

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 1, 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) Proclamation in commemoration of the 250th anniversary of July 4th
- (5) REPORTS
 - (a) Texas City Museum (Recreation and Tourism)
- (6) PUBLIC HEARING
 - (a) Community Development Block Grant (CDBG) 2026 Annual Action Plan - 2nd Public Hearing
- (7) PUBLIC COMMENTS
- (8) CONSENT AGENDA
 - (a) Approve City Commission Minutes for June 17, 2026, meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2026-072, authorizing the renewal of the Solid-Waste Landfill contract with Republic Service for a five-year term. (Public Works)
- (c) Consider and take action on Resolution No. 2026-073, authorizing designated signatories for contractual documents and documents requesting funds pertaining to the Community Development Block Grant - Mitigation (CDBG-MIT) Resilient Communities Program through the General Land Office (GLO) State Contract Number 22-130-075-E800. (Community Development)
- (d) Consider and take action on Resolution No. 2026-074, authorizing the City to enter into a contract with Generocity Services, Inc. for renovation and repair of the LPG live-fire training prop system located at the Texas City Fire Department Training Center. (Fire)

(9) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2026-18, amending the City of Texas City's 2025-2026 budget to allocate additional funding needed for the Moses Lake Stormwater Pump Station project. (Finance)
- (b) Consider and take action on Resolution No. 2026-075, approval to enter into a contract with Carlson McClain Construction Company, LLC, in the amount of \$12,204,652.80 for the construction of the Moses Lake Storm Water Pump Station project. (Public Works)
- (c) Consider and take action on Ordinance No. 2026-X19, amending the Texas City Local Plumbing Code to reflect changes required by TCEQ and State Law. (Public Works-Utilities)
- (d) Consider and take action on Resolution No. 2026-076, authorizing the City of Texas City to enter into an amended contract with Gulf Coast Water Authority for the continued purchase of water. (Public Works)
- (e) Consider and take action on Ordinance No. 2026-20, amending Ordinance No. 2025-14 Commission Rules of Procedure/Order of Business, Section 7: Public Comments. (Item submitted by Commissioner At-Large Brian Goetchius and Commissioner District 3 Chris Sharp.)
- (f) Consider and take action on Ordinance No. 2026-21, amending the City of Texas City's fiscal year 2025-2026 budget pertaining to Texas City Economic Development Corporation (TCEDC) demolition account.
- (g) Consider and take action on Ordinance No. 2026-22, amending the City of Texas City's fiscal year 2025-2026 budget pertaining to Texas City Economic Development Corporation (TCEDC) sales tax reimbursement agreements. (Finance)
- (h) Consider and take action on Ordinance No. 2026-23, amending the City of Texas City's fiscal year 2025-2026 budget for multiple departments, multiple accounts. (Finance)

- (i) Consider and take action on Ordinance No. 2026-24, ratifying budget adjustments made to the City of Texas City's 2025-2026 fiscal year budget prior to July 1, 2026. (Finance)

(10) COMMISSIONERS' COMMENTS

(11) MAYOR'S COMMENTS

(12) 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 25, 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

(5) (a)

Meeting Date: 07/01/2026

Texas City Museum (Recreation and Tourism)

Submitted For: Shelby Rodwell, Recreation and Tourism

Submitted By: Rhomari Leigh, City Secretary

Department: Texas City Museum

Information

ACTION REQUEST

Texas City Museum (Recreation and Tourism)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

Texas City Museum

Presented by Shelby Rodwell
Museum Curator
Department of Parks, Recreation and
Tourism

City Commission Meeting
July 1, 2026
5:00PM



Texas City
EST. 1911

Texas City Museum



Texas City
EST. 1911



Center of Texas City culture,
history,
and education through:

- Preservation
- Rotating Exhibits
- Events/Programming
- Research
- Tours/Presentations



Programs and Events



Texas City
EST. 1911



Past/Current Programs:

- Adaptive Recreation
- Letters to Space
- History Round Up
- Craft Days
- Earth Day Recycle
- Pilates

Upcoming

- Artifact Still Life Painting
- Crochet with Karalyn
- Tuesday Talks



Permanent



GCMRRC
Model train
display

Dahlgren
Cannon

Early Texas
City

First Aero
Squadron

Charles
Brown

Texas City
Schools

1947
Disaster

And
more!

Temporary



Texas City
EST. 1911

So far this year:

- Holiday Treasures: Toys of the 20th Century
- Sound of History: Black Musicians in Texas City
- 1947 Disaster
- Wrangling Freedom:
Legacy of the 1867 Settlement

Upcoming:

- Texas City Then and Now (July-August)
- The Declaration of Independence and the Pursuit of Equality (July-August)
- Quilt Exhibit (September-October)
- Holiday Treasures (December-January)



Additional Properties



1867 Settlement District:

- Bell House

Heritage Square Park:

- Davison Home
- Engineer's
Cottage
- Moore Home



Texas City
EST. 1911

Daily

Admission

Daily Admission	Fee
Adult	\$7
Senior (60+)/Military/College	\$5
Student 7-17	\$4
Child 0-6	No Charge
Tour Group (10+ visitors)	\$5
School Group	No Charge
Add on Historic Homes	\$1 per
Heritage Square	Fee
Adult	\$2
Child	\$1



Texas City
EST. 1911



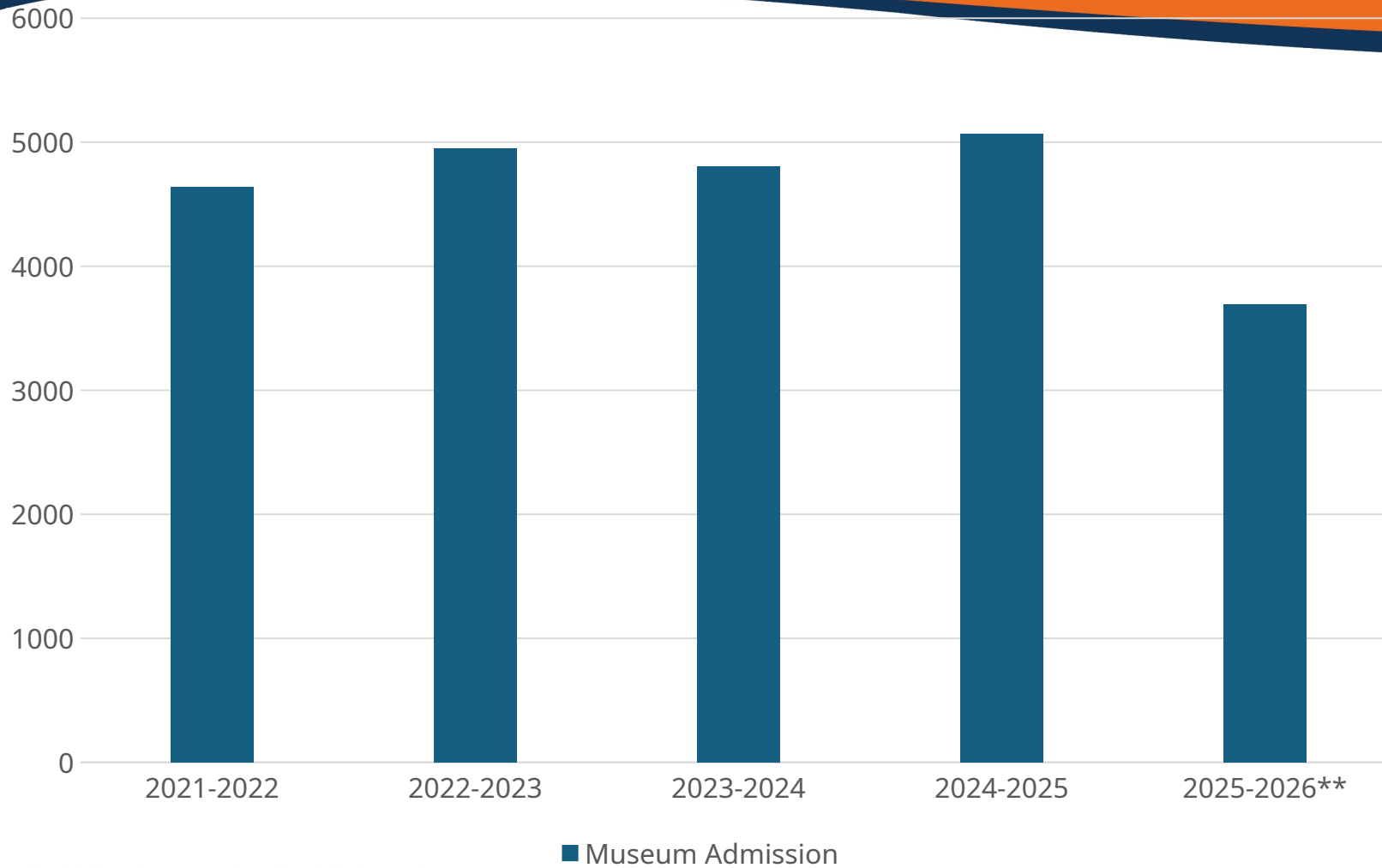
Annual Membership

Annual Memberships	Fee
1 Adult	\$35.00
1 Senior (60+)/Military/College Student	\$25.00
2 Adults	\$45.00
2 Senior (60+)/Military/College Student	\$35.00
Family (4 people)	\$75.00
Family Plus (6 people)	\$125.00
Corporate (employee with ID)	\$1500.00



Texas City
EST. 1911

Attendance 5-year



**Up to June 18, 2026

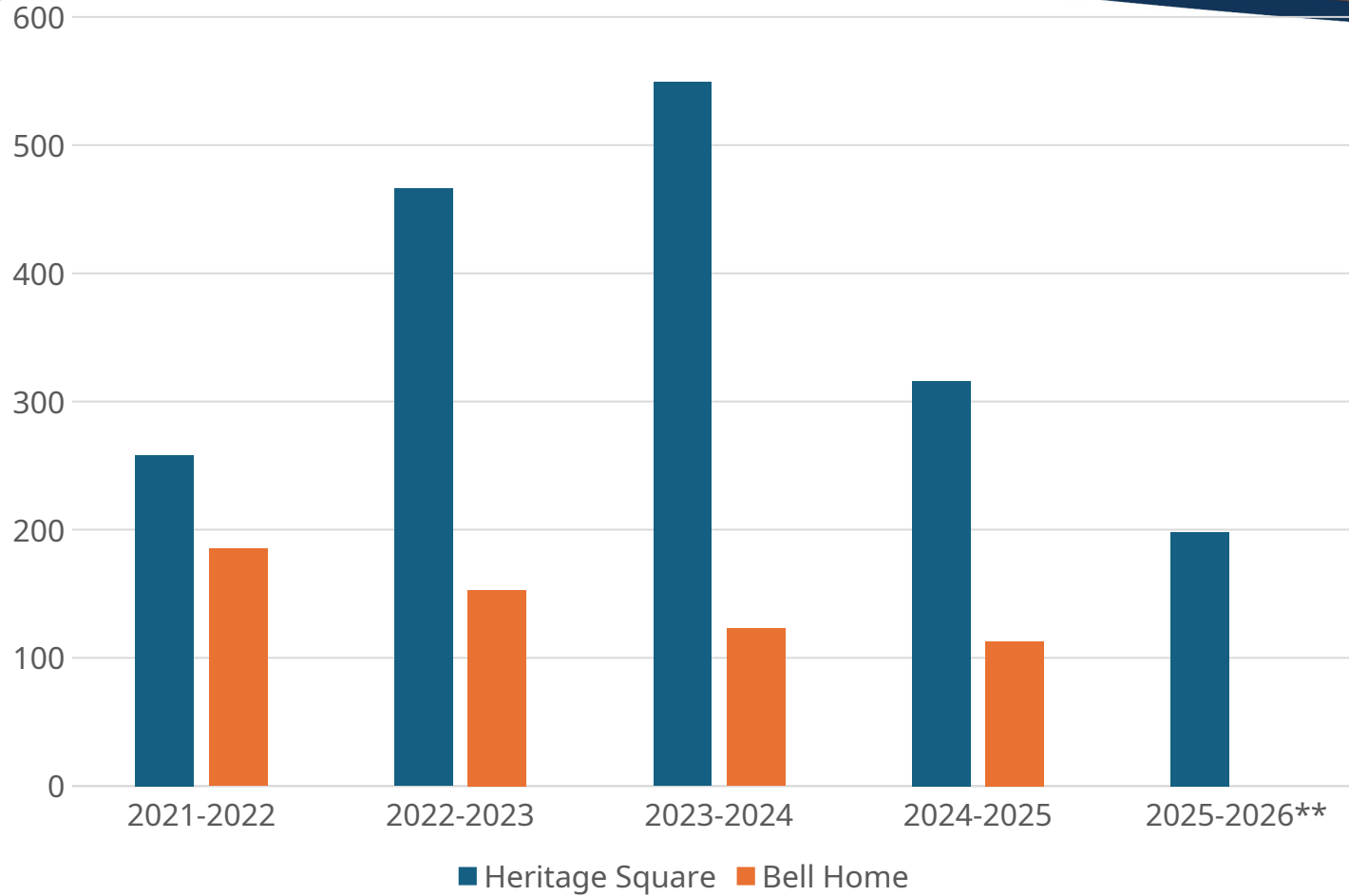


Texas City
EST. 1911

Homes Attendance 5-year



Texas City
EST. 1911



**Up to June 18, 2026.



Texas City
EST. 1911

Thank
You

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 07/01/2026

PY 26 CDBG Annual Action Plan 2nd Public Hearing

Submitted For: Patricia Mata, Community Development/ Grant Admin

Submitted By: Patricia Mata, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Conduct the 2nd public hearing to receive citizen input and comments regarding community development, housing, public service, infrastructure, and neighborhood improvement needs for inclusion in the Program Year (PY) 2026 Community Development Block Grant (CDBG) Annual Action Plan.

BACKGROUND (Brief Summary)

The City of Texas City is an entitlement recipient of funding through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a condition of receiving these federal funds, the City is required to prepare and submit an Annual Action Plan that identifies proposed activities and funding priorities for the upcoming program year and demonstrates how those activities will advance the goals and objectives established in the City's 2025–2029 Five-Year Consolidated Plan.

The PY 2026 Annual Action Plan outlines the City's proposed use of CDBG resources to address identified community needs, including housing preservation, neighborhood and public facility improvements, public services, and programs that benefit low- and moderate-income residents. The Plan serves as the City's annual implementation strategy for achieving the priorities established in the Consolidated Plan while responding to current and emerging community needs.

In accordance with HUD regulations and the City's Citizen Participation Plan, the City must provide opportunities for public involvement during the development of the Annual Action Plan. This includes conducting at least two public hearings and providing a 30-day public comment period prior to submission of the Plan to HUD. Public input received through this hearing will help staff identify community priorities and develop funding recommendations for inclusion in the draft PY 2026 Annual Action Plan.

The completed PY 2026 Annual Action Plan is scheduled for submission to HUD on or before August 15, 2026.

RECOMMENDATION

Staff recommends that the City Commission conduct the public hearing in accordance with HUD requirements and the City's Citizen Participation Plan to provide residents, community stakeholders, nonprofit organizations, and other interested parties an opportunity to identify community needs and offer input on priorities for the PY 2026 Annual Action Plan.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

There is no fiscal impact associated with conducting this public hearing.

Attachments

Public Comment Card

Cover Sheet

AAP Info Graphic

PY 26 AAP Draft



Community Development Block Grant (CDBG)
Annual Action Plan for PY 2026
PUBLIC COMMENT CARD

Name (*optional*): _____

Organization (*optional*): _____

Phone Number (*optional*): _____

Email (*optional*): _____

Comments: _____

TO SUBMIT YOUR COMMENT(S) TO COMMUNITY DEVELOPMENT:

By email:

Take a photo or scan the completed form and send to:

CommunityDevelopment@texascitytx.gov

For more information or any questions, please contact Community Development
(409) 643-5730 | communitydevelopment@texascitytx.gov



In person:

Drop off this completed form to our office at
City Hall Annex
928 5th Ave. N.
Texas City, TX 77590

For more information or any questions, please contact Community Development
(409) 643-5730 | communitydevelopment@texascitytx.gov



ANNUAL ACTION PLAN

Program Year 2026

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG Entitlement Grant

Federal funding source that can be used for a variety of activities targeted towards low- to moderate-income individuals, households, and neighborhoods (80% Area Median Income and below).

1

HUD Allocation Notification
HUD agency notifies Certifying Official of allocation.
PY 26/FY 27 \$475,757.00

2

Planning
Approved Consolidated Plan 2025-2029. Create an Annual Action plan for every program year, establishing clear timelines, goals, and defined projects based on priorities in the Con Plan.

3

Consultations
Meetings with internal staff and external agencies, identify needs, issues, and preventing duplication efforts.

4

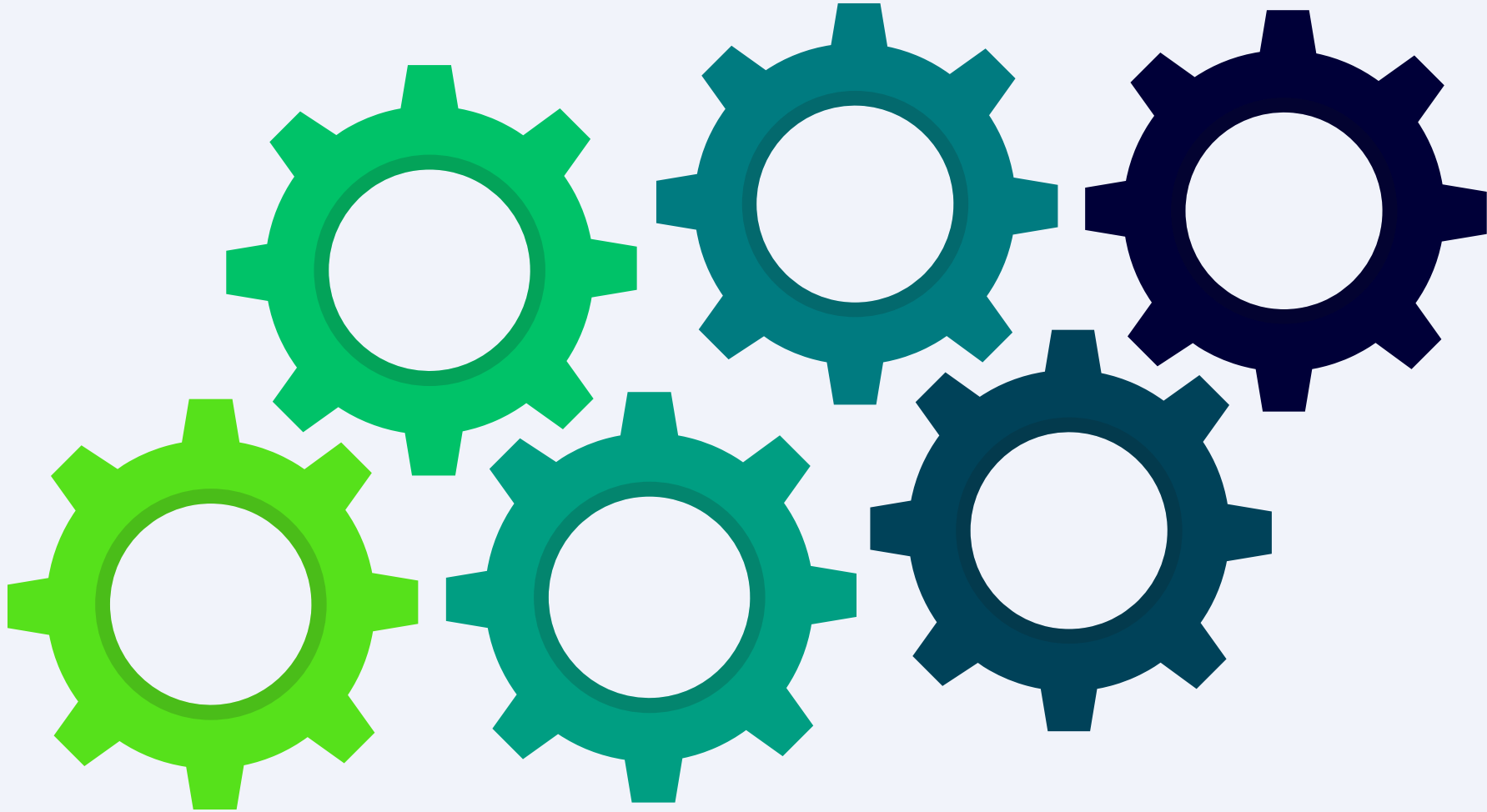
Citizen Participation
Engage the community for input, insight, and alternative strategies.
Required to hold two (2) public hearings and open a 30-day comment period.

5

Gather Feedback
Edit the Annual Action Plan Draft to incorporate changes. Add comments received. Submit AAP by August 16, 2026.

6

Implementation
The program year begins October 1, 2026, and ends September 30, 2027.



PY26 Core Projects

Integrated Community Services & Assistance Programs

~~\$71,363.55~~ **\$70,000**

Funding will support nonprofit grant activities, Navigation Day services, legal assistance, and mental health services provided at Sanders Community Center, Nessler Center, and Moore Memorial Public Library. Funding will support nonprofit grant activities, homeless prevention (Navigation Day) activity, youth services, mental & health services legal assistance, senior services, transportation services, housing services, services for victims, and food banks at eligible LMI/LMA locations.

Administration & Program Delivery

~~\$95,151.40~~ **\$80,000**

Funding will include software systems, professional services, legal notices and postings, staff training, and fair housing activities.

Neighborhood & Public Facilities Improvements

~~\$69,242.05~~ **\$85,757**

Park improvements may include upgrades to recreational amenities, accessibility improvements, lighting, seating, landscaping, and other public facility enhancements intended to increase usability and community access.

Housing Rehabilitation: \$240,000

The program is intended to preserve the existing affordable housing stock and assist 12 low- and moderate-income homeowners in maintaining safe and habitable living conditions.

CDBG Public Hearing & Comment Period

▶ **Legal Notice**

Publisher: Galveston Daily News
Dates Published: 5/17/2026 & 5/24/2026

▶ **Comment Period**

The 30 Day Comment Period began June 1, 2026, and ends July 1, 2026.

▶ **1st Public Hearing**

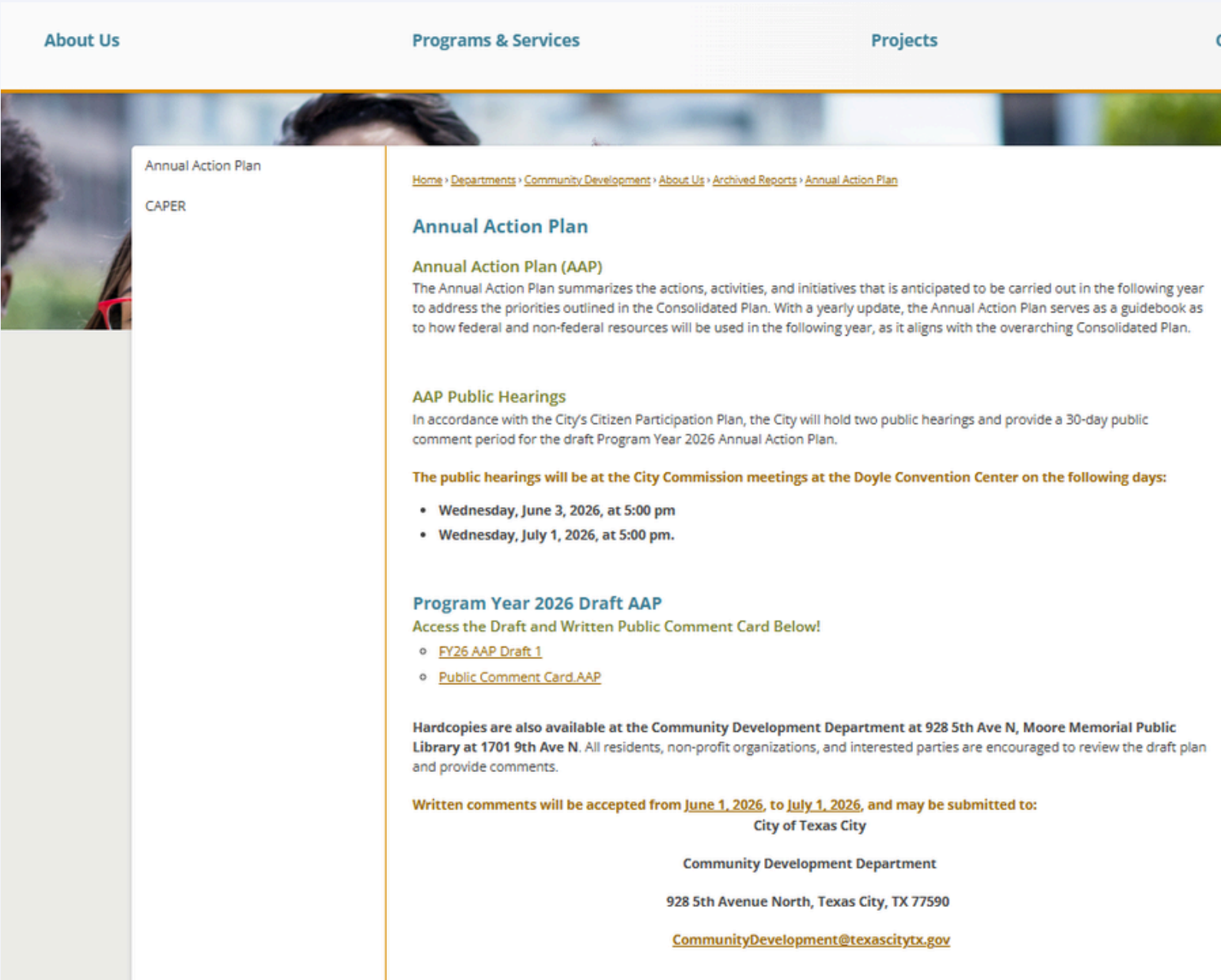
Wednesday, June 3, 2026, at 5 p.m.
Doyle Convention Center
2010 5th Ave. N.
Texas City, TX 77590

▶ **2nd Public Hearing**

Wednesday, July 1, 2026, at 5 p.m.
Doyle Convention Center
2010 5th Ave. N.
Texas City, TX 77590

▶ **Annual Action Plan**

The final version is submitted to HUD for approval before the August 16th deadline.



TO SUBMIT YOUR COMMENT(S) TO COMMUNITY DEVELOPMENT:

By email:

Take a photo or scan the completed form and send to:
CommunityDevelopment@texascitytx.gov

In person:

Drop off this completed form to our office at
City Hall Annex
928 5th Ave. N.
Texas City, TX 77590

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The PY 2026 Annual Action Plan outlines the City's proposed use of Community Development Block Grant (CDBG) funds in alignment with the priorities and objectives established in the 2025–2029 Consolidated Plan. The PY 2026 allocation is \$475,757.00. The allocation will be distributed among the proposed activities, which are designed to address identified community needs through investments in public services, housing rehabilitation, public infrastructure, and program administration. Consistent with the goals of the Consolidated Plan, the City will focus on improving the quality of life for low- and moderate-income residents by expanding access to essential services, supporting safe and suitable housing, promoting community development, and strengthening public facilities and infrastructure.

The Annual Action Plan identifies activities that are expected to provide measurable community benefit while meeting applicable HUD national objectives and regulatory requirements. Funding allocations have been developed in accordance with CDBG program expenditure limitations, including the statutory caps for public services, administration and planning activities.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The PY 2026 Annual Action Plan supports the City's strategic objectives of providing decent housing, creating suitable living environments, and expanding economic and community opportunities for low- and moderate-income persons. Proposed activities are intended to produce both immediate and long-term community impacts through coordinated public service delivery, housing investment, infrastructure improvements, and program oversight.

City of Texas City Public Services \$70,000.00

Public service activities, funded within the allowable 15 percent cap, are intended to strengthen community support systems and improve access to critical services for vulnerable populations. Funding will support nonprofit grant activities, homeless prevention (Navigation Day) activity, youth services, mental & health services, legal assistance, senior services, transportation services, housing services, services for victims, and food banks at eligible LMI/LMA locations.

These activities are expected to:

- Increase access to supportive services for low- and moderate-income residents;
- Improve access to legal guidance, mental health resources, and service navigation assistance;
- Support community stability and individual well-being; and
- Enhance coordination between community organizations and residents in need of services.

Neighborhood and Public Facilities Improvements \$85,757

Public facilities and infrastructure funding will support broadband extension improvements, neighborhood wayfinding signage, park improvements, and beautification activities within eligible low- and moderate-income areas. Planned improvements are intended to enhance community connectivity, improve neighborhood identity, increase accessibility to public spaces and resources, and promote safer environments for residents.

Park improvements may include upgrades to recreational amenities, accessibility improvements, lighting, seating, landscaping, and other public facility enhancements intended to increase usability and community access. Beautification activities may include enhancements to streetscapes, parks, public spaces, landscaping, and related community appearance improvements that contribute to neighborhood revitalization efforts.

Expected outcomes include:

- Expanded broadband accessibility for residents and communities;
- Improved public infrastructure and neighborhood connectivity;
- Enhanced accessibility and navigation through the installation of wayfinding signage;
- Improved public parks and recreational amenities serving low- and moderate-income neighborhoods

Housing Rehabilitation \$240,000

The housing rehabilitation program will provide funding for the rehabilitation of approximately ten owner-occupied homes, with an estimated investment of \$20,000 per home. The program is intended to preserve the existing affordable housing stock and assist low- and moderate-income homeowners in maintaining safe and habitable living conditions.

Expected outcomes:

- Improvement of housing quality and safety conditions;
- Preservation of affordable owner-occupied housing;
- Reduction of health and safety hazards within assisted homes; and
- Increased housing stability for eligible households.

Administration and Planning \$ 80,000.00

Administration and planning activities, funded within the allowable 20 percent cap, will support effective management, oversight, and compliance of the CDBG program. Funding will include software systems, professional services, legal notices and postings, staff training, and fair housing activities.

These activities are expected to ensure compliance with HUD regulations and federal requirements, support staff professional development, and promote fair housing awareness and equal access to housing opportunities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City's PY 2026 Annual Action Plan was developed based on identified community priorities, ongoing needs assessments through consultation with multidisciplinary organizations, the accomplishments and performance outcomes documented in the Texas City 2024 Consolidated Annual Performance and Evaluation Report (CAPER), and on going programing for PY 2025. The 2024 CAPER demonstrated continued demand for housing assistance, public services, and community-based support activities serving low- and moderate-income residents throughout the City.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Ongoing process. Comments collected voiced concerns over the visibility of the program. The recommendations and concerns were not regarding the proposed core projects and goals.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The PY 2026 Annual Action Plan outlines the City's strategy for utilizing Community Development Block Grant (CDBG) resources to address priority community development, housing, public service, and infrastructure needs identified through citizen participation, stakeholder consultation, and ongoing assessment of community conditions. The Plan supports activities that primarily benefit low- and moderate-income residents, improve neighborhood conditions, expand economic opportunities, and strengthen partnerships among public, private, and nonprofit organizations. Through targeted investments and coordinated service delivery, the City seeks to enhance quality of life, promote housing stability, and address the needs of vulnerable populations.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		TEXAS CITY	
CDBG Administrator	TEXAS CITY	Community Development & Grants Administration	
HOPWA Administrator			
HOME Administrator			
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative (optional)

The City of Texas City's Community Development Department is the lead agency for the preparation of the Annual Action Plan and the administration of the CDBG program.

Consolidated Plan Public Contact Information

Attn: Community Development Director
Address: 928 5th Avenue North, Texas City, TX 77590
Phone: (409) 643-5731
Email: communitydevelopment@texascitytx.gov
Website: <https://www.texascitytx.gov>

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Texas City Community Development Department has continued to strengthen collaborative partnerships and engage with a broad network of agencies, organizations, and community stakeholders while expanding its participation in regional coalitions and coordinated service efforts. In preparation for the PY 2026 Annual Action Plan, the City conducted comprehensive citizen participation activities that included stakeholder working group meetings, interviews with City staff, outreach to residents of the Texas City Housing Authority, and consultation with health, mental health, and social service providers. Consistent with the City's citizen participation process, at least two public meetings are conducted annually during the development of the Annual Action Plan. Input and recommendations received from residents, civic organizations, public agencies, service providers, and community stakeholders played a significant role in shaping the priorities, strategies, and funding recommendations included in the PY 2026 Annual Action Plan. Coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies provides insight into services and practices currently in place, identifies gaps in services, and prevents duplication of services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The Texas City Community Development Department actively partners with local organizations to enhance services for residents, including those experiencing homelessness. Key collaborations include:

- **Gulf Coast Center:** The Department works closely with this organization to identify and address the specific needs of homeless individuals and families within Texas City. This includes a focus on chronically homeless individuals, families with children, veterans, and unaccompanied youth. The Coordinated Entry system plays a vital role in this collaboration, streamlining the referral process and ensuring efficient access to appropriate housing and support services as the county's local Continuum of Care.
- **Texas City Housing Authority:** The Department works with the Texas City Housing Authority to identify the needs and potential solutions to provide affordable housing for low and moderate-income residents. The two organizations exchange data, refer clients, and find ways to align goals to improve access to stable and secure housing for LMI residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Texas City Community Development Department is committed to addressing homelessness in the city through active collaboration with the Gulf Coast Center and Texas Homeless Network. The coalition meets regularly to discuss and develop strategies to address the needs of unsheltered and sheltered neighbors. Texas City has an Assessor who is authorized to conduct a Coordinated Entry assessment and use the HMIS system to refer homeless individuals to available services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Craving For A Change
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Craving for a Change staff met to discuss the needs of the agency's low-income clients and identified gaps in mental health services for youth and adults in the City of Texas City. Areas of improver coordination were in mental health promotion, especially in strengthening public service projects and activities in the next Program Year.
2	Agency/Group/Organization	Endeavors Inc
	Agency/Group/Organization Type	Services-homeless Services-Health Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Endeavors staff met to discuss services provided, opportunities for partnerships, and strategies for homelessness prevention among veterans and LMI residents. It is anticipated that the two organizations will continue to exchange strategies and resources to prevent homelessness and promote Fair Housing especially among underserved residents in the upcoming Program Year.

3	Agency/Group/Organization	The Gulf Coast Center
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Gulf Coast Center staff met as a local Continuum of Care consultation, specifically regarding the homelessness prevention strategy, current needs and gaps, trends leading to homelessness, and circumstances leading to homelessness for clientele. It is anticipated that from this, the Community Development department will strengthen anti-homelessness strategies and initiatives.
4	Agency/Group/Organization	Texas City Economic Development Corporation
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Economic Development staff met to align needs and priorities of both departments to boost neighborhood revitalization and beautification efforts to promote business low-to-moderate income areas. It is anticipated that the two organizations will continue to discuss strategies to improve the economic prosperity and promote low-to-moderate income areas and business owners in Texas City.

5	Agency/Group/Organization	Everybody's Place
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Everybody's Place staff met to address needs for families fleeing domestic violence and for unaccompanied youth experiencing homelessness. It is anticipated that the two organizations will exchange information to develop initiatives and programming to improve the lives of these populations, who are often low-to-moderate income.
6	Agency/Group/Organization	Moore Memorial Public Library
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Moore Memorial Public Library staff met to discuss the centrality of the library for many low-to-moderate income residents and initiatives that could support these populations. It is anticipated that the two departments will partner to develop sustainable programming and services aimed at improving LMI residents' access to broadband, accessibility, mental health services, legal services, and more.
7	Agency/Group/Organization	City of Texas City, Dept. of Emergency Management
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Emergency Management for LMI residents
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Emergency Management staff met to discuss potential initiatives to aid in emergencies and the effect of emergencies on homeless populations. It is anticipated that the two departments will exchange information to develop initiatives and programming to improve the lives of these populations.
8	Agency/Group/Organization	Dept. of Recreation & Tourism
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Recreation & Tourism staff met to address needs for LMI youth and families and seniors in Texas City. It is anticipated that the two departments will partner to develop initiatives aimed at beautification of LMAs and improving LMI residents' access to wellness, accessibility, mental health services, and more.
9	Agency/Group/Organization	City of Texas City - Information Technology Department
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Information and Technology staff met to address the needs of narrowing the digital divide for LMI and homeless Texas City residents. It is anticipated that the two departments will partner to further discuss and develop services aimed at increasing access to broadband internet in LMAs.
10	Agency/Group/Organization	Texas City Public Works Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Management of public streets, land, and water
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development staff and Public Works staff met to address the public improvements and infrastructure gaps in LMAs. It is anticipated that the two departments will partner to create projects that improve the public infrastructure in LMAs around Texas City.

11	Agency/Group/Organization	Texas City Housing Authority
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Development Department and the TCHA Executive Director discussed current disparities in housing and initiatives from the two organizations that promote homeownership among LMI residents. It is anticipated that the two organizations will continue sharing and exchanging needs, trends, and data regarding housing services.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	The strategic plan submitted by the City is in direct connection with the Texas Homeless Network, whereby the City acts as a conduit as a referral service to the services and homeless programs that the Network currently has in place.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Texas City Citizen Participation Plan requires two public hearings for the Annual Action Plan. The first hearing for the PY 26 Action Plan will be held on June 3, 2026, as part of the City Commission meeting agenda. The second hearing will be held on July 1, 2026, as part of the City Commission meeting agenda, as part of the development phase.

The plan draft will be sent to the CDBG Citizen Advisory Committee, as well as an invitation for members to attend the public hearing. Citizens will also be given access to the draft version of the PY 26 Annual Action Plan on the City of Texas City's website, as well as hard copies made available in the Moore Memorial Public Library and City Hall Annex buildings.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/ broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	475,757.00	0.00	1,255,486.77	1,731,243.77	1,255,007.00	The City is prioritizing the four core projects to reach the goals established.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
General Fund	public - local	Admin and Planning	243,000.00	0.00	0.00	243,000.00	357,000.00	The City of Texas City anticipates allocating \$243,000 from the General Fund in PY 2026 and FY 2027 to cover salaries and benefits for the Community Development Department. For the remainder of the Consolidated Plan period, an additional \$600,000 is anticipated to support these personnel costs, ensuring adequate staffing and capacity to carry out the City's community development goals.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the City of Texas City's Community Development Block Grant (CDBG) allocation for Program Year 2026 does not include formal matching requirements, federal funds are strategically leveraged to enhance the impact of available resources. CDBG activities are supported by local funding, primarily in the form of in-kind support through department salaries and administrative capacity. These local contributions allow the City to implement and manage CDBG-funded projects efficiently without diverting grant funds from direct services or infrastructure improvements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time, the City of Texas City does not have publicly owned land that is actively designated for use in addressing the housing or community development needs identified in this Consolidated Plan.

Discussion

The City of Texas City continues to take a strategic and resource-conscious approach to implementing its Community Development Block Grant (CDBG) program. With a confirmed allocation of \$4375,757 for Program Year 2026, the City will focus its efforts on preserving and improving affordable housing, improve infrastructure and neighborhood conditions, support vulnerable residents, and enhance community planning capacity.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Infrastructure and Neighborhood Conditions	2025	2029	Non-Housing Community Development	Greater Chelsea Manor City Wide 1867 Settlement District	Public Infrastructure and Neighborhood Improvement Neighborhood Revitalization	CDBG: \$85,757.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted
2	Support Public Services for Vulnerable Residents	2025	2029	Non-Housing Community Development		Public Services for Vulnerable Populations	CDBG: \$70,000.00	Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted Homelessness Prevention: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Preserve and Improve Affordable Housing	2025	2029	Affordable Housing	Greater Chelsea Manor City Wide 1867 Settlement District	Housing Rehabilitation and Preservation	CDBG: \$240,000.00	Homeowner Housing Rehabilitated: 12 Household Housing Unit
4	Enhance Community Planning and Capacity	2025	2029	Planning & Administration	Greater Chelsea Manor City Wide 1867 Settlement District	Housing Rehabilitation and Preservation Economic Opportunity and Stability Public Infrastructure and Neighborhood Improvement Public Services for Vulnerable Populations Fair Housing Education & Outreach Neighborhood Revitalization	CDBG: \$80,000.00	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Infrastructure and Neighborhood Conditions
	Goal Description	Public facilities and infrastructure funding will support broadband extension improvements, neighborhood wayfinding signage, park improvements, and beautification activities within eligible low- and moderate-income areas. Planned improvements are intended to enhance community connectivity, improve neighborhood identity, increase accessibility to public spaces and resources, and promote safer environments for residents.
2	Goal Name	Support Public Services for Vulnerable Residents
	Goal Description	Community Wellness and Prevention Program
3	Goal Name	Preserve and Improve Affordable Housing
	Goal Description	The housing rehabilitation program will provide funding for the rehabilitation of approximately ten owner-occupied homes, with an estimated investment of \$20,000 per home. The program is intended to preserve the existing affordable housing stock and assist low- and moderate-income homeowners in maintaining safe and habitable living conditions.
4	Goal Name	Enhance Community Planning and Capacity
	Goal Description	Improve capacity to carry out programs and remain in compliance while improving the overall efficiency of the program.

Projects

AP-35 Projects – 91.220(d)

Introduction

The PY 2026 Annual Action Plan supports the City’s strategic objectives of providing decent housing, creating suitable living environments, and expanding economic and community opportunities for low- and moderate-income persons. Proposed activities are intended to produce both immediate and long-term community impacts through coordinated public service delivery, housing investment, infrastructure improvements, and program oversight.

Projects

#	Project Name
1	Neighborhood and Public Facilities Improvements
2	Integrated Community Services and Assistance Program
3	Housing Rehabilitation and Repair
4	Administration & Program Delivery

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Several obstacles continue to affect the City’s ability to fully address underserved needs. Limited federal resources remain a significant challenge, as available funding is insufficient to meet the growing demand for affordable housing, supportive services, infrastructure improvements, and homelessness assistance. Rising construction costs, labor shortages, inflation, and supply chain disruptions have increased the cost of completing housing and public improvement projects, reducing the number of activities that can be funded within available budgets. Additional barriers include the limited availability of affordable housing units, increasing property values and rental rates, and the shortage of developable land in certain areas. Many low- and moderate-income households also face challenges related to transportation access, childcare, healthcare, and employment stability, which can limit their ability to achieve long-term housing and economic security. Regulatory requirements, environmental review processes, and administrative compliance obligations may also delay project implementation timelines. Despite these obstacles, the City will continue to prioritize collaborative planning, strategic investment, and coordinated service delivery to maximize available resources and address the most pressing community development and housing needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	Neighborhood and Public Facilities Improvements
	Target Area	Greater Chelsea Manor City Wide
	Goals Supported	Improve Infrastructure and Neighborhood Conditions
	Needs Addressed	Public Infrastructure and Neighborhood Improvement Neighborhood Revitalization
	Funding	CDBG: \$85,757
	Description	Public facilities and infrastructure funding will support broadband extension improvements, neighborhood wayfinding signage, park improvements, and beautification activities within eligible low- and moderate-income areas. Planned improvements are intended to enhance community connectivity, improve neighborhood identity, increase accessibility to public spaces and resources, and promote safer environments for residents.
	Target Date	7/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Activities are intended to serve 2760 LMI households.
	Location Description	Project activities will take place Near Nessler Park and the Greater Chelsea Manor Target Area.
	Planned Activities	Planned activities include broadband extension improvements, neighborhood wayfinding signage, park improvements, and beautification activities that include removing trash and debris, planting trees and flowers, in low-mod income neighborhoods under the "Keep Texas City Beautiful" umbrella to create a suitable living environment.
2	Project Name	Integrated Community Services and Assistance Program
	Target Area	City Wide
	Goals Supported	
	Needs Addressed	Public Services for Vulnerable Populations Fair Housing Education & Outreach
	Funding	CDBG: \$70,000

	Description	Activities, funded within the allowable 15 percent cap, are intended to strengthen community support systems and improve access to critical services for vulnerable populations. Funding will support nonprofit grant activities, homeless prevention (Navigation Day) activity, youth services, mental & health services, legal assistance, senior services, transportation services, housing services, services for victims, and food banks.
	Target Date	7/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	150 individuals are expected to benefit from the proposed activities.
	Location Description	The project will be aimed at serving residents city-wide and target areas (1867 Settlement District & Greater Chelsea Manor).
	Planned Activities	Planned activities: nonprofit grant activities, homeless prevention (Navigation Day) activity, youth services, mental & health services, legal assistance, senior services, transportation services, housing services, services for victims, and food banks.
3	Project Name	Housing Rehabilitation and Repair
	Target Area	Greater Chelsea Manor City Wide 1867 Settlement District
	Goals Supported	Preserve and Improve Affordable Housing
	Needs Addressed	Housing Rehabilitation and Preservation
	Funding	CDBG: \$240,000.00
	Description	The housing rehabilitation program will provide funding for the rehabilitation of approximately ten owner-occupied homes, with an estimated investment of \$20,000 per home. Prior years' resources will be allocated to this goal.
	Target Date	7/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The program is intended to preserve the existing affordable housing stock and assist low- and moderate-income homeowners in maintaining safe and habitable living conditions. The program is intended to assist 12 homeowners.
	Location Description	Applications will be accepted from city-wide.

	Planned Activities	The Housing Rehabilitation and Repair program will process applications The City will rehabilitate privately-owned & occupied, single-unit homes of eligible Texas City residents to create suitable living environments and preserve housing stock.
4	Project Name	Administration & Program Delivery
	Target Area	Greater Chelsea Manor City Wide 1867 Settlement District
	Goals Supported	Preserve and Improve Affordable Housing Improve Infrastructure and Neighborhood Conditions Support Public Services for Vulnerable Residents Enhance Community Planning and Capacity
	Needs Addressed	Housing Rehabilitation and Preservation Economic Opportunity and Stability Public Infrastructure and Neighborhood Improvement Public Services for Vulnerable Populations Fair Housing Education & Outreach Neighborhood Revitalization
	Funding	CDBG: \$80,000.00
	Description	Administration and planning activities, funded within the allowable 20 percent cap, will support effective management, oversight, and compliance of the CDBG program. Funding will include software systems, professional services, legal notices and postings, staff training, and fair housing activities.
	Target Date	8/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities will include software systems, professional services, rehab, legal notices and postings, staff training, fair housing activities, and other administrative functions.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Although Texas City has low-income and minority concentration areas, there are many low-income and minority residents scattered throughout the city. As a result, assistance will be directed citywide with an emphasis on low-income and minority concentration areas like Chelsea Manor.

Geographic Distribution

Target Area	Percentage of Funds
Greater Chelsea Manor	10
City Wide	80
1867 Settlement District	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By maintaining a citywide service area for housing rehabilitation activities, the City can more effectively address deteriorating housing conditions in aging neighborhoods, protect the health and safety of residents, and preserve long-term neighborhood viability. This investment strategy also supports broader community development goals by stabilizing residential areas, reducing blight, and enabling residents to remain in their homes and communities as they age. To address these needs, the City prioritizes investment in its Housing Rehabilitation/Reconstruction Program as a critical strategy for preserving the existing housing stock, preventing displacement, and supporting housing stability for vulnerable residents. The program is made available citywide to ensure equitable access to assistance for eligible households regardless of geographic location.

Discussion

The City's rationale for allocating investments geographically is based on the recognition that community needs extend beyond traditionally identified low- and moderate-income concentration areas. Texas City contains many aging neighborhoods where residents may not reside within census-designated low-income areas but nevertheless experience significant housing and financial challenges due to age, disability, or fixed incomes. As neighborhoods continue to age, many longtime homeowners face increasing difficulty maintaining safe and livable housing conditions, particularly amid rising repair and rehabilitation costs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

According to recent American Community Survey (ACS) data and regional housing market analyses, housing affordability continues to present a significant challenge throughout Texas, including communities within the Houston-The Woodlands-Sugar Land metropolitan area, which includes Texas City. More than 3.8 million Texas households, approximately 34% of all households statewide, are considered housing cost-burdened. Households spend more than 30% of their household income on housing-related expenses such as rent, mortgage payments, utilities, insurance, and property taxes.

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	50
Special-Needs	0
Total	100

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	12
Acquisition of Existing Units	0
Total	12

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

These trends demonstrate the continued need for affordable housing opportunities, owner-occupied housing rehabilitation programs, infrastructure improvements, rental assistance, homelessness prevention activities, and programs designed to help residents maintain safe, stable, and affordable housing throughout Texas City and the broader region. Continued investment in housing preservation and community development activities remains critical to addressing the growing affordability gap and supporting low- and moderate-income households.

AP-60 Public Housing – 91.220(h)

Introduction

The Texas City Housing Authority is working on responding to the varying needs of its clients to improve access to affordable housing. The Texas City Housing Authority does not currently operate a Public Housing Program or offer subsidies, but has instead focused on rental assistance and affordable housing through the Housing Choice Voucher Program (Section 8).

Because no public housing stock exists in Texas City, this plan does not include public housing capital improvements or modernization. Instead, efforts are concentrated on initiatives and programming through housing counseling, preserving the housing stock, and preventing blight for low-income residents.

Actions planned during the next year to address the needs to public housing

Since Texas City Housing Authority no longer operates a Public Housing Program, the Authority remains committed to addressing affordable housing needs through alternative programs and strategies, including:

- Supporting the Housing Choice Voucher Program to provide rental assistance to low-income families.
- Developing programming to encourage homeownership and simultaneously preventing blight through home construction for low-income families.
- Assisting households experiencing homelessness or housing instability through supportive services and coordination with community agencies.

These efforts aim to fill the gap left by the absence of traditional public housing, ensuring that affordable, safe, and decent housing options remain accessible to Texas City residents in need.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Although Texas City Housing Authority currently does not operate a Public Housing Program and therefore has no public housing residents, the Authority is committed to promoting pathways to homeownership for low- and moderate-income households through other programs. Planned actions include:

- Encouraging participation in the Housing Choice Voucher Program's resident advisory councils and workshops to increase tenant involvement in program decisions and community building.

- Supporting initiatives that build residents' capacity for homeownership through financial literacy classes and credit counseling.
- Partnering with local developers and organizations to encourage the development and preservation of affordable rental housing.

These efforts aim to empower residents beyond public housing to achieve greater housing stability and economic independence through active involvement and homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Texas City Housing Authority is not designated as troubled.

Discussion

The Texas City Housing Authority continues to address the affordable housing needs of low- and moderate-income residents through alternative housing programs and supportive services. Although the Authority no longer operates a traditional Public Housing Program or maintains public housing units, efforts remain focused on providing access to safe, decent, and affordable housing through the Housing Choice Voucher Program (Section 8) and related housing initiatives.

Because there is no existing public housing stock within Texas City, no public housing modernization or capital improvement activities are planned during the program year. Instead, the Authority's focus is directed toward preserving existing housing stock, preventing neighborhood blight, supporting housing stability, and expanding opportunities for affordable housing and homeownership. The Authority also plans to support partnerships and development efforts that encourage the preservation and creation of affordable housing opportunities throughout the community.

These efforts reflect the Texas City Housing Authority's ongoing commitment to meeting local housing needs through collaborative, community-based approaches that promote long-term housing stability and economic self-sufficiency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City remains committed to addressing the needs of individuals and families experiencing homelessness and other special needs populations through coordinated outreach, supportive services, and community partnerships. In collaboration with local nonprofit organizations, service providers, healthcare agencies, housing partners, and regional stakeholders, the City continues to support activities that promote housing stability, homelessness prevention, and access to essential services for vulnerable residents. Special emphasis is placed on assisting unsheltered individuals, persons with disabilities, elderly residents, youth, and households experiencing housing instability.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the next program year, the jurisdiction's one-year goal for reducing and ending homelessness includes expanding outreach efforts to identify and engage homeless persons, particularly unsheltered individuals, and assessing their immediate and long-term service needs. The City will continue to support and coordinate community-based events such as Navigation Day, which brings together housing providers, nonprofit agencies, mental health and healthcare professionals, legal assistance organizations, veterans' services, employment resources, and other supportive service agencies in a centralized location to improve access to care and resources. Through these coordinated outreach and engagement efforts, the City's goal is to directly serve and connect at least 100 individuals experiencing homelessness or housing instability with supportive services, housing resources, case management, and referral assistance during the program year.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will be exploring ways to directly address the emergency shelter and transitional housing needs of homeless persons. In the meantime, the City will continue to refer those in need to other organizations and agencies that provide these services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue supporting efforts to help homeless persons, including chronically homeless individuals and families, veterans, unaccompanied youth, and families with children, transition into permanent housing and independent living through coordinated outreach, case management, referral services, and community partnerships. The City will collaborate with nonprofit agencies, housing providers, healthcare and mental health organizations, and regional service providers to connect individuals experiencing homelessness with available housing resources, supportive services, employment assistance, legal aid, and mainstream benefit programs. Through activities such as Navigation Day and ongoing outreach efforts, the City seeks to shorten the length of time individuals and families experience homelessness, improve access to affordable housing opportunities, and reduce the likelihood of returning to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will also continue planning and coordination efforts aimed at preventing homelessness among low-income and extremely low-income individuals and families, particularly those transitioning from publicly funded institutions and systems of care, including healthcare facilities, foster care, behavioral health programs, and correctional institutions. The City will support partnerships with public and private agencies that provide housing stabilization services, emergency assistance, employment support, youth services, healthcare access, and other supportive resources intended to address barriers to housing stability. These collaborative efforts are intended to improve service coordination, increase awareness of available resources, and help vulnerable households avoid becoming homeless or experiencing housing instability.

Discussion

By partnering with public and private agencies that provide housing stabilization services, emergency assistance, youth services, and other essential resources, the City seeks to improve service coordination, reduce barriers to assistance, and promote long-term housing stability and self-sufficiency for residents with special needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Texas City recognizes that local public policies, development regulations, and market conditions can directly affect the availability, accessibility, and affordability of housing for low- and moderate-income households. As housing costs continue to rise throughout Texas, the City remains committed to evaluating and addressing barriers that may limit the development, preservation, and rehabilitation of affordable housing opportunities.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To remove or ameliorate the negative effects of policies that may serve as barriers to affordable housing, the City of Texas City plans to continue reviewing local development regulations and administrative processes to identify opportunities for greater flexibility and efficiency. The City will encourage redevelopment and infill housing opportunities in existing neighborhoods where infrastructure and public services are already available, helping to reduce development costs and expand housing supply. Efforts will also include supporting rehabilitation programs that preserve the existing affordable housing stock, coordinating with nonprofits, and pursuing federal and state funding resources that assist low- and moderate-income households.

Discussion:

The City will continue to evaluate zoning and land use practices to ensure they do not unnecessarily restrict affordable housing development, while balancing neighborhood compatibility, environmental considerations, and public safety standards. Additionally, the City will work to streamline permitting and project coordination processes where feasible and will continue engaging community stakeholders to identify practical solutions that promote housing opportunities and sustainable residential investment.

AP-85 Other Actions – 91.220(k)

Introduction:

The PY 2026 Annual Action Plan outlines the City’s strategy for utilizing Community Development Block Grant (CDBG) resources to address priority community development, housing, public service, and infrastructure needs identified through citizen participation, stakeholder consultation, and ongoing assessment of community conditions. The Plan supports activities that primarily benefit low- and moderate-income residents, improve neighborhood conditions, expand economic opportunities, and strengthen partnerships among public, private, and nonprofit organizations. Through targeted investments and coordinated service delivery, the City seeks to enhance quality of life, promote housing stability, and address the needs of vulnerable populations.

Actions planned to address obstacles to meeting underserved needs

The City will continue to direct CDBG funding toward activities that address the needs of low- and moderate-income persons, including public infrastructure improvements, public services, fair housing activities, and community development initiatives. The City will collaborate with local service providers, nonprofit organizations, and community stakeholders to identify service gaps and improve access to resources that support housing stability, economic opportunity, and neighborhood revitalization. Efforts will focus on reducing barriers related to income, accessibility, transportation, and access to supportive services.

Actions planned to foster and maintain affordable housing

The City will support affordable housing through housing rehabilitation activities, fair housing education, and partnerships with housing providers and community organizations. The City will continue to explore opportunities to leverage federal, state, and local resources to preserve the existing affordable housing stock, improve housing quality, and promote housing opportunities for low- and moderate-income households. These efforts will help maintain safe, decent, and affordable housing options within the community.

Actions planned to reduce lead-based paint hazards

The City will continue to comply with all applicable federal lead-based paint regulations for housing activities assisted with CDBG funds. Housing rehabilitation projects involving structures constructed prior to 1978 will be evaluated for potential lead-based paint hazards, and appropriate testing, mitigation, and clearance procedures will be implemented when required.

Actions planned to reduce the number of poverty-level families

The Community Development Department will explore programs and services to address employment deficiencies among low-to-moderate income residents. These programs, in collaboration with City departments and local organizations, have the aim of developing key skills to promote economic stability and growth among low-to-moderate income residents, including youth. These programs would be centralized around building job skills and employment training to in turn reduce the number of families experiencing or at risk of being in poverty.

Actions planned to develop institutional structure

The City will continue strengthening its institutional structure through coordination among municipal departments, public agencies, nonprofit organizations, housing providers, and community stakeholders. Efforts will focus on improving communication, expanding collaborative partnerships, enhancing grant management and compliance practices, and increasing organizational capacity to effectively deliver programs and services. These activities will help maximize available resources and improve the efficiency and effectiveness of community development initiatives.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to coordinate with public and private housing organizations, social service providers, nonprofit agencies, regional planning organizations, and other community partners to address housing and community development needs. Regular consultation, information sharing, and collaborative planning efforts will help align resources, reduce duplication of services, and improve access to housing, supportive services, homelessness prevention resources, and community assistance programs. These partnerships will strengthen the overall service delivery system and improve outcomes for low- and moderate-income residents.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

The City intends to use at least 70% (if not more) of CDBG funds for activities that benefit persons of low- to moderate-income.

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 07/01/2026

Approve City Commission Minutes for June 17, 2026, meeting. (City Secretary)

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for June 17, 2026, meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

June 17, 2026 Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JUNE 17, 2026 – 5:00 P.M.

DOYLE CONVENTION CENTER

A Regular Called Meeting of the City Commission was held on Wednesday, June 17, 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 Matthew Walker, Pastor at Restoration City Church.

3. PLEDGE OF ALLEGIANCE

Led by Wade Johnson, Commissioner At-Large.

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

Abel Garza, Jr., Mayor, presented Barbara White with the proclamation naming June as Alzheimer's and Brain Health Awareness Month.

Barbara White stated that this was her 5th year raising funds for this fundraiser, which will be held on October 10.

- c. Promotion of Firefighter Troy Wilson to the classification of Engineer

Dennis Harris, Fire Chief, promoted Troy Wilson to the rank of Engineer. He was pinned by his wife.

5. REPORTS

- a. Quarterly Investment Report (Finance)

Laura Boyd, Interim Director of Finance, gave a PowerPoint presentation.

- b. Wastewater and Sewer (Public Works)

Jack Haralson, Public Works Director, gave a PowerPoint presentation. Along with Corbin Ballast, Utilities Director, he answered questions from the Commission, assuring them that the department is funded through water bill revenues. They noted that while they keep some parts on hand for routine maintenance, larger or more complex items must be purchased as needed. They are currently managing the city's growth with a team of over 50 employees. However, they indicated that if this becomes unmanageable, they will request additional staff.

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

Commissioner District 1, DeAndre' Knoxson, made a motion to approve Consent Agenda items 7a, b, c, f, and g. The motion was seconded by Commissioner District 3, Chris Sharp. Jason Delgado, Commissioner District 4, pulled Consent Agenda item 7d for more discussion and voted on it separately. Consent Agenda item 7e was tabled, and no action was taken.

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

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2026-065, Appointments to fill vacancies (City Secretary & Mayor's Office)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2026-066, authorizing signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT). (Community Development)

Vote: 7 - 0 CARRIED

- 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)

Jason Delgado, Commissioner District 4, expressed concern that the language on the Agenda authorized the interim Chief of Police to employ the Chief of Police.

Kyle Dickson, the City Attorney, clarified that the current wording of the resolution effectively addresses his concerns. It explicitly states that Mayor Garza, Jr. appoints Captain James Patterson as the Interim Chief of Police, granting him the authority to perform the duties of the Chief of Police during the interim period, under the direction and supervision of the Mayor. Additionally, the resolution empowers the Mayor to negotiate and enter into an employment agreement for this position, rather than for the Interim Chief himself.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner At-Large, Mayor Pro Tem Brian Goetschius

Vote: 7 - 0 CARRIED

- 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)

This Consent Agenda item 7e was tabled, and no action was taken.

- 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)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2026-071, authorizing representatives for investment pools. (Finance)

Vote: 7 - 0 CARRIED

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)

Nicole Miller, Parks, Recreation, and Tourism Director, requests approval to engage Landmark Aquatics to replaster the Nessler Family Aquatics Center main pool and the slide catch pool.

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

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. ADJOURNMENT

Having no further business, Mayor Abel Garza, Jr. made a MOTION to ADJOURN at 5:57 p.m.

Abel Garza, Jr., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 07/01/2026

Solid Waste Landfill Five Year Contract Renewal

Submitted For: Mike Stump, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department is requesting renewal of the Solid-Waste Landfill contract with Republic Service for another five-year term.

BACKGROUND (Brief Summary)

The current landfill waste disposal contract with Republic Waste for the Biosphere expires on July 31, 2026. This contract allows for a five-year extension as agreed to by the City and Republic Services as stated. (See Attached Renewal Letter and Original Contract)

RECOMMENDATION

It is the recommendation of the Public Works Department to approve the five-year renewal of the Solid Waste Landfill contract with Republic Services.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$280,000.00

Source of Funds: FY26 Budget

Account #: 101302-54570

Fiscal Impact:

Attachments

Renewal Letter

2021-2026 Solid Waste Disposal Contract

Resolution



Sustainability in Action

June 4, 2026

Mike Stump
City of Texas City
Texas City, TX.

Re: Intent to Renew Existing Disposal Agreement

Dear Mike:

As we have discussed, Republic Services would propose to extend the existing *Disposal Agreement with the City of Texas City* for an additional five (5) year period under the same terms beginning August 1, 2026 and continuing through July 31, 2031.

Under these same terms and pursuant to Section 10.01, "Disposal Rate", of the service contract between the City of Texas City and Galveston County Landfill, LP, our annual price increase based off the CPI-WST index will be effective August 1, 2026. I've attached below the index calculation, as well as a breakdown of the new rate below.

City of Texas City			
WATER SEWER TRASH			
BLS Data			
Year	Annual	Annual Adjustment Rate = CPI of Apr 2026 / CPI of Apr 2025	
Apr 2025	314.820	Adj Rate= 329.651 / 314.82	
Apr 2026	329.651	= 1.047109	
		= 4.71%	
Loose	Curr Rate	New Rate	
	\$ 8.32	\$ 8.71	
Compacted	Curr Rate	New Rate	
	\$ 9.21	\$ 9.64	

Our previous discussions clearly reinforced the City's ongoing commitment to making certain the City continues to receive high quality solid waste disposal services and we are committed to continuing to deliver this expectation.



Sustainability in Action

We appreciate the opportunity to be of continued service to the City and look forward to our continued partnership. Should you require additional information, please do not hesitate to contact me. I can be reached at (832) 817-1932 or agriffin@republicservices.com

Best regards,

A handwritten signature in black ink, appearing to read "Doug Rosendahl". The signature is fluid and cursive, with a large initial "D" and "R".

Doug Rosendahl
General Manager- Houston Post Collection South
Republic Services



Texas City
EST. 1911

STANDARD AGREEMENT

STATE OF TEXAS §

COUNTY OF GALVESTON §

THIS AGREEMENT MADE AND ENTERED INTO THIS 1st DAY OF AUGUST A.D., 2021, by and between the CITY OF TEXAS CITY (OWNER), a municipality in Galveston County, Texas, and GALVESTON CNTY LANDFILL, LP. (SUPPLIER), of the City of Alto Loma, County of Galveston, and the State of Texas.

DESCRIPTION

WITNESSETH: In consideration of the payments and agreements hereinafter mentioned, to be made and performed by OWNER, SUPPLIER agrees to furnish Solid Waste Disposal for the unit prices bid, as described in:

**BID # 2021-099
SOLID WASTE DISPOSAL
ANNUAL CONTRACT**

The SUPPLIER agrees to furnish to the OWNER Solid Waste Disposal, at the Galveston County Landfill Texas LP, for the unit prices bid, in complete accordance with the OWNER'S specifications, conditions and prices stated in the Bid Form 2021-099

AGREEMENT

This Agreement shall consist of the Purchase Agreement, Notice to Bidders, Instructions to Bidders, Conflict of Interest, Special Conditions, Specifications, the Bid Form, supplier's entire proposal with exceptions and the owner's memo of understanding. These items shall form the Agreement and are as fully a part of the Agreement as if attached to the Agreement.

This contract represents the entire and integrated agreement between the OWNER and the SUPPLIER and supersedes all prior negotiations, representations or agreements, whether written or oral.

The SUPPLIER agrees to furnish to the OWNER Solid Waste Disposal, for the unit prices bid, as stated on the Bid Form for the duration of the contract.

**CITY OF TEXAS CITY, TEXAS
PUBLIC WORKS DEPARTMENT • OFFICE (409) 643-5810 • FAX (409) 945-0856
7800 EMMETT F LOWRY EXPRESSWAY, TEXAS CITY, TX 77591
P. O. BOX 2608, TEXAS CITY, TX 77592-2608**



Texas City
EST. 1911

TERM

The SUPPLIER shall supply services on an "as needed" basis for a five (5) year period beginning August 1, 2021 and continuing through July 31, 2026.

Extension of the contract for an additional five (5) year period beyond the contract term may be negotiated when prices and conditions remain agreeable to both parties.

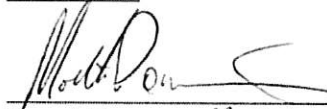
PAYMENT

The OWNER agrees to make payments in the full amount of the invoice within thirty (30) days following receipt of an invoice.

The amounts to be paid are based on the SUPPLIER'S Bid Form attached hereto and subject to the conditions, which are described in the contract documents.

In WITNESS THEREOF, the parties of these presents have executed this agreement in triplicate in the year and day first above written.

GALVESTON COUNTY LANDFILL, LP.
SUPPLIER


Typed Name: Modesto Dominguez
Position: GM

7/19/21
DATE

SEAL

ATTEST: _____

CITY OF TEXAS CITY
OWNER


Dedrick D. Johnson Sr.
MAYOR

7/21/21
DATE

SEAL

ATTEST: 
Laura Boyd
Director of Finance

CITY OF TEXAS CITY, TEXAS
PUBLIC WORKS DEPARTMENT • OFFICE (409) 643-5810 • FAX (409) 945-0856
7800 EMMETT F LOWRY EXPRESSWAY, TEXAS CITY, TX 77591
P. O. BOX 2608, TEXAS CITY, TX 77592-2608

City of Texas City

Solid Waste Disposal Annual Contract BID #2021-099

This memo of understanding forms part of the Contract Documents, and modifies the original specifications, drawings addenda and exceptions as noted below. Unaltered provisions and drawings of the Contract Documents shall remain in effect.

Response to Exceptions to Request for Proposal

Item 4, we agree to delete the term "Engineer" as it is not applicable in this contract.

We do not agree to add the words "to the extent", but, do agree to remove the words "regardless of whether or not it is caused in part by a party indemnified hereunder."

Item 5, we can agree to limit the indemnification to the "extent caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable" and deleting the word "sole."

All other exceptions are deemed accepted as submitted.

Contractor's initials MP

RESOLUTION NO. 2026-072

A RESOLUTION AUTHORIZING THE FIVE-YEAR RENEWAL OF A CONTRACT WITH REPUBLIC SERVICE UNDER BID NO. 2021-099 SOLID WASTE DISPOSAL ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, bid packets were published on May 12, 2021, and May 19, 2021, for Solid Waste Disposal Annual Contract, Bid No. 2021-099. Bids were opened on June 8, 2021, and was awarded on June 16, 2021, to Republic Services; and

WHEREAS, the current landfill waste disposal contract expires on July 31, 2026; and

WHEREAS, it is the recommendation of the Public Works Department to approve the five-year renewal of the Solid Waste Landfill contract with Republic Services.

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

SECTION 1: That the Solid Waste Disposal annual contract, Bid No. 2021-099 with Republic Services, is extended for five years.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Republic Services, Houston, Texas, for the Solid Waste Disposal extended contract for the respective unit price bids in **Exhibit “A”**, as attached hereto and incorporated herein for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of July 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) (c)

Meeting Date: 07/01/2026

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

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 (CDBG-MIT) Resilient Communities Program through the General Land Office (GLO) State Contract Number 22-130-075-E800.

BACKGROUND (Brief Summary)

The City of Texas City has received Community Development Block Grant – Mitigation (CDBG-MIT) awards to develop a comprehensive Hazard Mitigation plan for the City of Texas City. 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

Adopted Plan Resolution

Authorized Signatory Designation Form

Resolution



RESOLUTION NO. 2026-

WHEAREAS, the City of Texas City has received a CDBG-MIT Resilient Communities Program grant award from the General Land Office for an updated Comprehensive Plan for the City of Texas City 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 and Director of Emergency Management are authorized to execute contractual documents for the CDBG-MIT Resilient Communities Program through the General Land Office.

SECTION 2: The Mayor and Director of Finance are authorized to execute the financial documents required for requesting funds approved in the CDBG-MIT Resilient Communities Program through the General Lan Office.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, on _____, 2026.

RESOLUTION NO. 2025-138

A RESOLUTION ADOPTING THE CITY OF TEXAS CITY'S HAZARD MITIGATION PLAN; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City recognizes the threat that natural hazards pose to people and property within the City of Texas City; and

WHEREAS, the City of Texas City has prepared a multi-hazard mitigation plan, hereby known as the City of Texas City Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the City of Texas City Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Texas City from the impacts of future hazards and disasters; and

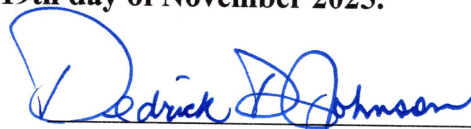
WHEREAS, adoption by the City of Texas City demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Texas City Hazard Mitigation Plan of 2025.

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 adopts the Texas City Hazard Mitigation Plan of 2025.

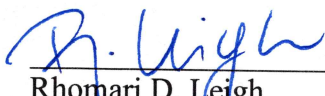
SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 19th day of November 2025.

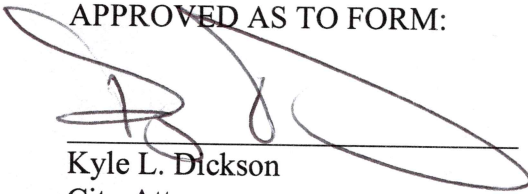


Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:


Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:


Kyle L. Dickson
City Attorney

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

Subrecipient:	City of Texas City	Contract Number:	22-130-075-E800
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Abel Garza, Jr	Joe Tumbleson
Name	Name
Mayor	Director of Emergency Management
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

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

Texas First Bank
Name of Lending Institution
3232 Palmer Highway
Address
Texas City, TX 77590
City, State, Zip Code
Fund Account Number:

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

Laura Boyd	Jennifer Robertson
Name	Name
Interim Finance Director	Grant Accounting Assistant
Title	Title

Signature

Signature

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

Laura Boyd	Jennifer Robertson
Name	Name
Interim Finance Director	Grant Accounting Assistant
Title	Title
Signature	Signature

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

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

RESOLUTION NO. 2026-073

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 (CDBG-MIT) Resilient Communities Program grant award from the General Land Office for an updated Comprehensive Plan for the City of Texas City; 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:

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 1st day of July 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) (d)

Meeting Date: 07/01/2026

Fire Training Center LPG System Code Compliance Repairs and Maintenance

Submitted For: Dennis Harris, Fire Department

Submitted By: Dennis Harris, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and approve a contract with Generocity Services, Inc. in the amount of \$55,613.96 for renovation and repair of the LPG live-fire training prop system located at the Texas City Fire Department Training Center.

BACKGROUND (Brief Summary)

The necessary repairs noted were anticipated and budgeted as part of the FY 2026 planned expenditures.

During an inspection conducted by the Railroad Commission of Texas Alternative Fuels Safety Division, the Texas City Fire Department Training Center LPG live-fire training system was cited for multiple code deficiencies requiring corrective action. The identified deficiencies involve components of the bulk propane storage and delivery system used for firefighter live-fire training exercises.

Generocity Services, Inc. has provided a proposal to perform the required repairs and renovations, including inspection and replacement of deficient piping components, pressure testing, surface preparation, repainting of the LPG storage tank, and other necessary improvements to restore the system to a safe and code-compliant operating condition. Upon completion of the work, the Fire Department will be able to address the deficiencies identified by the Railroad Commission and continue providing live-fire training for department personnel and regional partner agencies. The proposed project cost is \$55,613.96 and was obtained through the Choice Partners cooperative purchasing program.

RECOMMENDATION

Staff recommends approval of the contract with Generocity Services, Inc. in the amount of \$55,613.96 for the renovation and repair of the Fire Department Training Center LPG live-fire training prop system.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$55,613.96

Source of Funds: Fire Department FY26 Budget

Account #: 401222 54300

Fiscal Impact:

Funding is available within the Fire Department Training Center maintenance/improvement FY26 budget and will be utilized for the required repairs and code compliance upgrades to the LPG training system.

Attachments

Compliance Inspection
Repair Proposal/Quote
Resolution



RAILROAD COMMISSION OF TEXAS
OVERSIGHT AND SAFETY DIVISION, ALTERNATIVE FUELS SAFETY

NON-COMPLIANCE NOTIFICATION

January 23, 2025

TEXAS CITY TRAINING CENTER
1725 25TH ST N
ATTN: DENNIS HARRIS FIRE CHIEF
TEXAS CITY, TX 77590

FILE NO: 672176

RE: Facility Location: 6502 N HUMBLE CAMP RD, DICKINSON

Installation Type: Bulk Storage
Site ID Number: 170505
Inspection Date: January 7, 2025

Dear Sir/Madam:

Upon completion of the safety inspection, at the installation type referenced above, a copy of the inspection report was provided citing non-compliance with the following safety rule(s):

- | | | |
|-----------------------------------|--------------------------------|--------------------------------|
| 1. (NFPA 58) 6.19.1 | 2. (NFPA 58) 5.9.8.5 | 3. (LPG Safety Rules) 9.140(f) |
| 4. (LPG Safety Rules) 9.140(f)(3) | 5. (LPG Safety Rules) 9.143(f) | |

The correction(s) must be made as soon as possible. Please note that any safety rule(s) designated by an asterisk on the inspection report must be corrected by a licensed supplier or another person, firm or corporation licensed or registered with the Railroad Commission of Texas to perform applicable installation or repair activities, unless exempted per section 113.081, Texas Natural Resources Code.

Within **45 DAYS** of this non-compliance inspection notice, the Alternative Energy Division must be notified in writing that all deficiencies have been corrected. The written notice should include a reference to **FILE NO. 672176**

For your convenience, when correction(s) are completed you may check the box below, sign, date and fax this letter to (512-463-0649 or 512-463-7292) or mail to: Railroad Commission of Texas, Alternative Energy Division, P.O. Box 12967, Austin, TX 78711. You may also Email (SafetyNoticeReply@rrc.texas.gov).

This written notice is being provided in accordance with paragraph 113.161 of the Texas Natural Resources Code. Failure to comply with applicable safety rules and provide written compliance notice to the Alternative Energy Division may result in removal of the installation or equipment from LPG/CNG/LNG service. The Safety Rules may be reviewed at the Commission's website: www.rrc.texas.gov

If you have any questions, please do not hesitate to contact this office.

Sincerely,
LP-GAS COMPLIANCE SECTION
512-463-6462

☐ Correction(s) Completed

Signature: _____ Title: _____ Date: _____



Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Matthew Wyatt
Job Address:
7500 North Humble Camp Road
Dickinson, Tx 77539

Print Date: 6-8-2026

Proposal for City of Texas City Fire Training LPG Tank Reno

Dear Mr. Wyatt,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR-17 and excludes proprietary vendor and owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

Painting:

To prep and repaint white fuel tank and lines.

Prior to painting, all existing coatings and rust on tank are to be sand blasted to bare metal

Primed with two coats of Sherwin Williams 646 Macropoxy primer.

Top coated with 2 coats of Sherwin Williams 218 Acrolon HS Acrylic Polyurethane

Piping:

AFTER PIPING IS CLEANED, WE WILL INSPECT AND REPLACE PIPING THAT IS NOT IN SOUND CONDITION

ALL PIPING SHALL BE SCH 80 THICKNESS

ALL FITTING WILL BE 300# RATED FITTINGS

ALL PIPE NIPPLES WILL BE SCH 80 THICKNESS

ALL SENSOR LINES ¼"

ALL PIPING WILL BE SUPPORTED USING CODE APPROVED METHODS.

ALL PIPING SHALL BE TESTED AFTER AND WITNESSED BY TEXAS CITY EMPLOYEES

NOTE: WORK IS BID ON REGULAR TIME

Items	Description	Price
RS Means		\$72,914.35
Houston CCI .857		-\$10,426.75
Choice Partners .89		-\$6,873.64

Total Price: \$55,613.96

Alternate 1:

Additional Price: \$8,120.00

To prep and paint approx 800 lineal feet of yellow piping.

Will remove visible rust with wire brush and spot prime

Finish with 2 coats of Sherwin Williams 218 Acrolon HS Acrylic Polyurethan yellow

Exclusions:

Any piping repairs on yellow piping

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requisite shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Joel Mueller
Director of Business Development
Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

Costs based on RSMeans data

Estimate Name: B26-06-04-2026A City of Texas City Fire Training LPG Tank Painting

ESTIMATE INFORMATION

Client Name: City of Texas City
Estimate Address: TEXAS

Notes:

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Total O&P	Notes
0.00	013113200200	Field personnel, project manager, average	Week	\$ -	\$ -	\$ -	
0.40	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 1,490.00	\$ 1,490.00	
1.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 52.50	\$ 52.50	
1.00	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 24.50	\$ 24.50	
1450.00	050110516270	Metal cleaning, steel surface treatment, 12.0 lb sand per S.F., near white blast, existing coat badly pitted, nodules (SSPC-SP10)	S.F.	\$ 4,176.00	\$ 28,492.50	\$ 36,685.00	
1500.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 255.00	\$ 1,290.00	\$ 1,545.00	
2900.00	099713237000	Paints and protective coatings, inorganic zinc rich primer, self cure, sprayed	S.F.	\$ 4,466.00	\$ 2,349.00	\$ 6,815.00	
2900.00	099713237010	Paints and protective coatings, organic zinc rich primer, epoxy, sprayed	S.F.	\$ 1,392.00	\$ 2,349.00	\$ 3,741.00	
40.00	221113447310	Pipe, steel, black, flanged, weld neck, 300 lb., 1-1/2" diameter, schedule 80, Spec. A-53, includes flange set, yoke & roll hanger assembly, sized for covering, 10' OC	L.F.	\$ 1,020.00	\$ 1,320.00	\$ 2,405.60	
50.00	221113447320	Pipe, steel, black, flanged, weld neck, 300 lb., 2" diameter, schedule 80, Spec. A-53, includes flange set, yoke & roll hanger assembly, sized for covering, 10' OC	L.F.	\$ 1,400.00	\$ 2,100.00	\$ 3,605.50	
212.00	221113449020	Pipe, steel, threading pipe labor, one end, 1" through 2" pipe size, threading, includes all schedules through 80	Ea.	\$ -	\$ 2,862.00	\$ 2,862.00	
212.00	221113449164	Pipe, steel, cutting pipe labor, one cut, 2" pipe size or less, schedule 80, shop fabrication, machine cut	Ea.	\$ -	\$ 4,982.00	\$ 4,982.00	
15.00	221113459766	Elbow, 90 Deg., steel, forged steel, black, threaded, 3000 lb., 1-1/2"	Ea.	\$ 457.50	\$ 1,327.50	\$ 1,785.00	
15.00	221113459767	Elbow, 90 Deg., steel, forged steel, black, threaded, 3000 lb., 2"	Ea.	\$ 547.50	\$ 1,477.50	\$ 2,025.00	
4.00	221113459786	Elbow, 45 Deg., steel, forged steel, black, threaded, 3000 lb., 1-1/2"	Ea.	\$ 134.00	\$ 354.00	\$ 488.00	
4.00	221113459787	Elbow, 45 Deg., steel, forged steel, black, threaded, 3000 lb., 2"	Ea.	\$ 185.00	\$ 394.00	\$ 580.00	
8.00	221113459886	Union, steel, forged steel, black, bronze seat, threaded, 3000 lb., 1-1/2"	Ea.	\$ 595.00	\$ 748.00	\$ 1,344.00	
8.00	221113459887	Union, steel, forged steel, black, bronze seat, threaded, 3000 lb., 2"	Ea.	\$ 708.00	\$ 832.00	\$ 1,540.00	
5.00	221113459906	Coupling, steel, forged steel, black, threaded, 3000 lb., 1-1/2"	Ea.	\$ 67.50	\$ 370.00	\$ 437.50	
5.00	221113459907	Coupling, steel, forged steel, black, threaded, 3000 lb., 2"	Ea.	\$ 84.25	\$ 422.50	\$ 506.75	

R S Means Estimate	\$ 72,914.35
Houston CCI .857	\$ (10,426.75)
Choice Partners .89	\$ (6,873.64)
Sub Total	\$ 55,613.96
Bond	
Grand Total	\$ 55,613.96

RESOLUTION NO. 2026-074

A RESOLUTION AUTHORIZING THE CITY OF TEXAS CITY TO ENTER INTO A CONTRACT WITH GENEROCITY SERVICE, THROUGH CHOICE PARTNERS CONTRACT #23/016MR-17, FOR RENOVATION AND REPAIR OF THE LPG LIVE-FIRE TRAINING PROP SYSTEM LOCATED AT THE TEXAS CITY FIRE DEPARTMENT TRAINING CENTER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, during an inspection conducted by the Railroad Commission of Texas Alternative Fuels Safety Division, the Texas City Fire Department Training Center LPG live-fire training system was cited for multiple code deficiencies requiring corrective action. The identified deficiencies involve components of the bulk propane storage and delivery system used for firefighter live-fire training exercises; and

WHEREAS, the Fire Department recommends approval of the proposal from Generocity Services to repair and renovate the areas of deficiency for a proposed projected amount of \$55,613.96 via Choice Partners Contract #23/016MR-17; and

WHEREAS, funds are available in the 2025/2026 Fiscal Year Budget.

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 authorizes a contract with Generocity Services to repair and renovate the areas of deficiency at the TCFD Training Center for the projected proposed amount of \$55,613.96 via Choice Partners Contract #23/016MR-17, as set out on the proposal attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is authorized to approve all change orders, up to 25% of the original contracted amount, without bringing the matter before the Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of July 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

CITY COMMISSION REGULAR MTG**(9) (a)****Meeting Date:** 07/01/2026

Amend fiscal year 2025-2026 budget

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

Information**ACTION REQUEST**

Consider approval of a request to amend the City of Texas City's fiscal year 2025-2026 budget for additional funding needed for the Moses Lake Stormwater Pump Station project.

BACKGROUND (Brief Summary)

From Public Works Department:

The proposed project involves the construction of a stormwater pump station designed to pump water from Moses Lake into Galveston Bay, increasing flood protection for the City of Texas City.

Part of the funding for this project is included in the CDBG-MIT (D373) grant awarded to the City and administered by the Texas General Land Office. This project has been several years in the making and, not surprising, costs of construction have increased. An additional \$5,100,000 is needed to fully fund the project.

RECOMMENDATION

Recommend approval of budget amendment.

Fiscal Impact**Funds Available Y/N:** Y**Amount Requested:** \$5,100,000.00**Source of Funds:** General Fund Unassigned Fund Balance**Account #:** 101-000-39000**Fiscal Impact:**

From General Fund (101) unassigned fund balance to CDBG-Mitigation Infrastructure Fund (244) - Moses Lake Stormwater Pump Station project

Attachments

pump station info from public works

Ordinance



June 8, 2026

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for the Moses Lake Stormwater Pump Station Project**
CDBG DR – GLO Contract No. 22-119-003-D373
BID #2026-020
City of Texas City
ARKK Job No. 22-038b

Dear Mr. Haralson:

On June 2, 2026, the City of Texas City received four (4) bids for the above-referenced project. The proposed project involves the construction of a stormwater pump station designed to pump water from Moses Lake into Galveston Bay, increasing flood protection for the City of Texas City. The pump station will have a capacity of 136,000 gallons per minute using four diesel-driven pumps. Moses Lake and Galveston Bay are separated by a U.S. Army Corps of Engineers hurricane protection levee that encircles the city. This project addresses a critical vulnerability in the City's dual-levee flood protection system, which consists of the Galveston County Hurricane Levee and the Texas City Inner Levee.

The City of Texas City currently operates two pump stations with a combined capacity of 1,000,000 gallons per minute to pump stormwater from the City into Moses Lake, which serves as a detention pond. The Moses Lake Flood Gate, a critical closure structure, is closed when tropical systems enter the Gulf of Mexico and is throttled during low tides to allow drainage when possible. During Hurricane Harvey, this throttling practice was instrumental in preventing widespread flooding, likely saving hundreds of structures and miles of roadways from inundation. However, this practice causes accelerated wear on the equipment.

The proposed pump station will enable the City to lower the water level Moses Lake by approximately one vertical foot during the three-day period before an anticipated hurricane strike, creating an additional 2,600 acre-feet of detention storage capacity. This additional storage is equivalent to constructing a new detention pond on purchased land, with an estimated cost of \$100 million. By providing this pre-storm water level reduction capability, the project would substantially enhance the City's flood resilience while reducing operational strain on existing critical infrastructure.

Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

<u>Bidder</u>	<u>Total Amount</u>
Carlson McClain Construction Company, LLC.	\$12,204,652.80
MC2 Civil, LLC.	\$13,582,160.00
Eagle Contracting, LLC.	\$15,872,562.10
Persons Services Corporation	\$15,958,526.73

Bid Evaluation: Below is a summary of the bids received:

Low Bid: \$ 12,204,652.80

High Bid: \$ 15,958,526.73

Average of Bids: \$ 14,404,475.41

Engineer's Estimate: \$ 12,000,000.00

Since the project was originally conceived and budgets established in 2017, the project scope has expanded considerably, resulting in additional costs. In addition to the scope increases, this project has been impacted by a substantial increase in material costs and significant escalation in labor and equipment pricing. The bids received for this project were generally consistent with one another, indicating that the bid amounts reflect current market conditions rather than an isolated or irregular bid.

Carlson McClain Construction Company, LLC was the apparent low bidder and provided qualifications and references for this project. The company was established in 2022 by Mr. Logan Carlson, who previously served as Project Manager for Orion Marine Group, where he managed several similar projects involving marine construction and open water operations. This prior experience provides Carlson McClain Construction with a strong understanding of the operational and environmental conditions associated with construction near open waters. Carlson McClain also provided a list of subcontractors and suppliers with the experience and capability necessary to complete the work as specified.

In its recent work for the City, Carlson McClain Construction has demonstrated its capability to deliver quality work. Carlson McClain has successfully completed, or is currently completing, multiple critical stormwater infrastructure improvement projects for the City, including:

- Sheet Pile Replacement Project at Pump Stations 'A' & 'B' (GLO Contract No. 22-085-017-D253)
- 34th Street Drainage Improvements Project (GLO Contract No. 22-085-017-D253)

City Staff has been pleased with Carlson McClain's work quality and performance, and the company has demonstrated its ability to successfully complete complex municipal infrastructure projects.

ARKK Engineers also met with Carlson McClain's management team to discuss this project and the City's expectations. Carlson McClain's management team indicated that they fully understand the project's scope, as well as the expectations and requirements outlined in the contract. They also expressed confidence in their qualified personnel and relevant experience to successfully complete the work within the allocated contract time.

Based on the above, **Carlson McClain Construction Company, LLC.** appears to be a responsible firm capable of performing the specified work in a satisfactory manner. We recommend that the City of Texas City award the **Moses Lake Stormwater Pump Station Project to Carlson McClain Construction Company, LLC. for a total amount of \$12,204,652.80.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

				LOW BIDDER		2		4		3	
				CARLSON MCCLAIN CONSTRUCTION, LLC.		MC2 CIVIL, LLC.		EAGLE CONTRACTING, LLC.		PERSONS SERVICES CORPORATION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
(A) BASE BID ITEMS											
1	Mobilization and Bonds (Not to exceed 5% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 550,000.00	\$ 550,000.00	\$ 625,000.00	\$ 625,000.00	\$ 749,920.00	\$ 749,920.00	\$ 767,285.00	\$ 767,285.00
2	Stormwater Pollution Prevention Plan for a Large Construction Site	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 100,000.00	\$ 100,000.00	\$ 67,199.00	\$ 67,199.00	\$ 134,254.00	\$ 134,254.00
3	Traffic Control and Regulation	LS	1	\$ 91,000.00	\$ 91,000.00	\$ 75,000.00	\$ 75,000.00	\$ 53,920.00	\$ 53,920.00	\$ 180,655.00	\$ 180,655.00
4	Levee Grading and Fill, for Texas City Hurricane Levee	LS	1	\$ 351,000.00	\$ 351,000.00	\$ 350,000.00	\$ 350,000.00	\$ 199,146.65	\$ 199,146.65	\$ 364,007.00	\$ 364,007.00
5	Onsite Grading and Fill, for Pump Station	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 92,088.25	\$ 92,088.25	\$ 1,123,166.00	\$ 1,123,166.00
6	Hydromulch Seeding and Fine Grading for Levee and Onsite Site Restoration	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 41,300.00	\$ 41,300.00	\$ 22,292.00	\$ 22,292.00
7	Mill Existing Asphalt Roadway Pavement, 3" Thickness, and Deliver to City Materials Storage Yard	SY	1,506	\$ 13.00	\$ 19,578.00	\$ 7.00	\$ 10,542.00	\$ 10.40	\$ 15,662.40	\$ 8.00	\$ 12,048.00
8	Remove and Dispose of Existing Onsite Asphalt Pavement	SY	1,083	\$ 17.60	\$ 19,060.80	\$ 8.00	\$ 8,664.00	\$ 14.40	\$ 15,595.20	\$ 8.00	\$ 8,664.00
9	Remove and Dispose of Existing Onsite Sanitary Sewer Manhole	EA	1	\$ 4,050.00	\$ 4,050.00	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00	\$ 2,706.00	\$ 2,706.00
10	Asphalt Black Base for Roadway Construction, 6 inch Thickness	SY	1,616	\$ 52.00	\$ 84,032.00	\$ 60.00	\$ 96,960.00	\$ 67.50	\$ 109,080.00	\$ 72.00	\$ 116,352.00
11	HMAC Type D Level Up Course, 1.5" Thickness	SY	1,593	\$ 52.00	\$ 82,836.00	\$ 18.00	\$ 28,674.00	\$ 18.90	\$ 30,107.70	\$ 24.00	\$ 38,232.00
12	HMAC Type D Surface Course and Transitions, 1.5" Thickness	SY	1,593	\$ 52.00	\$ 82,836.00	\$ 18.00	\$ 28,674.00	\$ 18.90	\$ 30,107.70	\$ 24.00	\$ 38,232.00
13	Wood Post and Cable Fence for Roadway Shoulder Fencing Replacement	LF	1,523	\$ 12.50	\$ 19,037.50	\$ 15.00	\$ 22,845.00	\$ 14.00	\$ 21,322.00	\$ 18.00	\$ 27,414.00
14	Crushed Stone or Crushed Concrete Road Base for Temporary Detour Road Construction, 8" Thickness, Includes Removal	SY	1,410	\$ 29.50	\$ 41,595.00	\$ 30.00	\$ 42,300.00	\$ 47.40	\$ 66,834.00	\$ 43.00	\$ 60,630.00
15	HMAC Type D Surface Course for Temporary Detour Road Construction, 1.5" Thickness, Includes Removal	SY	1,490	\$ 57.50	\$ 85,675.00	\$ 20.00	\$ 29,800.00	\$ 18.90	\$ 28,161.00	\$ 34.00	\$ 50,660.00
16	Site Grading and Fill for Temporary Detour Road, Includes Removal	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 75,000.00	\$ 75,000.00	\$ 36,835.00	\$ 36,835.00	\$ 43,213.00	\$ 43,213.00
17	HMAC Type D Surface Course for onsite pavement, 2" Thickness	SY	613	\$ 52.00	\$ 31,876.00	\$ 32.00	\$ 19,616.00	\$ 54.55	\$ 33,439.15	\$ 39.00	\$ 23,907.00
18	Crushed Stone or Crushed Concrete Road Base for onsite pavement, 8" Thickness	SY	613	\$ 29.00	\$ 17,777.00	\$ 34.00	\$ 20,842.00	\$ 30.35	\$ 18,604.55	\$ 49.00	\$ 30,037.00
19	Reinforced Concrete Driveways and Site Paving, 6" Thickness	SY	1,382	\$ 98.00	\$ 135,436.00	\$ 75.00	\$ 103,650.00	\$ 95.45	\$ 131,911.90	\$ 91.00	\$ 125,762.00
20	Cement Stabilized Sand Subgrade for Onsite Concrete or Asphalt Site Paving, 6" Thickness	SY	2,070	\$ 22.00	\$ 45,540.00	\$ 15.00	\$ 31,050.00	\$ 26.35	\$ 54,544.50	\$ 16.00	\$ 33,120.00
21	Concrete Sidewalks	SY	52	\$ 195.00	\$ 10,140.00	\$ 150.00	\$ 7,800.00	\$ 185.00	\$ 9,620.00	\$ 181.00	\$ 9,412.00
22	Concrete Ramps	SY	9	\$ 300.00	\$ 2,700.00	\$ 200.00	\$ 1,800.00	\$ 206.20	\$ 1,855.80	\$ 511.00	\$ 4,599.00
23	Concrete Curbs, 12" Height	LF	367	\$ 35.00	\$ 12,845.00	\$ 20.00	\$ 7,340.00	\$ 13.55	\$ 4,972.85	\$ 18.00	\$ 6,606.00
24	Temporary Pavement Markings, TXDOT Item 666 Type II (Paint), Includes Removal, 12" Wide Stop Bar, White	LF	33	\$ 32.50	\$ 1,072.50	\$ 6.00	\$ 198.00	\$ 21.40	\$ 706.20	\$ 12.00	\$ 396.00
25	Permanent Pavement Markings, TXDOT Item 666 Type II (Paint) 4" Continuous White Stripe	LF	1,200	\$ 6.00	\$ 7,200.00	\$ 2.00	\$ 2,400.00	\$ 3.96	\$ 4,752.00	\$ 25.00	\$ 30,000.00
26	Permanent Pavement Markings, TXDOT Item 666 Type II (Paint) 4" Dashed Yellow Stripe	LF	255	\$ 6.00	\$ 1,530.00	\$ 2.00	\$ 510.00	\$ 3.96	\$ 1,009.80	\$ 25.00	\$ 6,375.00
27	Remove and Dispose of Existing Site Chain Link Fence (7' Total Height w/ Dual Outrigger, Barbed Wire, and Razor Wire)	LF	452	\$ 5.50	\$ 2,486.00	\$ 3.00	\$ 1,356.00	\$ 1.81	\$ 818.12	\$ 2.00	\$ 904.00
28	Remove & Dispose of Existing Roadway Wood Post & Cable Fence	LF	1,523	\$ 5.50	\$ 8,376.50	\$ 3.00	\$ 4,569.00	\$ 1.76	\$ 2,680.48	\$ 2.00	\$ 3,046.00
29	Chain Link Security Fence, 7' Total Height, with 3 Strand Dual Barbed Wired Outrigger, for Permanent Installation	LF	510	\$ 52.00	\$ 26,520.00	\$ 40.00	\$ 20,400.00	\$ 35.00	\$ 17,850.00	\$ 44.00	\$ 22,440.00
30	Chain Link Swing Gate, 7' Total Height, 12' Wide Opening, with 3 Strand Dual Barbed Wired Outrigger, for Permanent Installation	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,397.00	\$ 2,397.00

				LOW BIDDER		2		4		3	
				CARLSON MCCLAIN CONSTRUCTION, LLC.		MC2 CIVIL, LLC.		EAGLE CONTRACTING, LLC.		PERSONS SERVICES CORPORATION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
31	Concrete Mow Strip for Chain Link Security Fence and Gates, 18-inches wide	LF	522	\$ 20.00	\$ 10,440.00	\$ 25.00	\$ 13,050.00	\$ 44.35	\$ 23,150.70	\$ 56.00	\$ 29,232.00
32	Chain Link Security Fence, 6' Total Height, for Temporary Installation, Includes Removal	LF	576	\$ 41.00	\$ 23,616.00	\$ 20.00	\$ 11,520.00	\$ 11.90	\$ 6,854.40	\$ 15.00	\$ 8,640.00
33	Chain Link Swing Gate, 6' Total Height, 16' Wide Opening, for Temporary Installation, Includes Removal	EA	3	\$ 1,920.00	\$ 5,760.00	\$ 400.00	\$ 1,200.00	\$ 284.25	\$ 852.75	\$ 359.00	\$ 1,077.00
34	Chain Link Man Gate, 6' Total Height, 5' Opening, for Temporary Installation, Includes Removal	EA	1	\$ 1,640.00	\$ 1,640.00	\$ 150.00	\$ 150.00	\$ 113.00	\$ 113.00	\$ 143.00	\$ 143.00
35	Site Grading and Fill for Construction Access Road to Pipe Outfall Area (to Remain in Place Following Construction)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,700.00	\$ 15,700.00	\$ 49,920.00	\$ 49,920.00
36	Crushed Stone or Crushed Concrete, 8" Thick, for Construction Access Road to Pipe Outfall Area (to Remain in Place Following Construction)	SY	2,380	\$ 28.00	\$ 66,640.00	\$ 35.00	\$ 83,300.00	\$ 26.75	\$ 63,665.00	\$ 39.00	\$ 92,820.00
37	Onsite Aerobic Wastewater System (Sized for 1 Single Family Equivalent Unit)	LS	1	\$ 19,500.00	\$ 19,500.00	\$ 20,000.00	\$ 20,000.00	\$ 30,780.00	\$ 30,780.00	\$ 24,768.00	\$ 24,768.00
38	Site Diesel Fuel Piping, 2" Diameter DoubleTrac Double Wall Flexible Pipe by Omegaflex or approved equal	LF	414	\$ 145.00	\$ 60,030.00	\$ 140.00	\$ 57,960.00	\$ 41.05	\$ 16,994.70	\$ 139.00	\$ 57,546.00
39	Site Diesel Fuel Piping Connection to the Existing Fuel Depot Tank	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,520.00	\$ 3,520.00
40	Adjust Existing Water Valve Box to Grade	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 405.00	\$ 810.00	\$ 1,450.00	\$ 2,900.00
41	36" Diameter Ductile Iron Pipe, Mechanical Joint, HDSS, or TR-Flex for Pump Discharge Piping	LF	2,148	\$ 1,026.00	\$ 2,203,848.00	\$ 1,400.00	\$ 3,007,200.00	\$ 1,380.00	\$ 2,964,240.00	\$ 1,425.00	\$ 3,060,900.00
42	Joint Restraints for 36" Ductile Iron Pipe	EA	40	\$ 3,850.00	\$ 154,000.00	\$ 1,800.00	\$ 72,000.00	\$ 2,116.00	\$ 84,640.00	\$ 8,631.59	\$ 345,263.60
43	Ductile Iron Fittings for 36" Ductile Iron Pipe, AWWA C153	TON	9	\$ 54,850.00	\$ 519,429.50	\$ 22,000.00	\$ 208,340.00	\$ 25,890.00	\$ 245,178.30	\$ 27,479.00	\$ 260,226.13
44	Flange Adaptors for 36" Ductile Iron Pipe	EA	16	\$ 8,350.00	\$ 133,600.00	\$ 7,500.00	\$ 120,000.00	\$ 8,945.00	\$ 143,120.00	\$ 7,961.00	\$ 127,376.00
45	Duckbill Check Valve for 36" Ductile Iron Pipe	EA	4	\$ 38,500.00	\$ 154,000.00	\$ 18,000.00	\$ 72,000.00	\$ 20,147.00	\$ 80,588.00	\$ 45,203.00	\$ 180,812.00
46	Fabricated Discharge Pipe Assembly at Levee Crest	LS	1	\$ 751,000.00	\$ 751,000.00	\$ 500,000.00	\$ 500,000.00	\$ 637,200.00	\$ 637,200.00	\$ 964,000.00	\$ 964,000.00
47	Air Release Valve Assembly on Discharge Piping at Levee Crest	EA	4	\$ 26,000.00	\$ 104,000.00	\$ 10,000.00	\$ 40,000.00	\$ 13,851.00	\$ 55,404.00	\$ 15,147.00	\$ 60,588.00
48	Temporary Cofferdam and/or Sheet Pile Cofferdam with Dewatering for all Pump Station and Intake Structures, Includes Removal	LS	1	\$ 673,000.00	\$ 673,000.00	\$ 60,000.00	\$ 60,000.00	\$ 2,633,940.00	\$ 2,633,940.00	\$ 471,263.00	\$ 471,263.00
49	Pump Station Intake Structure Sheet Pile Walls with Cap	SF	7,560	\$ 90.00	\$ 680,400.00	\$ 65.00	\$ 491,400.00	\$ 99.75	\$ 754,110.00	\$ 91.00	\$ 687,960.00
50	Pump Station Intake Structure, Including Paving, Grade Beams, Weep Holes, Crushed Stone Base, Subgrade Materials, and all Appurtenances for a complete installation	LS	1	\$ 238,000.00	\$ 238,000.00	\$ 350,000.00	\$ 350,000.00	\$ 470,509.00	\$ 470,509.00	\$ 517,520.00	\$ 517,520.00
51	Pump Station Intake Hot-Dipped Galvanized Debris Screens	EA	4	\$ 63,500.00	\$ 254,000.00	\$ 25,000.00	\$ 100,000.00	\$ 64,854.50	\$ 259,418.00	\$ 50,714.00	\$ 202,856.00
52	Pump Station Structure Precast Piling, Complete in Place As Shown On the Plans	LF	1,620	\$ 246.00	\$ 398,520.00	\$ 160.00	\$ 259,200.00	\$ 197.00	\$ 319,140.00	\$ 257.00	\$ 416,340.00
53	Pump Station Intake 8' Wide x 6' High Slide Gate	EA	4	\$ 73,000.00	\$ 292,000.00	\$ 35,000.00	\$ 140,000.00	\$ 59,571.00	\$ 238,284.00	\$ 73,290.00	\$ 293,160.00
54	Pump Station Structure, Complete in Place as Shown on the Plans. Includes All Concrete Work, Slide Gates, Railings, Ladders, Grating, Miscellaneous Metals, Wall Penetrations, Site Preparation and all other Required Appurtenances for a Complete Pump Station Structure	LS	1	\$ 1,577,000.00	\$ 1,577,000.00	\$ 3,400,000.00	\$ 3,400,000.00	\$ 2,332,186.00	\$ 2,332,186.00	\$ 2,178,013.00	\$ 2,178,013.00
55	Engine Building Drilled Shafts, Complete in Place As Shown On the Plans. Includes any Required Temporary Casings, Dewatering, Slurry and All Other Items Required for Installation	LF	780	\$ 298.00	\$ 232,440.00	\$ 200.00	\$ 156,000.00	\$ 280.00	\$ 218,400.00	\$ 287.00	\$ 223,860.00
56	Engine Building, Complete in Place as Shown on the Plans	LS	1	\$ 530,700.00	\$ 530,700.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,135,284.00	\$ 1,135,284.00	\$ 731,747.00	\$ 731,747.00
57	Engine Building Diesel Engine Equipment and Pumping Equipment Installation, Complete and in place for a fully operational engine & pump installation	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 600,000.00	\$ 600,000.00	\$ 264,983.00	\$ 264,983.00	\$ 529,184.00	\$ 529,184.00
58	Discharge Pipe Outfall Headwall Structure	LS	1	\$ 278,000.00	\$ 278,000.00	\$ 400,000.00	\$ 400,000.00	\$ 257,392.00	\$ 257,392.00	\$ 228,623.00	\$ 228,623.00

				LOW BIDDER		2		4		3	
ITEM NO.	ITEM DESCRIPTION			CARLSON MCCLAIN CONSTRUCTION, LLC.		MC2 CIVIL, LLC.		EAGLE CONTRACTING, LLC.		PERSONS SERVICES CORPORATION	
		UNIT	QUAN.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
59	Shoreline Protection - Riprap Material in Place as shown on the Plans	CY	680	\$ 139.00	\$ 94,520.00	\$ 185.00	\$ 125,800.00	\$ 251.50	\$ 171,020.00	\$ 254.00	\$ 172,720.00
60	Shoreline Protection - Bedding Stone Material in Place as shown on the Plans	CY	330	\$ 135.00	\$ 44,550.00	\$ 135.00	\$ 44,550.00	\$ 172.00	\$ 56,760.00	\$ 189.00	\$ 62,370.00
61	Shoreline Protection - Excavation for Shoreline Protection As Shown on the Plans.	CY	1,860	\$ 22.00	\$ 40,920.00	\$ 35.00	\$ 65,100.00	\$ 18.00	\$ 33,480.00	\$ 43.00	\$ 79,980.00
SUB-TOTAL (A) BASE BID ITEMS:				\$ 11,653,152.80		\$ 13,165,660.00		\$ 15,361,741.10		\$ 15,354,138.73	
(B) EXTRA WORK (SUPPLEMENTAL) BID ITEMS											
62	Extra Cement Stabilized Sand Backfill for Pipe Installations	CY	200	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00
63	Extra Cement Stabilized Sand Subgrade for Pavement Installations	CY	200	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00
64	Extra Concrete, Unreinforced, for Utility Construction	CY	100	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 475.00	\$ 47,500.00
65	Extra Concrete, Unreinforced, for Structures Construction	CY	200	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00	\$ 150.00	\$ 30,000.00	\$ 750.00	\$ 150,000.00
66	Extra Flowable Fill for Pipeline Utility Bedding and/or backfill	CY	200	\$ 90.00	\$ 18,000.00	\$ 90.00	\$ 18,000.00	\$ 150.00	\$ 30,000.00	\$ 300.00	\$ 60,000.00
67	Additional cost to Upgrade from a Galvanized Steel Debris Screen to Stainless Steel Debris Screen	EA	4	\$ 93,750.00	\$ 375,000.00	\$ 60,000.00	\$ 240,000.00	\$ 75,455.25	\$ 301,821.00	\$ 53,472.00	\$ 213,888.00
68	Improvements to Existing Power Utility Poles as identified on the Plans, Work Performed by Texas New Mexico Power, Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider.	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00
69	Additional Engine, Radiator, and Pump Parts such as hoses, pipe, and other purchased parts required for a complete engine system installation, to consist of only items that are found to be required by the engine manufacturer that are in addition to and over and above the stated contract scope of work	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
70	Additional skilled labor of Diesel Engine Technician, to consist of only items that are found to be required by the engine manufacturer that are in addition to and over and above the stated contract scope of work	HOUR	150	\$ 70.00	\$ 10,500.00	\$ 70.00	\$ 10,500.00	\$ 110.00	\$ 16,500.00	\$ 95.00	\$ 14,250.00
71	Additional unskilled labor, to consist of only items that are found to be required by the engine manufacturer that are in addition to and over and above the stated contract scope of work	HOUR	150	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00	\$ 50.00	\$ 7,500.00	\$ 25.00	\$ 3,750.00
SUB-TOTAL (B) EXTRA WORK (SUPPLEMENTAL) BID ITEMS:				\$ 551,500.00		\$ 416,500.00		\$ 510,821.00		\$ 604,388.00	
SUB-TOTAL (A) BASE BID ITEMS:				\$ 11,653,152.80		\$ 13,165,660.00		\$ 15,361,741.10		\$ 15,354,138.73	
SUB-TOTAL (B) EXTRA WORK (SUPPLEMENTAL) BID ITEMS:				\$ 551,500.00		\$ 416,500.00		\$ 510,821.00		\$ 604,388.00	
RECOMMENDATION: TOTAL AMOUNT BID (A + B):				\$ 12,204,652.80		\$ 13,582,160.00		\$ 15,872,562.10		\$ 15,958,526.73	

ORDINANCE NO. 2026-18

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO TRANSFER FUNDS TO THE CDBG-MITIGATION INFRASTRUCTURE FUND; DIRECTING THE INTERIM FINANCIAL DIRECTOR TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2025-2026; and

WHEREAS, a budget amendment is needed to address the CDBG-Mitigation Infrastructure line item in the amount of \$5,100,000.00.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2025 - 2026 of the City of Texas City, Texas, is hereby amended as follows:

General Fund Unassigned	(101)	(\$5,100,000.00)
CDBG-Mitigation Infrastructure Fund	(244)	\$5,100,000.00
Moses Lake Stormwater Pump Station Project		

SECTION 3: That the Interim Financial Director shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of July 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

(9) (b)

Meeting Date: 07/01/2026

Moses Lake Stormwater Pump Station Project

Submitted For: Jack Haralson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department and ARKK Engineers are seeking Commission approval to enter into a contract with Carlson McClain Construction Company, LLC. in the amount of \$12,204,652.80 for construction of the Moses Lake Storm Water Pump Station project.

BACKGROUND (Brief Summary)

On June 2, 2026, the City of Texas City received four (4) bids for the above-referenced project. (See Exhibit A for Bid Results and Additional Information) The proposed project involves the construction of a stormwater pump station designed to pump water from Moses Lake into Galveston Bay, increasing flood protection for the City of Texas City. The pump station will have a capacity of pumping 136,000 gallons per minute using four diesel-driven pumps.

RECOMMENDATION

It is the recommendation of the Public Works Department for the Commission to approve Carlson McClain Construction Company, LLC for this project.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$12,204,652.80

Source of Funds: CDBG DR - GLO Contract No. 22-119-003-D373

Account #:

Fiscal Impact:

Attachments

Exhibit A
Resolution



June 8, 2026

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for the Moses Lake Stormwater Pump Station Project**
CDBG DR – GLO Contract No. 22-119-003-D373
BID #2026-020
City of Texas City
ARKK Job No. 22-038b

Dear Mr. Haralson:

On June 2, 2026, the City of Texas City received four (4) bids for the above-referenced project. The proposed project involves the construction of a stormwater pump station designed to pump water from Moses Lake into Galveston Bay, increasing flood protection for the City of Texas City. The pump station will have a capacity of 136,000 gallons per minute using four diesel-driven pumps. Moses Lake and Galveston Bay are separated by a U.S. Army Corps of Engineers hurricane protection levee that encircles the city. This project addresses a critical vulnerability in the City's dual-levee flood protection system, which consists of the Galveston County Hurricane Levee and the Texas City Inner Levee.

The City of Texas City currently operates two pump stations with a combined capacity of 1,000,000 gallons per minute to pump stormwater from the City into Moses Lake, which serves as a detention pond. The Moses Lake Flood Gate, a critical closure structure, is closed when tropical systems enter the Gulf of Mexico and is throttled during low tides to allow drainage when possible. During Hurricane Harvey, this throttling practice was instrumental in preventing widespread flooding, likely saving hundreds of structures and miles of roadways from inundation. However, this practice causes accelerated wear on the equipment.

The proposed pump station will enable the City to lower the water level Moses Lake by approximately one vertical foot during the three-day period before an anticipated hurricane strike, creating an additional 2,600 acre-feet of detention storage capacity. This additional storage is equivalent to constructing a new detention pond on purchased land, with an estimated cost of \$100 million. By providing this pre-storm water level reduction capability, the project would substantially enhance the City's flood resilience while reducing operational strain on existing critical infrastructure.

Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

<u>Bidder</u>	<u>Total Amount</u>
Carlson McClain Construction Company, LLC.	\$12,204,652.80
MC2 Civil, LLC.	\$13,582,160.00
Eagle Contracting, LLC.	\$15,872,562.10
Persons Services Corporation	\$15,958,526.73

Bid Evaluation: Below is a summary of the bids received:

Low Bid: \$ 12,204,652.80

High Bid: \$ 15,958,526.73

Average of Bids: \$ 14,404,475.41

Engineer's Estimate: \$ 12,000,000.00

Since the project was originally conceived and budgets established in 2017, the project scope has expanded considerably, resulting in additional costs. In addition to the scope increases, this project has been impacted by a substantial increase in material costs and significant escalation in labor and equipment pricing. The bids received for this project were generally consistent with one another, indicating that the bid amounts reflect current market conditions rather than an isolated or irregular bid.

Carlson McClain Construction Company, LLC was the apparent low bidder and provided qualifications and references for this project. The company was established in 2022 by Mr. Logan Carlson, who previously served as Project Manager for Orion Marine Group, where he managed several similar projects involving marine construction and open water operations. This prior experience provides Carlson McClain Construction with a strong understanding of the operational and environmental conditions associated with construction near open waters. Carlson McClain also provided a list of subcontractors and suppliers with the experience and capability necessary to complete the work as specified.

In its recent work for the City, Carlson McClain Construction has demonstrated its capability to deliver quality work. Carlson McClain has successfully completed, or is currently completing, multiple critical stormwater infrastructure improvement projects for the City, including:

- Sheet Pile Replacement Project at Pump Stations 'A' & 'B' (GLO Contract No. 22-085-017-D253)
- 34th Street Drainage Improvements Project (GLO Contract No. 22-085-017-D253)

City Staff has been pleased with Carlson McClain's work quality and performance, and the company has demonstrated its ability to successfully complete complex municipal infrastructure projects.

ARKK Engineers also met with Carlson McClain's management team to discuss this project and the City's expectations. Carlson McClain's management team indicated that they fully understand the project's scope, as well as the expectations and requirements outlined in the contract. They also expressed confidence in their qualified personnel and relevant experience to successfully complete the work within the allocated contract time.

Based on the above, **Carlson McClain Construction Company, LLC.** appears to be a responsible firm capable of performing the specified work in a satisfactory manner. We recommend that the City of Texas City award the **Moses Lake Stormwater Pump Station Project to Carlson McClain Construction Company, LLC. for a total amount of \$12,204,652.80.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

				LOW BIDDER		2		4		3	
				CARLSON MCCLAIN CONSTRUCTION, LLC.		MC2 CIVIL, LLC.		EAGLE CONTRACTING, LLC.		PERSONS SERVICES CORPORATION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
(A) BASE BID ITEMS											
1	Mobilization and Bonds (Not to exceed 5% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 550,000.00	\$ 550,000.00	\$ 625,000.00	\$ 625,000.00	\$ 749,920.00	\$ 749,920.00	\$ 767,285.00	\$ 767,285.00
2	Stormwater Pollution Prevention Plan for a Large Construction Site	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 100,000.00	\$ 100,000.00	\$ 67,199.00	\$ 67,199.00	\$ 134,254.00	\$ 134,254.00
3	Traffic Control and Regulation	LS	1	\$ 91,000.00	\$ 91,000.00	\$ 75,000.00	\$ 75,000.00	\$ 53,920.00	\$ 53,920.00	\$ 180,655.00	\$ 180,655.00
4	Levee Grading and Fill, for Texas City Hurricane Levee	LS	1	\$ 351,000.00	\$ 351,000.00	\$ 350,000.00	\$ 350,000.00	\$ 199,146.65	\$ 199,146.65	\$ 364,007.00	\$ 364,007.00
5	Onsite Grading and Fill, for Pump Station	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 92,088.25	\$ 92,088.25	\$ 1,123,166.00	\$ 1,123,166.00
6	Hydromulch Seeding and Fine Grading for Levee and Onsite Site Restoration	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 41,300.00	\$ 41,300.00	\$ 22,292.00	\$ 22,292.00
7	Mill Existing Asphalt Roadway Pavement, 3" Thickness, and Deliver to City Materials Storage Yard	SY	1,506	\$ 13.00	\$ 19,578.00	\$ 7.00	\$ 10,542.00	\$ 10.40	\$ 15,662.40	\$ 8.00	\$ 12,048.00
8	Remove and Dispose of Existing Onsite Asphalt Pavement	SY	1,083	\$ 17.60	\$ 19,060.80	\$ 8.00	\$ 8,664.00	\$ 14.40	\$ 15,595.20	\$ 8.00	\$ 8,664.00
9	Remove and Dispose of Existing Onsite Sanitary Sewer Manhole	EA	1	\$ 4,050.00	\$ 4,050.00	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00	\$ 2,706.00	\$ 2,706.00
10	Asphalt Black Base for Roadway Construction, 6 inch Thickness	SY	1,616	\$ 52.00	\$ 84,032.00	\$ 60.00	\$ 96,960.00	\$ 67.50	\$ 109,080.00	\$ 72.00	\$ 116,352.00
11	HMAC Type D Level Up Course, 1.5" Thickness	SY	1,593	\$ 52.00	\$ 82,836.00	\$ 18.00	\$ 28,674.00	\$ 18.90	\$ 30,107.70	\$ 24.00	\$ 38,232.00
12	HMAC Type D Surface Course and Transitions, 1.5" Thickness	SY	1,593	\$ 52.00	\$ 82,836.00	\$ 18.00	\$ 28,674.00	\$ 18.90	\$ 30,107.70	\$ 24.00	\$ 38,232.00
13	Wood Post and Cable Fence for Roadway Shoulder Fencing Replacement	LF	1,523	\$ 12.50	\$ 19,037.50	\$ 15.00	\$ 22,845.00	\$ 14.00	\$ 21,322.00	\$ 18.00	\$ 27,414.00
14	Crushed Stone or Crushed Concrete Road Base for Temporary Detour Road Construction, 8" Thickness, Includes Removal	SY	1,410	\$ 29.50	\$ 41,595.00	\$ 30.00	\$ 42,300.00	\$ 47.40	\$ 66,834.00	\$ 43.00	\$ 60,630.00
15	HMAC Type D Surface Course for Temporary Detour Road Construction, 1.5" Thickness, Includes Removal	SY	1,490	\$ 57.50	\$ 85,675.00	\$ 20.00	\$ 29,800.00	\$ 18.90	\$ 28,161.00	\$ 34.00	\$ 50,660.00
16	Site Grading and Fill for Temporary Detour Road, Includes Removal	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 75,000.00	\$ 75,000.00	\$ 36,835.00	\$ 36,835.00	\$ 43,213.00	\$ 43,213.00
17	HMAC Type D Surface Course for onsite pavement, 2" Thickness	SY	613	\$ 52.00	\$ 31,876.00	\$ 32.00	\$ 19,616.00	\$ 54.55	\$ 33,439.15	\$ 39.00	\$ 23,907.00
18	Crushed Stone or Crushed Concrete Road Base for onsite pavement, 8" Thickness	SY	613	\$ 29.00	\$ 17,777.00	\$ 34.00	\$ 20,842.00	\$ 30.35	\$ 18,604.55	\$ 49.00	\$ 30,037.00
19	Reinforced Concrete Driveways and Site Paving, 6" Thickness	SY	1,382	\$ 98.00	\$ 135,436.00	\$ 75.00	\$ 103,650.00	\$ 95.45	\$ 131,911.90	\$ 91.00	\$ 125,762.00
20	Cement Stabilized Sand Subgrade for Onsite Concrete or Asphalt Site Paving, 6" Thickness	SY	2,070	\$ 22.00	\$ 45,540.00	\$ 15.00	\$ 31,050.00	\$ 26.35	\$ 54,544.50	\$ 16.00	\$ 33,120.00
21	Concrete Sidewalks	SY	52	\$ 195.00	\$ 10,140.00	\$ 150.00	\$ 7,800.00	\$ 185.00	\$ 9,620.00	\$ 181.00	\$ 9,412.00
22	Concrete Ramps	SY	9	\$ 300.00	\$ 2,700.00	\$ 200.00	\$ 1,800.00	\$ 206.20	\$ 1,855.80	\$ 511.00	\$ 4,599.00
23	Concrete Curbs, 12" Height	LF	367	\$ 35.00	\$ 12,845.00	\$ 20.00	\$ 7,340.00	\$ 13.55	\$ 4,972.85	\$ 18.00	\$ 6,606.00
24	Temporary Pavement Markings, TXDOT Item 666 Type II (Paint), Includes Removal, 12" Wide Stop Bar, White	LF	33	\$ 32.50	\$ 1,072.50	\$ 6.00	\$ 198.00	\$ 21.40	\$ 706.20	\$ 12.00	\$ 396.00
25	Permanent Pavement Markings, TXDOT Item 666 Type II (Paint) 4" Continuous White Stripe	LF	1,200	\$ 6.00	\$ 7,200.00	\$ 2.00	\$ 2,400.00	\$ 3.96	\$ 4,752.00	\$ 25.00	\$ 30,000.00
26	Permanent Pavement Markings, TXDOT Item 666 Type II (Paint) 4" Dashed Yellow Stripe	LF	255	\$ 6.00	\$ 1,530.00	\$ 2.00	\$ 510.00	\$ 3.96	\$ 1,009.80	\$ 25.00	\$ 6,375.00
27	Remove and Dispose of Existing Site Chain Link Fence (7' Total Height w/ Dual Outrigger, Barbed Wire, and Razor Wire)	LF	452	\$ 5.50	\$ 2,486.00	\$ 3.00	\$ 1,356.00	\$ 1.81	\$ 818.12	\$ 2.00	\$ 904.00
28	Remove & Dispose of Existing Roadway Wood Post & Cable Fence	LF	1,523	\$ 5.50	\$ 8,376.50	\$ 3.00	\$ 4,569.00	\$ 1.76	\$ 2,680.48	\$ 2.00	\$ 3,046.00
29	Chain Link Security Fence, 7' Total Height, with 3 Strand Dual Barbed Wired Outrigger, for Permanent Installation	LF	510	\$ 52.00	\$ 26,520.00	\$ 40.00	\$ 20,400.00	\$ 35.00	\$ 17,850.00	\$ 44.00	\$ 22,440.00
30	Chain Link Swing Gate, 7' Total Height, 12' Wide Opening, with 3 Strand Dual Barbed Wired Outrigger, for Permanent Installation	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,397.00	\$ 2,397.00

				LOW BIDDER		2		4		3	
				CARLSON MCCLAIN CONSTRUCTION, LLC.		MC2 CIVIL, LLC.		EAGLE CONTRACTING, LLC.		PERSONS SERVICES CORPORATION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
31	Concrete Mow Strip for Chain Link Security Fence and Gates, 18-inches wide	LF	522	\$ 20.00	\$ 10,440.00	\$ 25.00	\$ 13,050.00	\$ 44.35	\$ 23,150.70	\$ 56.00	\$ 29,232.00
32	Chain Link Security Fence, 6' Total Height, for Temporary Installation, Includes Removal	LF	576	\$ 41.00	\$ 23,616.00	\$ 20.00	\$ 11,520.00	\$ 11.90	\$ 6,854.40	\$ 15.00	\$ 8,640.00
33	Chain Link Swing Gate, 6' Total Height, 16' Wide Opening, for Temporary Installation, Includes Removal	EA	3	\$ 1,920.00	\$ 5,760.00	\$ 400.00	\$ 1,200.00	\$ 284.25	\$ 852.75	\$ 359.00	\$ 1,077.00
34	Chain Link Man Gate, 6' Total Height, 5' Opening, for Temporary Installation, Includes Removal	EA	1	\$ 1,640.00	\$ 1,640.00	\$ 150.00	\$ 150.00	\$ 113.00	\$ 113.00	\$ 143.00	\$ 143.00
35	Site Grading and Fill for Construction Access Road to Pipe Outfall Area (to Remain in Place Following Construction)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,700.00	\$ 15,700.00	\$ 49,920.00	\$ 49,920.00
36	Crushed Stone or Crushed Concrete, 8" Thick, for Construction Access Road to Pipe Outfall Area (to Remain in Place Following Construction)	SY	2,380	\$ 28.00	\$ 66,640.00	\$ 35.00	\$ 83,300.00	\$ 26.75	\$ 63,665.00	\$ 39.00	\$ 92,820.00
37	Onsite Aerobic Wastewater System (Sized for 1 Single Family Equivalent Unit)	LS	1	\$ 19,500.00	\$ 19,500.00	\$ 20,000.00	\$ 20,000.00	\$ 30,780.00	\$ 30,780.00	\$ 24,768.00	\$ 24,768.00
38	Site Diesel Fuel Piping, 2" Diameter DoubleTrac Double Wall Flexible Pipe by Omegaflex or approved equal	LF	414	\$ 145.00	\$ 60,030.00	\$ 140.00	\$ 57,960.00	\$ 41.05	\$ 16,994.70	\$ 139.00	\$ 57,546.00
39	Site Diesel Fuel Piping Connection to the Existing Fuel Depot Tank	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,520.00	\$ 3,520.00
40	Adjust Existing Water Valve Box to Grade	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 405.00	\$ 810.00	\$ 1,450.00	\$ 2,900.00
41	36" Diameter Ductile Iron Pipe, Mechanical Joint, HDSS, or TR-Flex for Pump Discharge Piping	LF	2,148	\$ 1,026.00	\$ 2,203,848.00	\$ 1,400.00	\$ 3,007,200.00	\$ 1,380.00	\$ 2,964,240.00	\$ 1,425.00	\$ 3,060,900.00
42	Joint Restraints for 36" Ductile Iron Pipe	EA	40	\$ 3,850.00	\$ 154,000.00	\$ 1,800.00	\$ 72,000.00	\$ 2,116.00	\$ 84,640.00	\$ 8,631.59	\$ 345,263.60
43	Ductile Iron Fittings for 36" Ductile Iron Pipe, AWWA C153	TON	9	\$ 54,850.00	\$ 519,429.50	\$ 22,000.00	\$ 208,340.00	\$ 25,890.00	\$ 245,178.30	\$ 27,479.00	\$ 260,226.13
44	Flange Adaptors for 36" Ductile Iron Pipe	EA	16	\$ 8,350.00	\$ 133,600.00	\$ 7,500.00	\$ 120,000.00	\$ 8,945.00	\$ 143,120.00	\$ 7,961.00	\$ 127,376.00
45	Duckbill Check Valve for 36" Ductile Iron Pipe	EA	4	\$ 38,500.00	\$ 154,000.00	\$ 18,000.00	\$ 72,000.00	\$ 20,147.00	\$ 80,588.00	\$ 45,203.00	\$ 180,812.00
46	Fabricated Discharge Pipe Assembly at Levee Crest	LS	1	\$ 751,000.00	\$ 751,000.00	\$ 500,000.00	\$ 500,000.00	\$ 637,200.00	\$ 637,200.00	\$ 964,000.00	\$ 964,000.00
47	Air Release Valve Assembly on Discharge Piping at Levee Crest	EA	4	\$ 26,000.00	\$ 104,000.00	\$ 10,000.00	\$ 40,000.00	\$ 13,851.00	\$ 55,404.00	\$ 15,147.00	\$ 60,588.00
48	Temporary Cofferdam and/or Sheet Pile Cofferdam with Dewatering for all Pump Station and Intake Structures, Includes Removal	LS	1	\$ 673,000.00	\$ 673,000.00	\$ 60,000.00	\$ 60,000.00	\$ 2,633,940.00	\$ 2,633,940.00	\$ 471,263.00	\$ 471,263.00
49	Pump Station Intake Structure Sheet Pile Walls with Cap	SF	7,560	\$ 90.00	\$ 680,400.00	\$ 65.00	\$ 491,400.00	\$ 99.75	\$ 754,110.00	\$ 91.00	\$ 687,960.00
50	Pump Station Intake Structure, Including Paving, Grade Beams, Weep Holes, Crushed Stone Base, Subgrade Materials, and all Appurtenances for a complete installation	LS	1	\$ 238,000.00	\$ 238,000.00	\$ 350,000.00	\$ 350,000.00	\$ 470,509.00	\$ 470,509.00	\$ 517,520.00	\$ 517,520.00
51	Pump Station Intake Hot-Dipped Galvanized Debris Screens	EA	4	\$ 63,500.00	\$ 254,000.00	\$ 25,000.00	\$ 100,000.00	\$ 64,854.50	\$ 259,418.00	\$ 50,714.00	\$ 202,856.00
52	Pump Station Structure Precast Piling, Complete in Place As Shown On the Plans	LF	1,620	\$ 246.00	\$ 398,520.00	\$ 160.00	\$ 259,200.00	\$ 197.00	\$ 319,140.00	\$ 257.00	\$ 416,340.00
53	Pump Station Intake 8' Wide x 6' High Slide Gate	EA	4	\$ 73,000.00	\$ 292,000.00	\$ 35,000.00	\$ 140,000.00	\$ 59,571.00	\$ 238,284.00	\$ 73,290.00	\$ 293,160.00
54	Pump Station Structure, Complete in Place as Shown on the Plans. Includes All Concrete Work, Slide Gates, Railings, Ladders, Grating, Miscellaneous Metals, Wall Penetrations, Site Preparation and all other Required Appurtenances for a Complete Pump Station Structure	LS	1	\$ 1,577,000.00	\$ 1,577,000.00	\$ 3,400,000.00	\$ 3,400,000.00	\$ 2,332,186.00	\$ 2,332,186.00	\$ 2,178,013.00	\$ 2,178,013.00
55	Engine Building Drilled Shafts, Complete in Place As Shown On the Plans. Includes any Required Temporary Casings, Dewatering, Slurry and All Other Items Required for Installation	LF	780	\$ 298.00	\$ 232,440.00	\$ 200.00	\$ 156,000.00	\$ 280.00	\$ 218,400.00	\$ 287.00	\$ 223,860.00
56	Engine Building, Complete in Place as Shown on the Plans	LS	1	\$ 530,700.00	\$ 530,700.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,135,284.00	\$ 1,135,284.00	\$ 731,747.00	\$ 731,747.00
57	Engine Building Diesel Engine Equipment and Pumping Equipment Installation, Complete and in place for a fully operational engine & pump installation	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 600,000.00	\$ 600,000.00	\$ 264,983.00	\$ 264,983.00	\$ 529,184.00	\$ 529,184.00
58	Discharge Pipe Outfall Headwall Structure	LS	1	\$ 278,000.00	\$ 278,000.00	\$ 400,000.00	\$ 400,000.00	\$ 257,392.00	\$ 257,392.00	\$ 228,623.00	\$ 228,623.00

				LOW BIDDER		2		4		3	
ITEM NO.	ITEM DESCRIPTION			CARLSON MCCLAIN CONSTRUCTION, LLC.		MC2 CIVIL, LLC.		EAGLE CONTRACTING, LLC.		PERSONS SERVICES CORPORATION	
		UNIT	QUAN.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
59	Shoreline Protection - Riprap Material in Place as shown on the Plans	CY	680	\$ 139.00	\$ 94,520.00	\$ 185.00	\$ 125,800.00	\$ 251.50	\$ 171,020.00	\$ 254.00	\$ 172,720.00
60	Shoreline Protection - Bedding Stone Material in Place as shown on the Plans	CY	330	\$ 135.00	\$ 44,550.00	\$ 135.00	\$ 44,550.00	\$ 172.00	\$ 56,760.00	\$ 189.00	\$ 62,370.00
61	Shoreline Protection - Excavation for Shoreline Protection As Shown on the Plans.	CY	1,860	\$ 22.00	\$ 40,920.00	\$ 35.00	\$ 65,100.00	\$ 18.00	\$ 33,480.00	\$ 43.00	\$ 79,980.00
SUB-TOTAL (A) BASE BID ITEMS:				\$ 11,653,152.80		\$ 13,165,660.00		\$ 15,361,741.10		\$ 15,354,138.73	
(B) EXTRA WORK (SUPPLEMENTAL) BID ITEMS											
62	Extra Cement Stabilized Sand Backfill for Pipe Installations	CY	200	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00
63	Extra Cement Stabilized Sand Subgrade for Pavement Installations	CY	200	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00
64	Extra Concrete, Unreinforced, for Utility Construction	CY	100	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 475.00	\$ 47,500.00
65	Extra Concrete, Unreinforced, for Structures Construction	CY	200	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00	\$ 150.00	\$ 30,000.00	\$ 750.00	\$ 150,000.00
66	Extra Flowable Fill for Pipeline Utility Bedding and/or backfill	CY	200	\$ 90.00	\$ 18,000.00	\$ 90.00	\$ 18,000.00	\$ 150.00	\$ 30,000.00	\$ 300.00	\$ 60,000.00
67	Additional cost to Upgrade from a Galvanized Steel Debris Screen to Stainless Steel Debris Screen	EA	4	\$ 93,750.00	\$ 375,000.00	\$ 60,000.00	\$ 240,000.00	\$ 75,455.25	\$ 301,821.00	\$ 53,472.00	\$ 213,888.00
68	Improvements to Existing Power Utility Poles as identified on the Plans, Work Performed by Texas New Mexico Power, Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider.	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00
69	Additional Engine, Radiator, and Pump Parts such as hoses, pipe, and other purchased parts required for a complete engine system installation, to consist of only items that are found to be required by the engine manufacturer that are in addition to and over and above the stated contract scope of work	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
70	Additional skilled labor of Diesel Engine Technician, to consist of only items that are found to be required by the engine manufacturer that are in addition to and over and above the stated contract scope of work	HOUR	150	\$ 70.00	\$ 10,500.00	\$ 70.00	\$ 10,500.00	\$ 110.00	\$ 16,500.00	\$ 95.00	\$ 14,250.00
71	Additional unskilled labor, to consist of only items that are found to be required by the engine manufacturer that are in addition to and over and above the stated contract scope of work	HOUR	150	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00	\$ 50.00	\$ 7,500.00	\$ 25.00	\$ 3,750.00
SUB-TOTAL (B) EXTRA WORK (SUPPLEMENTAL) BID ITEMS:				\$ 551,500.00		\$ 416,500.00		\$ 510,821.00		\$ 604,388.00	
SUB-TOTAL (A) BASE BID ITEMS:				\$ 11,653,152.80		\$ 13,165,660.00		\$ 15,361,741.10		\$ 15,354,138.73	
SUB-TOTAL (B) EXTRA WORK (SUPPLEMENTAL) BID ITEMS:				\$ 551,500.00		\$ 416,500.00		\$ 510,821.00		\$ 604,388.00	
RECOMMENDATION: TOTAL AMOUNT BID (A + B):				\$ 12,204,652.80		\$ 13,582,160.00		\$ 15,872,562.10		\$ 15,958,526.73	

RESOLUTION NO. 2026-075

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE MOSES LAKE STORM WATER PUMP STATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on June 2, 2026, the City of Texas City received four (4) bids for the above-referenced project. The proposed project involves the construction of a stormwater pump station designed to pump water from Moses Lake into Galveston Bay, increasing flood protection for the City of Texas City; and

WHEREAS, the pump station will have a capacity of pumping 136,000 gallons per minute using four diesel-driven pumps; and

WHEREAS, it is the recommendation of the Public Works Department and ARKK Engineers to enter into a contract with Carlson McClain Construction Company, LLC, in the amount of \$12,204,652.80 for the construction of the Moses Lake Storm Water Pump Station project.

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

SECTION 1: That the successful responsible bidder for the construction of the Moses Lake Storm Water Pump Station project was Carlson McClain Construction Company, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Carlson McClain Construction Company, LLC for the construction of the Moses Lake Storm Water Pump Station project, for the bid amount of \$12,204,652.80, 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 1st day of July 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

CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 07/01/2026

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
Ordinance

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)

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF TEXAS CITY, TEXAS, AMENDING THE CITY PLUMBING CODE IN RESPONSE TO TCEQ REGULATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of 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 requirements, customer service inspection (CSI) requirements, 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).

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

SECTION 1: The Commission of the City of Texas City hereby approves the adoption of the amended Plumbing Code in response to TCEQ regulations as attached hereto as "Exhibit A" and made hereof for all intents and purposes.

SECTION 2: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 3: That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

PASSED AND ADOPTED this 1st day of July 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

(9) (d)

Meeting Date: 07/01/2026

Gulf Coast Water Authority Contract

Submitted For: Jack Haralson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Public Works Department is requesting Commission approval of the amended contract with Gulf Coast Water Authority as per the attached documents (Exhibit A and B).

BACKGROUND (Brief Summary)

Purchasing of water from Gulf Coast Water Authority

RECOMMENDATION

It is the recommendation of the Public Works Department and Utilities to approve the above amended contract with Gulf Coast Water Authority for the continued purchase of drinking water.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested:

Source of Funds: FY26 Budget

Account #:

Fiscal Impact:

Attachments

Exhibit A

Exhibit B

Resolution

AMENDED AND RESTATED INTERIM WATER SUPPLY AGREEMENT

This AMENDED AND RESTATED INTERIM WATER SUPPLY AGREEMENT (this “Agreement”) is entered into as of this the ____ day of _____, 2026 (the “Effective Date”), by and between the GULF COAST WATER AUTHORITY, a conservation and reclamation district of the State of Texas (the “Authority”), and THE CITY OF TEXAS CITY, TEXAS, a municipal corporation and home rule city of the State of Texas (the “Customer”). Each of the Authority and Customer may be referred to herein as a “Party” and collectively as the “Parties.” This Agreement completely amends, replaces and supersedes any prior agreements between the Parties regarding the subject matter herein, including, without limitation, that certain Interim Water Supply Agreement by and between the Authority and the City, dated November 16, 2006, and that certain First Amendment to Interim Water Supply Agreement by and between the Authority and the City, dated March 1, 2013 (collectively, the “Prior Agreement”).

WITNESSETH:

WHEREAS, the Authority sells raw water at wholesale to municipal, industrial and agricultural customers in Galveston, Brazoria and Fort Bend Counties, Texas; and

WHEREAS, in 2006 the Authority purchased substantially all of the real and personal property of the Chocolate Bayou Water Company; and

WHEREAS, Customer desired to purchase wholesale raw water from the Authority to supply raw water for a proposed 2011 expansion of the Thomas Mackey Water Treatment Plant (the “Proposed 2011 Expansion”) subsequent to the Authority’s acquisition of the assets of the Chocolate Bayou Water Company; and

WHEREAS, Customer, the City of Galveston, Texas (“Galveston”), and the City of Pearland, Texas (“Pearland”), each desired to reserve the right to purchase water on a take-or-pay basis from the Authority in exchange for certain payments to the Authority; and

WHEREAS, Customer entered into the Prior Agreement, and Galveston and Pearland each entered into similar interim water supply agreements (collectively with the Prior Agreements, the “Interim Water Supply Agreements”), for such purpose; and

WHEREAS, in connection with the Authority’s purchase of substantially all of the real and personal property of the Chocolate Bayou Water Company, the Authority issued its Contract Revenue Bond, Series 2006 (the “Bond”), which Bond was secured by the revenues received from Customer, Galveston, and Pearland under the Interim Water Supply Agreements; and

WHEREAS, the Interim Water Supply Agreements provided that the Authority could remarket certain water designated as surplus water to remarket customers, including the expected participants in the Proposed 2011 Expansion and INEOS Olefins and Polymers USA, a division of INEOS USA LLC (“INEOS”); and

WHEREAS, the Authority remarketed a portion of the surplus water to INEOS from time to time and used such payments to make prepayments on the Bond and to facilitate the refinancing of the Bond, which reduced the debt service obligations of Customer; and

WHEREAS, the Bond has been fully paid and is no longer outstanding; and

WHEREAS, the Authority, Customer, and Galveston collectively intended that the Interim Water Supply Contracts would be replaced by long-term water supply contracts in connection with the Proposed 2011 Expansion, but because the Proposed 2011 Expansion was abandoned, no long-term water supply contracts have been executed; and

WHEREAS, Customer desires to retain the right to purchase on a take or pay basis certain water for future needs of Customer, and Customer and the Authority desire to establish a mechanism to facilitate the retention of such rights in a manner that will allow the Authority cover the cost associated with backing up such water until such time as Customer enters into a long-term Water Supply Contract (as defined herein) with the Authority;

NOW THEREFORE, for good and valuable consideration including the premises, the Parties agree as follows:

Section 1. Classification of the Right to Purchase Prior Agreement Water. Under the Prior Agreement, Customer maintained a right to purchase on a take or pay basis up to 8,651,260.8 gallons per day (“GPD”) of Brazos River run of the river water (the “Prior Agreement Water”) (subject to applicable regulatory and/or legal conditions imposed on the Authority by the Texas Commission on Environmental Quality (“TCEQ”) or other state or federal administrative agencies) measured and taken from the river at or near the Authority’s Briscoe Pump Station on the Brazos River or, if the TCEQ failed to issue the permit amendments required therefor, at the Juliff Pump Station on the Brazos River, under a future long-term water supply contract. Customer and the Authority now desire to classify the Prior Agreement Water as Option Quantity and to provide a schedule to track the disposition of the right to purchase such water as provided in this Agreement. The 8,651,260.8 GPD of the Prior Agreement Water is hereby designated as the “Original Option Quantity.”

Attached hereto as Schedule I, as may be amended from time to time to reflect the disposition of the Original Option Quantity as provided in this Agreement, is a schedule showing the current amount of Option Quantity, the reductions in Option Quantity from the remarketing of Remarket Quantity pursuant to Section 2(c) of this Agreement, the reductions in Option Quantity from the exercise of the Option, and the reductions in Option Quantity from any release of Option Quantity pursuant to section 2(g) of this Agreement.

Section 2. Option Quantity. Customer desires to obtain an option to convert the Option Quantity into a long-term supply of water (subject to applicable regulatory and/or legal conditions imposed on the Authority by the TCEQ or other state or federal administrative agencies) measured and taken from the river at the Juliff Pump Station or (subject to the receipt of applicable regulatory and/or legal approval by TCEQ or other state or federal administrative agencies and any conditions imposed on the Authority by the TCEQ or other state or federal administrative agencies) at or near the Authority’s Briscoe Pump Station, Shannon Pump Station or William May

Pump Station on the Brazos River under a long-term raw water supply contract as further defined and described in subsection (d) of this Section (the “Water Supply Contract”).

a. Option Quantity. The purpose of this Agreement is to provide a mechanism for Customer to reserve the right to purchase on a take or pay basis up to the “Option Quantity” (as such term is defined and reflected in Schedule I, as amended from time to time) at a location to be determined by mutual agreement of Customer and the Authority at the time the Option is exercised. For and in consideration of the payments described herein, the Authority agrees that Customer shall have the option (the “Option”), exercisable as set out herein, to purchase on a take or pay basis up to the Option Quantity.

b. Price of Option. Beginning September 1, 2034, Customer agrees to pay monthly to the Authority at its offices in Texas City, Texas, as “Option Payments,” an amount equal to the Option Quantity times the then current published rate for stored water for the Canal A & B System (or, if the Authority combines the Canal A & B System and the Juliff System, the resulting combined canal system) (the “Stored Water Rate”) as set by the Board of Directors of the Authority (the “Board”). For purposes of illustration, the Authority’s Stored Water Rate for the period beginning September 1, 2024, is one hundred and eleven dollars and fifty-one cents (\$111.51) per million gallons per day. For the period extending from the Effective Date through August 31, 2034, the Option Payments shall be deemed prepaid.

c. Decrease in Option Quantity; Remarket Quantity.

(i) The Option Quantity may be decreased by Customer at any time and from time to time by any amount of the then current Option Quantity (each such amount, the “Remarket Quantity”) that (A) a political subdivision or other entity the Authority has determined is a financially responsible water customer, whether new or old, with whom the Authority is willing to contract (each such customer, “Authority’s Other Customer”), is willing to contract for from the Authority under a long-term water supply contract substantially the same as the Authority’s contracts with other similarly situated customers, (B) will be available (taking into account Customer’s requested decrease in the Option Quantity) from the Authority to Authority’s Other Customer, and (C) the Authority determines is capable of being distributed to the proposed point(s) of delivery for Authority’s Other Customer acquiring such Remarket Quantity through the Authority’s facilities.

(ii) Each decrease in the Option Quantity pursuant to this subsection shall be accomplished by written notice from Customer to the Authority which (A) shall be signed also by Authority’s Other Customer acquiring such Remarket Quantity, (B) shall specify the amount and effective date of such decrease and the Remarket Quantity desired by the Authority’s Other Customer as contract quantity, (C) shall express the Authority’s Other Customer’s willingness to enter into a long-term water supply contract with the Authority effective as of the specified effective date for such decrease, and (D) shall be given at least ninety (90) days in advance of such effective date. Customer may include a negotiated price per 1,000 gallons of Remarket Quantity to be paid to the Customer by the Authority’s Other Customer acquiring such Remarket Quantity as contract quantity; provided,

however, that such charge shall be in addition to any amounts due under the long-term water supply contract between the Authority and the Authority's Other Customer. If such a charge is included as a condition to the acquisition by the Authority's Other Customer of such Remarket Quantity as contract quantity, the notice to the Authority shall include the amount of such charge on a price per 1,000 gallon basis. Upon the effective date of such long-term water supply contract with the Authority's Other Customer, the Option shall terminate as to the Remarket Quantity but otherwise continue in effect as to any remaining portion of the Option Quantity for the remainder of the Option Period, and Schedule I shall be updated to reduce the Option Quantity by the quantity of Option Water that is being converted to Remarket Quantity in such long-term water supply contract.

d. Exercise of Option; Conditions; Water Supply Contract.

(i) At any time during the term of this Option, Customer may exercise its option to purchase on a take or pay basis raw water in any amount up to the Option Quantity by giving the Authority ninety (90) days' written notice of its intent to exercise the Option and the execution of a Water Supply Contract as provided herein below. Such amount may be less than, but may not be more than, the Option Quantity. The written notice shall state (A) the amount of water, in MGD, that Customer wishes to purchase, (B) the proposed point of delivery for such water, and (C) the proposed mechanism for financing the delivery facilities required to facilitate the delivery of water from the Authority's existing water delivery system to Customer.

(ii) Customer recognizes that the Parties must enter into a long-term raw water supply contract for the delivery of any such Option Quantity (the "Water Supply Contract") as a condition to the exercise of the Option. The Water Supply Contract shall specifically provide the terms and conditions for the sale and delivery of raw water to the Customer. Such terms shall include, among other terms, (A) the method of financing water conveyance facilities required for the delivery of Option Water from the Authority's system to the Customer's delivery point, and (B) provision for payment by the Customer to the Authority of (1) Customer's pro rata share of the design and construction of water conveyance facilities required for the delivery of Option Water from the Authority's system to the Customer's delivery point, (2) any costs associated with Authority infrastructure improvement studies, engineering, construction and improvements to Authority facilities required for the delivery of Option Water from the Authority's system to the Customer's delivery point, (3) reasonable legal, professional, and other administrative costs incurred by the Authority for negotiation and execution of the Water Supply Contract, and (4) Customer's applicable portion of ongoing maintenance and operating expenses.

The Parties acknowledge that the Authority currently has no remaining capacity to provide potable water at the Thomas S. Mackey Water Treatment Plant or any other Authority facilities, and that the provision of potable water to Customer under a long-term water supply contract will require the financing, design and construction of additional water treatment facilities pursuant to a special facilities agreement between the Authority, the Customer, and any other Authority customers

participating in the development and financing of such additional water treatment facilities.

In addition, the Water Supply Contract shall contain language to the effect that upon the expiration of the term of the Water Supply Contract or any renewal term thereof, the Authority agrees to continue to provide water to the Customer (to the extent then permitted by law and reasonably feasible) in a manner similar to other similarly situated customers receiving water under long-term water supply contracts. The Parties agree to negotiate in good faith the terms of the Water Supply Contract and any renewal thereof. In recognition of the payments previously made by Customer in connection with the Prior Agreement Water, Customer shall not be required to pay the then current raw water buy-in fee established by the Authority Board in connection with the exercise of this Option.

(iii) If, after providing the notice described in Section 2(d)(i), Customer notifies the Authority that it desires to exercise its option to purchase raw water on a take or pay basis but it does not intend to build the water conveyance facilities or other infrastructure necessary to take the water, then Customer and the Authority may enter into a Water Supply Contract pursuant to which Customer pays the then current Canal A & B System (or, if the Authority combines the Canal A & B System and the Juliff System, the resulting combined canal system) rates paid by other customers of the Authority, but Customer has no right to receive water. Under such an arrangement, the Authority shall have no obligation to deliver water to Customer until such time as Customer and the Authority amend the Water Supply Contract to provide for the construction and financing of water conveyance facilities and other infrastructure as more specifically described in Section 2(d)(ii) as well as the construction (at Customer's expense) of Customer's delivery point facilities.

e. Modifications to Schedule I. Upon execution of a Water Supply Contract, Schedule I shall be updated to reduce Customer's Option Quantity by the amount of the Option Quantity that is being converted to contract quantity in the Water Supply Contract.

f. Term of Option. The term of the Option shall be for a period that expires August 31, 2044.

g. Termination of Option. The Authority may terminate the Option for any nonpayment, which continues for ninety (90) days after written notice to Customer. Customer may terminate the Option or release to the Authority any portion of the Option Quantity on six months' written notice to the Authority.

Section 3. Billing. To the extent that any monies are then due under this Agreement, the Authority shall bill Customer at an address provided by the Customer in writing. The Authority will invoice Customer monthly for the Option Payments by the 5th day of each month. Payment by Customer will be due thirty (30) days after the date of the invoice. Any amounts not paid when due shall bear interest at the lesser of 10% per annum or the highest nonusurious rate of interest

applicable under Chapter 2251.025, Texas Government Code, as amended, or other applicable State law.

Section 4. Default and Remedies. It shall be an event of default hereunder if Customer shall fail to timely pay any amount due hereunder, and Customer shall have thirty (30) days after receiving written notice of default from the Authority to make such payment. If Customer fails to cure such default within the aforementioned time, the Authority, at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect under this Section to terminate this Agreement. Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either Party hereunto of any means that it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

Section 5. Obligations Absolute. All payments required to be made by the Customer to the Authority under this Agreement shall be payable from legally available funds received by the Customer from the ownership and operation of its water system (or its water system as a portion of its combined utility system) (the "Water System"). Payments made to the Authority shall be treated as an operating expense of Customer's Water System. Nothing in this Section, however, shall be construed as preventing Customer, in its sole discretion, from making any payment due the Authority from sources other than revenues and income of Customer's Water System. Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, all payments made hereunder shall be made from current revenues available to the paying party, and the Parties agree that payments made hereunder are in amounts that fairly compensate the performing party for services or functions performed under this Agreement. This Agreement was approved by resolution of a majority vote of the governing body of each of the Parties at a duly called meeting. The payment obligations of Customer hereunder are absolute and unconditional without any right of set-off.

Section 6. Term of Agreement. The term of this Agreement shall commence, following its execution by both Parties, on the Effective Date set forth in the preamble hereto, and shall terminate upon the earlier to occur of either (i) the reduction in the Option Quantity to zero through the execution of one or more Water Supply Contracts and/or reductions in Option Quantity through the other mechanisms described in this Agreement; or (ii) August 31, 2044.

Section 7. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, and nothing in this Section shall require the Authority to consent to the assignment of any of Customer's rights under this Agreement.

Section 8. Ownership of Water. Customer agrees that it acquires no property rights in any of the water made available to it under this Agreement beyond the right to have the water made available to it for withdrawal and beneficial use as provided in this Agreement and the Water Supply Contract. Customer acquires no rights or interest in the Authority's water rights or supply sources. The Authority shall exercise dominion and control over the water to be delivered to Customer until it reaches the delivery point specified in the Water Supply Contract; after the water passes through the delivery point, ownership of, and dominion and control over, the water shall transfer to Customer as further provided in the Water Supply Contract.

Section 9. Repealer. Upon the Effective Date, this Agreement completely amends, repeals and replaces and supersedes the Prior Agreement and all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties.

Section 10. Complete Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Prior Agreement Water. There are no warranties, representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for herein, and the Parties shall not be bound by or liable for any alleged warranty, representation, agreement, arrangement, or understanding. Neither of the Parties hereto have relied on any statements or representations that have been made by the other Party that are not set forth in this Agreement, and neither Party is entitled to rely on any representation, agreement or obligation that is not expressly stated in this Agreement.

[Execution Page Follows]

AGREED TO BY:

GULF COAST WATER AUTHORITY

AGREED TO BY:

CITY OF TEXAS CITY, TEXAS

President, Board of Directors

City Manager

ATTESTED BY:

ATTESTED BY:

Secretary, Board of Directors

City Secretary

SEAL

APPROVED AS TO FORM:

City Attorney

[Execution Page to Amended and Restated Interim Water Supply Agreement]

Schedule I

Disposition of Option Quantity (Updated May 2026)¹

- I. Prior Agreement Water: 8,651,260.8 GPD (Original Option Quantity).
 - A. Current Option Quantity: 8,651,260.8 GPD.
 - B. Reductions in Option Quantity Pursuant to Section 2(c): 0 GPD.
 - C. Reductions in Option Quantity from Exercise of Option: 0 GPD.
 - D. Reductions in Option Quantity from Release of Option Quantity Pursuant to Section 2(g) of this Agreement: 0 GPD

¹ This schedule will be updated by the Authority in connection with each purchase by the Authority's Other Customers of Remarket Quantity, the conversion of Option Quantity to contract quantity as provided in the Agreement, or other reduction in Option Quantity as provided in the Agreement. The Authority will provide Customer with a copy of the revised schedule in connection with each adjustment.

AMENDED AND RESTATED
MUNICIPAL SYSTEM CUSTOMER CONTRACT

between

GULF COAST WATER AUTHORITY

and

CITY OF TEXAS CITY, TEXAS

Dated as of _____, 20__

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AMENDED AND RESTATED
MUNICIPAL SYSTEM CUSTOMER CONTRACT

THIS AMENDED AND RESTATED MUNICIPAL SYSTEM CUSTOMER CONTRACT (this "Agreement"), dated the ____ day of _____, 20__, is entered into by and between GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district (the "Authority"), and CITY OF TEXAS CITY, TEXAS ("Purchaser"). This Agreement completely amends, repeals and replaces and supersedes any prior agreements between the parties (or their predecessors in interest) regarding the subject matter herein, including, without limitation, the Mainland Water Project Customer Contract, entered into between the Authority, formerly known as Galveston County Water Authority, and Purchaser, dated as of August 7, 1981, as amended by the First Amendment, dated as of September 16, 1981, the Second Amendment, dated as of June 18, 1998, the Third Amendment, dated as of June 16, 2011, the Fourth Amendment, dated as of April 1, 2015, and the Fifth Amendment, dated as of May 1, 2015, and the Mainland Water Project Customer Contract (South Project), entered into between the Authority and Purchaser on July 1, 1998, as amended by the First Amendment, dated as of June 16, 2011, and the Second Amendment, dated as of April 1, 2015 (collectively, the "Existing Agreements").

WITNESSETH:

RECITALS

WHEREAS, Purchaser is located in Galveston County, Texas, and needs a reliable supply of Potable Water (as defined herein); and

WHEREAS, the Authority supplies water to customers in its Canal Division, Industrial Division and Mainland Division (each as hereafter defined); and

WHEREAS, through its Mainland Division, the Authority supplies Potable Water to various customers through the Mainland Project (as hereafter defined); and

WHEREAS, in order to more accurately reflect the composition of the Customers currently served by the Mainland Division and the operation of the water system, the Authority will now refer to the Mainland Project and the Mainland Division as the Municipal System; and

WHEREAS, the Customers (as hereafter defined) have previously entered into the Existing Agreements through which the Customers receive Potable Water that is supplied by the Municipal System and the parties to such contracts now wish to amend and restate the terms thereof; and

WHEREAS, Purchaser and other entities entering into a Municipal System Customer Contract (as defined herein) similar to this Agreement acknowledge that the Authority will issue contract revenue bonds from time to time as provided herein for the improvement, construction, reconstruction expansion and equipment of the facilities utilized to provide water to the Customers and the development of water supplies to serve the Municipal System, and the Purchaser has agreed pursuant to the terms hereof to pay all charges related to such indebtedness and to purchase Potable Water from the Authority; and

WHEREAS, Purchaser is aware that the water to be supplied to Purchaser by the Municipal System under the terms of this Agreement will primarily be supplied by means of the Authority's Canal Division and Industrial Division, and therefore the Authority must comply with certain provisions of the Industrial Division Customer Contract (as defined herein) related to the Canal System (as defined herein) and the Texas City Reservoir and Raw Water Conveyance System (as defined herein), including provisions related to the payment of debt service on certain bonds issued for the purposes of such systems as part of the Raw Water Charges (as defined herein), and Purchaser is familiar with its terms and provisions; and

WHEREAS, the references in the Industrial Division Customer Contracts to the Reserved Capacity of Municipal System Customers shall now be understood to refer to the Contract Quantity of Municipal System Customers; and

WHEREAS, the Authority and Purchaser each, for and on behalf of itself, represents to the other that it is authorized to enter into this Agreement under the constitution and laws of the State of Texas, including without limitation, the Authority Act (as defined herein), Chapters 49 and 54, Texas Water Code, as amended, and Section 791.026, Texas Government Code, as amended.

NOW THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, the Authority and Purchaser agree as follows:

ARTICLE I DEFINITIONS

Section I.1. Definitions. For all purposes of this Agreement, the following definitions of certain terms used herein shall apply:

"Additional Municipal System Reserve Fund" shall have the meaning ascribed thereto in Section VII.4 of this Agreement.

"Annual Budget" shall mean the budget of anticipated expenditures for the Municipal System which is to be prepared each year by the Authority pursuant to Section IV.9 hereof.

"Authority" shall mean Gulf Coast Water Authority and its successors and assigns.

"Authority Act" shall mean Chapter 712, Acts of the 59th Texas Legislature, 1965, as amended (compiled as Article 8280-339 Vernon's Texas Civil Statutes, as amended).

“Bayshore Transmission System” shall mean the water transmission line and related appurtenances running from an origination point at the intersection with the North Transmission System at the northwest of the intersection of N. Humble Camp Road and Paula Lane, to a termination point at the intersection with the Kemah Transmission System to the west of the Highway 146, north of mile marker 11 on the western edge of the utility/pipeline easement (as depicted on Exhibit C-2). The Bayshore Transmission System is further subdivided into segments. Segment D-F running from the origin point north to where the line splits for the San Leon Municipal Utility District point of delivery, Segment F-G from the San Leon Municipal Utility District split to the location where the line splits for the Bacliff Municipal Utility District point of delivery, and Segment G-H from the Bacliff Municipal Utility District split to the termination point (as depicted on Exhibit C-2). For purposes of clarity, the Bayshore Transmission System includes any laterals to the points of delivery identified below. The following four (4) Customer points of delivery (located and numbered as depicted on Exhibit C-2) are currently located on this transmission system (points of delivery may be added or changed from time to time):

6. City of Texas City;
7. San Leon Municipal Utility District;
8. Bacliff Municipal Utility District; and
9. Bayview Municipal Utility District.

“Board” shall mean the Board of Directors of the Authority or any successor governing body of the Authority.

“Bonds” shall mean the Municipal System Bonds and any Special Project Bonds that are Outstanding at any time.

“BRA” shall mean Brazos River Authority and its successors and assigns.

“Budgeted Capital Charges” shall mean the charges described in Section 4.4 of this Agreement.

“Budgeted Capital Expenses” shall mean the budgeted capital costs (within the meaning of generally accepted accounting principles applicable to governmental entities and not otherwise funded through the issuance of Municipal System Bonds or related Customer contributions) included in each Annual Budget for any capital repair, renewal, replacement, rehabilitation, modification, extension, expansion, merger, enlargement, acquisition, addition, or improvement to the Municipal System that extends the lifespan of the asset, including the accumulation of reasonable reserves therefor. Budgeted Capital Expenses shall not include capital expenditures associated with any Special Project Facilities, except as may be provided in an amendment to this Agreement.

“Canal A System” shall mean the water canal system located in Brazoria, Fort Bend, and Galveston Counties, Texas, including all or most of the properties and interests in property, real, personal, or mixed, acquired by BRA from American Canal Company of Texas and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions

and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority, including the headquarters office building currently in Texas City, Texas, and property in Alvin, Texas, and the water canal connecting the Canal A System to the Canal B System.

“Canal B System” shall mean the water canal system located in Fort Bend, Brazoria, and Galveston Counties, Texas, including all or most of the properties and interests in property, real, personal, or mixed, acquired by BRA from the Briscoe Irrigation Company and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority.

“Canal Division” or “Canal System” shall mean the physical properties and interests in physical property of the canal systems benefitting the Municipal System from time to time, including without limitation the Canal A System, the Canal B System, and the Canal G System, and which may upon action of the Board be expanded to include the Canal J System (provided that at the time of combination the conditions outlined in Section 6.2 of this Agreement are met), together with all additions to, replacements in, and expansions and extensions of such properties and interests in property, all exclusive, however, of any physical properties which constitute Special Project Facilities or which constitute the Industrial Division.

“Canal G System” shall mean the water canal system located in Galveston County, Texas, including all of the properties and interests in property, real, personal, or mixed, acquired by BRA from Industrial Water Company and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority.

“Canal J System” shall mean the water canal system located in Brazoria and Fort Bend Counties, Texas, including the Chocolate Bayou, Halls Bayou, Juliff, and Mustang Bayou Canal Systems, collectively purchased by Authority in 2006 from the Chocolate Bayou Water Company, together with the associated water rights and appurtenances, and extensions, enlargements and replacements thereof

“Canal System Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“Commission” shall mean the Texas Commission on Environmental Quality or its successor agency.

“Components of the Municipal System” or “Component” shall mean, collectively or individually, as of the date of this Agreement, the Mackey Plant, the Bayshore Transmission System, the Kemah Transmission System, the North Transmission System, the North-South Interconnect, the South Transmission System (which includes the South Transmission Line, the Highway 6 Transmission Line and the 39-Inch Transmission Line), and the 7.9 MGD Mackey Plant Expansion, and any other project designated as such in an addendum, supplement, or amendment to this Agreement or any contract relating to a Special Project Facility. For avoidance of doubt, each line that constitutes a Component of the Municipal System is defined to end at the

Customers' respective points of delivery, specifically at the flange on the downstream side of the applicable meter. "Component" or "Component of the Municipal System" singularly shall mean any one of the aforementioned Components of the Municipal System. Subject to the terms hereof, additional Components of the Municipal System (i.e., other additions, improvements and extensions) may subsequently be acquired or constructed, and thereafter be considered Components of the Municipal System.

"Contract Quantity" shall mean that maximum quantity of water that the Authority is obligated to provide to each Customer from the Mackey Plant as provided in Section II.1 of this Agreement. The Contract Quantities for all of the Customers as of August 31, 2022 and in connection with the execution of this Agreement, are set forth in Exhibit A attached hereto, which Exhibit A may be updated by the Authority from time to time, upon notice to each Customer pursuant to Section II.5 to reflect changes in Customer's Contract Quantities pursuant to the terms of this Agreement or the addition of new Customers.

"Contract Year" shall mean the Authority's Fiscal Year.

"Customers" or "Municipal System Customers" shall mean the Bacliff Municipal Utility District, Bayview Municipal Utility District, Galveston County Water Control and Improvement District No. 1, Galveston County Water Control and Improvement District No. 12, San Leon Municipal Utility District, the City of La Marque, the City of Galveston, the City of League City, the City of Texas City, the City of Hitchcock, Galveston County Fresh Water Supply District No. 6, Galveston County Water Control and Improvement District No. 8, Galveston County Municipal Utility District No. 12, and any additional entities that become parties to Municipal System Customer Contracts as provided under the terms of this Agreement, and their successors and assigns.

"Customer Group" shall mean any Customer Group established by the Authority and its Customers pursuant to the terms of this Agreement. A listing of the Current Customer Groups is included in Exhibit B-2 of this Agreement, which exhibit may be updated from time to time by the Authority to reflect changes in Customer participation.

"Discretion" shall mean reasonable discretion unless otherwise defined within the Section.

"Effective Date" shall mean the effective date of this Agreement as described in Section XIII.2 of this Agreement.

"Excess Use Charges" shall mean the additional charges that accrue when Purchaser exceeds the Contract Quantity as described in Section IV.6 of this Agreement.

"Existing Agreements" shall have the meaning ascribed thereto in the introductory paragraph to this Agreement.

"Fiscal Year" shall mean the one-year period, currently beginning September 1 and ending on August 31, designated by the Board as the Fiscal Year of the Authority, which Fiscal Year is subject to change by the Board.

“Highway 6 Transmission Line” shall mean the water transmission line and related appurtenances running from an origination point at the 36-Inch Valve and the 30-Inch Valve adjacent to the Alta Loma Pump Station Pressure Reduction Station to a termination point near the northern end of the Galveston Island Railroad Crossing Bridge (as depicted on Exhibit C-7-B). The Highway 6 Transmission Line is further subdivided into segments. Segment N-K running from the origin point east along Highway 6 to the meter at the intersection with the South Transmission Line, Segment K-M from the meter at the intersection with the South Transmission Line to where the line splits for the Galveston County Fresh Water Supply District No. 6 point of delivery, and Segment M-L from the Galveston County Fresh Water Supply District No. 6 split to the termination point (as depicted on Exhibit C-7-B). For purposes of clarity, the Highway 6 Transmission Line includes any laterals to the points of delivery identified below. The following four (4) Customer points of delivery (located and numbered as depicted on Exhibit C-7-B) are currently located on this transmission line (points of delivery may be added or changed from time to time):

- 11A. City of Galveston;
- 12. Galveston County Fresh Water Supply District No. 6;
- 13. Galveston County Municipal Utility District No. 12; and
- 14. City of Hitchcock.

“Industrial Division” shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by the Authority from Industrial Water Company, under that certain “GCWA Agreement” dated June 1, 1971, between Industrial Water Company and the Authority (then known as Galveston County Water Authority of Galveston County, Texas), together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal Division.

“Industrial Division Customer Contracts” shall mean the Amended and Restated Industrial Customer Contracts between the Authority and the Industrial Division Customers, initially executed beginning in 2015, and providing for the sale of water for industrial purposes to the Industrial Division Customers, as they may be as amended or supplemented from time to time.

“Industrial Division Customers” shall mean each of Union Carbide Corporation, Eastman Chemical Texas City, Inc., Valero Refining – Texas, L.P., Blanchard Refining Company LLC, ISP Technologies, Inc., the City of Texas City, and their successors and assigns, and any additional entities that become parties to Industrial Division Customer Contracts, and their successors and assigns.

“Kemah Transmission System” shall mean the water transmission line and related appurtenances running from an origination point at the intersection with the Bayshore Transmission System to the west of the Highway 146, north of mile marker 11 on the western edge of the utility/pipeline easement to a termination point south of the intersection of Marina Bay Drive and Hanson Road in the City of Kemah (as depicted on Exhibit C-3, Segment H-I). For purposes of clarity, the Kemah Transmission System includes any laterals to the point of delivery identified below. One Customer has a point of delivery (located and numbered as depicted on Exhibit C-3) that is currently located on this transmission system (points of delivery may be added or changed from time to time):

10. Galveston County Water Control and Improvement District No. 12.

“League City Transmission Line” shall mean the transmission lines and related appurtenances running from an origination point at the pump station located in the City of Webster, Texas near the border line between Galveston County and Harris County to a termination point at the Calder Meter Station located northwest of the intersection of FM 517 and Calder Drive in the City of League City (as depicted on Exhibit C-6).

“Mackey Plant” shall mean the existing Thomas S. Mackey Water Treatment Plant located in Texas City, as it may be expanded from time to time, and all other improvements, equipment, pumps, pump stations, fixtures and facilities located thereon or used in association therewith, and all additions and improvements thereto.

“Mainland Division” shall now mean the Municipal System.

“Mainland Project” shall now mean the Municipal System.

“Municipal System” shall mean and include the water supply, treatment and distribution system heretofore constructed and acquired by the Authority for the benefit of the Customers as may be extended, expanded or improved from time to time, including, but not limited to, all water plants, pipelines, valves, pumps, treatment equipment, interests in land, and everything appurtenant thereto or necessary to supply Purchaser and the other Customers with Potable Water at their respective points of delivery (which Municipal System on the date of this Agreement consists of the components depicted in Exhibit C hereto). Subject to the terms hereof, additional Components of the Municipal System (i.e., other additions, improvements, expansions and extensions) may subsequently be acquired or constructed, and thereafter be considered Components of the Municipal System. The “Municipal System” shall not, however, mean or include the Industrial Division, the Canal Division or any part or parts thereof. The Municipal System was formerly known as the Mainland Project.

“Municipal System Bonds” shall mean any bonds, notes or credit agreements issued or entered into by the Authority for the purpose of financing or refinancing the Municipal System or any one or more Components of the Municipal System from time to time, and any bonds, notes or credit agreements issued or entered into to refund or refinance such bonds, notes or credit agreements.

“Municipal System Customer Contracts” shall mean the various contracts between the Authority and the Customers for the construction and operation of the Municipal System, as amended, supplemented or related from time to time.

“Municipal System Debt Service Charges” shall mean the charges described in Section IV.7 of this Agreement.

“Municipal System Debt Service Reserve Fund” shall mean the special fund or funds to be established, maintained, and utilized, from time to time as debt service reserve funds for any one or more series Municipal System Bonds issued under this Agreement under a bond resolution.

“Municipal System Debt Service Reserve Fund Requirement” shall mean an amount equal to the lesser of (i) the maximum annual debt service required on the Outstanding principal of the Municipal System Bonds, (ii) one-hundred-twenty-five percent (125%) of the average annual debt service required thereof, or (iii) ten percent (10%) of the principal amount of the Municipal System Bonds, or such lesser amount required by Treasury Regulation § 148-2(f)(2) or any successor Treasury Regulation.

“Municipal System Operating Advisory Committee” shall mean the operating advisory committee described in Article IX of this Agreement.

“Municipal System Operating Charges” shall mean the charges described in Section IV.3 of this Agreement.

“Municipal System Operating Expenses” shall mean all (i) non-capital costs and expenses paid or incurred by the Authority in connection with the ownership, operation, maintenance or repair of the Municipal System, including a reasonable allocation of the Authority’s general overhead and administrative expenses attributable to the Municipal System, the costs of adopting and implementing the Authority’s water conservation and drought contingency plans and rules and regulations related thereto as generally described in Section III.7 hereof, as well as the accumulation of reasonable reserves for operations and maintenance costs, emergencies, and contingencies, (ii) costs of developing and exploring new or potential sources of water to serve the Municipal System, including the accumulation of reasonable reserves therefor, and (iii) costs of water to be purchased or produced by the Authority, including the accumulation of reasonable reserves therefor, to the extent such charges are not included as Raw Water Charges. Municipal operating reserves established as part of the Municipal System Operating Expenses shall not exceed six months of Municipal System Operating Expenses. Municipal System Operating Expenses shall not include the cost of operating or maintaining any Special Project Facilities, except as provided in an amendment to this Agreement.

“North-South Interconnect” shall mean the portion of the water transmission lines and related appurtenances owned by the Authority or operated by the Authority pursuant to contractual arrangements running from an origination point at the intersection with the North Transmission System northeast of the intersection of Attwater Avenue and North Humble Camp Road in the City of Texas City running roughly parallel to Canal G System to a termination point where the Canal G System intersects 39-Inch Transmission Line at Avenue L in the City of Santa Fe (as depicted on Exhibit C-5, Segment C-R), as may be modified to address future changes in

ownership or contractual arrangements. For purposes of clarity, the North-South Interconnect includes any laterals to any point(s) of delivery. No Customer has a point of delivery currently located on this transmission line (points of delivery may be added or changed from time to time).

“North Transmission System” shall mean the water transmission lines and related appurtenances running from an origination point at the above ground transmission meter at the Thomas Mackey Water Treatment Plant to a termination point at the intersection with the Bayshore Transmission System to the northwest of the intersection of Humble Road and Paula Lane (as depicted on Exhibit C-4). The North Transmission System is further subdivided into segments. Segment A-B running from the origin point to the split in the line at Attwater Avenue, and Segment B-C running from the split in the line at Attwater Avenue to where it intersects the North-South Interconnect adjacent to North Humble Camp Road, and Segment C-D from the intersection with the North-South Interconnect to the point where the North Transmission System intersects with the Bayshore Transmission System, and Segment D-E running from the point where the North Transmission System intersects with the Bayshore Transmission System west to the Galveston County Water Control and Improvement District No. 1 point of delivery (as depicted on Exhibit C-4). For purposes of clarity, the North Transmission System includes any laterals to the points of delivery identified below. The following six (6) Customer points of delivery (located and numbered as depicted on Exhibit C-4) are currently located on this transmission system (points of delivery may be added or changed from time to time):

1. City of Texas City – two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant;
2. City of La Marque;
3. City of Texas City;
4. City of Texas City; and
5. Galveston County Water Control and Improvement District No. 1.

“Outstanding” shall have the meaning ascribed thereto in Section XIV.2 of this Agreement.

“Point(s) of Delivery” shall mean the points of delivery constructed and installed by agreement of the Authority and Purchaser pursuant to this Agreement, which initial Points of Delivery are as follows:

1. City of Texas City – two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant;
3. City of Texas City;
4. City of Texas City; and
6. City of Texas City.

“Point of Delivery Contract Quantity” shall mean the maximum portion of a Customer’s Contract Quantity delivered to the Customer by means of a specified Point of Delivery as further provided in Section II.1 of this Agreement. The Point of Delivery Contract Quantities for all of the Customers as of August 31, 2022, are set forth in Exhibit B-1 attached hereto, which Exhibit B-1 may be updated by the Authority from time to time to reflect changes in Point of Delivery Contract Quantity for Customers of the Municipal System pursuant to the terms of this Agreement.

“Potable Water” shall mean water that has been treated for public drinking water supply purposes.

“Purchaser” shall mean the Purchaser named on page 1 of this Agreement, and its successors and assigns.

“Raw Water Charges” shall mean the dollar amounts required to be paid by Municipal System Customers to the Industrial Division for raw water, which includes components for operations and maintenance costs, costs of capital, and debt service for the Canal Division and the Texas City Reservoir and Raw Water Conveyance System as more specifically described in Article VI of the Industrial Division Customer Contracts.

“Seller’s Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“7.9 MGD Mackey Plant Expansion” shall mean the construction, acquisition and equipment of facilities and improvements required to expand the capacity of the Mackey Plant by 7,900,000 gallons per day from 49,700,000 gallons per day to 57,600,000 gallons per day, which includes Canal System capital charges associated with the additional raw water to serve the expansion.

“7.9 MGD Mackey Plant Expansion Bonds” shall mean the Municipal System Bonds issued in one or more series for the purpose of financing the design, construction, and equipment of improvements to the 7.9 MGD Mackey Plant Expansion.

“South Transmission System” shall mean the water transmission lines and related appurtenances running from an origination point at meter at the south end of the Mackey Plant high service header to termination points at the end of the South Transmission Line located near the northern end of the Galveston Island Railroad Crossing Bridge and at the intersection with the League City Transmission Line at the Calder Meter Station located northwest of the intersection of FM 517 and Calder Drive in the City of League City (as depicted on Exhibit C-7). The South Transmission System is further subdivided into the South Transmission Line, the Highway 6 Transmission Line, and the 39-Inch Transmission Line.

“South Transmission Line” shall mean the water transmission lines and related appurtenances running from an origination point at meter at the south end of the Mackey Plant high service header to termination points at the end of the South Transmission Line located near the northern end of the Galveston Island Railroad Crossing Bridge (as depicted on Exhibit C-7-A). This line is further subdivided into segments. Segment J-K running from the origin point to the meter at the intersection with the Highway 6 Transmission Line, and Segment K-L from the

meter at the intersection with the Highway 6 Transmission Line to the termination point (as depicted on Exhibit C-7-A). For purposes of clarity, the South Transmission Line includes any laterals to the point of delivery identified below. One Customer has a point of delivery (located and numbered as depicted on Exhibit C-7-A) that is currently located on the South Transmission Line (points of delivery may be added or changed from time to time):

11B. City of Galveston.

“Special Project Bonds” shall have the meaning ascribed thereto in Section VII.8 of this Agreement.

“Special Project Facilities” shall have the meaning ascribed thereto in Section VII.8 of this Agreement.

“Special Project Customers” shall have the meaning ascribed thereto in Section VII.8 of this Agreement.

“Tax-Exempt Bonds” shall mean bonds the interest of which is excludable from gross income for federal income tax purposes.

“Texas City Reservoir and Raw Water Conveyance System” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“Texas City Reservoir and Raw Water Conveyance System Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“39-Inch Transmission Line” shall mean the water transmission lines and related appurtenances running from an origination point at the intersection with the Highway 6 Transmission Line, at the 36-Inch Valve and the 30-Inch Valve adjacent to the Alta Loma Pump Station Pressure Reduction Station to a termination point at Calder Meter Station where it intersects with the League City Transmission Line (as depicted on Exhibit C-7-C). The 39-Inch Transmission Line is further subdivided into segments. Segment N-O running from the origin point north to the split for the Galveston County Water Control and Improvement District No. 8 11th Street point of delivery, Segment O-P running from the 11th Street split north to where the line splits for the City of La Marque point of delivery on FM 1764, Segment P-Q from the City of La Marque split to where the line splits for the Santa Fe Avenue L point of delivery, Segment Q-R from the Avenue L split to the intersection with the North-South Interconnect adjacent to the intersection of the Galveston Canal and Avenue L in the City of Santa Fe, Segment R-S from the intersection with the North-South Interconnect to the where the line splits for the Galveston County Water Control and Improvement District No. 1 point of delivery on FM 517, and Segment S-T from the Galveston County Water Control and Improvement District No. 1 point of delivery to the termination point. For purposes of clarity, the 39-Inch Transmission Line includes any laterals to the points of delivery identified below. The following five (5) Customer points of delivery (located and numbered as depicted on Exhibit C-7-C) are currently located on this transmission line (points of delivery may be added or changed from time to time):

15. Galveston County Water Control and Improvement District No. 8;

16. City of La Marque;
17. Galveston County Water Control and Improvement District No. 8;
18. Galveston County Water Control and Improvement District No. 1; and
19. City of League City.

“Water Treatment Plants” shall mean the Mackey Plant and any additional Potable Water treatment facilities and all other improvements, equipment, pumps, pump stations fixtures and facilities located at the potable plant sites or used in association therewith as may be added to the Municipal System from time to time.

Section I.2. Table of Contents, Titles and Headings. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section I.3. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) The coordinates utilized in this Agreement are provided in the World Geodetic System (WGS) 1984.

ARTICLE II CONTRACT QUANTITY

Section II.1. Contract Quantity. (a) The Municipal System has been designed and constructed, in such a way that after the completion of the 7.9 MGD Mackey Plant Expansion, the Mackey Plant will be able to deliver and the Authority shall be obligated to deliver to Purchaser a maximum number of gallons of water per day (averaged over each calendar month) equal to Purchaser’s Contract Quantity, subject to the provisions of this Agreement.

(b) The Authority will deliver Purchaser’s Contract Quantity to Purchaser’s Point(s) of Delivery through Components of the Municipal System. In some instances, constraints in the capacity of Components of the Municipal System may prevent the delivery of a portion of a Customer’s Contract Quantity to one or more of Purchaser’s Points of Delivery. To that end, the Point of Delivery Contract Quantity is the maximum portion of a Customer’s Contract Quantity that can be delivered to a Customer by means of the Municipal System to a Point of Delivery. The Authority’s obligation to deliver Purchaser’s Contract Quantity shall be limited by the Point of Delivery Contract Quantity. The current Contract Quantities and Point of Delivery Contract Quantities are set forth in Exhibit A and Exhibit B-1 attached hereto, which exhibits may be updated by the Authority from time to time to reflect the then-current Contract Quantity and Point of Delivery Contract Quantities of Municipal System Customers.

(c) Purchaser acknowledges that the Municipal System was developed to accommodate the delivery of Potable Water to Customers at identified points of delivery taking into account Contract Quantities at the time Components of the Municipal System were constructed. To the extent that it is necessary to make additions, extensions, or improvements to the Municipal System as a result of Purchaser's acquisition of additional Contract Quantity from the Authority or another Customer or by virtue of Purchaser's change in Point of Delivery, such Customer shall be responsible for any and all costs associated with such additions, extensions, or improvements. The additional capacity associated with such additions, extensions, or improvements, when made, shall be reflected in Purchaser's applicable Point of Delivery Contract Quantities, as applicable.

(d) If Purchaser desires to reallocate its Point of Delivery Contract Quantity, it may request such reallocation by the Authority no later than 180 days prior to the beginning of the Authority's Fiscal Year, and the Authority's approval of such reallocation shall not be unreasonably withheld. If approved by the Authority, such reallocation shall be evidenced by written agreement between Purchaser and the Authority, provided that the Authority's obligation to deliver water in accordance with such reallocation is not effective until any necessary additions, extensions, or improvements to the Municipal System as described in clause (c) above are complete. Following such written agreement, the updated Point of Delivery Contract Quantity will be reflected in an update to Exhibit B-1 hereto.

(e) Subject to the other provisions of this Agreement (including specifically the allocation of Municipal System Operating Charges by actual water usage pursuant to Section 4.3(b) hereof), the Authority shall sell and deliver to Purchaser, and Purchaser shall take and pay for or pay for whether taken or not, its Contract Quantity as provided herein. Purchaser's Contract Quantity shall remain in effect until the termination of this Agreement, unless increased or decreased pursuant to the provisions of this Agreement. Except as provided in Article V and VIII, nothing in this Agreement shall be interpreted to allow Authority to increase or decrease Purchaser's Contract Quantity without the express written consent of Purchaser.

(f) [Reserved.]

(g) The unit of measurement for water delivered pursuant to this Agreement shall be in gallons, U.S. Standard Liquid Measure.

Section II.2. Decrease in Contract Quantity.

(a) Purchaser's Contract Quantity, as set forth in Exhibit A hereto, may be decreased by Purchaser at any time and from time to time by any amount equal to the Contract Quantity that (i) one or more financially responsible Municipal System Customers, whether new or old, determined in accordance with subsection (c) below, are willing to contract for from the Authority by means of the Municipal System for a term extending to and including the later of last stated maturity of any then outstanding Municipal System Bonds or the end of the Term of this Agreement (upon and subject to substantially the same provisions as contained in this Agreement, including but not limited to all applicable charges under Article IV of this Agreement), (ii) will be available (taking into account Purchaser's requested decrease) from the Authority to such other Municipal System Customer, and (iii) the Authority determines is capable of being distributed to the proposed points of delivery for the entities acquiring such Contract Quantity through Municipal

System and other Authority facilities (including the facilities of the Industrial Division or Canal Division).

(b) Each decrease in Contract Quantity pursuant to this Section 2.2 shall be accomplished by written notice from Purchaser to the Authority which (i) shall be signed also by the Municipal System Customers acquiring such Contract Quantity, (ii) shall specify the amount and effective date of such decrease and the Contract Quantity desired by such other Municipal System Customers, (iii) shall express such other Municipal System Customers' willingness to enter into such an agreement with the Authority effective as of the specified effective date for such decrease, and (iv) shall be given at least three (3) months in advance of such effective date. Purchaser may include a negotiated price per 1,000 gallons of Contract Quantity to be paid to the Purchaser by the Municipal System Customer acquiring such Contract Quantity; provided, however, that such charge shall be in addition to any amounts due under a Municipal System Customer Contract. If such a charge is included as a condition to the acquisition of such Contract Quantity, the notice to the Authority shall include the amount of such charge on a price per 1,000 gallon basis.

(c) Purchaser shall give the existing Municipal System Customers the right of first refusal to assume the decrease in Contract Quantity being effected (each Municipal System Customer's right of first refusal with respect to the decrease in Contract Quantity to be in the same proportion as such Municipal System Customer's Contract Quantity bears to the sum of the Contract Quantities of all Municipal System Customers exercising their rights of first refusal); and, provided, further, that the exercise of rights of first refusal shall not be binding on Purchaser unless the Municipal System Customers invoking their rights of first refusal are willing to pay the per 1,000 gallon charge to the Purchaser, if any, that was included in the notice. Such right of first refusal must be exercised, if at all, within forty-five (45) days after Purchaser notifies the Authority and the Municipal System Customers of such proposed decrease. If after such right of first refusal period all of the available Contract Quantity has not been assumed by existing Municipal System Customers, the remaining portion of the available Contract Quantity may be made available to a new customer, subject to the requirements of this Section 2.2.

(d) In connection with a proposed reallocation of Contract Quantity under this Section 2.2, Municipal System Customers, new or old, seeking to acquire Contract Quantity shall provide the Authority with the information the Authority deems necessary to determine whether the Municipal System and other Authority facilities (including the facilities of the Industrial Division or Canal Division) can support the delivery of water to the proposed points of delivery. If the Authority determines that the Municipal System or other Authority facilities are not capable of supporting the delivery of water to the proposed points of delivery, the acquisition of additional Contract Quantity shall be conditioned upon the completion of any improvements to the facilities of the Authority that the Authority deems necessary or desirable for delivery of the additional Contract Quantity to the proposed points of delivery, with the costs of such improvements to be borne by the Municipal System Customer(s) seeking to acquire additional Contract Quantity requiring such improvements. If a Municipal System Customer wishes to acquire additional Contract Quantity following a determination by the Authority that the Components of the Municipal System are not capable of supporting the delivery of water to the proposed points of delivery, such Municipal System Customer may still contract for such additional Contract Quantity provided that the Contract specifies that the Authority is not required to deliver such additional

Contract Quantity until such time as the improvements to the Components of the Municipal System required to enable such delivery have been made as well as such Municipal System Customer's obligation to pay for such improvements.

(e) The Municipal System Customer Contract of any existing Municipal System Customer acquiring additional Contract Quantity shall be amended to add, and any Municipal System Customer Contract of a new Municipal System Customer acquiring Contract Quantity shall include, an assumption by such Municipal System Customer, whether new or old, of the charges described in Article IV, herein associated with the Contract Quantity being acquired. The proposed decrease, however, shall not become effective if the Authority and such other Municipal System Customers should fail to execute such agreements by such effective date, unless the effective date is extended in the Authority's sole Discretion.

(f) So long as any Municipal System Bonds are Outstanding (as that term is defined in Section 14.2 of this Agreement), a decrease in Contract Quantity pursuant to this Section 2.2 shall not have the effect of relieving Purchaser of any liability that it would otherwise have pursuant to Article IV, herein if no such decrease had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by such assuming Municipal System Customer.

(g) If the acquisition of Contract Quantity by any customer under this Section 2.2 would result in the interest on any bonds of the Authority losing their eligibility for exclusion from federal income taxation, the customer acquiring such Contract Quantity shall be responsible for all costs associated with any remedial action necessitated by such acquisition. Prior to entering into an acquisition contract with a customer under this Section 2.2 that is not a political subdivision of the State of Texas, Purchaser will be required to provide to the Authority, at the Purchaser's expense, an opinion of bond counsel to the Authority to the effect that entering into such contract will not adversely affect the excludability of interest on any issue of then-outstanding Tax-Exempt Bonds from gross income for federal income tax purposes.

Section II.3. Effective Date of Decreases. Each decrease in the Contract Quantity pursuant to Section II.2 herein shall be effective as of the effective date specified for such decrease, and the new Contract Quantity and Point of Delivery Contract Quantity shall be reflected in updates to Exhibit A and Exhibit B-1 to this Agreement and remain in effect hereunder until the termination of this Agreement unless otherwise changed pursuant to the provisions of this Agreement.

Section II.4. Availability of Additional Capacity; Increases in Contract Quantity. To the extent there is additional capacity available in the Municipal System or the Authority is undertaking an expansion to the Municipal System that increases capacity in the Municipal System beyond the total amount of all Municipal System Customers' Contract Quantities, the Board may in its sole Discretion contract with any one or more existing Municipal System Customers or a new customer that is a financially responsible party willing to contract with the Authority for the acquisition of new Contract Quantity upon and subject to substantially the same provisions contained in this Agreement; provided, however that the Authority shall first make the additional capacity available to existing Customers and may only bring on a new customer to the extent that existing Customers do not avail themselves of the additional capacity within the time period

specified by the Board. In connection with the acquisition of new or additional Contract Quantity by any existing or new Customer, the Authority may require the payment of a buy-in fee in an amount established by the Board from time to time. Any such buy-in fee paid to the Authority shall be utilized by the Authority to pay capital expenses associated with the Municipal System or the acquisition of additional water supplies to serve the Municipal System. Additionally, if the Authority determines that the Municipal System or other Authority facilities are not capable of supporting the delivery of water to the proposed points of delivery, the Authority shall condition its approval of a proposed contract upon the completion of any improvements to the facilities of the Authority that the Authority deems necessary or desirable for delivery of water to the proposed points of delivery under the proposed contract, with the costs of such improvements to be borne by the party seeking additional Contract Quantity or a change to Point of Delivery Contract Quantity.

Section II.5. Notices of Increases and Decreases. Following any change to Customer Contract Quantities under this Agreement, the Authority shall provide an updated Exhibit A to each Customer. Upon written request from a Customer, the Authority will provide to the requesting Customer written confirmation of the Authority's determination that such adjustments will not prevent the Authority from providing service to such requesting Customer as provided in this Agreement.

ARTICLE III

WATER DELIVERY, USE, QUALITY AND MEASUREMENT

Section III.1. Point of Delivery. All water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at Purchaser's Point(s) of Delivery.

As between the parties hereto the Authority shall be in exclusive control and possession of, and solely responsible for, all water deliverable hereunder until the same shall pass through the flange on the downstream side of the meter at such Point(s) of Delivery, and thereafter Purchaser shall be in exclusive control and possession thereof and solely responsible therefor. Additionally, Purchaser shall be solely responsible for the operations and maintenance of any facilities located downstream of such flange.

Section III.2. Use. The Authority recognizes that the water delivered to Purchaser under this Agreement will be distributed to Purchaser's customers through Purchaser's water distribution system, and that such system is now or may hereafter be interconnected with the distribution system or systems of one or more Municipal System Customers. Purchaser recognizes that the water delivered by the Authority hereunder is not intended for resale by Purchaser's customers, and Purchaser agrees that no water delivered by the Authority hereunder will be sold or made available to any third party that intends to resell such water other than (a) another Municipal System Customer or to the State or a political subdivision of the State (i) under emergency conditions or (ii) if the State or political subdivision of the State provides such water to its customers pursuant to published rates; or (b) a private entity (e.g. an apartment complex or recreational vehicle park that meters water sales) if such private entity is purchasing water from the Purchaser pursuant to published rates. Purchaser acknowledges that any such customers do not constitute Municipal System Customers or third-party beneficiaries of this Agreement and have no rights under this Agreement nor any right to enforce the provisions hereof.

Section III.3. Quality and Pressure. The Authority agrees to sell and deliver to Purchaser Potable Water at the Point(s) of Delivery of a quality and pressure that meets the minimum federal and state regulatory standards. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE AUTHORITY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE QUALITY OR DELIVERY PRESSURE OF THE WATER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section III.4. Rate of Flow Limitation. The Authority will deliver to Purchaser at its Point(s) of Delivery an amount up to, but not to exceed, Purchaser's total Contract Quantity (subject to the limitations in Section 2.1(b)) during any 24-hour period at a maximum rate of flow expressed in gallons per minute not to exceed Customer's Contract Quantity in million gallons per day ("MGD") divided by 1,440 minutes times 1.3. If Purchaser informs the Authority that it temporarily needs a rate of flow greater than that described in the previous sentence and the Authority determines in its sole discretion that it can accommodate such increase without compromising its ability to deliver water to other Customers or the efficient operation of the Municipal System, the Authority will work with Purchaser to facilitate the temporary provision of water at a greater rate of flow. The Authority may from time to time establish reasonable adjustments to the rate of flow and time of flow limitations contained in this Section in order to ensure that each Customer receives its Contract Quantity share and to maintain the efficient operation of the Municipal System. Purchaser is not entitled to rely upon the delivery by the Authority of water in excess of Purchaser's Contract Quantity or an increase in the rate of flow of water delivered from the Municipal System to compensate for loss of pressure or other failure within Purchaser's water transmission and distribution system.

Section III.5. Measurement. Purchaser and Authority agree that the meters at the Point(s) of Delivery shall be owned by Authority and tested and calibrated for accuracy by the Authority once each calendar year at intervals of approximately twelve (12) months. A report of such test and calibration shall be furnished to Purchaser. The Purchaser shall be given at least five (5) days' prior notice of the time of any test and calibration of a meter and Purchaser and the Authority shall have the right to have a representative present at the test to observe the test and any adjustments found thereby to be necessary. In the event any questions arise at any time as to the accuracy of a meter, the meter shall be tested within a reasonable period of time following such request for testing by Authority or the Purchaser. The expense of such test is to be borne by the party requesting the test if the meter is found to be correct and by the Authority if it is found to be incorrect. Readings that vary within 1.5 per cent (1.5%) of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., currently in excess of 1.5% plus or minus of accuracy), then the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back ninety (90) days from the date of the initial request for meter testing, and the records of readings shall be adjusted accordingly. Following each test of a meter, the Authority shall cause the same to be calibrated to register accurately and a report forwarded to the Purchaser. If two meters are located at a Point of Delivery, the readings from Authority's meter shall control. IN NO EVENT SHALL ANY ADJUSTMENT BE MADE TO ANY PAYMENT FOR WATER BASED UPON ANY METER ERROR, METER READING ERROR, OR BILLING ERROR RESULTING

FROM SUCH METER OR METER READING ERROR, KNOWN OR UNKNOWN, MORE THAN NINETY (90) DAYS AFTER SUCH PAYMENT IS MADE OR RECEIVED.

The Authority agrees that it will keep accurate records of the monthly readings from the meters it owns, which records shall be subject to inspection by Purchaser at reasonable times and places. The Authority agrees to make such readings available to Purchaser electronically.

Section III.6. Rules and Regulations. It is understood and agreed that the Authority has and shall have the sole authority and responsibility for operation of the Municipal System. The Authority may from time to time establish reasonable standards and rules for such operation which are not inconsistent with providing water service to Purchaser in accordance with the other terms and provisions of this Agreement.

Section III.7. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority with which Purchaser must comply. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation, Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section III.8. Breaks in Lines. The Authority will promptly and reasonably act to repair any leaks or breaks in water transmission lines of the Municipal System that could cause a reduction in water supply to the Point(s) of Delivery.

ARTICLE IV RATES, FEES, CHARGES AND ASSESSMENTS

Section IV.1. Municipal System Charges. The parties hereto recognize that because the operation, maintenance, repair, and replacement expenses of the Municipal System will vary from time to time, it is neither practical nor possible to fix a schedule of specific rates in this Agreement that will control the price paid by Purchaser to the Authority for water delivered throughout the term of this Agreement. The parties recognize, however, that the Authority is not organized for profit and that its rates for water should at all times be the economically reasonable rates that are consistent with good business management on the part of the Authority and with the commitment that the Authority must make to its bondholders in order to provide funds with which to expand, improve, construct, and equip the Municipal System. Purchaser further recognizes that all or a portion of the raw water supplied to it will be supplied by means of the Authority's Canal Division and Industrial Division, and that the Municipal System must pay for such water through the payment of the Raw Water Charges.

As full and complete payment for its Contract Quantity from time to time in effect, and the water from time to time hereafter taken and received hereunder, Purchaser shall pay monthly to the Authority, in the manner set forth in Section V.1 of this Agreement, total charges which shall include its allocated share (as defined in the Sections for each charge set forth in this Article IV) of the (1) Raw Water Charges; (2) Municipal System Operating Charges; (3) Budgeted Capital Charges; (4) Excess Use Charges, if any; (5) Municipal System Debt Service Charges; and (6) any fee or rate established by rate order of the Board. A rate or charge imposed by the Authority is conclusively presumed valid and to have occurred in accordance with all applicable statutes and contracts of the Authority on the second anniversary of the date such rate or charge is set unless a lawsuit or administrative action to invalidate such rate or charge has been filed before such second anniversary.

Section IV.2. Raw Water Charges. Raw Water Charges shall be allocated among all Customers each month based on their Contract Quantities, pursuant to the Industrial Division Customer Contracts, as amended.

As of the Effective Date of this Agreement, the Authority has two series of bonds Outstanding that are secured by the debt service component of the Raw Water Charges for the Texas City Reservoir and Raw Water Conveyance System. These are the Gulf Coast Water Authority Contract Revenue Bond (Texas City Reservoir and Raw Water Conveyance System Project), Series 2016A (Tax-Exempt) and the Gulf Coast Water Authority Contract Revenue Bond (Texas City Reservoir and Raw Water Conveyance System Project), Series 2016B (Taxable). Purchaser acknowledges and agrees that it has previously consented to and is obligated to pay Raw Water Charges associated with its allocated share of the debt service payments on such series of bonds and any bonds issued to refund such bonds as well as any bonds issued for the purposes described in Section VII.5 of this Agreement, pursuant to the Industrial Division Customer Contracts.

Section IV.3. Municipal System Operating Charges.

(a) Establishment of Municipal System Operating Charges. Municipal System Operating Charges shall mean a monthly charge equal to Purchaser's allocated share (as set forth in subsection (b) below) of the Municipal System Operating Expenses determined as hereinafter provided for each monthly billing period:

(i) One-twelfth (1/12th) of the estimated annual Municipal System Operating Expenses, based upon the Annual Budget more fully described below; plus

(ii) An amount sufficient to provide for the reimbursement of the Authority's operating reserves established as part of the Municipal System Operating Expenses in substantially equal monthly installments for any amounts withdrawn therefrom within a period of one-year.

The Municipal System Operating Charges described in this Section IV.3 shall be based upon Annual Budgets prepared by the Authority in accordance with Section 4.9 of this Agreement. Any excess or deficiency in amounts paid by Customers with regard to Municipal System Operating Charges in a given Fiscal Year will be taken into account by the Authority in preparing the Annual Budget for the next Fiscal Year.

(b) Allocation of Municipal System Operating Charges. Municipal System Operating Charges shall be determined by Component and allocated among Customers participating in each Component on a pro rata basis based upon their actual water usage for the last complete calendar year for which data is available at the time the Authority prepares its Annual Budget. (For purposes of illustration, when the Authority is preparing its 2022-2023 Annual Budget, the last complete calendar year for which usage data will be available will be for calendar year 2021.) In the event that a Customer's water usage for the last complete calendar year includes an unusual increase or decrease in water usage due to a hurricane or other tropical event, fire, flood, or freeze, or a catastrophic event for which the Governor has issued a declaration of emergency, such Customer may request an adjustment to the quantity of water used by the Authority in making the allocations described in this subsection to more accurately reflect such Customer's expected water use in the upcoming year. The Authority may choose whether to make some or all of the requested adjustment in its sole Discretion. A request for adjustment must be made in writing and identify the cause of the unusual increase or decrease in water usage as well as the amount of the requested adjustment in a form that is acceptable to the Authority. Any such request must be received by the Authority not later than April 15 in order to be included in the calculations for the next Fiscal Year. Under no circumstances shall the inability to receive water from the Municipal System relieve any Customer from the obligation to pay Municipal System Operating Charges.

Section IV.4. Budgeted Capital Charges.

(a) Establishment of Budgeted Capital Charges. Budgeted Capital Charges shall mean a monthly charge equal to Purchaser's allocated share (as set forth in subsection (b) below) of the Budgeted Capital Expenses determined as hereinafter provided for each monthly billing period:

(i) One-twelfth (1/12th) of the estimated annual Budgeted Capital Expenses, based upon the Annual Budget more fully described below; plus

(ii) An amount sufficient to provide for the reimbursement of the Authority's reserves, such annual reimbursements not to exceed five percent (5%) of the total Annual Budget for such Fiscal Year, established as part of the Budgeted Capital Expenses in substantially equal monthly installments for any amounts withdrawn therefrom within a period of one-year.

The Budgeted Capital Charges described in this Section IV.4 shall be based upon Annual Budgets prepared by the Authority in accordance with Section IV.9 of this Agreement.

(b) Allocation of Budgeted Capital Charges. Budgeted Capital Charges shall be determined by Customer Group and allocated among the Customers in each Customer Group on a pro rata basis based upon their applicable Contract Quantity at the time the Authority prepares its Annual Budget. Under no circumstances shall the inability to receive water from the Municipal System relieve any Customer from the obligation to pay Budgeted Capital Charges.

Section IV.5. Municipal System Reserves. Any Municipal System reserves established by the Board may be used by the Authority for any purpose designated by the Board, including:

(a) to pay Municipal System Operating Expenses or Budgeted Capital Expenses if there is insufficient money for such purposes;

(b) to pay the cost of ordinary and extraordinary capital repairs and replacements to the Municipal System;

(c) to pay Raw Water Charges if the Board determines that such expenditure is necessary in order to maintain a reliable water supply or prevent a default in the payment of principal of or interest on Seller's Revenue Bonds and there is insufficient money for such purposes; and

(d) to prevent a default in the payment of principal of or interest on the Municipal System Bonds.

Section IV.6. Excess Use Charges. If Purchaser takes water from the Municipal System during any month in excess of Purchaser's then existing Contract Quantity or Point of Delivery Contract Quantity (each expressed as an average daily amount in gallons per day), Purchaser shall pay, for each one thousand (1,000) gallons, or portion thereof, of such excess, three times the amount per one thousand (1,000) gallons payable by Purchaser as Municipal System Operating Charges during that Fiscal Year on such excess usage (the "Excess Use Charge"). The Authority shall use the revenues derived from such Excess Use Charges to pay expenses of the Municipal System. Purchaser acknowledges and agrees that it does not have a right to use water in excess of its Contract Quantity or Point of Delivery Contract Quantity. If the Authority, in its sole discretion, determines that water in excess of a Customer's Point of Delivery Contract Quantity can be delivered to a Customer's Point of Delivery in excess of its applicable Point of Delivery Contract Quantity based on the then current demands on the System or in an emergency situation, the Board may choose not to impose an Excess Use Charge for the delivery of such water.

Section IV.7. Municipal System Debt Service Charges. The following provisions describe the Municipal System Debt Service Charges and the allocation of such charges among Customers and owed by the Purchaser:

(a) Debt Service Requirements. When used in this Agreement, the term Debt Service Requirements shall mean a monthly charge equal to Purchaser's allocated share (determined as hereinafter provided for the monthly billing period) of the sum of the following:

(i) One-twelfth (1/12) of the annual sum required to be deposited into the applicable debt service fund to pay (A) principal of (whether upon maturity or earlier optional or mandatory redemption), premium, if any, on any Municipal System Bonds, (B) amounts required to be paid under credit agreements, paying agent fees and other expenses paid in connection with any Municipal System Bonds, and (C) amounts required to meet any rate covenant with respect to coverage of the principal of, premium, if any and interest on any Municipal System Bonds, as provided in the bond resolution authorizing the issuance of such Municipal System Bonds; plus

(ii) In substantially equal monthly installments, the amount required to be deposited into the applicable debt service fund to pay the interest becoming due on the next interest payment date on any Municipal System Bonds as provided in the bond resolution authorizing the issuance of such Municipal System Bonds; plus

(iii) The monthly amount required to be deposited into the Municipal System Debt Service Reserve Fund, as set out in a bond resolution authorizing the issuance of

Municipal System Bonds for each Contract Year beginning in the first Contract Year during which such Municipal System Bonds are Outstanding; including the amounts required for the replenishment of the Municipal System Debt Service Reserve Fund so that it meets the Municipal System Debt Service Reserve Fund Requirement, as provided in a bond resolution; plus

(iv) The monthly amount required to be deposited into an Additional Municipal System Reserve Fund, if any, as set out in the bond resolution authorizing the issuance of the such Municipal System Bonds for each Contract Year beginning in the first Contract Year during which such series of Municipal System Bonds are Outstanding including the amounts required for the replenishment of such Additional Municipal System Reserve Fund as provided in a bond resolution; plus

(v) Arbitrage rebate payments, credit or liquidity fees, other payments, fees, and expenses due under a credit agreement associated with Municipal System Bonds and termination payments for any credit agreement associated with a series of Municipal System Bonds.

In calculating the Debt Service Requirements, Customers shall be entitled to a credit against the Debt Service Requirements described above equal to (i) proceeds designated in a bond resolution for a series of Municipal System Bonds for the purpose of paying interest on any series of Municipal System Bonds during the construction of any portion of the Municipal System; (ii) surplus amounts on deposit in the interest and sinking fund for a series of Municipal System Bonds that is available to pay any Debt Service Requirements by reason of interest earnings on funds in the interest and sinking fund, any overpayment, or because of the deposit of surplus proceeds of the Municipal System Bonds in an interest and sinking fund after completion of any portion of the Municipal System funded with such series of Municipal System Bonds; and (iii) amounts received from other sources that are dedicated by the Board to payment of the Debt Service Requirements. Purchaser's allocated share of the Debt Service Requirements for a particular series of Municipal System Bonds shall be determined as provided in subsections (b), (c), or (d) below, as appropriate.

If any Customer defaults in the payment of its allocated share of the Debt Service Requirements described in subsection (iii) above for a particular Series of Municipal System Bonds, such amount shall be reallocated pro rata by the Authority based on the Contract Quantities of all non-defaulting Customers so that the full amount of the Debt Service Charges described in subsection (iii) above shall always be paid notwithstanding the failure of any Customer to pay any portion thereof. The obligation to fund deficiencies in the Debt Service Charges described in subsection (iii) above shall apply to all Municipal System Bonds. Purchaser shall be given a credit for any amounts paid pursuant to this provision if the defaulting Customer (or a successor in interest to such defaulting Customer) subsequently makes a payment for which it was in default. The Authority shall exercise good faith efforts to pursue all available legal remedies against the defaulting Customer to obtain payment from the defaulting Customer of its share of the Debt Service Requirements as reasonably practicable after such Customer defaults.

(b) Allocation of Municipal System Debt Service Charges, Generally. Municipal System Debt Services Charges shall be allocated as set forth below. The Authority shall provide notice of such allocation as provided in (c) herein.

(i) Improvement, Construction, Reconstruction, Repair, Equipment, and Modification of the Mackey Plant. Debt Service Requirements for Municipal System Bonds issued for the improvement, construction, reconstruction, repair, equipment, or modification of the Mackey Plant, including the improvement or addition of equipment or facilities determined by the Board to improve the reliability, redundancy, or resiliency of the Mackey Plant, the Municipal System, or additional water supplies for the Municipal System, shall be shared by all of the Municipal System Customers as provided in this subparagraph (b)(i). Unless reduced through the payment of a capital contribution by a Municipal System Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(i) shall be determined by the application of the total of the Debt Service Requirements for the applicable series of Municipal System Bonds (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) times a fraction, the numerator of which is the Contract Quantity of the Purchaser and the denominator of which is the total of all of the Contract Quantities of the Municipal System Customers from time to time.

(ii) Expansions of the Municipal System Resulting in Additional Contract Quantity. Debt Service Requirements for Municipal System Bonds issued for the purpose of expanding the capacity of the existing Municipal System in a manner that results in the availability of additional Contract Quantity shall be shared by the Municipal System Customers in accordance with this subparagraph (b)(ii). The Customers participating in such an expansion shall be considered a Customer Group for the purposes of financing or refinancing such expansions. Unless reduced through the payment of a capital contribution by a Municipal System Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Municipal System Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(ii) shall be determined by the application of the total of the Debt Service Requirements for the applicable series of Municipal System Bonds (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) times a fraction, the numerator of which shall be the incremental increase in the Contract Quantity of the Purchaser and the denominator of which is the total of all the incremental increases in the Contract Quantities of the Municipal System Customers participating in the issuance of Municipal System Bonds for such expansion as the result of such expansion.

(iii) Other Authority Projects. Debt Service Requirements for Municipal System Bonds issued for the improvement, construction, reconstruction, repair, equipment, modification of or extensions to or the refinancing of one or more Components of the Municipal System (other than described in subparagraphs (b)(i) and (ii) above), shall be shared by all of the Customers participating in such Component or Components as provided

in this subparagraph (b)(iii). The Customers participating in a Component shall be considered a Customer Group for the purposes of financing or refinancing such Component. A list of the current Customer Groups associated with Components of the Municipal System is attached as Exhibit B-2. Unless reduced through the payment of a capital contribution by a Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(iii) shall be determined (a) by allocation of the Debt Service Requirements to each the Components being financed based on the portion of the Municipal System Bonds allocated to such Component (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) and (b) allocating the Debt Service Requirements for each Component pro rata among the Customers in the applicable Customer Groups based on their Contract Quantities as shown in Exhibit B-2, as amended. Notwithstanding the foregoing, if the improvement, construction, reconstruction, repair, equipment, modification of or extensions to or the refinancing of one or more Components includes the oversizing, extension, enhancement or other modification of one or more Components at the request of one or more Customers, the Authority and the Customers participating in the Component(s) may agree to an alternate allocation of Municipal System Debt Services Charges in connection with such Component(s). Any such alternative arrangement shall be reflected in an addendum or supplement to this Agreement approved by the Customers participating in the Component(s) that evidences such alternate allocation of Municipal System Debt Service Charges.

(iv) Refunding Bonds. The Municipal System Debt Service Charges on the refunding bonds shall be allocated in the same manner as the Municipal System Debt Service Charges on the Municipal System Bonds being refunded.

(v) Capital Contributions. Purchaser may pay a capital contribution for its pro rata share of any project described in Section 4.7(b)(i)-(iii) (in lieu of having Municipal System Bonds issued), which will reduce its share of Municipal Debt Service Charges associated with such project.

(c) Notice Evidencing Allocation of Debt Service Charges. With respect to each issuance of Municipal System Bonds hereafter issued to finance the items described in subparagraph (b), the Authority shall provide written notice not later than sixty (60) days prior to the proposed sale date of the Bonds to each Municipal System Customer that is part of a Customer Group for such Series of Municipal System Bonds setting forth the following information:

- (i) a description of the purpose(s) for the Municipal System Bonds;
- (ii) the estimated aggregate principal amount and series designation (if applicable) of the Municipal System Bonds being issued by the Authority and a percentage allocation of the debt service on such Municipal System Bonds; and
- (iii) the aggregate incremental increase in Contract Quantity for each Customer, if any, as a result of an expansion, and a listing of the Contract Quantities or other

mechanism to be used in the allocation of Debt Service Requirements for the Municipal System Bonds among Customers as described in subparagraph (b) above.

(d) Allocation of Municipal System Debt Service Charges for the 7.9 MGD Mackey Plant Expansion Bonds. The Debt Service Charges for the 7.9 MGD Mackey Plant Expansion Bonds shall be allocated as shown in Addendum 1 hereto. Each Customer shown in Addendum 1 as participating in the 7.9 MGD Mackey Plant Expansion Bonds hereby consents to the issuance of such Municipal System Bonds for the purposes of Section 7.9 of this Agreement.

Section IV.8. Customers' Systems; Rates and Operating Expenses. All sums due to the Authority pursuant to this Agreement from any Customer that is a municipal corporation or a political subdivision of the State of Texas shall constitute operating expenses of such Customer's water supply system. Each such Customer shall fix, establish, charge and collect fees, rates, and charges for service from its water supply system as will at all times be fully sufficient to enable such Customer to pay when due all operating expenses of such system, including all sums due from such Customer to the Authority pursuant to this Article IV. Nothing in this Section, however, shall be construed as preventing the Purchaser, in its sole Discretion from making any payment due to the Authority from sources other than revenues and income of the Purchaser's water supply system. In accordance with Section 791.026(b) and (c), Texas Government Code, during the term of this Agreement, so long as the Authority has Potable Water available from the Water Treatment Plants to supply Purchaser in amounts sufficient to meet Purchaser's needs, Purchaser shall not obtain Potable Water from a source other than the Authority except (i) from facilities owned by the Purchaser, contracted for, or included in Purchaser's capital improvement plan, on the date hereof, (ii) from groundwater sources now or hereafter available to the Purchaser, (iii) from the direct reuse by Purchaser of water received under this Agreement or from groundwater sources now or hereafter available to the Purchaser, upon written notice to the Authority, (iv) as may otherwise be permitted by this Agreement, or (v) with the consent of the Authority, which consent shall not be unreasonably withheld.

Section IV.9. Annual Budget. The Authority shall prepare an Annual Budget. Annual Budgets shall be based on estimates prepared by the Authority. The Authority shall hold annual budget meetings with Customers and provide Purchaser with a copy of each Annual Budget at least two months prior to the effective date of such Annual Budget. The Board may amend the Annual Budget during the course of a Fiscal Year without consent of the Customers to address unanticipated events affecting the operation of the Municipal System; provided, however, that prior to implementing any such budget amendment, the Authority will give Purchaser sixty (60) calendar days' advance written notice of such proposed budget amendment and an opportunity to comment on the proposed budget amendment. Notwithstanding the foregoing, budget amendments that do not increase the costs allocated to Customers do not require such notifications (e.g., receipt of grant funds).

Section IV.10. Audits. After the end of each Fiscal Year the Authority will have an audit of accounts and expenses prepared in accordance with generally accepted accounting principles applicable to entities like the Authority during the last Fiscal Year, prepared by an independent certified public accountant or firm of certified public accountants, not in the regular employ of the Authority, which audit will be made available either (i) through the posting of such audit on the Authority's website or (ii) upon receipt of a written request, through the delivery of such audit to

Purchaser, within one hundred thirty-five (135) days after the end of the Fiscal Year, and if not completed with such one hundred thirty-five (135) day period shall be provided as soon as such audit is completed.

ARTICLE V

BILLING AND PAYMENT; DEFAULTS AND REMEDIES

Section V.1. Billing and Payment. The Authority shall bill Purchaser monthly for Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any, commencing in the first month following the Effective Date. The Authority shall bill Purchaser monthly in advance for all Municipal System Debt Service Charges and Raw Water Charges. All such billings shall be sent to Purchaser not later than the fifth (5th) day of each month. The amount so billed shall be due and paid by Purchaser by the twenty-fifth (25th) day of the month. All payments hereunder by Purchaser shall be made to the Authority at the address shown for the Authority in Section XII.1 of this Agreement, or at such other address as may have been designated pursuant to Section XII.1 of this Agreement.

Section V.2. Event of Default. If any bill has not been fully paid within thirty (30) days after the due date, such failure to pay shall constitute an event of default under this Agreement.

Section V.3. Remedies. If an event of default shall occur and be continuing, the Authority shall have the right to cease delivery of water under this Agreement by giving to Purchaser thirty (30) days advance written notice of the effective date of such cessation. Such cessation, however, shall not be effective if prior to the effective date of cessation Purchaser shall have fully paid such bill and the interest accrued thereon or the Authority has agreed to other arrangements. In addition, the Authority shall have all other rights and remedies afforded by the constitution and laws of the State of Texas, and shall further have the right to terminate all of Purchaser's other rights under this Agreement, including Purchaser's Contract Quantity hereunder, or to sell water to other purchasers for the account of Purchaser, but only after all other remedies have failed. If Purchaser pays any disputed amount, the Authority shall not have any right to terminate any of Purchaser's rights, including, but not limited to, selling of Purchaser's Contract Quantity. Payment of a disputed amount shall not affect Purchaser's right to recover the disputed amount. Payments by the Purchaser shall be subject to the provisions of the Texas Prompt Payment Act, Texas Government Code Chapter 2251. If the Authority terminates all of Purchaser's rights under this Agreement, each other Customer not in default shall have the option to acquire any of said rights (in the same proportion as such Customer's Contract Quantity bears to the sum of the Contract Quantities of all Customers exercising their options or in such other proportions as the Customers exercising their options may agree), including Purchaser's Contract Quantity hereunder; provided, however, that any Customer acquiring any terminated rights of Purchaser shall assume and be liable for all of Purchaser's duties, obligations and liabilities attributable to the rights acquired, including payment of Purchaser's allocated share of the Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, and Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any. Customers exercising an option to acquire terminated rights of Purchaser must exercise said option, if at all, within forty-five (45) days after the Authority notifies such Customers of the termination of Purchaser's rights under this Agreement. No termination or reacquisition of any rights of Purchaser shall have the effect of relieving Purchaser of any liability

which it would otherwise have had if no such termination or reacquisition had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by Customers acquiring terminated rights of Purchaser (or their successors or assigns). If other Customers do not assume all the defaulting Customer's Contract Quantity and the defaulting Customer fails to pay any amounts due under this Agreement, the remaining total of Contract Quantities of all Customers, exclusive of such amounts, shall be used as the basis for calculating the pro rata shares of the Customers hereunder although such readjustment shall not relieve the defaulting Customer of its liability hereunder.

ARTICLE VI SPECIAL PROVISIONS

Section VI.1. League City Transmission Line. The Authority has contracted with the City of League City for provision of Potable Water through the League City Transmission Line in the event of a drought or other emergency (subject to the pumping capacity of the City of League City's pump station located in the City of Webster and any physical and hydraulic limitations on the ability of the Authority's water transmission system to receive such volume of water). When necessitated by catastrophic failure or the lines reaching the end of their useful life, the costs of the replacement of or a mutually acceptable alternative rehabilitation process for the League City Transmission Line will be shared between the City of League City and the Authority, with eighty percent (80%) of such replacement or mutually acceptable alternative rehabilitation costs to be borne by the City of League City and twenty percent (20%) to be borne by the Authority. If the replacement of the League City Transmission Line is necessitated by other than catastrophic failure or the end of its useful life, the City of League City and the Authority will meet to discuss the extent to which the replacement is beneficial to the Authority and the extent, if any, of the Authority's participation in the replacement project. The capacity of the current line or lines will not be materially reduced (i.e. a reduction of more than 10%) in connection with any such replacement project, absent consent from 60% of the Municipal System Customers. The Authority's share of the costs of such replacement will be shared by the Municipal System Customers pro rata based on their Contract Quantities. The Authority shall establish the price for emergency water delivered to or received from League City through the League City Transmission Line, and amounts paid or received for such emergency water under the contract between the Authority and the City of League City shall be a cost or revenue allocable to the Municipal System.

Section VI.2. Combination of the Canal J System into the Canal Division. The Authority reserves the right to expand the Canal Division to include the Canal J System, subject to the following condition: the Board determines that the total water rates charged to Municipal System Customers in the year such combination is implemented shall not increase by more than 5% as a result of such combination, as shown in the Annual Budget for such Fiscal Year.

ARTICLE VII THE MUNICIPAL SYSTEM: FINANCING AND OWNERSHIP

Section VII.1. The Municipal System. The Authority owns, operates and maintains the Municipal System to provide Potable Water to Purchaser and the other Municipal Customers. The Purchaser and the Authority agree to cooperate as provided in this Agreement in order to permit the Authority to acquire, construct, expand, extend, repair, and replace the Municipal System, to provide for the development of additional water supplies, to provide all necessary financing

therefor, and to provide for the operation thereof. If any portion of the Municipal System should be located on any land now or hereafter owned by Purchaser or in any present or future rights-of-way or public place of Purchaser, Purchaser hereby consents thereto and hereby grants or will grant to the Authority the non-exclusive right, privilege, easement and right-of-way to use such lands, rights-of-way, or public places for the purpose of maintaining, operating, laying, and repairing such portion of the Municipal System until termination of this Agreement, in order for the Authority to comply with the provisions of this Agreement.

Section VII.2. Financing the Municipal System; Issuance of Municipal System Bonds.

(a) Subject to Section 7.9 hereof, the Authority may issue Municipal System Bonds in one or more series at such time or times and in such amounts as the Authority shall deem appropriate to finance the estimated costs of the improvement, construction, renovation, reconstruction, expansion and equipment of the Municipal System and the development of water supplies to serve the Municipal System, after taking into account any capital contributions by any of the Customers for costs of the Municipal System or any of the Components of the Municipal System and other revenues dedicated by the Board for such purposes, and to refund all or any portion of any Municipal System Bonds Outstanding or other obligation issued to finance one or more Components of the Municipal System.

(b) The Municipal System Bonds shall be special revenue obligations of the Authority payable from and secured by the Municipal System Debt Service Payments to be made under this Agreement and similar agreements with the other Customers, certain proceeds of the Municipal System Bonds, and other amounts from time to time on deposit in the various funds created in connection with the issuance of the Municipal System Bonds from time to time. Municipal System Bonds may be secured by a lien on and pledge of revenues that is superior to, on parity with, or junior and subordinate to revenues securing other Municipal System Bonds.

(c) The Authority shall use good faith efforts to sell the Municipal System Bonds, within the limits prescribed by law, under terms that are the most advantageous reasonably attainable by the Authority at the time of the sale.

(d) The Authority shall apply the proceeds of each series of Municipal System Bonds as provided in the resolution authorizing such series of Municipal System Bonds.

(e) Purchaser hereby agrees to promptly furnish the Authority with such certificates, data, projections and related information as may be required or requested by the Authority (i) in connection with the sale of Municipal System Bonds in order to comply with all applicable laws, rules and regulations, including 17 CFR 240.15c2-12 (municipal securities disclosure), as amended from time to time, including entering into any continuing disclosure agreements as may be required in connection with the issuance of the Municipal System Bonds, and (ii) the approval of Municipal System Bonds by the Attorney General of the State of Texas.

Section VII.3. Municipal System Debt Service Reserve Funds. (a) Each resolution of the Authority authorizing the issuance of a series of Municipal System Bonds shall provide for the establishment and maintenance of a Municipal System Debt Service Reserve Fund in which there shall be capitalized and/or accumulated the Municipal System Debt Service Reserve Fund Requirement. Such bond resolutions shall also provide that all interest earnings and investment

income from the Municipal System Reserve Fund shall remain therein so long as the balance therein is less than the Municipal System Debt Service Reserve Fund Requirement. However, whenever the balance therein is at least equal to the Municipal System Debt Service Reserve Fund Requirement, all interest earnings and investment income shall be transferred to the interest and sinking fund for the Municipal System Bonds and shall constitute a credit against the payment of Debt Service Charges.

(b) Amounts in the Municipal System Reserve Fund may be used at any time by the Authority to prevent a default in the payment of principal of or interest on the Municipal System Bonds or to make the final payments thereof.

Section VII.4. Additional Municipal System Reserve Funds. In addition to the creation of Municipal System Debt Service Reserve Funds, a resolution of the Authority authorizing the issuance of a series of Municipal System Bonds may provide for the establishment and maintenance of such other reserve funds as are determined by the Authority to be necessary or desirable in connection with the issuance of a series of Municipal System Bonds (collectively, "Additional Municipal System Reserve Funds"). Purchaser agrees that the Authority may utilize such Additional Municipal System Reserve Funds in the manner and for the purposes established in the applicable bond resolution.

Section VII.5. Canal System Revenue Bonds and Texas City Reservoir and Raw Water Conveyance System Revenue Bonds. The Authority reserves the right to issue, and pursuant to Section 6.2 of the Industrial Division Customer Contract, Purchaser hereby consents to the issuance of revenue bonds by the Authority classified as Canal System Revenue Bonds or Texas City Reservoir and Raw Water Conveyance System Bonds in one or more series, for such purposes, at such time or times and in such amounts as the Board shall deem appropriate.

Section VII.6. Expansion of Municipal System. The Authority reserves the right to expand, improve, or modify the Municipal System from time to time in such manner and by such increments as the Authority shall deem appropriate; to allocate additional capacity provided thereby among the Customers and others subject to the provisions hereof; to acquire additional raw water for future capacity for the Water Treatment Plants; and to provide for the financing thereof by issuing additional Municipal System Bonds or Special Project Bonds, from capital contributions or from any other lawful source of funds, subject to the applicable provisions of this Agreement.

Section VII.7. Ownership and Operation. It is expressly agreed and understood that as between the parties hereto, the Authority shall be the owner and operator of the Municipal System. The Authority shall operate the Municipal System in a safe, efficient and economical manner in accordance with (i) sound business principles, (ii) accepted good engineering and management practices for the operation by political subdivisions of water systems of a similar type and size, (iii) the Authority's safety and security program, which will include reasonable precautions and measures recognized in the municipal water industry in connection with the operation by political subdivisions of water systems of a similar type and size to address cybersecurity threats, domestic and foreign terrorism threats, and public health and welfare, and (iv) applicable regulatory requirements.

Section VII.8. Special Projects. The Authority reserves the right and will reserve the right, in each of its resolutions authorizing the issuance of Municipal System Bonds, to issue bonds (hereinafter, the "Special Project Bonds") for the purpose of constructing, acquiring, adding, expanding or extending facilities to serve any new or existing water customers ("Special Project Customers") by means of the Municipal System or the Industrial Division. Facilities constructed or acquired with the proceeds of Special Project Bonds or paid for by any Special Project Customers are hereinafter called "Special Project Facilities." The principal of and interest on Special Project Bonds shall be payable from revenue derived from Special Project Facilities. Debt service on Special Project Bonds and expenses and other expenditures attributable to Special Project Facilities shall not be included in either the annual budget of the Industrial Division or the Annual Budget of the Municipal System or treated as their expense and expenditures, except as set forth in this Agreement.

The Authority's general overhead and administrative expenses and any other expenses and expenditures applicable to the Industrial Division, the Municipal System and Special Project Facilities shall be fairly apportioned between them, as shown in the annual budget of the Industrial Division or the Annual Budget of the Municipal System, as applicable.

To the extent of the quantity of water that is supplied to a Special Project Customer by means of the Municipal System or any Component of the Municipal System, such Special Project Customer shall pay to the Authority as revenue of the Municipal System the charges which would be payable under the other provision of the Agreement if such Special Project Customer were the purchasing party under a contract similar hereto and such quantity of water were its Contract Quantity. Each such payment by a Special Project Customer shall be a maintenance and operating expense of the Special Project Facility serving such Special Project Customer.

Section VII.9. Consent Provisions for Municipal System Bonds. The following consent provisions shall apply to the issuance of Municipal System Bonds.

(a) Refunding Obligations. The term Municipal System Bonds shall include and Purchaser is deemed to have consented to the issuance of bonds, notes, commercial paper, credit agreements or other obligations issued for the purpose of refunding Municipal System Bonds, provided that:

(i) (A) the issuance of such refunding obligations results in debt services savings; and

(B) the last maturity of such refunding obligations does not mature on a date later than the maturity date of the last maturity of the Municipal System Bonds being refunded; or

(ii) the issuance of such refunding obligations is for the purpose of providing long term financing for commercial paper, short term notes, bond anticipation notes, or other short term financing instruments; or

(iii) the Authority has received the consent of the applicable Customers, as determined in the manner provided in subsection (b)(ii) below, for the issuance of refunding obligations for purposes other than those described in subsections (i) or (ii) above.

(b) New Money Municipal System Bonds. The term Municipal System Bonds shall include and Purchaser is deemed to have consented to the issuance of the following bonds, notes, commercial paper, credit agreements or other obligations:

(i) the issuance of which the Board determines is necessary to (A) comply with any state or federal regulatory requirements; (B) maintain the integrity of the Municipal System, including the repair or replacement of equipment or Components damaged or destroyed as a result of a natural disaster or other catastrophic event; or (C) prevent or lessen an imminent threat to the health, welfare, or safety of the public (an “imminent threat to the health, welfare, or safety of the public” means, a significant threat or immediate danger to health, welfare, or safety and is considered to exist when the Board determines that a condition, practice, circumstance, or event exists that may cause damage or injury to persons or property or the inability to provide water to one or more Customers and requires prompt correction or cessation of operation to prevent such damage, injury, or inability); or

(ii) the issuance of which is consented to by either (A) 60% of the Customers in the Customer Group for the Component being financed or refinanced, or (B) Customers in the Customer Group for a Component being financed or refinanced that represent 70% of the total Contract Quantity for such Customer Group as shown in Exhibit B-2.

(c) [Reserved.]

(d) Notwithstanding the provisions of Section 7.9(b), Purchaser hereby consents to the issuance of one or more series of Municipal System Bonds, notes or other obligations for the design, construction, acquisition, equipment, and improvements associated with the costs of the replacement or rehabilitation of the League City Transmission Line pursuant to Section VI.1 of this Agreement.

ARTICLE VIII FORCE MAJEURE

Section VIII.1. General. Other than with respect to Purchaser’s unconditional obligation to make the payments identified in Section XIV.1 of this Agreement, neither party hereto shall be liable in damages or otherwise suffer any default for any failure to perform, or for delay in performing, its obligations under this Agreement where the same is due to acts of God, fire, storm, flood, hurricanes, drought, insufficiency of water in the Brazos River and in Jones and Upper Oyster Creeks, Chocolate Bayou, Mustang Bayou or Halls Bayou, or other water source, landslide, subsidences of land, lightning, earthquake, washout, explosion, epidemic, war, acts of enemies or belligerents, sabotage, interference by, orders of, or compliance with requests or recommendations of civil or military courts or other authorities, including any agency or person appointed by any such authority or by any official thereof (whether de jure or de facto and whether acting legally or not), inability to obtain materials, strikes or other differences with labor (whether or not within the power of the party to settle the same), breakage or accident to machinery, canals, reservoirs or lines of pipe, or any other cause (whether or not of the same class or kind as those set forth above) not otherwise due to the fraud, criminal misconduct, willful misconduct or gross negligence of such party, while and so long as and to the extent that performance is prevented from such cause (hereinafter sometimes referred to as a “force majeure”) and due diligence is being used to resume performance at the earliest practicable time. The failure in whole or in part of Purchaser to take

water under the terms of this Agreement where such is due to the inability of Purchaser to take water for any of the above causes shall be deemed a force majeure applicable to Purchaser, but only in proportion and to the extent that Purchaser's demand, or ability to take water, is reduced thereby.

Section VIII.2. The Authority's Water Supply. (a) The Authority receives delivery of its supply of water out of the Brazos River and other sources, and such water must be transported over long distances before it is received by the Authority at the Water Treatment Plants. It is agreed, therefore, that the event of stoppage or diminution of the water received by the Authority from one or more of its sources of supply, including, but not limited to, the BRA (other than by reason of the Authority's failure to make payments due to its suppliers) shall be deemed a force majeure, and that the Authority cannot and does not guarantee constant availability of water hereunder under such circumstances but does agree to use its best efforts to maintain such availability.

(b) It is further agreed that the Authority may, without liability or default, interrupt its service hereunder to make necessary alterations to or repairs in its Canal Division, Industrial Division, or the Municipal System, but only if such interruption cannot otherwise reasonably be avoided. If possible, the Authority shall give reasonable prior notice of any such interruption to Purchaser.

(c) Purchaser is not guaranteed any specific quantity or pressure of water during times that the water supply from the Water Treatment Plants is limited, whether as a result of a period of drought or other reason, or when equipment becomes inoperative due to unforeseen breakdown or scheduled maintenance and repairs. Notwithstanding the other provisions of this Section, the Authority may reduce the supply of water in accordance with the laws of the State of Texas, particularly section 11.039(a) of the Texas Water Code, as may be amended from time to time.

ARTICLE IX

OPERATING ADVISORY COMMITTEE; CUSTOMER REPORTING

Section IX.1. Creation and Composition. The Authority has created and will maintain during the term of this Agreement a Municipal System Operating Advisory Committee on which Purchaser will have one representative selected by the Purchaser. The Municipal System Operating Advisory Committee shall be composed of only those representatives so selected by each Customer, and if any Customer fails to select a representative, the Municipal System Operating Advisory Committee shall be deemed fully composed of only the representatives selected by the other Customers.

Section IX.2. Functions. Members of the Municipal System Operating Advisory Committee shall have access at all reasonable times to inspect the books, records, facilities and properties of the Authority pertaining to the Municipal System and shall receive advance notice of, and be entitled to attend, all meetings of the Board. Prior to the execution of any contract by the Authority for the purchase of an additional water supply for the Municipal System and prior to the adoption of each annual operating budget for the Municipal System copies of such instruments shall be supplied to all members of the Municipal System Operating Advisory Committee, and they shall be given a reasonable time to examine each such instrument and to make comments and recommendations to the Board in regard thereto. The Authority shall solicit the advice and counsel of each member of the Municipal System Operating Advisory Committee in regard to the

operation, maintenance, repair, replacement and enlargement of the Municipal System and each member shall be given full opportunity from time to time to express his views in regard to all such matters.

Section IX.3. Procedures. In addition to functioning as provided in Section IX.2 of this Article, the members of the Municipal System Operating Advisory Committee may establish dates for and hold regular periodic meetings, provide for the calling of and hold special meetings, provide for the election of a chairman and other offices, and establish such other procedures for the functioning of the Municipal System Operating Advisory Committee as the members may agree upon. However, members of said Committee shall not receive any compensation from the Authority for their services as members or for expenses incurred by them.

Section IX.4. Reporting. The Authority shall make available upon written request financial statements for each month (within 30 days following the close of each month) detailing the projected budget to actual results and the balance of all reserve funds. At least two months prior to each Fiscal Year, the Authority shall make the following information available on its website or deliver it to Purchaser upon receipt of a written request: (i) a written description of its current planned capital improvements program including project descriptions and cost estimates and (ii) a written projection of Municipal System charges and associated rate projections for the next five years so that Purchaser may adequately plan for its own budgeting and retail rate setting. The Authority shall cooperate with any reasonable requests for additional budgeting or financial information by Purchaser on a timely basis. Purchaser shall designate and communicate to the Authority in writing the appropriate staff member to receive such reports on its behalf.

ARTICLE X SUCCESSORS AND ASSIGNS

Section X.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, this Agreement may not be assigned in whole or in part by the Authority, except that the Authority expressly reserves the right to pledge the revenues to be received under this Agreement to secure the payment of the Municipal System Bonds and the Seller's Revenue Bonds; and no assignment hereof, in whole or in part, by Purchaser shall relieve Purchaser of its obligation to make the payments for water as herein provided. Nothing in this Section shall prevent Purchaser from pledging its rights under this Agreement to secure debt.

ARTICLE XI MISCELLANEOUS

Section XI.1. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the funding, construction, operation and maintenance of the Municipal System. There are no warranties, representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for herein, and the parties shall not be bound by or liable for any alleged warranty, representation, agreement, arrangement, or understanding. Neither of the parties hereto have relied on any statements or representations that have been made by any other party that are not set forth in this Agreement, and neither party is entitled to rely on any representation, agreement or obligation that is not expressly stated in this Agreement.

Section XI.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section XI.3. Repealer. Upon the full Effective Date of this Agreement, this Agreement completely amends, repeals and replaces and supersedes the Existing Agreements and all prior agreements, understandings, negotiations, and discussions, oral or written, between the parties hereto.

Section XI.4. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section XI.5. Table of Contents, Etc. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part thereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section XI.6. Amendment. This Agreement may only be amended by means of an amendment in writing.

Section XI.7. Special Conditions. This document is in the form of a standard contract proposed for the Customers.

ARTICLE XII NOTICE

Section XII.1. Addresses. Wherever notice from one party to the other is required or permitted hereunder and no other method is provided, such notice shall be in writing and shall be given by delivery of the same to the other party or by mailing the same by registered mail to the other party at the following address of the other party:

The Authority's Mailing Address:

Gulf Coast Water Authority
4243 Emmett F. Lowry Expressway
Texas City, Texas 77591
Attention: General Manager

Purchaser's Mailing Address:

City of Texas City, Texas

or to such other address of the other party as may have been theretofore designated in writing by the other party to the one giving the notice. Notice by mail shall be deemed to have been given as of the date it is received.

ARTICLE XIII

TERM

Section XIII.1. Term. This Contract shall become effective as of the Effective Date and remain in effect from the date set forth above until 11:59 pm, Central Time, on December 31, 2062, and thereafter until payments in full of the principal, premium, if any and interest on all Municipal System Bonds or Seller's Revenue Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

Section XIII.2. Required Approval by Customers; Effective Date. This Agreement shall become effective upon the earlier to occur of (i) the execution of amended and restated contracts in substantially the form of this Agreement by all of the Municipal System Customers under Municipal System Contracts in effect as of April 15, 2022, or (ii) to the extent this Agreement has not been signed by one or more of such Customers, upon the termination of the existing Municipal System Contracts for such Customers, which termination date is December 31, 2027, unless earlier termination occurs pursuant to the terms of such contracts. If and when such condition has been satisfied, the Agreement shall become effective, and the date on which such conditions are satisfied shall be the "Effective Date." The Authority shall promptly notify the Customers in writing upon the satisfaction of the condition precedent to the effectiveness of this Agreement and identifying the Effective Date.

ARTICLE XIV

UNCONDITIONAL COMMITMENTS

Section XIV.1. Payments; Obligation to Pay Municipal System Debt Service Charges and Raw Water Charges Unconditional. It is understood and acknowledged by Purchaser that the Municipal System Bonds may be and the bonds issued under the Industrial Division Customer Contracts have been and may be sold to the purchasers thereof and the Authority purchases raw water for the Municipal System under the Industrial Division Customer Contracts in reliance upon the commitment of Purchaser to make payments of Municipal System Debt Service Charges and Raw Water Charges provided by this Agreement. Accordingly, any other provision of this Agreement notwithstanding, Purchaser's obligation to pay Municipal System Debt Service Charges and Raw Water Charges shall be absolute and unconditional under any and all circumstances. So long as the Municipal System Bonds or Seller's Revenue Bonds remain Outstanding, Purchaser (i) will not suspend or discontinue any payments of Municipal System Debt Service Charges or Raw Water Charges provided herein; and (ii) will not terminate this Agreement or otherwise seek to avoid or to reduce the payment of Municipal System Debt Service Charges or Raw Water Charges for any reason, including, without limiting the generality of the foregoing, failure of any other Customer to perform its obligations under any agreement or any acts or circumstances that may constitute failure of consideration, any event of force majeure, destruction or damage to the Municipal System, frustration of purpose, any change in the tax or other laws of the United States of America or the State of Texas, or any political subdivision of either, or any failure of the Authority to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. It is

provided, however, that nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and if the Authority should fail to perform any such agreement, Purchaser may institute such actions against the Authority as it may deem necessary to compel the performance thereof or to restrain or enjoin forbidden acts so long as such shall not result in a reduction of the payment of Municipal System Debt Service Charges and Raw Water Charges hereunder.

Section XIV.2. Outstanding Bonds. For the purposes of this Agreement, no Municipal System Bond or Seller's Revenue Bonds shall be deemed to be "Outstanding" after the date:

- (a) of its stated maturity;
- (b) on which it is retired by reason of payment to the holder thereof of the principal thereof and accrued interest thereon; or
- (c) on which, due provision having been made therefor pursuant to the terms of the resolution authorizing its issuance, there has been deposited with the paying agent or authorized escrow agent, cash and/or investments designated for such purpose which is sufficient to pay or provide for the timely payment of the principal or redemption price thereof and interest accrued thereon as of the date of maturity or the redemption date of bonds duly called for prior redemption pursuant to the terms of such bond resolution, whichever first occurs.

Section XIV.3. Exhibits. Exhibits may be modified, changed or substituted without amendment to this Agreement. The Authority may modify, change or substitute any Exhibit to this Agreement, as amended, by a letter agreement that is signed by (i) the Authority and (ii) the party affected by the modification, change or substitution.

[Execution Pages To Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

GULF COAST WATER AUTHORITY

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

PURCHASER

CITY OF TEXAS CITY, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: _____

Exhibit A
Contract Quantities of Municipal System Customers
(in gallons per day)

	Contract Quantity (Total for Mackey Plant)	7.9 MGD Mackey Plant Expansion	Contract Quantity After 7.9 MGD Mackey Plant Expansion
City of Galveston	20,990,000	--	20,990,000
City of Texas City	11,505,000	--	11,505,000
City of League City	2,544,000	3,000,000	5,544,000
Galveston County WCID No. 1	4,165,000	--	4,165,000
City of La Marque	2,780,000	1,247,000	4,027,000
Galveston County WCID No. 12	1,043,000	2,044,000	3,087,000
San Leon MUD	1,785,000	--	1,785,000
Galveston County WCID No. 8	1,000,000	659,000	1,659,000
City of Hitchcock	1,500,000	500,000	2,000,000
Bacliff MUD	1,190,000	--	1,190,000
Galveston County FWSD No. 6	360,000	450,000	810,000
Galveston County MUD No. 12	450,000	--	450,000
Bayview MUD	388,000	--	388,000
Total	49,700,000	7,900,000	57,600,000

Exhibit B-1
Municipal System – Point of Delivery Contract Quantities

Customer	Transmission Component	Exhibit Number	Segment	Point of Delivery Number	Point of Delivery Contract Quantity - Current (in gallons per day)	Point of Delivery Contract Quantity after Plant Expansion (in gallons per day)	Point of Delivery Contract Quantity following necessary Component improvements (in gallons per day)
City of Texas City (TMWTP East & West)	North Transmission System	C-4	A:B	1	8,205,000	6,055,000	5,015,000
City of La Marque (North)	North Transmission System	C-4	A:B	2	2,380,000	2,380,000	2,380,000
City of Texas City (Corrections Facility point of connection)	North Transmission System	C-4	A:B	3	500,000	500,000	500,000
City of Texas City (Humble Camp point of delivery)	North Transmission System	C-4	B:C	4	2,500,000	4,250,000	4,900,000
Galveston County Water Control & Improvement District No. 1 (Dickinson)	North Transmission System	C-4	D:E	5	3,100,000	3,100,000	3,100,000
City of Texas City (FM 517 point of delivery)	Bayshore Transmission System	C-2	D:F	6	300,000	700,000	1,090,000
San Leon Municipal Utility District	Bayshore Transmission System	C-2	F:G	7	1,785,000	1,785,000	1,785,000
Bacliff Municipal Utility District	Bayshore Transmission System	C-2	F:G	8	1,190,000	1,190,000	1,190,000
Bayview Municipal Utility District	Bayshore Transmission System	C-2	G:H	9	388,000	388,000	388,000
Galveston County Water Control & Improvement District No. 12 (Kemah)	Kemah Transmission System	C-3	H:I	10	2,043,000	2,043,000	3,087,000
City of Galveston	South Transmission Line & Highway 6 Transmission Line	C-7-B	K:L	11A & 11B*	20,990,000	20,990,000	20,990,000
Galveston County Fresh Water Supply District No. 6 (Tiki Island)	Highway 6 Transmission Line	C-7-B	K:M	12	360,000	810,000	810,000
Galveston County Municipal Utility District No. 12 (Bayou Vista)	Highway 6 Transmission Line	C-7-B	K:N	13	450,000	450,000	450,000
City of Hitchcock	Highway 6 Transmission Line	C-7-B	K:N	14	1,500,000	2,000,000	2,000,000
Galveston County Water Control & Improvement District No. 8 (Santa Fe)	39-Inch Transmission Line	C-7-C	N:O	15	500,000	829,500	829,500
City of La Marque (South)	39-Inch Transmission Line	C-7-C	O:P	16	400,000	1,647,000	1,647,000
Galveston County Water Control & Improvement District No. 8 (Santa Fe)	39-Inch Transmission Line	C-7-C	P:Q	17	500,000	829,500	829,500
Galveston County Water Control & Improvement District No. 1 (Dickinson)	39-Inch Transmission Line	C-7-C	R:S	18	1,065,000	1,065,000	1,065,000
City of League City	39-Inch Transmission Line	C-7-C	S:T	19	2,544,000	5,544,000	5,544,000
Total					50,700,000	56,556,000	57,600,000

* Points of Delivery 11A and 11B are interoperable.

Exhibit B-2
Municipal System – Customer Groups*

North System

North Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
City of La Marque	2,380,000	10.16 %
City of Texas City	11,505,000	49.09 %
Bacliff Municipal Utility District	1,190,000	5.08 %
Bayview Municipal Utility District	388,000	1.66 %
Galveston County WCID No. 1 (Dickinson)	3,100,000	13.23 %
San Leon Municipal Utility District	1,785,000	7.62 %
Galveston County WCID No. 12 (Kemah)	3,087,000	13.17 %
Total	23,435,000	100.00 %

Bayshore Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	17.63 %
Bayview Municipal Utility District	388,000	5.75 %
City of Texas City	300,000	4.44 %
San Leon Municipal Utility District	1,785,000	26.44 %
Galveston County WCID No. 12 (Kemah)	3,087,000	45.73 %
Total	6,750,000	100.00 %

Kemah Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
Galveston County WCID No. 12 (Kemah)	3,087,000	100.00 %
Total	3,087,000	100.00 %

* Totals may not tie due to rounding.

South System

South Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
City of Galveston	20,990,000	61.44 %
City of Hitchcock	2,000,000	5.85 %
City of La Marque	1,647,000	4.82 %
City of League City	5,544,000	16.23 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	2.37 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	1.32 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	4.86 %
Galveston County WCID No. 1 (Dickinson)	1,065,000	3.12 %
Total	34,165,000	100.00 %

Interconnect

North-South Interconnect

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	2.07 %
Bayview Municipal Utility District	388,000	0.67 %
City of Galveston	20,990,000	36.44 %
City of Hitchcock	2,000,000	3.47 %
City of La Marque	4,027,000	6.99 %
City of League City	5,544,000	9.63 %
City of Texas City	11,505,000	19.97 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	1.41 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	0.77 %
Galveston County WCID No. 12 (Kemah)	3,087,000	5.36 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	2.88 %
Galveston County WCID No. 1 (Dickinson)	4,165,000	7.23 %
San Leon Municipal Utility District	1,785,000	3.10 %
Total	57,600,000	100.00 %

Mackey Plant (as Expanded by the 7.9 MGD Mackey Plant Expansion)

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	2.07 %
Bayview Municipal Utility District	388,000	0.67 %
City of Galveston	20,990,000	36.44 %
City of Hitchcock	2,000,000	3.47 %
City of La Marque	4,027,000	6.99 %
City of League City	5,544,000	9.63 %
City of Texas City	11,505,000	19.97 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	1.41 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	0.78 %
Galveston County WCID No. 12 (Kemah)	3,087,000	5.36 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	2.88 %
Galveston County WCID No. 1 (Dickinson)	4,165,000	7.23 %
San Leon Municipal Utility District	1,785,000	3.10 %
Total	57,600,000	100.00 %

Exhibit C

Depictions of Components of the Municipal System

Index to Points of Delivery

North Transmission System

1. City of Texas City (two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant)
2. City of La Marque (southwest of the intersection of 5th Avenue North and North Orchid Drive in City of Texas City)
3. City of Texas City (Corrections Facility point of delivery located east of point B on the south side of Attwater Avenue in the City of Texas City)
4. City of Texas City (Humble Camp point of delivery located at the intersection of Attwater Avenue and North Humble Camp Road in the City of Texas City)
5. Galveston County Water Control and Improvement District No. 1 (west of Ecret Drive adjacent to the ground storage tank in the City of Dickinson)

Bayshore Transmission System

6. City of Texas City (FM 517 point of delivery)
7. San Leon Municipal Utility District (east of Highway 146 in the City of Texas City)
8. Bacliff Municipal Utility District (west of the intersection of Sevan Street and Avenue A within the Bacliff Municipal Utility District)
9. Bayview Municipal Utility District (just west of the termination point and adjacent to the Bayview Municipal Utility District ground storage tank)

Kemah Transmission System

10. Galveston County Water Control and Improvement District No. 12 (west of Hanson Road adjacent to the Ground Storage Tank in the City of Kemah)

South Transmission Line

- 11B. City of Galveston (northeast of Old Highway 75 at Virginia Point)

Highway 6 Transmission Line

- 11A. City of Galveston (southwest of Old Highway 75 at Virginia Point)
12. Galveston County Fresh Water Supply District No. 6 (west of Virginia Point Road adjacent to the ground storage tank in the Village of Tiki Island)
13. Galveston County Municipal Utility District No. 12 (just south of the intersection of Ling Street and Neptune Drive in the City of Bayou Vista)
14. City of Hitchcock (just south of North Martin Luther King Avenue between 1st Street and 2nd Street in the City of Hitchcock)

39-Inch Transmission Line

15. Galveston County Water Control and Improvement District No. 8 (south of 14th Street between Avenue K and Avenue L and adjacent to the tower in the City of Santa Fe)
16. City of La Marque (north of FM 1764 and adjacent to the ground storage tank in the City of La Marque)
17. Galveston County Water Control and Improvement District No. 8 (southwest of the intersection of FM 1764 and Avenue L and adjacent to the ground storage tanks in the City of Santa Fe)
18. Galveston County Water Control and Improvement District No. 1 (south of FM 517 and adjacent to the ground storage tank in the City of Dickinson)
19. City of League City (in the meter station north of FM 517 and west of Calder Drive in the City of League City)

Addendum 1
7.9 MGD Mackey Plant Expansion Bonds

The following table describes the Customers participating in the 7.9 MGD Mackey Plant Expansion and the allocation of Debt Service Charges associated with the 7.9 MGD Mackey Plant Expansion Bonds. This table may be updated in advance of the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to reflect the final participants in the 7.9 MGD Mackey Plant Expansion Bonds.

Customer	Contract Quantity Associated with the 7.9 MGD Mackey Plant Expansion (in gallons per day)	Contract Quantity Associated with Capital Contribution For 7.9 MGD Mackey Plant Expansion (in gallons per day)	Contract Quantity Associated with Amounts being Financed with the 7.9 MGD Mackey Plant Expansion Bonds (in gallons per day)	Allocation of Debt Service Charges associated with the 7.9 MGD Mackey Plant Expansion Bonds⁽¹⁾
City of League City	3,000,000			
City of La Marque	1,247,000			
Galveston County WCID No. 12	2,044,000			
Galveston County WCID No. 8	659,000			
Galveston County FWSD No. 6	450,000			
City of Hitchcock	500,000			
Total	7,900,000			100%

⁽¹⁾ The allocation is expressed as a percentage derived by dividing the incremental increase in Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion that is being bond financed by a Customer participating in the 7.9 MGD Mackey Plant Expansion Bonds by total of all incremental increases in Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion being financed by all Customers participating in the 7.9 MGD Mackey Plant Expansion Bonds.

RESOLUTION NO. 2026-076

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
AMENDED AND RESTATED INTERIM WATER SUPPLY AGREEMENT
WITH GULF COAST WATER AUTHORITY; AND PROVIDING THAT
THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER
ITS PASSAGE AND ADOPTION.**

WHEREAS, the Authority sells raw water at wholesale to municipal, industrial, and agricultural customers in Galveston, Brazoria, and Fort Bend Counties, Texas; and

WHEREAS, all water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at Purchaser's Point(s) of Delivery; and

WHEREAS, the Authority shall bill the Purchaser monthly for Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any, commencing in the first month following the Effective Date. The Authority shall bill Purchaser monthly in advance for all Municipal System Debt Service Charges and Raw Water Charges. All such billings shall be sent to Purchaser not later than the fifth (5th) day of each month. The amount so billed shall be due and paid by Purchaser by the twenty-fifth (25th) day of the month.

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

SECTION 1: That the City Commission hereby authorizes approval of an amended and restated interim water supply agreement with the Gulf Coast Water Authority.

SECTION 2: That the Mayor is hereby authorized to execute an amended and restated interim water supply agreement, in the form attached hereto as **Exhibit "A" & "B"** and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of July 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

CITY COMMISSION REGULAR MTG

(9) (e)

Meeting Date: 07/01/2026

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on Ordinance No. 2026-20, amending Ordinance No. 2025-14 Commission Rules of Procedure/Order of Business, Section 7: Public Comments. (Item submitted by Commissioner At-Large Brian Goetchius and Commissioner District 3 Chris Sharp.)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Fiscal Impact statement was not provided by the requesting Commissioners.

Attachments

Sharp Request

Goetschius Request

Current Ordinance

Proposed Ordinance

attachment

Request for AGENDA ITEM

From Chris Sharp <csharp@texascitytx.gov>

Date Wed 6/17/2026 2:04 PM

To Abel Garza Jr. <agarza@texascitytx.gov>; Rhomari Leigh <rleigh@texascitytx.gov>

Cc Brian Goetschius <bgoetschius@texascitytx.gov>

To whom it may concern,

This is my formal request to have ORDINANCE NO. 2025-14 Sect.7 "Public Comment Rules" Part C. "Remarks are to be limited to those pertaining to matters for action before the City Commission according to Texas Local Government Code (551.007), removed or omitted from this ordinance.

Before the citizens ability to address the commission on topics regardless of our agenda was removed by then Mayor Johnson, then later in a 4-3 vote as part of this "Rules and Procedures" ordinance, in my experience I do not recall any conflicts, disruptions or time issues that would warrant any such change.

Ensuring our citizens can address their elected officials on any matter not only communicates that we understand our role is to serve their needs, it also demonstrates our commitment to openness, transparency and our goal of growing Texas City together.

Public comment is also vital to our sitting elected officials giving them the opportunity to learn of the issues that our constituents need address, many are personal and would not otherwise be seen to be addressed.

Regardless of everything I have written, it is my opinion that, that rule should never have been implemented. I don't see how it benefits the city or its citizens, and that is who we serve and no one else.

I submit that we have a vote to omit that section from said ordinance, if it requires three reading then we move forward with those readings as soon as possible.

Texas City District 3
Commissioner Chris Sharp

Date: June 1, 2026

From:

Brian T. Goetschius
City Commissioner At-Large
Texas City, Texas

To:

Mayor Garza
Mayor, City of Texas City

Jon Branson
Executive Director of Management Services

Kyle Dickson
City Attorney

Subject: Proposal to Restore Open Public Comment at City Commission Meetings

Dear Mayor Garza, Mr. Branson, and Mr. Dickson,

I am writing to formally share my proposal and intent to restore a common-sense approach to public participation at our City Commission meetings.

It is my belief that the citizens of Texas City should have the opportunity to be heard on any subject—whether or not the topic appears on the posted agenda. Open public comment is a fundamental component of transparent government and fosters trust, accountability, and civic engagement.

Providing the public with the ability to speak freely ensures that concerns, ideas, and issues that may not yet be formally recognized still have a pathway to be brought before their elected officials. This approach reflects a commitment to openness and reinforces the principle that our government serves the people.

I respectfully submit this proposal for consideration and discussion, and I look forward to working collaboratively to implement policies that better serve our community.

Thank you for your time and consideration.

Respectfully,



Brian T. Goetschius
City Commissioner At-Large
Texas City, Texas

**CITY OF TEXAS CITY, TEXAS
COMMISSION POLICY ON PUBLIC COMMENT, FREE SPEECH, AND MEETING
DECORUM**

STATEMENT OF PRINCIPLE

As a City Commissioner, I affirm that public comment is a fundamental component of transparent and accountable government. This policy is intended to clearly define the rights of citizens to speak, the protections afforded to that speech, and the limits of authority of the presiding officer in maintaining order during meetings.

1. RIGHT TO SPEAK

Members of the public shall be permitted to address the City Commission on:

Any posted agenda item; and

Matters of public concern, including non-agenda items.

Public comment is recognized as a **limited public forum**, and all speakers shall be afforded equal access without regard to viewpoint.

2. PROTECTED SPEECH

The following are protected forms of speech and shall not be restricted based on content:

Criticism of the Mayor, City Commission, or City staff;

Allegations of misconduct or dissatisfaction with government actions;

Emotional, passionate, or harsh criticism;

The use of profanity or offensive language, provided it does not rise to the level of actual disruption.

Speech shall not be limited solely because it is considered rude, offensive, or disagreeable.

3. WHAT MAY BE REGULATED

The City may enforce reasonable, content-neutral rules necessary to maintain order, including:

Time limits for speakers;

Requiring speakers to be recognized before speaking;

Prohibiting interruptions, yelling, or speaking out of turn; a speaker may only be interrupted or removed if their conduct **materially disrupts** the meeting. SECTION 4.
PROTECTED SPEECH

The following shall be considered protected speech and shall not, standing alone, constitute a violation of decorum:

Criticism, complaint, or accusation directed at City officials or staff;

Harsh, emotional, or offensive language;

Use of profanity, including strong or vulgar language, that does not materially disrupt the meeting.

Speech shall not be curtailed solely because it is offensive, disagreeable, or embarrassing to the City or its officials.

4. WHAT IS NOT PERMITTED

The following conduct is not protected and may result in removal after warning:

Actual disruption that prevents the meeting from continuing;

True threats or intimidation;

Repeated refusal to yield the floor after expiration of time;

Physical interference with the proceedings.

5. DECORUM OF THE PRESIDING OFFICER (MAYOR)

In a strong mayor form of government, the authority of the presiding officer carries an obligation of neutrality and restraint.

The Mayor shall:

Conduct meetings in a fair, impartial, and consistent manner;

Apply all rules equally to all speakers;

Protect the constitutional rights of individuals addressing the Commission.

The Mayor shall not:

Interrupt or silence a speaker based on disagreement with their viewpoint;

Prohibit criticism of city officials or staff;

Selectively enforce decorum rules;

Remove a speaker solely for the use of profanity absent actual disruption.

6. WARNING REQUIREMENT

Prior to removal, a speaker shall be:

Clearly advised of the specific conduct that is out of order; and

Given an opportunity to correct that conduct.

Removal shall be a last resort and shall not be based on the content of speech.

A speaker may only be ruled out of order if their conduct **materially disrupts** the meeting.

(b) **“Material disruption” means conduct that:**

Prevents the Commission from continuing its business; or

Substantially interferes with the rights of others to observe or participate.

“Material disruption” means conduct that:

Prevents the Commission from continuing its business; or

Substantially interferes with the rights of others to observe or participate.

7. NON-AGENDA COMMENTS

The Commission shall not deliberate or take action on non-agenda items. However, members may:

Provide factual information;

Direct staff to review the matter;

Request placement of the item on a future agenda.

8. EQUAL APPLICATION

All rules governing public comment shall be applied:

- Uniformly;

Without favoritism;

Without regard to viewpoint or identity of the speaker.

9. INTENT

This policy is intended to:

Protect the rights of the public to freely address their government;

Ensure meetings are conducted in an orderly manner;

Prevent misuse of authority by the presiding officer;

Provide clear guidance to all participants.

Submitted by:

A handwritten signature in black ink that reads "Brian T. Goetschius". The signature is written in a cursive style with a large, looping 'G' and a long, sweeping tail.

Brian T. Goetschius
City Commissioner At-Large

Date: 6/1/26

**CITY OF TEXAS CITY, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COMMISSION OF TEXAS CITY, TEXAS, ESTABLISHING RULES GOVERNING PUBLIC COMMENT, FREE SPEECH, AND MEETING DECORUM CONSISTENT WITH THE TEXAS CITY CHARTER AND STATE LAW; DEFINING THE AUTHORITY AND LIMITATIONS OF THE MAYOR AS PRESIDING OFFICER; AND PROVIDING FOR ORDERLY AND CONSTITUTIONAL CONDUCT OF MEETINGS.

WHEREAS, the City of Texas City is a home-rule municipality operating under its duly adopted Charter; and

WHEREAS, the Charter provides that the Mayor shall preside at meetings of the City Commission, but remains a member of the governing body and is subject to its rules; and

WHEREAS, the City Commission retains the authority to establish rules of procedure governing its meetings; and

WHEREAS, all meetings are subject to the Texas Open Meetings Act (Texas Government Code Chapter 551); and

WHEREAS, the First Amendment to the United States Constitution protects the right of individuals to speak freely on matters of public concern;

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

SECTION 1. AUTHORITY OF THE CITY COMMISSION

(a) The City Commission, as the governing body of the City, hereby establishes these rules pursuant to its authority under the City Charter to govern its proceedings.

(b) These rules shall control the conduct of all public comment periods and shall be binding on the Mayor in his or her role as presiding officer.

SECTION 2. ROLE OF THE MAYOR AS PRESIDING OFFICER

(a) The Mayor shall preside over meetings for the purpose of maintaining order and facilitating the transaction of business.

(b) The Mayor's authority is **procedural in nature** and shall be exercised in accordance with:

- The City Charter;
- State law; and
- Rules adopted by the City Commission.

(c) The Mayor shall not exercise authority in a manner that:

- Conflicts with this Resolution;
- Restricts constitutionally protected speech; or
- Is applied in a selective or discriminatory manner.

SECTION 3. PUBLIC COMMENT AS A LIMITED PUBLIC FORUM

(a) When recognized, public comment constitutes a limited public forum.

(b) The City shall not regulate speech based on viewpoint, including criticism of:

- The Mayor;
- Members of the City Commission;
- City employees or departments;
- Policies, actions, or decisions of the City.

SECTION 4. PROTECTED SPEECH

(a) The following shall be considered protected speech and shall not, standing alone, constitute a violation of decorum:

- Criticism, complaint, or accusation directed at City officials or staff;
- Harsh, emotional, or offensive language;
- Use of profanity, including strong or vulgar language, that does not materially disrupt the meeting.

(b) Speech shall not be curtailed solely because it is offensive, disagreeable, or embarrassing to the City or its officials.

SECTION 5. REGULATION OF CONDUCT (CONTENT-NEUTRAL)

The presiding officer may enforce reasonable, content-neutral rules, including:

- Time limits;
- Speaker recognition procedures;
- Prohibition on speaking out of turn;
- Maintenance of order.

SECTION 6. DISRUPTION STANDARD (REQUIRED FOR ENFORCEMENT)

(a) A speaker may only be ruled out of order if their conduct **materially disrupts** the meeting.

(b) **“Material disruption” means conduct that:**

- **Prevents the Commission from continuing its business; or**
- **Substantially interferes with the rights of others to observe or participate.**

(c) Offensiveness alone shall not constitute disruption.

SECTION 7. LIMITATIONS ON REMOVAL OF SPEAKERS

(a) A speaker shall not be removed based on:

- Viewpoint;
- Criticism of officials or staff;
- Use of profanity, absent disruption.

(b) Prior to removal, the presiding officer must:

1. Issue a clear warning identifying the specific disruptive conduct; and
2. Provide the speaker an opportunity to comply.

(c) Removal shall be a last resort and must be based on conduct, not content.

SECTION 8. NON-AGENDA ITEMS

(a) Public comment on non-agenda items shall be permitted.

(b) In compliance with state law, the Commission shall not deliberate or take action on such items but may:

- Provide factual information;
- Direct staff;
- Request future agenda placement.

SECTION 9. UNIFORM APPLICATION

These rules shall be applied:

- Equally to all speakers;
- Without favoritism or discrimination;
- Without regard to identity or viewpoint.

SECTION 10. CONFLICT WITH PRIOR PRACTICES

Any prior informal practices, customs, or unwritten rules inconsistent with this Resolution are hereby superseded.

SECTION 11. SEVERABILITY

If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions.

PASSED AND APPROVED this ____ day of _____, 2026.

ATTEST: _____

APPROVED: _____

Mayor

SUBMITTED BY:

Brian T. Goetschius

City Commissioner At-Large

A handwritten signature in cursive script, reading "Brian T. Goetschius", written over the printed name.

ORDINANCE NO. 2025-14

AN ORDINANCE ESTABLISHING THE COMMISSION RULES OF PROCEDURE/ORDER OF BUSINESS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, in accordance with the Texas City Charter, Article III, titled PROCEDURES OF THE COMMISSION; Legislation, Sec. 1., Meeting of the Commission, the Commission shall, by Ordinance, determine its own rules of procedure.

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

Section 1: ORGANIZATION

The governing body of the City shall consist of the Mayor and six (6) Commissioners.

The Mayor is elected in the City at large, and four (4) Commissioners of the Commission are elected by District. District 1, District 2, District 3 and District 4. The other remaining two (2) Commissioners are elected At-Large.

The Mayor shall be the presiding officer for all Commission meetings and pursuant the City's Charter, may vote on all matters of the City. These Commission Rules of Procedure and Order of Business serve as guidelines for the organization and conduct of the Commission to ensure that the City is governed in an orderly and consistent manner.

Section 2: REGULAR MEETINGS

The Commission shall schedule no less than two regular meetings per month in accordance with the City Charter. Regular meetings shall be held at dates and times adopted by City Commission Resolution and shall generally be on the first (1st) and third (3rd) Wednesday of each month at 5:00 P.M. unless designated otherwise, meetings of the Commission shall take place in the Commission Chambers of City Hall, and the public is invited to attend the meetings. If the Commission meets at a place or time other than its regular meeting place, then public notice to such effect shall be posted in accordance with the Texas Open Meetings Act.

Section 3: SPECIAL MEETINGS

The Charter allows Special Meetings to be called by a majority of the Commission. The procedure to present such a call is as follows:

1. The call shall be presented as separate written requests from at least four (4) Commissioners filed with the City Secretary.

2. As required by the Charter, the written requests shall state the subjects to be considered at the Special Meeting. Each subject to be considered must be requested by at least four (4) Commissioners.
3. The Mayor is not precluded from placing additional items on the Agenda for a Special Meeting.
4. Special meetings shall be set for regular business days to commence no later than 6:00pm.
5. Special meeting requests must be fully submitted by noon at least one calendar week prior to the date stated for the meeting.
6. Agendas for the Special Meeting must be prepared and posted by the City Secretary in accordance with the Texas Open Meetings Act and all applicable policies or procedures of the regularly scheduled meetings of the Commission.

Section 4: JOINT MEETINGS/WORKSHOPS

The Commission may, for specific reasons to be stated in the notice posted for the meetings hold Joint Meetings or joint workshops with various Boards, Commissions, and/or various governmental entities that share a community interest with the City. Such meetings shall be scheduled for a specific purpose or goal, agreed to by the City and the other board or entity prior to the meeting and posted in accordance with the Texas Open Meetings Act.

Section 5: EXECUTIVE SESSIONS

Pursuant to the Texas Open Meetings Act, the Commission may conduct closed meetings that are not open to the public when the following matters are considered:

- A. Consultation with an attorney regarding pending or contemplated litigation; a settlement offers; or to receive advice on legal matters not associated with litigation.
- B. Deliberations associated with the sale, purchase or exchange of real property.
- C. Personnel matters.
- D. Deliberations regarding security matters.
- E. Deliberations regarding economic development negotiations.

The purpose of an executive session shall be stated in the motion to call the closed session. Any action taken on a matter discussed in executive session shall occur in an open meeting following the deliberation in closed session.

Section 6: AGENDA

An agenda is a document that informs the public about the specific topics to be discussed and acted upon during a meeting which shall include a resolution or ordinance.

The City Secretary, with consultation and approval of the Mayor, shall prepare an agenda for business to be considered at each Regular Commission Meeting. It shall be the practice of the City to include on any Regular Commission Meeting agendas, all items that are deemed appropriate by the Mayor.

Two (2) Commissioners may submit proposed items for inclusion on the meeting agenda. In accordance with the Mayor's role as the City's chief executive officer, all proposed items shall be subject to mayoral review and approval to ensure consistency with operational priorities, legal compliance, and effective coordination of municipal affairs. The request shall be in writing separately by two (2) Commissioners and shall be filed with the City Secretary no later than Noon on the Monday before the week of the regular meeting at which it is requested for consideration. Agenda items requested by the Commissioners shall be placed in the Regular Agenda Items section of the agenda. If the filing is later than noon on the Monday before the week of the regular meeting, the item shall be placed on the next regular meeting agenda or a later date.

The Agenda for the City Commission Regular Meetings shall be developed by the City Secretary and published by the City Secretary in the manner generally prescribed as follows:

1. Roll Call
2. Invocation
3. Pledge of Allegiance
4. Proclamations and Presentations
5. Reports
6. Public Hearing if needed
7. Public Comments
8. Consent Agenda*
9. Regular Items
10. Executive Session if needed
11. Commissioners' Comments
12. Mayor's comments
13. Staff Updates
14. Adjournment

*Budgeted expenditures equal to, or less than, \$400,000.00 may be placed on the Consent Agenda

Section 7: PUBLIC COMMENT RULES

- A. All members of the audience addressing the Commission ("Speaker") shall direct their remarks to the Commission.

- B. No Speaker shall address the Commission unless recognized by the Mayor/Chair for that purpose.
- C. Remarks are to be limited to those pertaining to matters for action before the City Commission according to Texas Local Government Code (551.007).
- D. Profane, vulgar or abusive language or personal attacks will not be tolerated.
- E. No Speaker shall continue to address the Commission after being informed by the Mayor/Chair that the Speaker's time for addressing the Commission has expired.
- F. The Speaker shall be limited to 3 minutes to address the Commission. The Mayor/Chair has the authority to grant additional time, if requested by a Speaker, for just cause.
- G. Commissioners shall not respond to Speakers; however, the Mayor/Chair may respond to a matter of fact.
- H. Those wishing to speak must present official identification to designated staff for identification purposes and shall thoroughly fill out the Request to Address the Commission Form (answering all questions) and identify which item(s) they wish to speak on from the agenda.

Section 8: QUORUM

Unless otherwise provided by law, four (4) qualified members of the Commission shall constitute a quorum for conducting business, provided at least one of the members present is the Mayor or Mayor Pro Tem.

Section 9: VOTING

- A. The vote on all ordinances and resolutions shall be taken by the Commission's verbal response and entered into the City's official record to reflect each Commissioner's vote. When voting on the adoption of the Tax Rate and/or Budget, the Commission must take a Record Vote.
- B. It is the duty of each Commissioner who has an opinion on an item presented for consideration to express it by a vote to approve or deny the item. Any Commission Member may express related opinions during the discussion portion before the vote is taken. A Commission Member may abstain from voting in accordance with City Charter guidelines (Article III, Section 5).

Section 10: DEBATE AND DECORUM

Robert's Rules of Order Newly Revised shall, to the extent feasible, govern the proceedings of the Commission. The City Attorney shall act as Parliamentarian for Commission meetings.

Section 11: ETHICAL STANDARDS It is the official policy of the City that:

- A. City officials shall be independent, impartial, and responsible to the citizens of the City;
- B. City officials shall not have a financial interest, and shall not engage in any business, transaction, or professional activity, or incur any obligation that conflicts with the proper discharge of their duties for the city in the public interest;
- C. The principles of personal conduct and ethical behavior that should guide the behavior of City officials include: (1) A commitment to public welfare; (2) Respect for the value and dignity of all individuals; (3) Accountability to the citizens of the City; (4) Truthfulness; and (5) Fairness.
- D. Under such principles of conduct and ethical behavior, City officials should: (1) Conduct business with integrity and in a manner that merits the trust and support of the public; (2) Be responsible stewards of the taxpayers' resources; and (3) Take no official actions that would result in personal benefit in conflict with the best interests of the city.
- E. To implement the purpose and principles described herein, the Commission will adopt a policy of ethical conduct to govern City officials by City Ordinance. It is the purpose and intent of City Commission to ensure a fair opportunity for the public to participate in government, to follow standards of disclosure and transparency in government, and to promote public trust in government (To be developed at a later date).

Section 12: COMMISSION REQUESTS FOR INFORMATION

Commissioners may direct questions to the appropriate department head. Routine requests for information or reports that can be completed within 15 minutes may be submitted to a member of the Executive Committee, who will respond at their earliest convenience. For non-routine requests or those requiring significant time or effort, the request should be directed to the Mayor.

**(Routine requests: information or new research that can be answered in under 15 minutes)*

Section 13: NEW COMMISSION MEMBER ORIENTATION

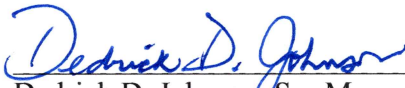
Each new Commission member shall, upon taking the oath of office, be provided with various forms of vital information which shall include, but not be limited to, the following:

- A. City Charter
- B. Comprehensive Plan
- C. Current Budget

- D. Comprehensive Annual Financial Report for the last Fiscal Year
- E. Commission Rules of Procedure
- F. Public Information Act and Open Meetings Act Training
- G. Conflicts of Interest Training

Each new member of Commission shall be offered an opportunity by the Mayor or his/her designee, to tour various City facilities (i.e., City Hall, Police/Fire stations, Park facilities, Public works facilities, etc.).

PASSED AND ADOPTED this 16th day of July 2025.


Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:


Rhomari D. Leigh
City Secretary

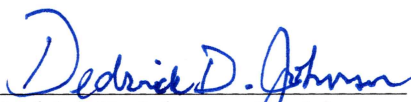
PASSED AND ADOPTED this 6th day of August 2025.


Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

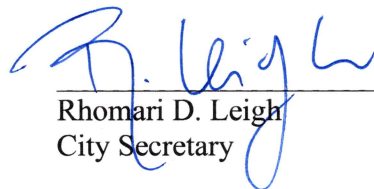
ATTEST:


Rhomari D. Leigh
City Secretary

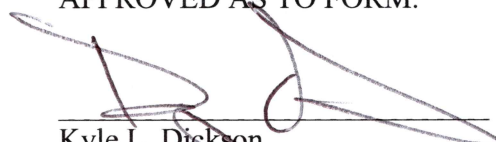
PASSED AND ADOPTED this 20th day of August 2025.


Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:


Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:


Kyle L. Dickson
City Attorney

ORDINANCE NO. 2026-20

AN ORDINANCE ESTABLISHING THE COMMISSION RULES OF PROCEDURE/ORDER OF BUSINESS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, in accordance with the Texas City Charter, Article III, titled PROCEDURES OF THE COMMISSION; Legislation, Sec. 1., Meeting of the Commission, the Commission shall, by Ordinance, determine its own rules of procedure.

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

Section 1: ORGANIZATION

The governing body of the City shall consist of the Mayor and six (6) Commissioners.

The Mayor is elected in the City at large, and four (4) Commissioners of the Commission are elected by District. District 1, District 2, District 3 and District 4. The other remaining two (2) Commissioners are elected At-Large.

The Mayor shall be the presiding officer for all Commission meetings and pursuant the City's Charter, may vote on all matters of the City. These Commission Rules of Procedure and Order of Business serve as guidelines for the organization and conduct of the Commission to ensure that the City is governed in an orderly and consistent manner.

Section 2: REGULAR MEETINGS

The Commission shall schedule no less than two regular meetings per month in accordance with the City Charter. Regular meetings shall be held at dates and times adopted by City Commission Resolution and shall generally be on the first (1st) and third (3rd) Wednesday of each month at 5:00 P.M. unless designated otherwise, meetings of the Commission shall take place in the Commission Chambers of City Hall, and the public is invited to attend the meetings. If the Commission meets at a place or time other than its regular meeting place, then public notice to such effect shall be posted in accordance with the Texas Open Meetings Act.

Section 3: SPECIAL MEETINGS

The Charter allows Special Meetings to be called by a majority of the Commission. The procedure to present such a call is as follows:

1. The call shall be presented as separate written requests from at least four (4) Commissioners filed with the City Secretary.

2. As required by the Charter, the written requests shall state the subjects to be considered at the Special Meeting. Each subject to be considered must be requested by at least four (4) Commissioners.
3. The Mayor is not precluded from placing additional items on the Agenda for a Special Meeting.
4. Special meetings shall be set for regular business days to commence no later than 6:00pm.
5. Special meeting requests must be fully submitted by noon at least one calendar week prior to the date stated for the meeting.
6. Agendas for the Special Meeting must be prepared and posted by the City Secretary in accordance with the Texas Open Meetings Act and all applicable policies or procedures of the regularly scheduled meetings of the Commission.

Section 4: JOINT MEETINGS/WORKSHOPS

The Commission may, for specific reasons to be stated in the notice posted for the meetings hold Joint Meetings or joint workshops with various Boards, Commissions, and/or various governmental entities that share a community interest with the City. Such meetings shall be scheduled for a specific purpose or goal, agreed to by the City and the other board or entity prior to the meeting and posted in accordance with the Texas Open Meetings Act.

Section 5: EXECUTIVE SESSIONS

Pursuant to the Texas Open Meetings Act, the Commission may conduct closed meetings that are not open to the public when the following matters are considered:

- A. Consultation with an attorney regarding pending or contemplated litigation; a settlement offers; or to receive advice on legal matters not associated with litigation.
- B. Deliberations associated with the sale, purchase or exchange of real property.
- C. Personnel matters.
- D. Deliberations regarding security matters.
- E. Deliberations regarding economic development negotiations.

The purpose of an executive session shall be stated in the motion to call the closed session. Any action taken on a matter discussed in executive session shall occur in an open meeting following the deliberation in closed session.

Section 6: AGENDA

An agenda is a document that informs the public about the specific topics to be discussed and acted upon during a meeting which shall include a resolution or ordinance.

The City Secretary, with consultation and approval of the Mayor, shall prepare an agenda for business to be considered at each Regular Commission Meeting. It shall be the practice of the City to include on any Regular Commission Meeting agendas, all items that are deemed appropriate by the Mayor.

Two (2) Commissioners may submit proposed items for inclusion on the meeting agenda. In accordance with the Mayor's role as the City's chief executive officer, all proposed items shall be subject to mayoral review and approval to ensure consistency with operational priorities, legal compliance, and effective coordination of municipal affairs. The request shall be in writing separately by two (2) Commissioners and shall be filed with the City Secretary no later than Noon on the Monday before the week of the regular meeting at which it is requested for consideration. Agenda items requested by the Commissioners shall be placed in the Regular Agenda Items section of the agenda. If the filing is later than noon on the Monday before the week of the regular meeting, the item shall be placed on the next regular meeting agenda or a later date.

The Agenda for the City Commission Regular Meetings shall be developed by the City Secretary and published by the City Secretary in the manner generally prescribed as follows:

1. Roll Call
2. Invocation
3. Pledge of Allegiance
4. Proclamations and Presentations
5. Reports
6. Public Hearing if needed
7. Public Comments
8. Consent Agenda*
9. Regular Items
10. Executive Session if needed
11. Commissioners' Comments
12. Mayor's comments
13. Staff Updates
14. Adjournment

*Budgeted expenditures equal to, or less than, \$400,000.00 may be placed on the Consent Agenda

Section 7: PUBLIC COMMENT RULES

- A. All members of the audience addressing the Commission ("Speaker") shall direct their remarks to the Commission.

- B. No Speaker shall address the Commission unless recognized by the Mayor/Chair for that purpose.
- ~~C. Remarks are to be limited to those pertaining to matters for action before the City Commission according to Texas Local Government Code (551.007).~~
- D. Profane, vulgar, or abusive language or personal attacks will not be tolerated.
- E. No Speaker shall continue to address the Commission after being informed by the Mayor/Chair that the Speaker's time for addressing the Commission has expired.
- F. The Speaker shall be limited to 3 minutes to address the Commission. The Mayor/Chair has the authority to grant additional time, if requested by a Speaker, for just cause.
- G. Commissioners shall not respond to Speakers; however, the Mayor/Chair may respond to a matter of fact.
- ~~H. Those wishing to speak must present official identification to designated staff for identification purposes and shall thoroughly fill out the Request to Address the Commission Form (answering all questions) and identify which item(s) they wish to speak on from the agenda.~~

Section 8: QUORUM

Unless otherwise provided by law, four (4) qualified members of the Commission shall constitute a quorum for conducting business, provided at least one of the members present is the Mayor or Mayor Pro Tem.

Section 9: VOTING

- A. The vote on all ordinances and resolutions shall be taken by the Commission's verbal response and entered into the City's official record to reflect each Commissioner's vote. When voting on the adoption of the Tax Rate and/or Budget, the Commission must take a Record Vote.
- B. It is the duty of each Commissioner who has an opinion on an item presented for consideration to express it by a vote to approve or deny the item. Any Commission Member may express related opinions during the discussion portion before the vote is taken. A Commission Member may abstain from voting in accordance with City Charter guidelines (Article III, Section 5).

Section 10: DEBATE AND DECORUM

Robert's Rules of Order Newly Revised shall, to the extent feasible, govern the proceedings of the Commission. The City Attorney shall act as Parliamentarian for Commission meetings.

Section 11: ETHICAL STANDARDS It is the official policy of the City that:

- A. City officials shall be independent, impartial, and responsible to the citizens of the City;
- B. City officials shall not have a financial interest, and shall not engage in any business, transaction, or professional activity, or incur any obligation that conflicts with the proper discharge of their duties for the city in the public interest;
- C. The principles of personal conduct and ethical behavior that should guide the behavior of City officials include: (1) A commitment to public welfare; (2) Respect for the value and dignity of all individuals; (3) Accountability to the citizens of the City; (4) Truthfulness; and (5) Fairness.
- D. Under such principles of conduct and ethical behavior, City officials should: (1) Conduct business with integrity and in a manner that merits the trust and support of the public; (2) Be responsible stewards of the taxpayers' resources; and (3) Take no official actions that would result in personal benefit in conflict with the best interests of the city.
- E. To implement the purpose and principles described herein, the Commission will adopt a policy of ethical conduct to govern City officials by City Ordinance. It is the purpose and intent of City Commission to ensure a fair opportunity for the public to participate in government, to follow standards of disclosure and transparency in government, and to promote public trust in government (To be developed at a later date).

Section 12: COMMISSION REQUESTS FOR INFORMATION

Commissioners may direct questions to the appropriate department head. Routine requests for information or reports that can be completed within 15 minutes may be submitted to a member of the Executive Committee, who will respond at their earliest convenience. For non-routine requests or those requiring significant time or effort, the request should be directed to the Mayor.

**(Routine requests: information or new research that can be answered in under 15 minutes)*

Section 13: NEW COMMISSION MEMBER ORIENTATION

Each new Commission member shall, upon taking the oath of office, be provided with various forms of vital information which shall include, but not be limited to, the following:

- A. City Charter
- B. Comprehensive Plan

- C. Current Budget
- D. Comprehensive Annual Financial Report for the last Fiscal Year
- E. Commission Rules of Procedure
- F. Public Information Act and Open Meetings Act Training
- G. Conflicts of Interest Training

Each new member of Commission shall be offered an opportunity by the Mayor or his/her designee, to tour various City facilities (i.e., City Hall, Police/Fire stations, Park facilities, Public works facilities, etc.).

PASSED AND ADOPTED this _____ day of July 2025.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED AND ADOPTED this 6th day of August 2025.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED AND ADOPTED this 20th day of August 2025.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

RICK HELTON
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT MCCAULLEY
Councilperson At Large B
CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2



MANDI WILLIA
Councilperson Distri
BILL BENTI
Councilperson Distri
ROBERT GUEF
Councilperson Distri
JAY MAR
Councilperson Distri
ROBBIE MCLAR
Councilperson Distri

CITY COUNCIL MEETING AGENDA

Monday, January 13, 2025 at 6:00 p.m.

Notice is hereby given of a regular meeting of the La Porte City Council to be held on January 13, 2025, at 6:00 p.m., in the City Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available. Attend via a screen using the link.

<https://us02web.zoom.us/j/86827915980?pwd=W3mYa5ktH9FVrisi6yeNKv0cN8GaOT.1>

Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 868 2791 5980 and the passcode is 145833.

1. Call to Order

The Mayor will determine that a quorum of Councilpersons is present and open the business meeting.

2. Invocation and Pledges of Allegiance

INVOCATION - The invocation will be given by Reverend Kevin Gilmore of First United Methodist Church.

PLEDGES - Will be led by Mallorie Blagg.

U.S. Flag

Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one and indivisible.

3. Citizen Comments

State law provides that members of the public may speak before the Council considers an item of business. Complete a sign up sheet before speaking. (Generally limited to five minutes per person; the time may be reduced if there is a high number of speakers or for other considerations.) Members of the Council may ask questions or make statements of fact in response to comments but are not obligated to respond and will not participate in debate or take action during this portion of the agenda. Items may be requested for future agendas in accordance with the adopted Rules of Procedure.

4. Consent Agenda

Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.

4.a Approve the minutes of the December 9, 2024, regular City Council meeting. [Lee Woodward, City Secretary]



4.b SETH - Piedmont Apartments, Baytown



Authorize the Mayor to sign General and No Litigation Certificate for benefit of Texas Attorney General in connection with issuance of tax-exempt bonds by Southeast Texas Housing Finance Corporation (SETH) for the Piedmont Apartments project in Baytown, Texas. [Matt Daeumer, Assistant City Manager]

4.c 5 Points Plaza Fountain



Approval of the purchase and installation of spray features at 5 Points Plaza from Kraftsman, through BuyBoard contract # 679-22 in the amount of \$343,440.73, and a contingency amount of \$17,172.00, for a total authorization of \$360,612.73. [Tim Miller, Director of Parks and Recreation]

4.d Purchase of New Bunker Gear



Authorize the purchase of twenty-eight (28) sets of firefighter bunker gear in the amount of \$103,152.00 from Metro Fire Apparatus Specialist, Inc., utilizing Buy Board Contract 698-23. [Chris Pettis, Fire Chief]

4.e Approve interlocal agreement with Harris County Radio Services



Authorize the City Manager to execute an Interlocal Agreement (ILA) between the City of La Porte and Harris County, allowing the City of La Porte Fire, Public Works, and Parks and Recreation Departments to utilize the Harris County Public Communication System. [Chris Pettis, Fire Chief]

4.f Truck Route Amendment





**AGENDA
REGULAR MEETING
HITCHCOCK CITY COUNCIL
HITCHCOCK CITY HALL COUNCIL CHAMBER
8102 HIGHWAY 6, HITCHCOCK, TEXAS
Monday, December 16, 2024, 6:00 P.M.**

MEMBERS OF THE PUBLIC MAY JOIN IN PERSON OR ACCESS A LIVE FEED AT
CITYOFHITCHCOCK.ORG

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Citizen Comments:

PLEASE NOTE: Public comments and matters from the floor are 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 Council form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and also to silence all cell phones and electronic devices.

Speakers must address their comments to the presiding officer rather than to individual council members or staff. Speakers will be allowed a maximum of 3 minutes to speak. Speakers making personal, impertinent, profane, or slanderous remarks will be given a warning before losing the privilege to speak or may be removed from the room. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations/distractions will not be permitted. No placards, banners or signs will be permitted in the Chambers or any room where the Council is meeting. In accordance with the Texas State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda.

5. Public Hearings:

- a. Zone Change Request submitted by Sharon Priest to change the zone of the property from General Commercial (GC) to Single Family Residential (SFR) for the property in the 8400 Block of Center Street, Hitchcock Texas 77563 of Galveston County.
Legal Description: PID#502630 ABST 13 W H JACK SUR PT OF OUTLOT 9 (9-4) DARTS SUB.



Agenda
Council Regular Meeting
Council Chambers
4403 State Highway 3, Dickinson, TX
77539 Tuesday, December 10, 2024 at
6:00 PM

**The presiding member and a quorum of the City Council
will be present at the physical location shown above.**

1. CALL TO ORDER AND CERTIFICATION OF A QUORUM

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS AND PRESENTATIONS

Announcements concerning items of community interest. No action will be taken or discussed. Councilmember comments regarding items of community interest in accordance with Texas Government Code section 551.0415.

3.A Council Comments

3.B City Manager Update

3.C Fire Marshal Presentation

4. PUBLIC COMMENTS

Members of the public are invited to give comments at this time, lasting not longer than 3 minutes. Comments may be general in nature or may address a specific agenda item, and should be directed at the entire Council, not individual members of Council or staff. Any speaker making personal attacks or using vulgar or profane language shall forfeit his/her remaining time and shall be seated. In compliance with the Texas Open Meetings Act, The City Council may not deliberate.

5. CONSENT AGENDA

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

5.A Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on November 12, 2024

5.B Consideration and possible action to approve the Minutes from City Council's Special Meeting held on November 15, 2024

5.C Consideration and possible action to approve the Minutes from City Council's Special Meeting held on November 20, 2024

5.D **RESOLUTION XXX-2024** - Consideration and possible action to approve a

- *34.** Consideration of authorization for County Judge to sign required documents for the 2024 Edward Byrne Memorial Justice Assistance Grant award from the U.S. Department of Justice for contract defense attorney costs for the Veterans Treatment Court as submitted by Professional Services
- *** Consideration of approval of the following budget amendments submitted by Professional Services:
- *35.** 25-70-0117-B
Constable Precinct 3- Request transfer from General Fund - Budgeted Reserves to Constable Precinct #3 - Operating Supplies to fund the purchase of body armor
- *36.** 25-71-0117-C
Constable Precinct 2- Request transfer from General Fund - Budgeted Reserves to Constable Precinct #2 - Operating Supplies to fund the purchase of body armor vests
- *37.** 25-72-0117-D
Facilities- Request transfer from General Fund - Budgeted Reserves to Facilities Services - Salary and Various Benefits to fund personnel adjustment
- *38.** 25-73-0117-E
Information Technology- Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Information Technology - Uniforms and In-House Meetings and Food to fund previous expenses from Workday in-house meeting
- *39.** 25-74-0117-F
Sheriff's Office - Request transfer from Sheriff's - Corrections Division and General Fund - Budgeted Reserves to Sheriff - Corrections Division - Salary and Benefits to fund personnel reclassification
- *40.** 25-75-0117-G
Constable Precinct 4- Request transfer from General Fund - Budgeted Reserves to Constable Precinct #4 - Operating Supplies to fund the purchase of body armor vests
- *41.** 25-76-0117-H
Professional Services- Request transfer from within County Capital Projects Fund from Law Enforcement Records Management System - Software to Radios - General Government - Equipment to reclassify previous expenses

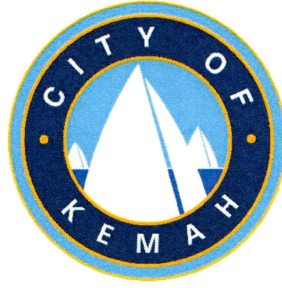
Adjourn

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

City of Kemah

**City Council &
Kemah Public Facilities
Corporation**



**Council Chambers
Kemah City Hall
1401 State Hwy 146
Kemah, Texas**

**REGULAR MEETING
AGENDA**

**January 15, 2025
6:00 PM**

Robin Collins – Mayor

Teresa Vazquez-Evans	Darren Broadus	Doug Meisinger	Justin Staton	Isaac Saldaña
Council Position 1	Council Position 2	Council Position 3	Council Position 4	Council Position 5

1. **Call to Order and Certification of a Quorum**
2. **Pledges**
3. **Moment Of Silence**
4. **Invitation to Address Council**

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. **Comments should be directed at the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers.** Your comments are limited to three (3) minutes. Adopted Resolution 2023-04-HB2840.)

AGENDA

Call to Order:

REGULAR MEETING

of the Tiki Island City Council on Tuesday October 15, 2024 at 6:00 p.m. in the Public Safety Building

Roll Call: Teltschick, Neblett, Hailey, Cunningham, Scott, Walker

1. Pledge of Allegiance
2. Citizens Comments on Agenda Items Only. (Must be signed-in on sign-up sheet, limited to 2 minutes).
3. Consent Agenda: All items marked with a single (*) on the consent agenda are considered routine by the City Council and will be acted on in one motion. There will be no separate discussion of these items unless a council member requests it.
 - a. *Approval of the minutes of the September 17, 2024 Regular Meeting, and the September 30, 2024 Special Called Meeting.
 - b. *Investment Officer's Report for September 2024.

MAYOR & ALDERMEN REPORTS:

Reports are limited to items of "community interest" as defined by Texas Local Government Code Sec. 551.0415. No action will be taken.

4. Mayor's Report:
5. Alderman's Report:
 - A. Neblett
 - B. Cunningham
 - C. Hailey
 - D. Scott
 - E. Walker
6. Reports and Presentations:
 - A. Fire Department-In packet
 - B. Police Report
 - C. Building Inspectors Report
 - D. Emergency Management Report
 - E. Animal Control Report-In packet
7. General Business and Action Items:
 - A. Discuss and take possible action on LED speed radar signage.

CITY COMMISSION REGULAR MTG**(9) (f)****Meeting Date:** 07/01/2026

Amend fiscal year 2025-2026 budget

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

Information**ACTION REQUEST**

Consider approval of a request to amend the City of Texas City's fiscal year 2025-2026 budget pertaining to Texas City Economic Development Corporation (TCEDC) demolition account.

BACKGROUND (Brief Summary)

from Kristin Edwards- Economic Development Director:

The Texas City Economic Development Corporation (TCEDC) budgets annually for commercial demolitions.

Recently, staff was made aware of the potential to purchase a piece of property near the 6th Street Revitalization District. In the event that purchase is made, a sub-standard structure on the property will need to be demolished following asbestos abatement.

To ensure the line item for Demolition – 801-050-53110 – has sufficient funds to complete this potential project, staff is requesting a budget transfer from undesignated fund balance (801-000-39000) in the amount of \$200,000.

In the event that this project moves forward, staff will bring an additional item to the EDC with more information including bid documentation.

A budget amendment is required as funds would be transferred from undesignated fund balance into the FY26 operating budget.

RECOMMENDATION

Recommend approval of budget amendment.

Fiscal Impact**Funds Available Y/N:** Y**Amount Requested:** \$200,000.00**Source of Funds:** TCEDC Fund Balance**Account #:** 801-000-39000**Fiscal Impact:**

TCEDC (801) Corporations (050):

Demolition (801-050-53110) \$200,000

Fund 801 – Undesignated Fund Balance (801-000-39000) (\$200,000)

Attachments

ORDINANCE NO. 2026-21

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO TRANSFER FUNDS TO THE UNDESIGNATED FUND BALANCE FROM TCEDC DEMOLITION FUND; DIRECTING THE INTERIM FINANCIAL DIRECTOR TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2025-2026; and

WHEREAS, a budget amendment is needed to address the Demolition Fund Balance line item in the amount of \$200,000.00, to facilitate the potential purchase of a property; and

WHEREAS, in the event the purchase is made, a substandard structure on the property will need to be demolished following asbestos abatement.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2025 - 2026 of the City of Texas City, Texas, is hereby amended as follows:

TCEDC: Demolition (801-050-53110)	\$200,000.00
Undesignated Fund Balance (801-000-39000)	(\$200,000.00)

SECTION 3: That the Interim Financial Director shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of July 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**(9) (g)****Meeting Date:** 07/01/2026

Amend fiscal year 2025-2026 budget

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

Information**ACTION REQUEST**

Consider approval of a request to amend the City of Texas City's fiscal year 2025-2026 budget pertaining to Texas City Economic Development Corporation (TCEDC) sales tax reimbursement agreements.

BACKGROUND (Brief Summary)

from Kristin Edwards-Economic Development Director:

The Texas City Economic Development Corporation (TCEDC) participates in Chapter 380 sales tax reimbursement agreements. As written in the agreements, participants receive a 50% reimbursement of the sales tax they generate during the term, up to a designated amount.

The reimbursement amounts are pulled 50% from the General Fund and 50% from Economic Development, Fund 801. TCEDC is requesting a budget transfer in the amount of \$487,500 from undesignated fund balance (801-000-39000) to our FY26 operating budget, Sales Tax Rebate line 801-050-59043.

This practice will allow funds for the purpose of making Chapter 380 reimbursements in partnership with the Finance Department more streamlined. The amount was determined by analyzing prior-year payments and forecasting what would be needed for the remainder of the fiscal year.

A budget amendment is required as funds would be transferred from the undesignated fund balance into the FY26 operating budget.

RECOMMENDATION

Recommend approval of budget amendment.

Fiscal Impact**Funds Available Y/N:** Y**Amount Requested:** \$487,500.00**Source of Funds:** TCEDC Fund Balance**Account #:** 801-000-39000**Fiscal Impact:**

TCEDC (801) Corporations (050):

Sales Tax Rebate (801-050-59043) \$487,500

Fund 801 – Undesignated Fund Balance (801-000-39000) (\$487,500)

Attachments

Ordinance

ORDINANCE NO. 2026-22

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO TRANSFER FUNDS FROM THE UNDESIGNATED FUND BALANCE TO THE TCEDC SALES TAX REBATE FUND; DIRECTING THE INTERIM FINANCIAL DIRECTOR TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2025-2026; and

WHEREAS, a budget amendment is needed to address the Sales Tax Rebate Fund Balance line item in the amount of \$487,500.00, to facilitate the Chapter 380 sales tax reimbursement agreement; and

WHEREAS, the reimbursement amounts are pulled fifty percent (50%) from the General Fund and fifty percent (50%) from Economic Development Fund 801.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2025 - 2026 of the City of Texas City, Texas, is hereby amended as follows:

TCEDC: Sales Tax Rebate Fund	(801-050-59043)	\$487,500.00
Undesignated Fund Balance	(801-000-39000)	(\$487,500.00)

SECTION 3: That the Interim Financial Director shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of July 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**(9) (h)****Meeting Date:** 07/01/2026

Amend fiscal year 2025-2026 budget

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

Information**ACTION REQUEST**

Consider approval of a request to amend the City of Texas City's fiscal year 2025-2026 budget for multiple departments, multiple accounts.

BACKGROUND (Brief Summary)

The fiscal year 2025-2026 was adopted with many departments only being funded for 10 months. Therefore, there are now many budget line items in need of funding, either from significant transfers between line items or funding from the fund balances.

RECOMMENDATION

Recommend approval of budget amendment.

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

Multiple accounts with interfund transfers, interdepartment transfers, or funding from fund balances.

Attachments

attachment

FY25/26													
ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		INCREASE		DEPARTMENT
101100	53120	INSURANCE - FIRE & FLOOD	0	314,963	314,963	0.00	491,053.54	-176,091	155.90		176,500		
101100	51070	LIFE & DISABILITY	746	0	746	910.93	0.00	-165	122.10		300	176,800	Gen Gov't.
101101	53680	PROFESSIONAL FEES	598,637	-485,516	113,121	146,010.81	16,702.00	-49,592	143.80		60,000		
101101	51120	TERMINATION PAY	0	0	0	20,767.51	0.00	-20,768	100.00		22,000	82,000	Finance
101102	53680	PROFESSIONAL FEES	320,780	0	320,780	183,698.47	161,663.23	-24,582	107.70		27,000	27,000	Legal
101104	51070	LIFE & DISABILITY	654	0	654	755.43	0.00	-101	115.50		200	200	Planning
101105	52670	COPIER/PRINTERS	52,166	13,007	65,172	126,078.76	73,004.66	-133,911	305.50		135,000		
101105	53260	COMMUNICATIONS	714,180	19,479	733,659	621,647.46	376,065.82	-264,054	136.00		300,000		
101105	52200	SOFTWARE	1,143,161	130,315	1,273,476	1,266,284.44	69,772.45	-62,581	104.90		63,000		
101105	53692	WASTE REMOVAL	0	0	0	2,760.00	240.00	-3,000	100.00		3,000	501,000	IT
101106	51070	LIFE & DISABILITY	850	0	850	1,159.92	0.00	-310	136.50		2,000	2,000	HR
101107	51130	INCENTIVE PAY	1,148	0	1,148	2,118.05	0.00	-970	184.50		1,000		
101107	51090	MEDICARE TAX	1,148	0	1,148	1,496.77	0.00	-349	130.40		500		
101107	51110	GROUP HEALTH INSURANCE	17,223	0	17,223	17,986.18	0.00	-763	104.40		1,200		
101107	51030	OVERTIME PAY	0	0	0	4,317.29	0.00	-4,317	100.00		4,500	7,200	Comm.
101201	52240	GASOLINE & OIL	108,398	-3,563	104,835	150,869.20	4,847.24	-50,881	148.50		75,000		
101201	52244	AUTO & EQUIP PARTS	0	47,490	47,490	35,852.56	15,351.03	-3,713	107.80		19,000		
101201	52243	TIRES	0	28,000	28,000	25,146.06	2,853.94	0	100.00		8,500		
101201	53700	EQUIPMENT RENTAL	515,371	-477,341	38,031	26,590.71	11,440.00	0	100.00		60,000		
101201	52200	SOFTWARE	0	176,313	176,313	2,155.00	142,136.82	32,021	81.80		22,000	184,500	Police
101202	52240	GASOLINE & OIL	20,000	5,654	25,654	51,452.79	32,459.81	-58,259	327.10		60,000		
101202	53600	POSTAGE	4,299	0	4,299	7,835.47	0.00	-3,537	182.30		5,000		
101202	54220	MEDICAL FEES	123,968	0	123,968	34,108.00	91,552.00	-1,692	101.40		2,000		
101202	51070	LIFE & DISABILITY	14,126	0	14,126	14,329.70	0.00	-203	101.40		500		
101202	52243	TIRES	0	0	0	294.00	9,706.00	-10,000	100.00		10,000		
101202	52200	SOFTWARE	0	0	0	49,823.76	2,713.74	-52,538	100.00		53,000		
101202	53543	PLUMBING REPAIRS	0	0	0	9,079.14	820.86	-9,900	100.00		9,900		
101202	52665	LOCKS AND KEYS	0	0	0	358.80	3,141.20	-3,500	100.00		3,500	143,900	Fire
101203	53780	PUBLICATIONS & LEGAL	2,142	0	2,142	2,359.20	0.00	-218	110.20		500	500	Inspections
101205	51120	TERMINATION PAY	0	0	0	7,960.74	0.00	-7,961	100.00		8,500		
101205	51070	LIFE & DISABILITY	0	0	0	1,898.80	0.00	-1,899	100.00		2,000	10,500	Muni. Court
101212	51090	MEDICARE TAX	1,313	0	1,313	1,817.52	0.00	-505	138.50		2,000		
101212	51110	GROUP HEALTH INSURANCE	19,690	0	19,690	25,481.70	0.00	-5,791	129.40		6,000		
101212	51010	SALARIES	0	0	0	133,111.46	0.00	-133,111	100.00		140,000	148,000	NIS
101301	52265	LUMBER & FENCING MATERIALS	0	6,000	6,000	7,639.04	38,360.96	-40,000	766.70		41,000		
101301	53340	MAINTENANCE - EQUIP. & TIRES	410,794	-327,540	83,254	139,508.57	65,816.63	-122,071	246.60		125,000		
101301	51030	OVERTIME PAY	54,265	0	54,265	55,846.33	0.00	-1,581	102.90		2,000		
101301	51150	UPGRADE PAY	0	0	0	25,050.67	0.00	-25,051	100.00		27,500		
101301	52250	MOWER PARTS & SUPPLIES	0	0	0	1,430.70	20,171.77	-21,602	100.00		22,000		
101301	52240	GASOLINE & OIL	500,554	47,493	548,047	486,633.56	16,704.28	44,709	91.80		155,000	372,500	Public Wks
101303	52060	CLOTHING & UNIFORMS	3,125	0	3,125	2,871.96	1,034.29	-781	125.00		1,500		
101303	53540	MAINTENANCE - BUILDING	25,961	-24,199	1,763	2,161.04	-91.00	-307	117.40		500		
101303	52240	GASOLINE & OIL	103,607	-1,093	102,514	89,571.85	14,008.09	-1,066	101.00		1,200		

FY25/26													
ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		INCREASE		DEPARTMENT
101303	55010	LAND & BUILDING IMPROVEMENTS	0	0	0	35,123.00	0.00	-35,123	100.00		35,123	38,323	RW Pump
101304	53544	HVAC REPAIRS	0	31,731	31,731	70,295.30	3,318.00	-41,882	232.00		43,000		
101304	53203	GAS	18,706	0	18,706	19,661.20	3,025.90	-3,981	121.30		5,000		
101304	53540	MAINTENANCE - BUILDING	336,683	-110,470	226,213	151,291.77	92,614.58	-17,693	107.80		20,000		
101304	53202	ELECTRIC	1,768,743	172,336	1,941,078	1,612,174.95	372,131.77	-43,228	102.20		45,000		
101304	52780	MISC. MATERIALS & SUPPL	0	0	0	573.17	0.00	-573	100.00		600		
101304	53431	GENERATOR SRVS & REPAIRS	0	0	0	4,160.00	0.00	-4,160	100.00		4,200		
101304	52244	AUTO & EQUIP PARTS	0	0	0	801.21	2,198.79	-3,000	100.00		3,000	120,800	Facil. Mgmt.
101401	53340	MAINTENANCE - EQUIP. & TIRES	90,837	-75,816	15,021	9,086.70	16,511.81	-10,577	170.40		11,000		
101401	51150	UPGRADE PAY	0	0	0	986.71	0.00	-987	100.00		1,500		
101401	52481	SIGNAGE	0	0	0	1,199.27	2,070.46	-3,270	100.00		3,500		
101401	53070	REC & TOUR SECURITY	0	0	0	-15,653.82	0.00	15,654	100.00		16,000		
101401	52247	LIGHTING	0	0	0	4,127.92	2,372.08	-6,500	100.00		6,500		
101401	53201	JANITORIAL FEES	0	0	0	2,760.00	4,740.00	-7,500	100.00		7,500		
101401	53515	ELEVATOR REPAIRS	0	0	0	19,148.64	0.00	-19,149	100.00		19,500	65,500	Rec & Tour
101402	51130	INCENTIVE PAY	8,944	0	8,944	10,327.74	0.00	-1,384	115.50		1,500		
101402	51030	OVERTIME PAY	0	0	0	1,304.49	0.00	-1,304	100.00		1,400		
101402	51070	LIFE & DISABILITY	0	0	0	2,503.83	0.00	-2,504	100.00		2,750	5,650	Library
101403	53260	COMMUNICATIONS	0	12	12	1,243.88	2,256.12	-3,488	29,166.70		4,000		
101403	52060	CLOTHING & UNIFORMS	4,015	2,011	6,027	4,379.19	2,512.48	-865	114.40		1,000		
101403	51130	INCENTIVE PAY	1,218	0	1,218	1,333.46	0.00	-115	109.40		500		
101403	52255	LANDSCAPING SUPPLIES	0	0	0	1,517.43	1,482.57	-3,000	100.00		3,000	8,500	Golf
101501	51030	OVERTIME PAY	0	0	0	10,939.44	0.00	-10,939	100.00		12,000	12,000	Animal Ctrl.
								GENERAL FUND			1,906,873	1,906,873	
								FUNDING SOURCE: GENERAL FUND ACTUAL REVENUE INCREASES FROM BUDGET					
								AS OF 6/17/2026, CITY HAS RECEIVED \$4.4 MILLION MORE IN PROPERTY TAX REVENUE THAN WAS					
								ORIGINALLY BUDGETED.					
250402	53665	PRESERVATION/ARCHIVES	0	0	0	49,537.80	0.00	-49,538	100.00		49,538	49,538	Library
								LIBRARY GRANT FUND			49,538	49,538	
								FUNDING SOURCE: TEXAS STATE LIBRARY GRANT REVENUE					
253201	51030	OVERTIME PAY	16,943	0	16,943	35,204.40	0.00	-18,261	207.80		8,023	8,023	Police
								STEP GRANT FUND			8,023	8,023	
								FUNDING SOURCE: STEP GRANT REIMBURSEMENT					
279302	52780	MISC. MATERIALS & SUPPL	5,223	0	5,223	17,634.18	1,315.00	-13,726	362.80		15,000	15,000	Sanitation
								TC DIKE FUND			15,000	15,000	
								FUNDING SOURCE: TC DIKE FUND UNASSIGNED FUND BALANCE					

FY25/26													
ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		INCREASE		DEPARTMENT
501701	51070	LIFE & DISABILITY	1,500	0	1,500	2,053.94	0.00	-554	136.90		2,000		
501701	53600	POSTAGE	145,000	-35,000	110,000	90,590.42	44,244.07	-24,834	122.60		26,000		
501701	51090	MEDICARE TAX	6,132	0	6,132	6,951.76	0.00	-820	113.40		1,000	29,000	Water
501702	51030	OVERTIME PAY	30,000	0	30,000	47,485.92	0.00	-17,486	158.30		25,000		
501702	51070	LIFE & DISABILITY	1,500	0	1,500	2,088.75	0.00	-589	139.30		2,000		
501702	51090	MEDICARE TAX	5,598	0	5,598	7,058.43	0.00	-1,461	126.10		2,000		
501702	51110	GROUP HEALTH INSURANCE	83,965	0	83,965	97,156.59	0.00	-13,192	115.70		15,000		
501702	51040	LONGEVITY	1,200	0	1,200	1,340.29	0.00	-140	111.70		200		
501702	51080	RETIREMENT	0	0	0	95,505.28	0.00	-95,505	100.00		96,000	140,200	Sewer
501703	51030	OVERTIME PAY	52,000	0	52,000	80,325.72	0.00	-28,326	154.50		30,000		
501703	51090	MEDICARE TAX	8,631	0	8,631	9,805.72	0.00	-1,175	113.60		1,300		
501703	51040	LONGEVITY	0	0	0	2,926.85	0.00	-2,927	100.00		3,200		
501703	51070	LIFE & DISABILITY	0	0	0	2,689.28	0.00	-2,689	100.00		3,000		
501703	51130	INCENTIVE PAY	0	0	0	5,296.03	0.00	-5,296	100.00		6,000	43,500	WWTP
501705	51090	MEDICARE TAX	11,931	0	11,931	14,187.42	0.00	-2,256	118.90		3,000		
501705	51030	OVERTIME PAY	85,000	0	85,000	91,179.10	0.00	-6,179	107.30		6,500		
501705	51120	TERMINATION PAY	0	0	0	14,961.78	0.00	-14,962	100.00		16,000		
501705	51040	LONGEVITY	0	0	0	6,982.78	0.00	-6,983	100.00		8,000		
501705	51070	LIFE & DISABILITY	0	0	0	4,013.34	0.00	-4,013	100.00		4,500		
501705	53431	GENERATOR SRVS & REPAIRS	0	0	0	9,740.96	15,259.04	-25,000	100.00		25,000		
501705	53684	ENGINEERING FEES	0	0	0	12,106.00	0.00	-12,106	100.00		12,250	75,250	Wtr. Distr.
501706	53431	GENERATOR SRVS & REPAIRS	0	0	0	0.00	25,000.00	-25,000	100.00		25,000	25,000	Lift Stations
								UTILITIES FUND			312,950	312,950	
								FUNDING SOURCE: UTILITIES FUND UNASSIGNED BALANCE					
801000	52201	PC EQUIP LESS \$5000	0	0	0	1,087.49	0.00	-1,087	100.00		1,100		
801050	51070	LIFE & DISABILITY	751	0	751	1,250.37	0.00	-499	166.50		1,250		
801050	51110	GROUP HEALTH INSURANCE	33,303	0	33,303	38,921.34	0.00	-5,618	116.90		6,500		
801050	51080	RETIREMENT	63,611	0	63,611	66,393.54	0.00	-2,783	104.40		3,000		
801050	51010	SALARIES	338,470	0	338,470	348,332.95	0.00	-9,863	102.90		11,000		
801050	51090	MEDICARE TAX	4,885	0	4,885	5,011.60	0.00	-126	102.60		500		
801050	53241	STREET LIGHTING	0	0	0	7,851.00	7,149.00	-15,000	100.00		15,000		
801050	52201	PC EQUIP LESS \$5000	0	0	0	1,510.94	1,929.96	-3,441	100.00		3,500		
801050	55010	LAND & BUILDING IMPROVEMENTS	0	0	0	732,902.63	-726,277.85	-6,625	100.00		6,625		
801050	53060	EXPENSE - ADMINISTRATIVE	0	0	0	0.00	-25,000.00	25,000	100.00		25,000	73,475	Corporation
801104	55250	STREET IMPROVEMENTS	0	410,750	410,750	55,506.25	419,368.75	-64,125	115.60		65,000	65,000	Planning
						TC ECONOMIC DEVELOPMENT CORPORATION					138,475	138,475	
								FUNDING SOURCE: TCEDC UNASSIGNED FUND BALANCE					
807050	54178	ART WALK	10,000	-1,000	9,000	9,175.16	800.00	-975	110.80		1,200	1,200	Corporation

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CITY COMMISSION REGULAR MTG**(9) (i)****Meeting Date:** 07/01/2026

Ratify fiscal year 2025-2026 budget adjustments

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

Information**ACTION REQUEST**

Consider approval of a request to ratify budget adjustments made to the City of Texas City's fiscal year 2025-2026 budget prior to July 1, 2026.

BACKGROUND (Brief Summary)

Budget adjustments are routinely done during the fiscal year. City Commission approval is needed for creation of a new accounting fund, transfers between funds, transfers between departments, or transfers greater than or equal to \$50,000 between accounts in the same department.

Budget adjustments have been done over the course of the current fiscal year either between funds, between departments, or between accounts in the same department.

Of the 160 budget adjustment journals done so far in FY26, 40 should have been brought before City Commission for approval.

RECOMMENDATION

Recommend approval.

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

Multiple accounts with interfund transfers or interdepartment transfers.

Attachments

Staff Report

YEAR	PER	JOURNAL	LINE	SOURCE	ENTRY DATE	EFF DATE	REF1	REF2	REF3		REF4	JNL TYPE	AUTO REV	ORG	OBJECT	PROJECT	DR/CR	AMOUNT		TYPE OF ADJUSTMENTS
# of JOURNALS: 2																				
2026	3	179	1	BUA	12/17/2025	12/17/2025	BUA	BUA	T		Budget Tsf		N	245301	55550		D	2,875,435		Beginning budget amount not entered
2026	3	179	2	BUA	12/17/2025	12/17/2025	BUA	BUA			Budget Tsf		N	245000	36000		C	2,875,435		Beginning budget amount not entered
2026	3	179	3	BUA	12/17/2025	12/17/2025	BUA	BUA			Budget Tsf		N	245000	39100		D	2,875,435		Beginning budget amount not entered
2026	6	155	1	BUA	03/16/2026	03/16/2026	BUA	BUA	T		Grant		N	240201	54300		D	11,857		Beginning budget amount not entered
# of JOURNALS: 2																				
2026	8	371	1	BUA	05/28/2026	05/28/2026	BUA	BUA	T		Budget Tsf		N	299601	53810		D	40,000		Budget amendment, then transfer
2026	8	371	2	BUA	05/28/2026	05/28/2026	BUA	BUA			Budget Tsf		N	299000	36000		C	40,000		Budget amendment, then transfer
2026	8	371	3	BUA	05/28/2026	05/28/2026	BUA	BUA			Budget Tsf		N	299000	39100		D	40,000		Budget amendment, then transfer
2026	8	379	1	BUA	05/29/2026	05/29/2026	BUA	BUA	T		Budget Tsf		N	299601	53810		C	40,000		Budget amendment, then transfer
2026	8	379	2	BUA	05/29/2026	05/29/2026	BUA	BUA	T		Budget Tsf		N	299601	53950		D	40,000		Budget amendment, then transfer
# of JOURNALS: 1																				
2026	3	307	1	BUA	03/30/2026	12/17/2025	BA	BA	T		Bud Amend		N	801000	59008		D	281,959		EDC approved budget amendment
2026	3	307	2	BUA	03/30/2026	12/17/2025	BA	BA	T		Bud Amend		N	401000	49020		C	281,959		EDC approved budget amendment
2026	3	307	3	BUA	03/30/2026	12/17/2025	BA	BA			Bud Amend		N	801000	36000		C	281,959		EDC approved budget amendment
2026	3	307	4	BUA	03/30/2026	12/17/2025	BA	BA			Bud Amend		N	401000	37100		D	281,959		EDC approved budget amendment
2026	3	307	5	BUA	03/30/2026	12/17/2025	BA	BA			Bud Amend		N	801000	39100		D	281,959		EDC approved budget amendment
2026	3	307	6	BUA	03/30/2026	12/17/2025	BA	BA			Bud Amend		N	401000	39100		C	281,959		EDC approved budget amendment
# of JOURNALS: 17																				
2026	1	75	1	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	101205	53685		C	85,025		Transfers between departments
2026	1	75	2	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	101100	54200		D	85,025		Transfers between departments
2026	1	76	1	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	101101	52715		C	38,639		Transfers between departments
2026	1	76	2	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	101106	52715		D	38,639		Transfers between departments
2026	1	76	3	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	101100	53110		D	300,000		Transfers between departments
2026	1	76	4	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	101101	53680		C	300,000		Transfers between departments
2026	1	130	1	BUA	10/14/2025	10/14/2025	BAU	BAU			DEMO BT		N	101100	53110		C	300,000		Transfers between departments
2026	1	130	2	BUA	10/14/2025	10/14/2025	BAU	BAU			DEMO BT		N	101101	53680		D	300,000		Transfers between departments
2026	1	141	1	BUA	10/14/2025	10/14/2025	BAU	BAU			COPIER		N	101201	53700		C	8,500		Transfers between departments
2026	1	141	2	BUA	10/14/2025	10/14/2025	BAU	BAU			COPIER		N	101105	52670		D	8,500		Transfers between departments
2026	1	141	3	BUA	10/14/2025	10/14/2025	BAU	BAU			COPIER		N	101105	52670		D	4,500		Transfers between departments
2026	1	141	4	BUA	10/14/2025	10/14/2025	BAU	BAU			COPIER		N	101301	52244		C	4,500		Transfers between departments
2026	1	152	1	BUA	10/14/2025	10/14/2025	BUA	BUA			BUD TRF		N	101402	53340		C	44,584		Transfers between departments
2026	1	152	2	BUA	10/14/2025	10/14/2025	BUA	BUA			BUD TRF		N	101105	52200		D	44,584		Transfers between departments
2026	3	5	1	BUA	12/01/2025	12/01/2025	BUA	BUA	T		Budget Tsf		N	242303	55350	24201	C	1,800,000		Transfers between departments
2026	3	5	2	BUA	12/01/2025	12/01/2025	BUA	BUA	T		Budget Tsf		N	242301	55550	24203	D	1,800,000		Transfers between departments
2026	4	124	1	BUA	01/14/2026	01/14/2026	BAU	BAU			SOFTWARE		N	101101	53680		C	52,741		Transfers between departments
2026	4	124	2	BUA	01/14/2026	01/14/2026	BAU	BAU			SOFTWARE		N	101105	52200		D	52,741		Transfers between departments
2026	5	21	1	BUA	02/04/2026	02/04/2026	BUA	BUA	T		Budget Tsf		N	501705	52670		C	800		Transfers between departments
2026	5	21	2	BUA	02/04/2026	02/04/2026	BUA	BUA	T		Budget Tsf		N	101105	52201		D	800		Transfers between departments
2026	5	47	1	BUA	02/05/2026	02/05/2026	BUA	BUA	T		Budget Tsf		N	101000	48801		D	2,023		Transfers between departments
2026	5	47	2	BUA	02/05/2026	02/05/2026	BUA	BUA	T		Budget Tsf		N	101100	54260		D	2,023		Transfers between departments
2026	5	251	1	BUA	02/19/2026	02/19/2026	BAU	BAU			BAU		N	101104	53680		D	200,000		Transfers between departments
2026	5	251	2	BUA	02/19/2026	02/19/2026	BAU	BAU			BAU		N	101203	53680		C	200,000		Transfers between departments
2026	5	294	1	BUA	02/23/2026	02/23/2026	BAU	BAU			BAU		N	101101	53140		C	838,017		Transfers between departments
2026	5	294	2	BUA	02/23/2026	02/23/2026	BAU	BAU			BAU		N	101100	53140		D	491,054		Transfers between departments
2026	5	294	3	BUA	02/23/2026	02/23/2026	BAU	BAU			BAU		N	101100	53120		D	314,963		Transfers between departments
2026	5	294	4	BUA	02/23/2026	02/23/2026	BAU	BAU			BAU		N	101105	52200		D	32,000		Transfers between departments
2026	5	294	5	BUA	02/23/2026	02/23/2026	BAU	BAU			BAU		N	101101	53680		C	432,775		Transfers between departments
2026	5	294	6	BUA	02/23/2026	02/23/2026	BAU	BAU			BAU		N	101100	53680		D	432,775		Transfers between departments

YEAR	PER	JOURNAL	LINE	SOURCE	ENTRY DATE	EFF DATE	REF1	REF2	REF3		REF4	JNL TYPE	AUTO REV	ORG	OBJECT	PROJECT	DR/CR	AMOUNT		TYPE OF ADJUSTMENTS
2026	6	119	1	BUA	03/12/2026	03/12/2026	BUA	BUA	T		Budget Tsf		N	501705	52780		C	3,800		Transfers between departments
2026	6	119	2	BUA	03/12/2026	03/12/2026	BUA	BUA	T		Budget Tsf		N	101105	52201		D	3,800		Transfers between departments
2026	7	5	1	BUA	04/01/2026	04/01/2026	BAU	BAU			BT NIS		N	101101	53140		C	30,817		Transfers between departments
2026	7	5	2	BUA	04/01/2026	04/01/2026	BAU	BAU			BT NIS		N	101101	53150		C	12,933		Transfers between departments
2026	7	5	3	BUA	04/01/2026	04/01/2026	BAU	BAU			BT NIS		N	101212	53565		D	43,750		Transfers between departments
2026	7	127	1	BUA	04/13/2026	04/13/2026	BUA	BUA	T		Budget Tsf		N	401100	54300		C	234,509		Transfers between departments
2026	7	127	2	BUA	04/13/2026	04/13/2026	BUA	BUA	T		Budget Tsf		N	401222	54300	26TRA	D	234,509		Transfers between departments
2026	8	106	1	BUA	05/08/2026	05/08/2026	BAU	BAU			GASOLINE		N	101201	52240		D	12,153		Transfers between departments
2026	8	106	2	BUA	05/08/2026	05/08/2026	BAU	BAU			GASOLINE		N	101100	52240		C	180		Transfers between departments
2026	8	106	3	BUA	05/08/2026	05/08/2026	BAU	BAU			GASOLINE		N	101105	52240		C	140		Transfers between departments
2026	8	106	4	BUA	05/08/2026	05/08/2026	BAU	BAU			GASOLINE		N	101202	52240		C	11,608		Transfers between departments
2026	8	106	5	BUA	05/08/2026	05/08/2026	BAU	BAU			GASOLINE		N	101206	52240		C	225		Transfers between departments
2026	8	107	1	BUA	05/08/2026	05/08/2026	BAU	BAU			FIRE GASOL		N	101202	52240		D	1,940		Transfers between departments
2026	8	107	2	BUA	05/08/2026	05/08/2026	BAU	BAU			FIRE GASOL		N	101201	52240		C	1,600		Transfers between departments
2026	8	107	3	BUA	05/08/2026	05/08/2026	BAU	BAU			FIRE GASOL		N	101206	52240		C	340		Transfers between departments
2026	8	108	1	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101301	52240		D	47,493		Transfers between departments
2026	8	108	2	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101100	52240		C	362		Transfers between departments
2026	8	108	3	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101105	52240		C	32		Transfers between departments
2026	8	108	4	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101201	52240		C	14,117		Transfers between departments
2026	8	108	5	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101202	52240		C	1,178		Transfers between departments
2026	8	108	6	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101203	52240		C	3,938		Transfers between departments
2026	8	108	7	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101303	52240		C	1,093		Transfers between departments
2026	8	108	8	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101401	52240		C	26,140		Transfers between departments
2026	8	108	9	BUA	05/08/2026	05/08/2026	BAU	BAU			SVC CTR GA		N	101601	52240		C	634		Transfers between departments
# of JOURNALS: 1																				
2026	4	206	3	BUA	01/21/2026	01/21/2026	BUA	BUA	T		Budget Tsf		N	602203	55020		C	39,760		Transfers between funds and departments
2026	4	206	4	BUA	01/21/2026	01/21/2026	BUA	BUA	T		Budget Tsf		N	101203	53680		D	39,760		Transfers between funds and departments
# of JOURNALS: 15																				
2026	1	83	1	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	601030	53680		C	561,547		Transfers within same department
2026	1	83	2	BUA	10/09/2025	10/09/2025	BAU	BAU			BT		N	601030	51600		D	561,547		Transfers within same department
2026	1	140	1	BUA	10/14/2025	10/14/2025	BAU	BAU			GL CHANGE		N	101301	53340		C	200,000		Transfers within same department
2026	1	140	2	BUA	10/14/2025	10/14/2025	BAU	BAU			GL CHANGE		N	101301	52244		D	160,000		Transfers within same department
2026	1	140	3	BUA	10/14/2025	10/14/2025	BAU	BAU			GL CHANGE		N	101301	55020		D	40,000		Transfers within same department
2026	2	68	1	BUA	11/10/2025	11/10/2025	BUA	BUA	T		Budget Tsf		N	101303	53440		C	60,000		Transfers within same department
2026	2	68	2	BUA	11/10/2025	11/10/2025	BUA	BUA	T		Budget Tsf		N	101303	55350		D	60,000		Transfers within same department
2026	3	72	1	BUA	12/08/2025	12/08/2025	bau	bau			correction		N	101201	53540		D	76,000		Transfers within same department
2026	3	72	2	BUA	12/08/2025	12/08/2025	bau	bau			correction		N	101201	53340		C	76,000		Transfers within same department
2026	4	187	1	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	101302	53340		C	70,000		Transfers within same department
2026	4	187	2	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	101302	52244		D	70,000		Transfers within same department
2026	4	272	1	BUA	01/27/2026	01/27/2026	BUA	BUA	T		Budget Tsf		N	101105	55150		C	196,600		Transfers within same department
2026	4	272	2	BUA	01/27/2026	01/27/2026	BUA	BUA	T		Budget Tsf		N	101105	52201		D	196,600		Transfers within same department
2026	4	279	1	BUA	01/27/2026	01/27/2026	BUA	BUA	T		Budget Tsf		N	501703	54242		C	50,000		Transfers within same department
2026	4	279	2	BUA	01/27/2026	01/27/2026	BUA	BUA	T		Budget Tsf		N	501703	53440		D	50,000		Transfers within same department
2026	5	160	1	BUA	02/12/2026	02/12/2026	BUA	BUA	T		Grants		N	298601	53812		D	32,706		Transfers within same department
2026	5	160	2	BUA	02/12/2026	02/12/2026	BUA	BUA	T		Grants		N	298601	55010		D	83,883		Transfers within same department
2026	5	258	1	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53560		C	3,000		Transfers within same department
2026	5	258	2	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52243		D	3,000		Transfers within same department
2026	5	258	3	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52240		C	500		Transfers within same department
2026	5	258	4	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52241		D	500		Transfers within same department
2026	5	258	5	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53560		C	20,000		Transfers within same department

YEAR	PER	JOURNAL	LINE	SOURCE	ENTRY DATE	EFF DATE	REF1	REF2	REF3		REF4	JNL TYPE	AUTO REV	ORG	OBJECT	PROJECT	DR/CR	AMOUNT		TYPE OF ADJUSTMENTS
2026	5	258	6	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52247		D	20,000		Transfers within same department
2026	5	258	7	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53540		C	5,000		Transfers within same department
2026	5	258	8	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52275		D	5,000		Transfers within same department
2026	5	258	9	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	54180		C	1,000		Transfers within same department
2026	5	258	10	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52520		D	1,000		Transfers within same department
2026	5	258	11	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53111		C	1,000		Transfers within same department
2026	5	258	12	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52275		D	1,000		Transfers within same department
2026	5	258	13	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52660		C	500		Transfers within same department
2026	5	258	14	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52540		D	500		Transfers within same department
2026	5	258	15	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53540		C	10,000		Transfers within same department
2026	5	258	16	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52625		D	10,000		Transfers within same department
2026	5	258	17	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52660		C	500		Transfers within same department
2026	5	258	18	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52665		D	500		Transfers within same department
2026	5	258	19	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52660		C	7,500		Transfers within same department
2026	5	258	20	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	52670		D	7,500		Transfers within same department
2026	5	258	21	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	54180		C	2,500		Transfers within same department
2026	5	258	22	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53431		D	2,500		Transfers within same department
2026	5	258	23	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53540		C	20,000		Transfers within same department
2026	5	258	24	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53543		D	20,000		Transfers within same department
2026	5	258	25	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53111		C	170,000		Transfers within same department
2026	5	258	26	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	54901		D	170,000		Transfers within same department
2026	5	258	27	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53540		C	20,000		Transfers within same department
2026	5	258	28	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53544		D	20,000		Transfers within same department
2026	5	258	29	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53540		C	45,500		Transfers within same department
2026	5	258	30	BUA	02/19/2026	02/19/2026	BUA	BUA	T		Budget Tsf		N	801050	53201		D	45,500		Transfers within same department
2026	5	347	1	BAU	02/26/2026	02/26/2026	BAU	BAU			CLEAR BAL		N	101201	53700		C	208,873		Transfers within same department
2026	5	347	2	BAU	02/26/2026	02/26/2026	BAU	BAU			CLEAR BAL		N	101201	52200		D	34,760		Transfers within same department
2026	5	347	3	BAU	02/26/2026	02/26/2026	BAU	BAU			CLEAR BAL		N	101201	52625		D	174,113		Transfers within same department
2026	6	19	1	BUA	03/03/2026	03/03/2026	BAU	BAU			BT		N	101304	53540		C	83,156		Transfers within same department
2026	6	19	2	BUA	03/03/2026	03/03/2026	BAU	BAU			BT		N	101304	53544		D	20,756		Transfers within same department
2026	6	19	3	BUA	03/03/2026	03/03/2026	BAU	BAU			BT		N	101304	52245		D	49,900		Transfers within same department
2026	6	19	4	BUA	03/03/2026	03/03/2026	BAU	BAU			BT		N	101304	52543		D	10,000		Transfers within same department
2026	6	19	5	BUA	03/03/2026	03/03/2026	BAU	BAU			BT		N	101304	52625		D	2,500		Transfers within same department
2026	7	26	1	BUA	04/02/2026	04/02/2026	BUA	BUA	T		Budget Tsf		N	501705	55560		C	60,000		Transfers within same department
2026	7	26	2	BUA	04/02/2026	04/02/2026	BUA	BUA	T		Budget Tsf		N	501705	53410		D	60,000		Transfers within same department
2026	7	229	1	BUA	04/20/2026	04/20/2026	BUA	BUA	T		Budget Tsf		N	801050	53560		C	136,000		Transfers within same department
2026	7	229	2	BUA	04/20/2026	04/20/2026	BUA	BUA	T		Budget Tsf		N	801050	53595		D	136,000		Transfers within same department
2026	8	164	1	BUA	05/13/2026	05/13/2026	BUA	BUA	T		Budget Tsf		N	101201	53700		C	111,253		Transfers within same department
2026	8	164	2	BUA	05/13/2026	05/13/2026	BUA	BUA	T		Budget Tsf		N	101201	52200		D	111,253		Transfers within same department
2026	9	435	1	BUA	06/22/2026	06/22/2026	TRSFR				TRSFR EDC		N	801050	53110		C	100,000		Transfers within same department
2026	9	435	2	BUA	06/22/2026	06/22/2026	TRSFR				TRSFR EDC		N	801050	59043		D	100,000		Transfers within same department
# of JOURNALS: 2																				
2026	3	26	1	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	52625		D	148,714		Transfers within departments & between departments
2026	3	26	2	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	52190		D	3,300		Transfers within departments & between departments
2026	3	26	3	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	52243		D	28,000		Transfers within departments & between departments
2026	3	26	4	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	52244		D	47,000		Transfers within departments & between departments
2026	3	26	5	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	52665		D	3,000		Transfers within departments & between departments
2026	3	26	6	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	53543		D	4,500		Transfers within departments & between departments
2026	3	26	7	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	53544		D	3,170		Transfers within departments & between departments
2026	3	26	8	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	54242		D	1,000		Transfers within departments & between departments
2026	3	26	9	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	53700		C	148,714		Transfers within departments & between departments

YEAR	PER	JOURNAL	LINE	SOURCE	ENTRY DATE	EFF DATE	REF1	REF2	REF3		REF4	JNL TYPE	AUTO REV	ORG	OBJECT	PROJECT	DR/CR	AMOUNT		TYPE OF ADJUSTMENTS
2026	3	26	10	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101201	53540		C	89,970		Transfers within departments & between departments
2026	3	26	11	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101202	52190		D	25,000		Transfers within departments & between departments
2026	3	26	12	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101202	52241		D	1,000		Transfers within departments & between departments
2026	3	26	13	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101202	54242		D	500		Transfers within departments & between departments
2026	3	26	14	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101202	53340		C	26,500		Transfers within departments & between departments
2026	3	26	15	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101203	54242		D	200		Transfers within departments & between departments
2026	3	26	16	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101206	52540		D	3,000		Transfers within departments & between departments
2026	3	26	17	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101206	54150		C	3,000		Transfers within departments & between departments
2026	3	26	18	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	52670		D	4,500		Transfers within departments & between departments
2026	3	26	19	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	52241		D	25,000		Transfers within departments & between departments
2026	3	26	20	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	52243		D	3,000		Transfers within departments & between departments
2026	3	26	21	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	52244		D	98,700		Transfers within departments & between departments
2026	3	26	22	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	54242		D	900		Transfers within departments & between departments
2026	3	26	23	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	52780		C	4,500		Transfers within departments & between departments
2026	3	26	24	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101301	53340		C	127,600		Transfers within departments & between departments
2026	3	26	25	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101302	52241		D	15,000		Transfers within departments & between departments
2026	3	26	26	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101302	52244		D	25,000		Transfers within departments & between departments
2026	3	26	27	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101302	54242		D	500		Transfers within departments & between departments
2026	3	26	28	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101302	53340		C	40,500		Transfers within departments & between departments
2026	3	26	29	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101303	52520		D	3,500		Transfers within departments & between departments
2026	3	26	30	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101303	52190		D	4,000		Transfers within departments & between departments
2026	3	26	31	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101303	52241		D	15,000		Transfers within departments & between departments
2026	3	26	32	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101303	52244		D	7,500		Transfers within departments & between departments
2026	3	26	33	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101303	52275		D	3,500		Transfers within departments & between departments
2026	3	26	34	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101303	53540		C	33,500		Transfers within departments & between departments
2026	3	26	35	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52190		D	10,500		Transfers within departments & between departments
2026	3	26	36	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52520		D	8,300		Transfers within departments & between departments
2026	3	26	37	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52241		D	1,000		Transfers within departments & between departments
2026	3	26	38	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52243		D	7,500		Transfers within departments & between departments
2026	3	26	39	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52244		D	8,000		Transfers within departments & between departments
2026	3	26	40	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52250		D	29,500		Transfers within departments & between departments
2026	3	26	41	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52255		D	19,000		Transfers within departments & between departments
2026	3	26	42	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	52265		D	16,000		Transfers within departments & between departments
2026	3	26	43	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	54242		D	500		Transfers within departments & between departments
2026	3	26	44	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	53715		D	40,000		Transfers within departments & between departments
2026	3	26	45	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	53340		C	75,800		Transfers within departments & between departments
2026	3	26	46	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101401	53530		C	64,500		Transfers within departments & between departments
2026	3	26	47	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101403	52190		D	5,000		Transfers within departments & between departments
2026	3	26	48	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101403	52520		D	200		Transfers within departments & between departments
2026	3	26	49	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101403	52244		D	15,000		Transfers within departments & between departments
2026	3	26	50	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101403	52260		D	32,000		Transfers within departments & between departments
2026	3	26	51	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101403	53340		C	20,200		Transfers within departments & between departments
2026	3	26	52	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101403	52790		C	32,000		Transfers within departments & between departments
2026	3	26	53	BUA	12/03/2025	12/03/2025	BUA				BT ACCTS		N	101203	53700		C	200		Transfers within departments & between departments
2026	4	188	1	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	53200		C	300,000		Transfers within departments & between departments
2026	4	188	2	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	52200		D	300,000		Transfers within departments & between departments
2026	4	188	3	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	53070		C	26,500		Transfers within departments & between departments
2026	4	188	4	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	52625		D	26,500		Transfers within departments & between departments
2026	4	188	5	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	54310		C	2,000		Transfers within departments & between departments
2026	4	188	6	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	52060		D	2,000		Transfers within departments & between departments
2026	4	188	7	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	54310		C	5,300		Transfers within departments & between departments
2026	4	188	8	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	52670		D	5,300		Transfers within departments & between departments

YEAR	PER	JOURNAL	LINE	SOURCE	ENTRY DATE	EFF DATE	REF1	REF2	REF3		REF4	JNL TYPE	AUTO REV	ORG	OBJECT	PROJECT	DR/CR	AMOUNT		TYPE OF ADJUSTMENTS
2026	4	188	9	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	54310		C	2,100		Transfers within departments & between departments
2026	4	188	10	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501701	54330		D	2,100		Transfers within departments & between departments
2026	4	188	11	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	52240		C	10,000		Transfers within departments & between departments
2026	4	188	12	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	52241		D	10,000		Transfers within departments & between departments
2026	4	188	13	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	53340		C	11,000		Transfers within departments & between departments
2026	4	188	14	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	52244		D	11,000		Transfers within departments & between departments
2026	4	188	15	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	52190		C	10,000		Transfers within departments & between departments
2026	4	188	16	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	52543		D	10,000		Transfers within departments & between departments
2026	4	188	17	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	53340		C	300		Transfers within departments & between departments
2026	4	188	18	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	54242		D	300		Transfers within departments & between departments
2026	4	188	19	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	55680		C	267,000		Transfers within departments & between departments
2026	4	188	20	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501702	55700		D	267,000		Transfers within departments & between departments
2026	4	188	21	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501703	53440		C	50,400		Transfers within departments & between departments
2026	4	188	22	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501703	53689		D	50,400		Transfers within departments & between departments
2026	4	188	23	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501703	53440		C	60,000		Transfers within departments & between departments
2026	4	188	24	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501703	53775		D	60,000		Transfers within departments & between departments
2026	4	188	25	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501703	53440		C	50,400		Transfers within departments & between departments
2026	4	188	26	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501703	54242		D	50,400		Transfers within departments & between departments
2026	4	188	27	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52240		C	3,000		Transfers within departments & between departments
2026	4	188	28	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52241		D	3,000		Transfers within departments & between departments
2026	4	188	29	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53340		C	7,000		Transfers within departments & between departments
2026	4	188	30	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52243		D	7,000		Transfers within departments & between departments
2026	4	188	31	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53340		C	18,000		Transfers within departments & between departments
2026	4	188	32	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52244		D	18,000		Transfers within departments & between departments
2026	4	188	33	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53340		C	7,500		Transfers within departments & between departments
2026	4	188	34	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52250		D	7,500		Transfers within departments & between departments
2026	4	188	35	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53340		C	5,000		Transfers within departments & between departments
2026	4	188	36	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52265		D	5,000		Transfers within departments & between departments
2026	4	188	37	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53430		C	25,000		Transfers within departments & between departments
2026	4	188	38	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52275		D	25,000		Transfers within departments & between departments
2026	4	188	39	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52190		C	10,000		Transfers within departments & between departments
2026	4	188	40	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	52543		D	10,000		Transfers within departments & between departments
2026	4	188	41	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53430		C	40,000		Transfers within departments & between departments
2026	4	188	42	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53451		D	40,000		Transfers within departments & between departments
2026	4	188	43	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	55150		C	100,000		Transfers within departments & between departments
2026	4	188	44	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	55201		D	100,000		Transfers within departments & between departments
2026	4	188	45	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	53340		C	300		Transfers within departments & between departments
2026	4	188	46	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	54242		D	300		Transfers within departments & between departments
2026	4	188	47	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	55690		C	242,204		Transfers within departments & between departments
2026	4	188	48	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501705	55700		D	242,204		Transfers within departments & between departments
2026	4	188	49	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501706	53450		C	13,650		Transfers within departments & between departments
2026	4	188	50	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501706	53689		D	13,650		Transfers within departments & between departments
2026	4	188	51	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501706	55685		C	209,614		Transfers within departments & between departments
2026	4	188	52	BUA	01/20/2026	01/20/2026	BUA	BUA	T		Budget Tsf		N	501706	55700		D	209,614		Transfers within departments & between departments