
78009BM74	03/16/26	03/18/26	CP	Royal Bank of Canada	0.000	12/07/26		5,000,000.00	97.213	4,860,666.67	0.00	4,860,666.67	0.00	3.909	3.909
3134HCZV4	03/16/26	03/19/26	AGCY CALL	FHLMC	4.125	03/10/28	06/10/26	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00	0.00	4.125	4.125
3130B9XA3	03/16/26	03/24/26	AGCY CALL	FHLB	4.000	03/24/28	09/24/26	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00	0.00	4.000	4.000
TFB-HYMM	03/31/26	03/31/26	BANK DEP	Texas First Bk High Yld MM	0.000	03/31/26		5,205,183.67	100.000	5,205,183.67	0.00	5,205,183.67	0.00	3.250	3.250
Total Buy								21,286,233.14		21,146,899.81	0.00	21,146,899.81	0.00		
Money Market Funds															
TFB-HYMM	01/31/26	01/31/26	BANK DEP	Texas First Bk High Yld MM	0.000	03/31/26		0.00		0.00	35,740.77	35,740.77	0.00	--	--
TEXSTAR	01/31/26	01/31/26	LGIP	TexSTAR	3.651	03/31/26		0.00		0.00	569,408.64	569,408.64	0.00	--	--
TEXSTAR	02/28/26	02/28/26	LGIP	TexSTAR	3.651	03/31/26		0.00		0.00	511,640.83	511,640.83	0.00	--	--
TFB-HYMM	02/28/26	02/28/26	BANK DEP	Texas First Bk High Yld MM	0.000	03/31/26		0.00		0.00	25,497.35	25,497.35	0.00	--	--
TEXSTAR	03/31/26	03/31/26	LGIP	TexSTAR	3.651	03/31/26		0.00		0.00	543,134.30	543,134.30	0.00	--	--
TFB-HYMM	03/31/26	03/31/26	BANK DEP	Texas First Bk High Yld MM	0.000	03/31/26		0.00		0.00	30,121.57	30,121.57	0.00	--	--
Total Money Market Funds								0.00		0.00	1,715,543.46	1,715,543.46	0.00		
Sell															
TFB-HYMM	02/28/26	02/28/26	BANK DEP	Texas First Bk High Yld MM	0.000	03/31/26		(4,585,566.13)	100.000	4,585,566.13	0.00	4,585,566.13	0.00	--	--
TEXSTAR	03/31/26	03/31/26	LGIP	TexSTAR	3.651	03/31/26		(14,456,865.70)	100.000	14,456,865.70	0.00	14,456,865.70	0.00	--	--
Total Sell								(19,042,431.83)		19,042,431.83	0.00	19,042,431.83	0.00		

Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	21,286,233.14	(21,146,899.81)	0.00	(21,146,899.81)	0.00	3.808	3.808
Total Sell	(19,042,431.83)	19,042,431.83	0.00	19,042,431.83	0.00	3.555	3.555
Total Money Market Funds	0.00	0.00	1,715,543.46	1,715,543.46	0.00		

Amortization and Accretion

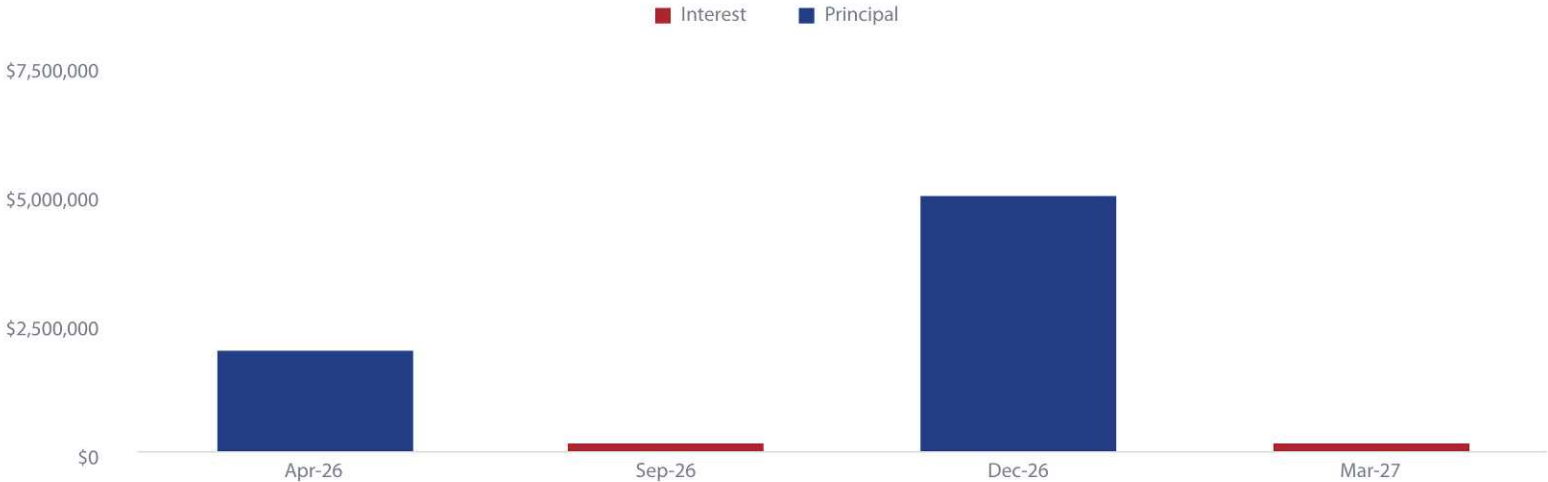
CUSIP	Settle Date	Security Type	Detailed Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/Premium	Ending Book Value
Pooled Funds										
912797SM0	10/28/25	US GOVT	U.S. Treasury Bill 0.0 04/23/2026	2,000,000.00	98.210	1,964,191.92	18,207.50	31,357.36	(4,450.72)	1,995,549.28
78009BM74	03/18/26	CP	Royal Bank of Canada 0.0 12/07/2026	5,000,000.00	97.213	4,860,666.67	7,388.89	7,388.89	(131,944.44)	4,868,055.56
3134HCZV4	03/19/26	AGCY CALL	FHLMC 4.125 03/10/2028	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130B9XA3	03/24/26	AGCY CALL	FHLB 4.0 03/24/2028	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total Pooled Funds				17,000,000.00		16,824,858.59	25,596.39	38,746.25	(136,395.16)	16,863,604.84
Grand Total				17,000,000.00		16,824,858.59	25,596.39	38,746.25	(136,395.16)	16,863,604.84

Projected Cash Flows

CUSIP	Detailed Security Description	Post Date	Interest	Principal	Total Amount
Pooled Funds					
912797SM0	U.S. Treasury Bill 0.0 04/23/2026	04/23/26		2,000,000.00	2,000,000.00
3134HCZV4	FHLMC 4.125 03/10/2028	09/10/26	97,968.75		97,968.75
3130B9XA3	FHLB 4.0 03/24/2028	09/24/26	100,000.00		100,000.00
78009BM74	Royal Bank of Canada 0.0 12/07/2026	12/07/26		5,000,000.00	5,000,000.00
3134HCZV4	FHLMC 4.125 03/10/2028	03/10/27	103,125.00		103,125.00
3130B9XA3	FHLB 4.0 03/24/2028	03/24/27	100,000.00		100,000.00
Grand Total			401,093.75	7,000,000.00	7,401,093.75

Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
April 2026		2,000,000.00	2,000,000.00
September 2026	197,968.75		197,968.75
December 2026		5,000,000.00	5,000,000.00
March 2027	203,125.00		203,125.00
Total	401,093.75	7,000,000.00	7,401,093.75



Disclosures & Disclaimers

As a courtesy to investors this information: (1) is provided for informational purposes only; (2) should not be construed as an offer to sell or a solicitation of an offer to buy any security; and (3) does not replace customer statements.

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Investing in fixed income securities involves interest rate risk, credit risk, and inflation risk. Interest rate risk is the possibility that bond prices will decrease because of an interest rate increase. When interest rates rise, bond prices and the values of fixed income securities fall. When interest rates fall, bond prices and the values of fixed income securities rise. Credit risk is the risk that a company will not be able to pay its debts, including the interest on its bonds. Inflation risk is the possibility that the interest paid on an investment in bonds will be lower than the inflation rate, decreasing purchasing power.

Cash alternatives typically include money market securities and U.S. treasury bills. Investing in such cash alternatives involves inflation risk. In addition, investments in money market securities may involve credit risk and a risk of principal loss. Because money market securities are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency, there is no guarantee the value of your investment will be maintained at \$1.00 per share, and your shares, when sold, may be worth more or less than what you originally paid for them. U.S. Treasury bills are subject to market risk if sold prior to maturity. Market risk is the possibility that the value, when sold, might be less than the purchase price.

Investing in stock securities involves volatility risk, market risk, business risk, and industry risk. The prices of most stocks fluctuate. Volatility risk is the chance that the value of a stock will fall. Market risk is the chance that the prices of all stocks will fall due to conditions in the economic environment. Business risk is the chance that a specific company's stock will fall because of issues affecting it. Industry risk is the chance that a set of factors particular to an industry group will adversely affect stock prices within the industry.

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CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 06/17/2026

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Wastewater and Sewer (Public Works)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

PowerPoint

Wastewater

- Wallace Knox WWTP, permitted for 12.4 MGD daily annual average with a peak of 42 MGD.
- 52 lift stations, two major ones that feed directly to the WWTP (10 and 30).
- 248.52 miles of gravity sewer mains
- 44.81 miles of force mains
- 4,245 manholes

Wastewater Treatment Plant

- Treat 5.913 million gallons per day, 48% of permitted annual average
- Daily permit testing for biochemical oxygen demand (BOD), total suspended solids(TSS), ammonia, dissolved oxygen (DO), chlorine, de-chlorine, and enterococci.
- Daily and weekly testing for several parameters for process control
- Quarterly and semi-annual bio-monitoring
- Annual sludge testing.
- Produced about 2085 metric tons of sludge, 722 loads.

Lift Station Improvements

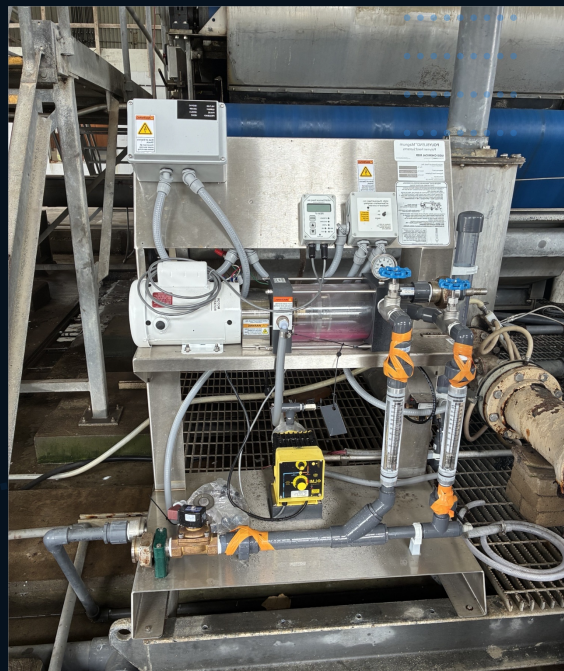
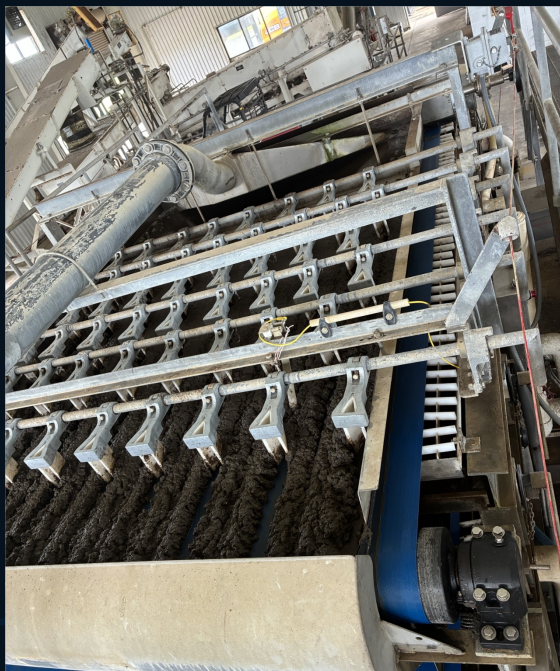
- Station 10 and 30 replacement of discharge piping
- Odor control lift station



Texas City
EST. 1911

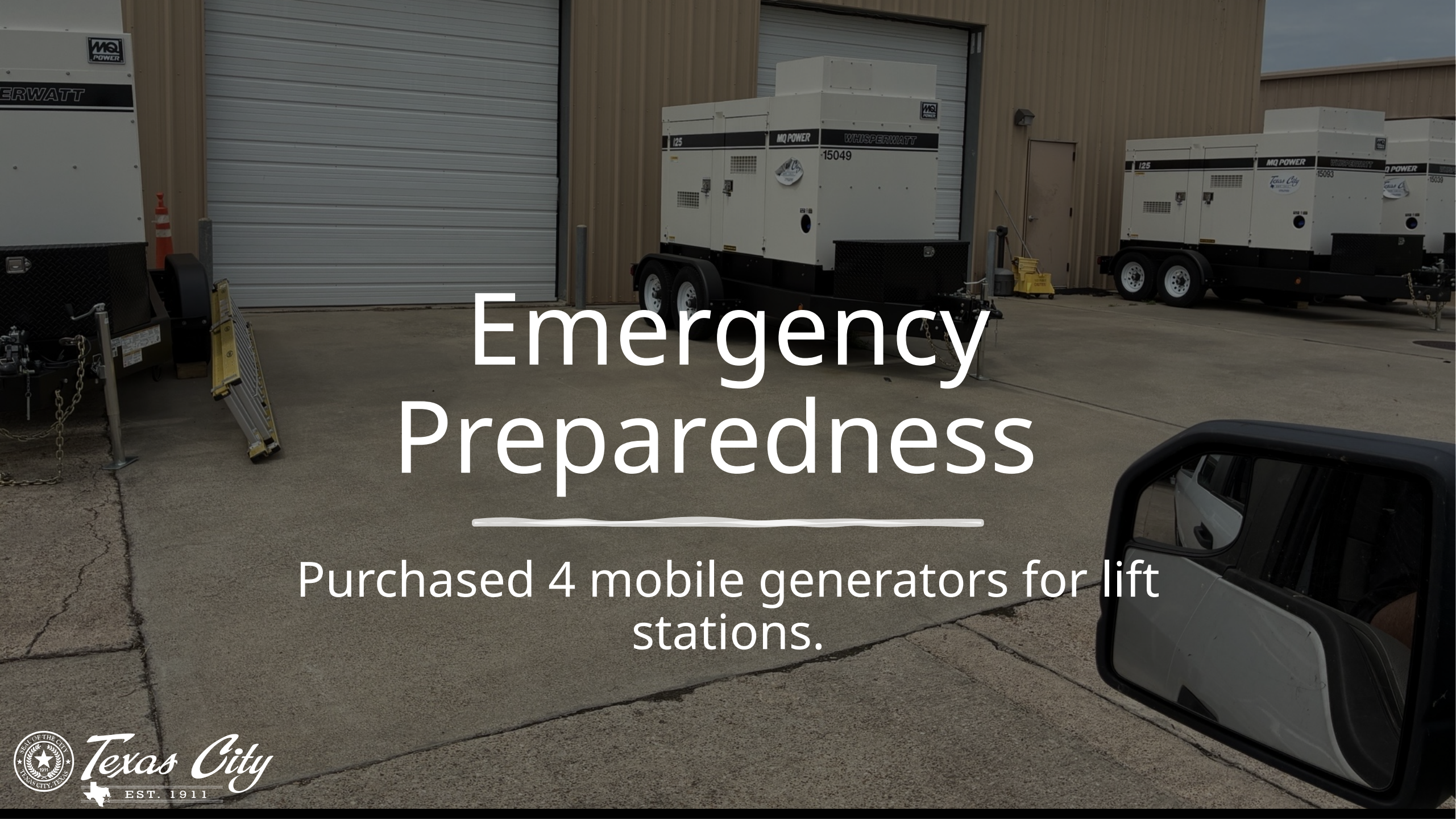
Lift Station Improvements

- Station 10 and 30 replacement of discharge piping
- Odor control lift station



WWTP Improvements

- Chlorine building rehab
- Belt press rebuild
- Gravity Thickener rebuild
- New polymer feed system



Emergency Preparedness

Purchased 4 mobile generators for lift
stations.



Texas City
EST. 1911

Additional Projects



Phase 24 sewer
improvements
completed

Beginning roof
replacement of
belt press
building

Phase 25 sewer
improvement
ongoing



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 06/17/2026

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for June 3, 2026 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JUNE 3, 2026 – 5:00 P.M.
DOYLE CONVENTION CENTER

A Regular Called Meeting of the City Commission was held on Wednesday, June 3, 2026, at 5:00 P.M. in the Doyle Convention Center, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Abel Garza, Jr.

1. ROLL CALL

Present: Abel Garza, Jr., Mayor
Brian Goetschius, Commissioner At-Large, Mayor Pro Tem
Wade Johnson, Commissioner At-Large
DeAndre' Knoxson, Commissioner District 1
Barbie Tucker, Commissioner District 2
Chris Sharp, Commissioner District 3
Jason Delgado, Commissioner District 4

2. INVOCATION

Led by Brother Rudy Rios from Temple Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Jason Delgado, Commissioner District 4.

4. REPORTS

a. Shooting Range Report (Parks, Rec & Tourism)

Andre Roberts, Rangemaster, gave a PowerPoint presentation.

5. PUBLIC HEARING

a. Community Development Block Grant (CDBG) 2026 Action Plan - 1st Public Hearing

Patricia Mata, Community Development and Grants Administration Director, gave a PowerPoint presentation and answered questions from the Commission and the Mayor.

Henry Gomez, Juan Rodriguez, and Chris Walters shared their opinions on the Action Plan. See the recording for public comments.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp, to close.

Vote: 7 - 0 CARRIED

6. PUBLIC COMMENTS

The following members of the public requested to address the City Commission: Dedrick D. Johnson.

7. CONSENT AGENDA

Commissioner District 3, Chris Sharp, made a motion to approve Consent Agenda items 7a, b, and c. The motion was seconded by Commissioner At-Large, Mayor Pro Tem, Brian Goetschius.

- a. Approve City Commission Minutes for May 20, 2026, and Special Called May 21, 2026, meetings. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2026-063, appointing Charles Totty to fill a vacancy on the Bayou Golf Course Advisory Board. (City Secretary)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2026-064, authorization of Change Order No. 2 for the MIT MOD Drainage Grant Project. (Public Works)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2026-17, amending the City of Texas City's 2025-2026 fiscal year budget to transfer funds from the Dike Fund to the Maintenance Account for Parks and Streets. (Finance & Public Works)

Jack Haralson, Public Works Director, stated that this account needs funding to perform maintenance and make necessary purchases for the Dike's operation.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 3 Chris Sharp

Vote: 7 - 0 CARRIED

9. COMMISSIONERS' COMMENTS

10. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adoption of the minutes to which the meeting corresponds.

11. STAFF ANNOUNCEMENTS

12. ADJOURNMENT

Having no further business, DeAndre' Knoxson, Commissioner District 1, made a MOTION to ADJOURN at 5:57 p.m.; the motion was SECONDED by Commissioner At Large Brian Goetschius. All present voted AYE. MOTION CARRIED.

Abel Garza, Jr., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG**(7) (b)****Meeting Date:** 06/17/2026

Appointments to fill vacancies

Submitted For: Rhomari Leigh, City Secretary**Submitted By:** Rhomari Leigh, City Secretary**Department:** City Secretary

Information**ACTION REQUEST**

Approving appointments to fill vacancies

BACKGROUND (Brief Summary)**Houston- Galveston Area Council- General Assembly and Board of Directors- 1 year term. Must travel to meetings.**

Houston- Galveston Area Council	Jason Delgado, Representative		9/30/2027
Houston- Galveston Area Council	Abel Garza, Alternate		9/30/2027
GC Transit Board of Directors	David Kinchen, Proxy		9/30/2028

Animal Service Advisory Committee- The committee consists of a minimum of 11 and not more than 18 members to represent each city that is party to the Animal Service Interlocal Agreement. Two (2) year term.

Animal Services Advisory Committee	Wade Johnson, Representative		9/30/2028
Animal Services Advisory Committee	Jennifer Hendershot, Alternate		9/30/2028

RECOMMENDATION

to appoint the various elected officials to fill vacancies on various boards & commissions due to the May 2, 2026, General Election.

Fiscal Impact**Attachments**

Exhibit A

Resolution

Exhibit “A”

Audit Committee- Three (3) members-- City Commissioners. Two-year term. Meets on an as-needed basis, at least once a year			
Audit Committee	Barbie Tucker		9/30/2028
Audit Committee	DeAndre Knoxson		9/30/2028
Audit Committee	Jason Delgado		9/30/2028
Animal Service Advisory Committee- The committee consists of a minimum of 11 and not more than 18 members to represent each city that is party to the Animal Service Interlocal Agreement. Two (2) year term.			
Animal Services Advisory Committee	Wade Johnson, Representative		9/30/2028
Gulf Coast Transit District Board of Directors- the City appoints a representative and alternate to serve on the Board of Directors for a term of two (2) years. Must travel to meetings.			
GC Transit Board of Directors	Brian G, Representative		9/30/2028
GC Transit Board of Directors	Wade Johnson, Alternate		9/30/2028
GC Transit Board of Directors	David Kinchen, Proxy		9/30/2028
Houston- Galveston Area Council- General Assembly and Board of Directors- 1 year term. Must travel to meetings.			
Houston- Galveston Area Council	Jason Delgado, Representative		9/30/2027
Houston- Galveston Area Council	Abel Garza, Alternate		9/30/2027

RESOLUTION NO. 2026-065

A RESOLUTION APPOINTING AND/OR REAPPOINTING MEMBERS TO THE VARIOUS CITY BOARDS, COMMISSIONS, AND COMMITTEES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there are vacancies on various city Boards, Commissions, and Committees due to the May 2, 2026, General Election; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the City through its Boards, Commissions, and Committees, it is necessary to appoint or reappoint members to fill these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints or reappoints the individuals named on the attached **Exhibit "A"** to the various Boards, Commissions, and Committees for the terms as stated therein.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of June 2026.

Abel Garza, Jr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 06/17/2026

Authorize signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT)

Submitted For: Community Development, Community Development/ Grant Admin

Submitted By: Community Development
Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and adopt a resolution authorizing designated signatories for contractual documents and documents requesting funds pertaining to the Community Development Block Grant - Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract Numbers 22-085-017-D253, 22-119-003-D373, and 24-065-018-E175.

BACKGROUND (Brief Summary)

The City of Texas City has received Community Development Block Grant – Mitigation (CDBG-MIT) awards to support flood and drainage improvements. When authorized signatories change, the Texas General Land Office (GLO) requires the City to approve a new resolution identifying the updated signatory titles, along with a revised CDBG-MIT Depository/Authorized Signatories Designation Form. These documents are necessary for executing contractual documents and submitting requests for funds associated with the CDBG-MIT awards.

RECOMMENDATION

It is recommended that the Commission approve the updated list of authorized signatory titles as presented in the attached resolution, in compliance with GLO requirements.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

There is no fiscal impact.

Attachments

Sample Resolution

Signatory Authorization Form

Resolution

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBERS 22-085-017-D253, 22-119-003-D373, AND 24-065-018-E175.

WHEREAS, the City of Texas City has received a Community Development Block Grant - Mitigation award to provide Flood & Drainage; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, AS FOLLOWS:

SECTION 1: The Mayor, Director of Community Development, Director of Public Works, and Emergency Manager are authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor, Director of Finance, Director of Community Development, Director of Public Works, Project Administrator, and Grants Accountant are authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, on _____, 2024.

APPROVED:

Mayor

ATTEST:

City Secretary

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Abel Garza Jr.
Name

Mayor
Title

Signature

Jack Haralson
Name

Public Works Director
Title

Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Texas First Bank
Name of Lending Institution

3232 Palmer Highway
Address

Texas City, TX 77590
City, State, Zip Code

City of Texas City	Contract Number:
--------------------	------------------

Joe Tumbleson
<i>Name</i>
Emergency Manager
<i>Title</i>
<i>Signature</i>

Patricia Mata
<i>Name</i>
Community Development Director
<i>Title</i>
<i>Signature</i>

Fund Account Number:

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Abel Garza Jr.
Name

Mayor
Title

Signature

Jack Haralson
Name

Director of Public Works
Title

Signature

Name

Project Administrator
Title

Signature

Name

Grants Accountant
Title

11027896

Patricia Mata

Name

Community Development Director

Title

Signature

Laura Boyd

Name

Interim Director of Finance

Title

Signature

Jason Gravitt

Name

Project Administrator

Title

Signature

Name

Title

Signature

<i>Signature</i>

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

RESOLUTION NO. 2026-066

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBERS 22-085-017-D253, 22-119-003-D373, AND 24-065-018-E175; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City has received a Community Development Block Grant - Mitigation award to provide Flood & Drainage; and

WHEREAS, it is necessary to appoint people to execute contractual documents and documents requesting funds from the Texas General Land Office; and

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.), the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT Depository/ Authorized Signatories Designation Form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: The Mayor, Director of Community Development, Director of Public Works, and Emergency Manager are authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor, Director of Finance, Director of Community Development, Director of Public Works, Project Administrator, and Grants Accountant are authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor is authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND ADOPTED this 17th day of June 2026.

Abel Garza, Jr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG**(7) (d)****Meeting Date:** 06/17/2026

Consider and take action on Resolution No. 2026-067, confirming the Mayor's appointment of Interim Chief of Police and authorizing the Mayor to negotiate and enter into an employment agreement.

Submitted For: Jennifer Price, Human Resources**Submitted By:** Jennifer Price, Human Resources**Department:** Human Resources

Information**ACTION REQUEST**

Consider and take action of Resolution No. 2026-067 confirming the Mayor's appointment of Captain James Patterson to Interim Chief of Police, and authorizing the Mayor to negotiate and enter into an employment agreement during the interim role.

BACKGROUND (Brief Summary)

Mayor Abel Garza has appointed Captain James Patterson to Interim Chief of Police effective May 20, 2026. During the interim assignment, Chief Patterson shall perform all duties, responsibilities, and functions of the Chief of Police as set forth in the City's job description, ordinances, policies, and applicable law. Chief Patterson shall have the authority necessary to carry out the duties of the Chief of Police during the interim period, subject to the direction and supervision of the Mayor.

RECOMMENDATION

It is recommended to confirm the Mayor's appointment of Captain James Patterson to Interim Chief of Police and authorize the Mayor to negotiate and enter into an employment agreement.

Fiscal Impact**Funds Available Y/N:** Y**Amount Requested:****Source of Funds:** FY25/26 Budget**Account #:** 101-201-51010**Fiscal Impact:**

Attachments

Resolution

Oath

RESOLUTION NO. 2026-067

**A RESOLUTION APPOINTING AN INTERIM POLICE CHIEF; AND
PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE
FROM AND AFTER ITS PASSAGE AND ADOPTION.**

WHEREAS, Mayor Abel Garza, Jr. appointed Captain James Patterson to Interim Chief of Police effective May 20, 2026; and

WHEREAS, during the interim assignment, Chief Patterson shall perform all duties, responsibilities, and functions of the Chief of Police as set forth in the City's job description, ordinances, policies, and applicable law. Chief Patterson shall have the authority necessary to carry out the duties of the Chief of Police during the interim period, subject to the direction and supervision of the Mayor; and

WHEREAS, the Mayor is authorized to negotiate and enter into an employment agreement for this position.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF TEXAS CITY, TEXAS:**

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the appointment of James Patterson to Interim Chief of Police and authorizes the Mayor to negotiate and enter into an employment agreement for this position.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of June 2026.

Abel Garza, Jr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, James Patterson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Interim Chief of Police of The City of Texas City, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 17th day of June 2026.

Signature of Person Administering Oath

Rhomari D. Leigh

Printed Name

(Seal)

City Secretary

Title

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 06/17/2026

Amendment to Texas City Local Plumbing Code

Submitted For: Corbin Ballast, Utilities

Submitted By: Dj Hutchinson, Public
Works

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is seeking Commission approval to formally amend local plumbing code in response to TCEQ regulations.

BACKGROUND (Brief Summary)

Texas City's water system, officially registered as Public Water System (PWS) 0840008, underwent a comprehensive regulatory system inspection on March 31 and April 1, 2026. Per the [Texas Commission on Environmental Quality \(TCEQ\)](#) enforcement standards and [Title 30 of the Texas Administrative Code \(30 TAC\) § 290.46\(j\)](#), the city must formally amend its local plumbing code. This amendment codifies precise, mandatory legal language to satisfy state cross-connection control, customer service inspection (CSI), and lead-free material restrictions. (See Exhibit A for the expanded public notice and the finalized ordinance text required for integration into the plumbing code).

RECOMMENDATION

The Utilities Department is recommending the changes to local plumbing code required by TCEQ and State Law.

Fiscal Impact

Funds Available Y/N: NA

Amount Requested: NA

Source of Funds: NA

Account #: NA

Fiscal Impact:

Attachments

Exhibit A

CHAPTER 154: PLUMBING

Section

154.01 State plumbing license law adopted

154.02 Public liability insurance requirements for contractors

154.03 Wet venting

154.04 Prohibited pipe

154.05 International Plumbing Code adopted; conflicting regulations; amendments

§ 154.01 STATE PLUMBING LICENSE LAW ADOPTED.

There is hereby adopted for and by the city the Plumbing License Law of 1947 of the state, codified as Tex. Occupations Code §§ 1301.001 et seq., insofar as it applies to the city. Any plumber covered by the law who performs plumbing services in the city shall have the plumbing license as provided by such law.

(1998 Code, § 22-431) (Ord. 15-42, passed 12-16-2015)

§ 154.02 PUBLIC LIABILITY INSURANCE REQUIREMENTS FOR CONTRACTORS.

Each holder of a master plumbing license in the state shall, as a condition for the issuance of a plumbing permit in the city, furnish a certificate of insurance or other acceptable evidence that the holder has public liability insurance with an insurance company approved by the city insuring in a sum of not less than \$300,000 against personal injury and \$300,000 against property damage.

(1998 Code, § 22-432) (Ord. 95-11, passed 7-5-1995; Ord. 15-42, passed 12-16-2015)

§ 154.03 WET VENTING.

Within the limits of the city, no wet venting shall be allowed. A variance may be issued if there is no feasible alternative to wet venting. Any request for a variance shall be submitted along with two sets of riser diagrams to the Plumbing Appeals and Advisory Board for review and approval or disapproval.

(1998 Code, § 22-433) (Ord. 95-11, passed 7-5-1995; Ord. 15-42, passed 12-16-2015)

§ 154.04 PROHIBITED PIPE.

- (A) Galvanized pipe shall not be used for water piping in the city.*
- (B) Polybutylene (Quest) pipe shall not be used for water piping in the city.*
- (C) No cellcore or foam core pipe shall be used.*

(1998 Code, § 22-434) (Ord. 00-38, passed 7-5-2000; Ord. 15-42, passed 12-16-2015) Penalty, see § 10.99

§ 154.05 INTERNATIONAL PLUMBING CODE ADOPTED; CONFLICTING REGULATIONS; AMENDMENTS.

(A) (1) There is hereby adopted for and by the city a standard code known as the International Plumbing Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

(2) If there is any conflict between the provisions of the plumbing code and the provisions of this code of ordinances or state law, the provisions of this code of ordinances or state law shall preempt and be controlling.

(1998 Code, § 22-451)

(B) The Code adopted by this section is amended as set out in this section:

(1) Section 109, Means of Appeal, is amended as follows:

The term “board of appeals” shall be changed in all references to be “plumbing appeals and advisory board.”

(2) Section 109.2, Membership of Board, is amended to read as follows:

(a) Appointment. There is hereby established a board, appointed by the Mayor and confirmed by the City Commission, to be called the plumbing appeals and advisory board, which shall consist of five members.

(b) Membership. The plumbing appeals and advisory board should consist of five members:

(1) A licensed master plumber who shall have been nominated by the Mayor and whose nomination shall have been confirmed by the City Commission;

(2) A licensed journeyman plumber who shall have been nominated by the Mayor and whose nomination shall have been confirmed by the City Commission;

(3) A building contractor who shall have been nominated by the Mayor and whose nomination shall have been confirmed by the City Commission; and

(4) Two residents of the city, both of whom shall not be employed in the plumbing contracting industry or building industry.

A board member shall not act in a case in which he has a personal or financial interest.

(c) Terms. The terms of office of the Board members shall be two years or until their successors are appointed and qualified. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the Board shall, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

(53) Section 303.3, Plastic Pipe for Drains and Sewers, is added to read as follows:

Plastic pipe and fittings for draining wastes and vents shall be schedule 40 PVC only.

(64) Section 312, Method of Testing, is added to read as follows:

Low pressure (not in excess of 0.5 psi) gas piping shall withstand a pressure of at least ten pounds of air pressure for a period of not less than 15 minutes without showing any drop in pressure. Higher pressure piping must stand a pressure of at least 25 psi for a period of not less than one hour without showing any drop in pressure.

(7) Section 605.2 is modified to read as follows:

Lead content of water supply pipe and fittings: Pipe and pipe fittings, including valves and faucets, utilized in the water supply system shall have not more than 0.25 percent lead content, or solders and flux that contain more than 0.20% lead content. The maximum lead percentages specified are the upper limit for each individual component, and shall not be based on a weighted average surface area of wetted components.

(8) Section 605.2.1 is modified to read as follows:

Lead content of drinking water pipe and fittings: Pipe, pipe fittings, joints, valves, faucets and fixture fittings utilized to supply water for drinking or cooking purposes shall comply with NSF 372 and shall have a lead content of 0.25 percent or less, and solders and flux shall have a lead content of 0.20% or less. The maximum lead percentages specified are the upper limit for each individual component, and shall not be based on a weighted average surface area of wetted components.

(1998 Code, § 22-452) (Ord. 93-52, passed 9-22-1993; Ord. 93-54, passed 9-22-1993; Ord. 95-11, passed 7-5-1995; Ord. 98-1, passed 1-7-1998; Ord. 01-65, passed 1-17-2002; Ord. 04-15, passed 5-19-2004; Ord. 07-48, passed 12-19-2007; Ord. 15-42, passed 12-16-2015; Ord. 2023-42, passed 11-15-2023)

CITY COMMISSION REGULAR MTG**(7) (f)****Meeting Date:** 06/17/2026

Annual contract with the County to inspect grease traps

Submitted For: Corbin Ballast, Utilities**Submitted By:** Dj Hutchinson, Public
Works**Department:** Public Works

Information**ACTION REQUEST**

The Utilities Department is requesting Commission approval of the agreement with Galveston County for grease trap inspections in the amount of \$53,067.00.

BACKGROUND (Brief Summary)

This is an annual contract that the City of Texas City has had in place with Galveston County for the past 13 years for the inspection of grease traps within the City of Texas City. For a detailed explanation of the agreement please see Exhibit A.

RECOMMENDATION

It is the recommendation of the Utilities Department to approve the agreement with Galveston County for the above service.

Fiscal Impact**Funds Available Y/N:** Yes**Amount Requested:** \$53,067.00**Source of Funds:** FY26 Budget**Account #:** 501701 53680**Fiscal Impact:**

Attachments

Exhibit A
Resolution

Contractual Agreement

For the

City of Texas City

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

CITY OF TEXAS CITY §

THIS AGREEMENT is made and entered into by and between the City of Texas City (hereinafter “CITY”), with its principal office at 1801 9th Avenue North, Texas City, Galveston County, Texas 77590 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter “PERFORMING PARTY”), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Galveston County, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract for water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations - Complaint Response**

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regard to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☒ Source Inspections - Publicly Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒ Source Inspections - Grease Traps and Grit Traps

- (1) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease and grit traps associated with Galveston County Health District permitted food and car wash establishments within the jurisdictional boundaries of the DISTRICT. Regularly scheduled inspections of grease and grit traps will be performed in accordance with Attachment A.
- (2) The PERFORMING PARTY will immediately coordinate with the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (3) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ **Sample Local Waterways (Surface Water Sampling)**

- (4) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (5) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (6) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (7) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of

investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to a representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to ensure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

ARTICLE V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principal office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt of their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via first class postage, unless otherwise notified:

Corbin Ballast, Director of Utilities

City of Texas City
P.O. Box 2608
Texas City, Texas 77592-2608

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent first class postage, unless otherwise notified:

Katie Wilson, Manager – Air & Water Pollution

Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

ARTICLE IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and

when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee, or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees, or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2026, and shall continue in full force until September 30, 2027, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF TEXAS CITY

Philip Keiser, MD
Chief Executive Officer

Abel Garza Jr.
Mayor City of Texas City

Date

Date

Attachment A: Contract Pricing

City of Texas City October 1, 2026 – September 30, 2027			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2020 Census	51,898	\$0.47	\$24,392
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	1	\$737	\$737
Source Inspections – Grease/Grit Traps	127	\$134	\$17,018
Surface Water Sampling (collect and lab testing)	6	\$1,820	\$10,920
Total			\$53,067

RESOLUTION NO. 2026-070

A RESOLUTION APPROVING AN AGREEMENT WITH GALVESTON COUNTY FOR GREASE TRAP INSPECTIONS; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, this is an annual contract that the City of Texas City has had in place with Galveston County for the past 13 years for the inspection of grease traps within the City of Texas City; and

WHEREAS, the Utilities Department is requesting Commission approval of the agreement with Galveston County for grease trap inspections in the amount of \$53,067.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: The City Commission approves an agreement with Galveston County for grease trap inspections.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of June 2026.

Abel Garza, Jr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG**(7) (g)****Meeting Date:** 06/17/2026

Authorized representatives for investment pools

Submitted For: Laura Boyd, Finance**Submitted By:** Laura Boyd, Finance**Department:** Finance

Information**ACTION REQUEST**

Approve changing the City's authorized representative for TexStar investment pool and Local Government Investment Cooperative (LOGIC) investment pool.

BACKGROUND (Brief Summary)

The City of Texas City participates in two investment pools for investing excess funds as permitted by the City's Investment Policy. These pools are TexStar and LOGIC. With the change in City administration, the authorized representative must be changed via resolution of the City Commission.

RECOMMENDATION

Approve changing the City's authorized representative for the investment pools to Mayor Abel Garza.

Fiscal Impact**Funds Available Y/N:****Amount Requested:****Source of Funds:****Account #:****Fiscal Impact:**

No fiscal impact

Attachments

TexStar and LOGIC forms
Resolution



AMENDING RESOLUTION

WHEREAS, _____

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

2. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

3. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: _____

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (not listed above) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED _____

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

(Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT-TERM ASSET RESERVE FUND

.....
AUTHORIZED SIGNER

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL
GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, _____
(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution _____ (the "Resolution") entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

1. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

2. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

3. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

4. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: _____

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (*not listed above*) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 20_____.

(NAME OF ENTITY/APPLICANT)

SIGNED BY: _____
(Signature of official)

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

(Printed name and title)

OFFICIAL SEAL OF PARTICIPANT (REQUIRED)

RESOLUTION NO. 2026-071

A RESOLUTION AUTHORIZING THE AMENDMENT TO AUTHORIZED REPRESENTATIVES FOR THE CITY OF TEXAS CITY'S INVESTMENT POOLS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City (the "Government Entity") by authority of the Application for Participation in TexStar (the "Application") has entered into an Interlocal Agreement and has become a participant in the public funds investment pool created under known as TexSTAR Short Term Asset Reserve Fund; and

WHEREAS, the City of Texas City (the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution 2025-074 entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC"); and

WHEREAS, the Resolution designated one or more "Authorized Representatives" within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2: The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

SECTION 3: This document supersedes and replaces the Government Entity's previous designation of officers, officials, or employees of the Government Entity as Authorized Representatives under the Agreement.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of June 2026.

Abel Garza, Jr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 06/17/2026

Nessler Family Aquatics Center Pool Plaster Project

Submitted For: Nicole Best, Recreation and Tourism

Submitted By: Nicole Miller , Recreation and Tourism

Department: Recreation and Tourism

Information

ACTION REQUEST

The Parks, Recreation & Tourism Department requests approval to engage Landmark Aquatics to replaster the Nessler Family Aquatics Center main pool and the slide catch pool. The project scope includes drain inspections, complete pool replastering, coping replacement, tile replacement, and updated depth markers. In addition, the work will encompass necessary repairs to the island's decking.

BACKGROUND (Brief Summary)

The Nessler Family Aquatics Center opened in May 2013 and is now 13 years old. Pool replastering should be completed every 10 to 15 years to maintain the integrity of the facility. Currently, there are visible signs of plaster pitting and cracking, which will continue to worsen over time and may lead to more significant issues such as leaks and safety hazards for patrons. This work is part of the routine maintenance required to ensure the facility can continue operating safely and effectively.

RECOMMENDATION

The Parks, Recreation & Tourism Department recommends that the City Commission approve engaging Landmark Aquatics (Buy Board Contract No. 801-26) to complete the replaster project at the Nessler Family Aquatics Center for a total of \$258,926.00.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$258,926.00

Source of Funds: FY26 CIP Budget

Account #: 801-401-55650

Fiscal Impact:

This is approved in the FY26 CIP Budget

Attachments

Landmark Aquatic Proposal_Nessler Parks Updates_6.2.26
Resolution

GENERAL PROPOSAL

Customer: City of Texas City - Nessler Park
Date: 3/3/2026
Project: Nessler Park Updates
Location: 1700 5th Ave N, Texas City, TX 77590, United States
Proposal #: 00006117
Expiration: 7/31/2026

SCOPE OF WORK

BUY BOARD #801-26

NESSLER PARK POOL UPDATES

PLASTER

Includes the pool and slide catch pool

- Drain pool
- Complete removal of plaster down to concrete shell
- Install toe/seat tile
- Inspect main drains, if replacement needed quote will be provided
 - repair anchor points
- Clean and prep surface for new quartz plaster.
- Install of new plaster across entire pool
- Fill Pool
- Clean (brush and vacuum) and balance chemicals for 1 week.
- Dumpster for disposal of plaster included.
- Chemicals to balance included
- 5 Year warranty against delamination only

Approximate Timeline: 2-3 weeks

TILE REPLACEMENT

SLIDE CATCH POOL

- Remove and replace approximately 125 linear feet of water line tile
 - includes depth markers
- Re-tile Skimmers
- Replace deck markers and no diving markers
 - requires us to sawcut due to decking not being done at this time

RIVER/ISLAND POOL

- Remove and replace approximately 800 linear feet of water line tile

- includes depth markers
- Re-tile Skimmers
- Replace deck markers and no diving markers
 - requires us to sawcut due to decking not being done at this time

COPING REPLACEMENT

SLIDE CATCH POOL

- Remove and replace approximately 125 linear feet of coping
- Install mastic between coping and decking

RIVER/ISLAND POOL

- Remove and replace approximately 500 linear feet of coping
- Install mastic between coping and decking

ISLAND DECKING REPAIRS

- Repair cracks/rust spots on island decking
 - cannot guarantee rust spots will not return
- Apply Texture

Re-texturing of zero depth entry not included.

EXCLUSIONS

- **ELECTRICAL EXCLUSION:** All necessary line voltage electrical work and materials required to complete installation and facilitate the proper operation of the above-listed equipment and/or system are hereby excluded from this proposal. Acceptance of this proposal indicates agreement by the Owner to provide such excluded work and materials, at the Owner's expense, to facilitate a properly functional system.
- **BONDING:** Bonding is required by the National Electrical Code (NEC 680-22). Installation quote assumes, if applicable, existing anchor is bonded and a usable bonding point is available. If a bonding point is not present, the owner is responsible, at their cost, for providing an electrician to ensure proper bonding of items is accomplished.
- **EXISTING ANCHORS:** Installation quote is based on the existing anchor(s) being solid and usable for the new application. If existing anchor is deemed unusable, additional labor and material cost will be quoted before installation can be completed.
- **FREIGHT/SHIPPING CHARGES:** Freight and/or shipping charges are estimated and may increase based on the actual cost of such. Actual shipping charge(s) will be reflected on the invoice.
- **BONDS AND/OR PERMITTING:** Bonds or permitting fees are not included unless requested.:
- **Zero Depth Entry:** Re-texturing of entry area not included

BASE BID PRICING

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
1.00	CI-001	River Tile/Depth Markers	\$45,967.00	\$45,967.00
1.00	CI-001	Pool Resurfacing-Quartz	\$134,421.00	\$134,421.00
1.00	CI-001	River Coping	\$36,788.00	\$36,788.00

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
1.00	CI-001	Slide Pool Tile	\$12,123.00	\$12,123.00
1.00	CI-001	Slide Coping	\$9,389.00	\$9,389.00
1.00	CI-001	Island Deck Repairs-NOT TO EXCEED	\$6,350.00	\$6,350.00
1.00	CI-001	Island Deck Texture	\$7,936.00	\$7,936.00
1.00	CI-001	Mastic	\$5,952.00	\$5,952.00

Subtotal	\$258,926.00
Tax (if required)	
Total	\$258,926.00

We look forward to the opportunity of working with you. Please do not hesitate to contact me with any questions.

Best Regards,

Stephanie Manoogian
Sales Representative
2512 Farrell Road
Houston, TX 77075
Direct: (281) 982-0212
Email: smanoogian@landmarkaquatic.com

ACCEPTANCE

Purchase Order Number (Optional) _____

By signing below, Purchaser acknowledges and accepts the terms and conditions in this Agreement. This Agreement shall be effective upon signature of both parties.

Landmark Aquatic: Stephanie Manoogian	City of Texas City - Nessler Park
By: _____ (Signature of Landmark Representative)	By: _____ (Signature of Authorized Individual)
Name: _____	Name: _____
Email: smanoogian@landmarkaquatic.com	Email: mfavalora@texascitytx.gov
Date Submitted: _____	Date Submitted: _____

GENERAL TERMS AND CONDITIONS

1. Entire Agreement. This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

2. Separate Transactions. All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

3. Product Returns. No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

4. Warranties. 4.1 Subject to Clauses

4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.

4.2 Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose.

4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.

4.4 The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PUPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

5. Claims. No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

6. Limitation of Liability: Limitation of Damages: Remedies. BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYERS SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT

OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PUPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

7. Safety. 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, it's or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.

7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on seller Groups acts or omissions.

8. Buyer. Buyer accepts full responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller Group harmless from and against any and all claims, losses, damages, or expenses arising from Buyer's handling, use, storage, or disposal of any container or its contents.

9. Delivery. 9.1 Unless otherwise agreed in writing by Seller (a) all prices are not, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer.

9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered.

9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time.

9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for efficient unloading of Products.

9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyers location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer.

9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUPS ACT OR OMISSIONS.

10. Demurrage and Buyer's Delay. If the delivery of Products is delayed or prevented by circumstances caused by Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products.

11. Revision of Price. Seller shall have the right to revise the price of any Product by written notice made by (I) email, (II) regular first class mail, or (III) facsimile transmission to Buyer. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this Agreement upon fifteen (15) days prior written notice to Buyer. Without limiting the generality of the foregoing, Seller may adjust the price of any imported product at any time after order acceptance to the extent necessary to account for changes in applicable foreign exchange rates or any changes in customs duties or other governmental imposts.

12. Payment, Price and Non-Price Charges; Credits. 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors.

12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use of the Product. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any government (federal, state, provincial or local) upon, or measured by, the production, sale, transportation or use of, any Product sold hereunder.

12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.

12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-Price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time to time. Non-Price charges are not subject to provisions of paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date.

12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

13. Force Majeure; Allocation of Product. 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof.

13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

14. Shipping Methods and Schedules. Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Seller may invoice Buyer for such Product and hold it at Buyer's sole risk and expense pending instructions from Buyer.

15. General Provisions, 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Any dispute, controversy, or claim arising out of or related in any way to this Agreement and/or any sale and purchase or use of Products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds \$250,000, and in such case the arbitration shall take place before a panel of three (3) arbitrators, each of whom shall have experience with and knowledge of the chemical distribution industry. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be in English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by the Agreement, or any injunctive or any other equitable relief. Each party shall bear its own costs relating to the arbitration proceedings irrespective of the outcome. This section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to the Agreement, other than sections 15.12 and 15.14. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including, without limitation, article 35(2) thereof.

15.4 Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

15.5 The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

15.6 If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

15.7 All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments, including, without limitation, any price increases, will apply to orders placed by Buyer after the due date of the notice.

15.9 If buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby.

15.10 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.11 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.12 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

15.13 The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

15.14 The terms of this Agreement are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.

15.15 This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

15.16 This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

16. Price Adjustments Due to Delays or Unforeseen Circumstances. Landmark Aquatic reserves the right to adjust pricing if project commencement or completion is delayed due to circumstances beyond our control, including but not limited to unforeseen site conditions, regulatory changes, supply chain disruptions, force majeure events, customer-requested delays, or other extraordinary events that materially impact costs. Any such adjustments will be communicated in writing and shall be reasonably determined based on the increased costs incurred.

RESOLUTION NO. 2026-068

A RESOLUTION CONCURRING IN THE RECOMMENDATION FOR AWARD OF CONTRACT TO REPLASTER THE NESSLER FAMILY AQUATICS CENTER MAIN POOL AND THE SLIDE CATCH POOL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Nessler Family Aquatics Center opened in May 2013 and is now 13 years old. Pool replastering should be completed every 10 to 15 years to maintain the integrity of the facility; and

WHEREAS, there are visible signs of plaster pitting and cracking, which will continue to worsen over time and may lead to more significant issues such as leaks and safety hazards for patrons; and

WHEREAS, it is the recommendation of the Parks, Recreation & Tourism Department to award this contract to Landmark Aquatics (Buy Board Contract No. 801-26).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the successful responsible bidder to replaster the Nessler Family Aquatics Center main pool and the slide catch pool was Landmark Aquatics.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Landmark Aquatics to replaster the Nessler Family Aquatics Center main pool and the slide catch pool, for the bid amount of \$258,9269.00, as shown on the attached **Exhibit "A"**.

SECTION 3: That the Mayor is hereby authorized to approve change orders, not to exceed 25% (twenty-five percent) of the contract amount, without bringing the matter before the Commission.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of June 2026.

Abel Garza, Jr., Mayor
City of Texas City, Texas

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney