



# CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, August 08, 2023 at 6:00 PM  
COUNCIL CHAMBERS | 1901 5th Street

## COUNCIL MEMBERS

**Mayor:** Robert K Nelson

**Mayor Pro Tem:** Blayne Finlay

**Council Members:** Benjamin Flores, Bradley Westmoreland, Becca Sitz, Jim Folse

### Vision Statement

*Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.*

## AGENDA

**THE FOLLOWING ITEM WILL BE ADDRESSED AT THIS OR ANY OTHER MEETING OF THE CITY COUNCIL UPON THE REQUEST OF THE MAYOR, ANY MEMBER(S) OF COUNCIL AND/OR THE CITY ATTORNEY:**

*ANNOUNCEMENT BY THE MAYOR THAT COUNCIL WILL RETIRE INTO CLOSED SESSION FOR CONSULTATION WITH CITY ATTORNEY ON MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT (TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE).*

### CALL TO ORDER AND CERTIFICATION OF QUORUM

#### INVOCATION & PLEDGE

Texas State Flag Pledge: *"Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One And Indivisible."*

*Councilwoman Becca Sitz*

#### MISSION STATEMENT

*The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.*

*Councilwoman Becca Sitz*

**APPROVAL OF AGENDA****PUBLIC COMMENTS**

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

**ACKNOWLEDGEMENT FROM CITY MANAGER****ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER****CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

- 1. City Council Workshop meeting minutes of July 20, 2023**

**REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL**

- 2. Benefits ~ Discuss, consider, and/or approve a fitness incentive and employee reimbursement of gym fees extended to Police Department staff. Mayor Nelson/Sgt. Ruben Gutierrez**
- 3. Resolution ~ Discuss, consider, and/or approve a Resolution approving the submission of the "Lone Star Grant Program" application under the Homeland Security Grants Division with the Office of the Governor Public Safety Office. Sgt. Chris Hadash, BCPD**
- 4. PID ~ Discussion relating to the Crescent Capital Investments LLC (Russell Ranch) Development PID budget and comparisons.**
- 5. Agreement ~ Discuss, consider, and/or approve an amended development agreement in regard to development standards between the City of Bay City and Crescent Capital Investments LLC (Russell Ranch). Shawna Burkhart, City Manager**
- 6. Agreement ~ Discuss, consider, and/or approve an Economic Development Professional Services Agreement with David Pettit Economic Development, LLC., relating to the creation of a Public Improvement District (PID) in the City of Bay City, Texas. Shawna Burkhart, City Manager**
- 7. Agreement ~ Discuss, consider, and/or approve a Professional Services Payment Agreement between the City of Bay City and Bold Fox Development, LLC. Shawna Burkhart, City Manager**
- 8. Ordinance ~ Discuss, consider, and/or approve amending the City Code of Ordinances relating sections of Chapter 98, Sections 98-3, 98-39, 98-123; Chapter 46, Section 46-21 and Chapter 62, Section 62-5; removing all references to Drainage District in the City of Bay City Code of Ordinances; and providing an effective date. Councilman Jim Folse**

- 9. Resolution ~ Discuss, consider, and/or approve a resolution authorizing the City of Bay City to offer Group Health Insurance to City Council members at City Council Member's expense. Shawna Burkhart, City Manager**
- 10. Grants ~ Discuss, consider, and or approve various equipment to be funded by the American Rescue Plan Funds and authorize staff to proceed with procurement. Scotty Jones, Finance Director**
- 11. Budget ~ Discuss and review the City's budget calendar.**
- 12. Grant ~ Discussions regarding rescoping of Texas Water Development Board Application #2 for arsenic and other desired projects.**
- 13. Committee ~ Discuss, consider, and/or approve the formation of an Ad Hoc Committee to study LCRA canals. Councilwoman Becca Sitz**
- 14. Committee ~ Discuss, consider, and/or approve the formation of an Ad Hoc Committee to study Nile Valley Road extension. Councilwoman Becca Sitz**
- 15. Committee ~ Discuss, consider, and/or approve the formation of an Ad Hoc Committee to study Railroad Quiet Zone. Councilwoman Becca Sitz**
- 16. Committee ~ Discuss, consider, and/or approve the formation of an Ad Hoc Committee to study the north to east waterline roadway. Councilwoman Becca Sitz**
- 17. Capital Planning ~ Discuss, consider, and/or approve a change from easement acquisitions to land acquisitions for north to east waterlines into the five (5) year Capital Plan. Councilwoman Becca Sitz**
- 18. Policy ~ Discuss, consider, and/or approve amending the appointment of Council Members as Liaisons and the City Administrative Divisions. Jeanna Thompson, City Secretary**

#### **CLOSED / EXECUTIVE SESSION**

- 19. Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
- 20. Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities, and duties of an officer or employee: City Manager**
- 21. Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities, and duties of an officer or employee: Public Works Director**

#### **RECONVENE AND ACTION**

**ADJOURNMENT****AGENDA NOTICES:**

**Attendance By Other Elected or Appointed Officials:** It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

**CERTIFICATION OF POSTING**

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, August 4, 2023 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

# CITY OF BAY CITY

MINUTES • JULY 20, 2023

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**COUNCIL  
CHAMBERS | 1901  
5th Street**

**City Council Workshop**

**5:00 PM**

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**1901 5TH STREET  
BAY CITY TX,77414**



**Mayor**

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Robert K. Nelson

**Mayor Pro Tem**

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Blayne Finlay

**Councilman**

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Jim Folse

**Councilman**

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Bradley Westmoreland

**Councilwoman**

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Becca Sitz

**Councilman**

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Benjamin Flores

*Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.*

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**CALL TO ORDER**

The meeting was called to order by Mayor Robert K. Nelson at 5:02 pm.

**CERTIFICATION OF QUORUM**

Quorum Present.

**PRESENT**

Mayor Robert K. Nelson  
Councilman Benjamin Flores  
Mayor Pro Tem Jim Folse  
Councilwoman Becca Sitz  
Councilman Brad Westmoreland  
Councilman Blayne Finlay

**PUBLIC COMMENTS**

There were no public comments.

**REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND / OR APPROVAL**

1. **Budget ~ Discuss the Fiscal Year 2024 Five (5) Year Capital Improvement Plan.**  
Scotty Jones, Finance Director

Scotty Jones, Finance Director, facilitated the discussion and stated that the 5 year Plan has to go to a Public Hearing and then approved in a regular meeting. Department Directors reviewed and discussed their capital items with Council.

2. **Discussion of real property as surplus and resolution to declare as such.**

Jeanna Thompson, City Secretary, provided listing of all city owned property with their current use. Ms. Thompson provided listing of what had been declared surplus but not sold as well as additional listings the Property Committee proposed as surplus. All property with creek will be conveyed with easement. Some property to be re-platted to reserve portion for city use. Councilwoman aske that all "0" addresses be assigned an actual address to ease locating. Councilman Westmoreland requested the old Parks and Recreation office be a priority.

**ADJOURNMENT**

Motion made by Councilman Westmoreland to adjourn, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilman Flores, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried and the meeting adjourned at 7:43 pm.

**PASSED AND APPROVED**, this 8th day of August 2023.

\_\_\_\_\_  
ROBERT K. NELSON, MAYOR  
CITY OF BAY CITY, TEXAS

\_\_\_\_\_  
JEANNA THOMPSON  
CITY SECRETARY



**CITY OF BAY CITY**  
 1901 FIFTH STREET  
 BAY CITY, TEXAS 77414  
 (979) 245-2137  
 FAX: (979) 323-1626

## AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

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**Requestor Name:** Gutierrez, Ruben **Date Submitted:** 7/31/2023  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 8/8/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** PD Sergeant  
*For City Staff Only*

**Agenda Location:** Council chambers  
*(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)*

### Agenda Content:

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**Discuss, consider, and/or approve: Wellness program to stay fit.**

### Executive Summary of Item:

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"Benefits ~ Discuss, consider, and/or approve a fitness incentive and employee reimbursement of gym fees extended to Police Department staff. Sgt. Ruben Gutierrez



**Resolution R-2023-\_\_\_\_\_**

**Whereas**, the City of Bay City finds it in the best interest of the citizens of Bay City, that the Office of the Governor Public Safety Office Operation Lone Star Grant Program application “Lone Star Project” be submitted for the FY 2023-2024 year; and

**Whereas**, the City of Bay City recognizes the need for officers from the Bay City Police Department to be able to have access to equipment and resources necessary for investigations and interdiction operations targeting drug smugglers and human trafficking; and

**Whereas**, the City of Bay City agrees this project will provide for increased safety for the citizens of Bay City and will improve the community’s confidence in the ability of our police officers to prevent and interrupt criminal smuggling operations using roads and highways inside the jurisdiction of Bay City as a smuggling route ; and

**Whereas**, the City of Bay City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City of Bay City assures that the funds will be returned to the Office of the Governor in full; and

**Whereas**, the City of Bay City designates Chief Christella Rodriguez as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, adjust or terminate the grant on behalf of the applicant agency; and

**Whereas**, the City of Bay City designates Sgt. Chris Hadash as the designated Project Director and the Grant Writer of the project.

**Now Therefore, Be it Resolved** that The City of Bay City approves the submission of the “Lone Star Project” grant application under the Homeland Security Grants Division with the Office of the Governor Public Safety Office.

Passed and approved on this 8th of August 2023 by the City of Bay City Council.

\_\_\_\_\_  
Robert K. Nelson, Mayor  
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

Grant application: \_\_\_\_\_

# G&W ENGINEERS, INC.

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205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987  
Texas Firm Registration No. F04188

July 18, 2023

City of Bay City  
Attn: Mrs. Shawna Burkhart, City Manager  
1901 Fifth Street  
Bay City, Texas 77414

**RE: Revised Estimates for PID for the Russell Ranch Subdivision**

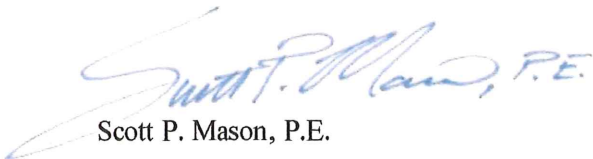
Dear Mrs. Burkhart,

G&W Engineers, Inc. has reviewed the Revised PID Estimate for Probable Project Cost for the Russel Ranch Subdivision, prepared by Development Consulting Services, LLC. It our professional opinion that the cost as shown and indicated on the attached are valid for the for the project.

As a result of our review, I am attaching to this letter a signed and sealed estimate for the project and G&W is taking responsibility for the estimate provided and the cost indicated as "Engineer's Opinion of Probable Cost".

Should you have any questions or concerns, please do not hesitate to contact me at 361-552-4509.

Respectfully Submitted,



Scott P. Mason, P.E.

**ENGINEER'S OPINION OF PROBABLE COST (EOPC)**  
**G Engineers, Inc. TREF# F-4188 (361) 552-4509**  
**Date: July 18, 2023**

ITEM #4.

**Preliminary PID Estimate Summary**  
**BAY CITY, TEXAS STATE HWY 35**  
**49.8 Acre Site**  
**Russell Ranch Development**  
**9/22/2021**

Revised  
**PID Estimate**  
**7/18/2023**



Work Classification	Itemized Total Amount	Division Total Amount	Public Costs	Private Costs	Itemized Total Amount	Public Costs	Private Costs
<b>PRELIMINARY SITE COSTS</b>							
Boundary Survey	\$8,000.00		8,000.00	0.00	8,941.00	8,941.00	0.00
Topo Survey	6,000.00		6,000.00	0.00	6,000.00	6,000.00	0.00
Platting Documents and Full Site Survey	50,000.00		50,000.00	0.00	50,000.00	50,000.00	0.00
Phase I	12,000.00		12,000.00	0.00	12,000.00	12,000.00	0.00
Traffic Study (required by TX-DOT for new curb cut approval)	15,000.00		0.00	15,000.00	0.00	0.00	0.00
TX-DOT Variance Request (work done by G&M Engineering)	2,500.00		0.00	2,500.00	2,500.00	0.00	2,500.00
TX-DOT Permit Submittal Package Fee for New Curb Cut on I35	5,000.00		0.00	5,000.00	5,000.00	0.00	5,000.00
TX DOT Permit (per TX-DOT no fee)	0.00		0.00	0.00	0.00	0.00	0.00
Preliminary Pond Evaluation & Storm Design Recommendation for District 1 Engineer	12,500.00		12,500.00	0.00	12,500.00	12,500.00	0.00
District One Review Fees	3,600.00		3,600.00	0.00	9,963.00	9,963.00	0.00
Updated/New Geotechnical Investigation	15,000.00		15,000.00	0.00	15,000.00	15,000.00	0.00
Re-Zoning Fees (no re-zoning required per Maddox Properties)	0.00		0.00	0.00	0.00	0.00	0.00
META - Preliminary Site Plan	5,000.00		0.00	5,000.00	3,738.00	0.00	3,738.00
SWPPP Report and Permit for The City of Bay City	10,000.00		10,000.00	0.00	0.00	0.00	0.00
Easement Abandonment Fees (if required))	10,000.00		0.00	10,000.00	10,000.00	10,000.00	0.00
Create New Utility Easements	10,000.00		10,000.00	0.00	10,000.00	10,000.00	0.00
<b>Total Preliminary Site Costs:</b>		<b>\$164,600.00</b>	<b>\$127,100.00</b>	<b>\$37,500.00</b>	<b>\$145,642.00</b>	<b>\$134,404.00</b>	<b>\$11,238.00</b>
<b>SITE CLEARING</b>							
Removal of Trees and Clearing	\$300,000.00		84,350.00	215,650.00	298,900.00	85,400.00	213,500.00
Erosion Control, Construction Ingress and Egress	25,000.00		25,000.00	0.00	22,950.00	22,950.00	0.00
SWPPP Plan, Installation and Maintenance	10,000.00		10,000.00	0.00	0.00	0.00	0.00
<b>Total Site Clearing:</b>		<b>\$335,000.00</b>	<b>\$119,350.00</b>	<b>\$215,650.00</b>	<b>\$321,850.00</b>	<b>\$108,350.00</b>	<b>\$213,500.00</b>
<b>MISC DEVELOPMENT SITE COSTS</b>							
Temporary Fencing	\$5,000.00		5,000.00	0.00	5,000.00	5,000.00	0.00

**Preliminary PID Estimate Summary  
 BAY CITY , TEXAS STATE HWY 35  
 49.8 Acre Site  
 Russell Ranch Development  
 9/22/2021**

ITEM #4.

**Revised  
 PID Estimate  
 7/18/2023**

Work Classification	Itemized Total Amount	Division Total Amount	Public Costs	Private Costs	Itemized Total Amount	Public Costs	Private Costs
Traffic Control/Signage	15,000.00		15,000.00	0.00	15,000.00	15,000.00	0.00
Site Planning Review Fees	15,000.00		15,000.00	0.00	15,000.00	15,000.00	0.00
City of Bay City Permitting Fees and Platting Fees	2,720.00		2,720.00	0.00	2,720.00	2,720.00	0.00
Water Meter and Tap Fees ( 2 ea. 6" taps)	0.00		0.00	0.00	0.00	0.00	0.00
Sanitary Tap Fees	0.00		0.00	0.00	0.00	0.00	0.00
Impact Fees ( no fees per the City of Bay City)	0.00		0.00	0.00	0.00	0.00	0.00
Re-Staking of Lots for Revised Survey Once Plat is Approved	20,000.00		0.00	20,000.00	20,000.00	0.00	20,000.00
As-Built Surveying for all Public and Private Utilites and Ponds	60,000.00		50,000.00	10,000.00	60,000.00	50,000.00	10,000.00
Materials Testing	95,000.00		95,000.00	0.00	95,000.00	95,000.00	0.00
Off-Site and Pond Inspection Fees by Bay City	2,500.00		2,500.00	0.00	2,500.00	2,500.00	0.00
Gas	45,000.00		0.00	45,000.00	0.00	0.00	0.00
Lift Station Maintenance Agreement	0.00		0.00	0.00	0.00	0.00	0.00
Mail Box Unit	0.00		0.00	0.00	8,000.00	0.00	8,000.00
<b>Total Misc. Development Site Costs and Fees:</b>		<b>\$260,220.00</b>	<b>\$185,220.00</b>	<b>\$75,000.00</b>	<b>\$223,220.00</b>	<b>\$185,220.00</b>	<b>\$38,000.00</b>
<b>EARTHWORK, SITE UTILITIES, PAVING, SIDEWALKS</b>							
Sitework - Excavation and Fill	\$150,000.00		25,000.00	125,000.00	235,000.00	70,000.00	165,000.00
Earthwork Import	\$0.00		0.00	0.00	169,950.00	169,950.00	0.00
Lime Stablation	\$0.00		0.00	0.00	215,358.00	215,358.00	0.00
Site Surveying	40,000.00		30,000.00	10,000.00	40,000.00	30,000.00	10,000.00
Trench/Haul Off Back fill for AEP	20,000.00		0.00	20,000.00	0.00	0.00	0.00
Water Lines	132,000.00		132,000.00	0.00	483,723.00	483,723.00	0.00
Fire Hydrants	55,000.00		55,000.00	0.00	61,750.00	61,750.00	0.00
Gate Valves, Boxes, Blow-Offs	20,000.00		20,000.00	0.00	20,000.00	20,000.00	0.00
Sanitary Lines, Manholes, Splits	552,000.00		552,000.00	0.00	591,486.00	591,486.00	0.00
Abandonment and Relocation of Existing Sanitary Lines for Shopping Center	75,000.00		75,000.00	0.00	134,150.00	134,150.00	0.00
Lift Station/Force Main	550,000.00		550,000.00	0.00	0.00	0.00	0.00
Storm Drainage	750,000.00		750,000.00	0.00	1,877,844.00	1,877,844.00	0.00
Storm Drainage (Road)	92,000.00		92,000.00	0.00	92,000.00	92,000.00	0.00
Bore Under New McCoy Drive for Tie-In to Public Storm	10,000.00		10,000.00	0.00	10,000.00	10,000.00	0.00
Trench Safety	20,000.00		20,000.00	0.00	20,000.00	20,000.00	0.00
Striping/Signage	15,000.00		0.00	15,000.00	15,000.00	0.00	15,000.00
Concrete Paving and Curbing (205,535 SF)	1,200,000.00		1,200,000.00	0.00	1,313,086.00	1,313,086.00	0.00
Sidewalks and Ramps Only at Public Areas	80,000.00		80,000.00	0.00	85,862.00	85,862.00	0.00
Access Drives (3 each)	75,000.00		75,000.00	0.00	75,000.00	75,000.00	0.00
Bay City Seafood Drive Closure and Re-Striping (30,000 SF)	10,000.00		0.00	10,000.00	11,218.00	0.00	11,218.00
Fencing for Site (8,333 LF, 6' high wood fencing)	250,000.00		0.00	250,000.00	194,972.00	0.00	194,972.00
<b>Total Earthwork, Site Utilities, Paving, Sidewalk Costs:</b>		<b>\$4,096,000.00</b>	<b>\$3,666,000.00</b>	<b>\$430,000.00</b>	<b>\$5,646,399.00</b>	<b>\$5,250,209.00</b>	<b>\$396,190.00</b>

Preliminary PID Estimate Summary  
 BAY CITY , TEXAS STATE HWY 35  
 49.8 Acre Site  
 Russell Ranch Development  
 9/22/2021

ITEM #4.

Revised  
 PID Estimate  
 7/18/2023

Work Classification	Itemized Total Amount	Division Total Amount	Public Costs	Private Costs	Itemized Total Amount	Public Costs	Private Costs
<b>LANDSCAPE AND IRRIGATION</b>							
Landscaping and Irrigation	\$25,000.00		0.00	25,000.00	25,000.00	25,000.00	0.00
Landscaping and Irrigation in ROW	15,000.00		0.00	15,000.00	15,000.00	15,000.00	0.00
Monument Sign	20,000.00		0.00	20,000.00	20,000.00	0.00	20,000.00
<b>Total Landscaping and Irrigation:</b>		<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>	<b>\$40,000.00</b>	<b>\$20,000.00</b>
<b>DETENTION/RETENTION PONDS</b>							
Excavation of Ponds	\$312,000.00		312,000.00	0.00	312,000.00	312,000.00	0.00
Haul-Off	150,000.00		150,000.00	0.00	150,000.00	150,000.00	0.00
Retaining Walls/Footings	0.00		0.00	0.00	0.00	0.00	0.00
Hydromulching of Ponds	30,000.00		30,000.00	0.00	30,000.00	30,000.00	0.00
Fountains ( estimated for ponds 2 and 3 only) Allowance	25,000.00		0.00	25,000.00	25,000.00	0.00	25,000.00
Fencing Around Ponds (no fencing around ponds per Maddox Properties)	0.00		0.00	0.00	0.00	0.00	0.00
Concrete Wing Walls (included above)	0.00		0.00	0.00	0.00	0.00	0.00
<b>Total Detention/Retention Ponds:</b>		<b>\$517,000.00</b>	<b>\$492,000.00</b>	<b>\$25,000.00</b>	<b>\$517,000.00</b>	<b>\$492,000.00</b>	<b>\$25,000.00</b>
<b>ELECTRICAL</b>							
AEP (street lights)	\$500,000.00		0.00	500,000.00	150,000.00	150,000.00	0.00
Pad Mounted Transformer/ Panel for power to Pond Fountains	25,000.00		0.00	25,000.00	25,000.00	0.00	25,000.00
Temporary Service Panel	15,000.00		15,000.00	0.00	15,000.00	15,000.00	0.00
Site Lighting (included in AEP number per the Rep)	0.00		0.00	0.00	0.00	0.00	0.00
Phone Lines	125,000.00		0.00	125,000.00	0.00	0.00	0.00
Cable	75,000.00		0.00	75,000.00	0.00	0.00	0.00
<b>Total Electrical:</b>		<b>\$740,000.00</b>	<b>\$15,000.00</b>	<b>\$725,000.00</b>	<b>\$190,000.00</b>	<b>\$165,000.00</b>	<b>\$25,000.00</b>
<b>TOTAL SITE DEVELOPMENT AND CONSTRUCTION COSTS:</b>					<b>\$7,104,111.00</b>	<b>\$6,375,183.00</b>	<b>\$723,928.00</b>
<b>OVERHEAD AND PROFIT, INSURANCE</b>							
General Conditions, Insurance, OH&P	\$695,700.00		\$556,560.00	\$139,140.00			
<b>Total General Conditions, Insurance, Overhead and Profit Fees:</b>		<b>\$695,700.00</b>	<b>\$556,560.00</b>	<b>\$139,140.00</b>	<b>\$583,745.00</b>	<b>\$460,105.00</b>	<b>\$123,105.00</b>
<b>Sub Total Estimated Construction Costs and Development Fees:</b>		<b>\$6,868,520.00</b>	<b>\$5,161,230.00</b>	<b>\$1,707,290.00</b>	<b>\$7,687,856.00</b>	<b>\$6,835,288.00</b>	<b>\$847,033.00</b>
<b>Cost Escalation Contingency:</b>		<b>\$330,893.00</b>	<b>\$252,096.00</b>	<b>\$78,797.00</b>	<b>330,893.00</b>	<b>252,096.00</b>	<b>78,797.00</b>
<b>Performance and Payment Bond:</b>		<b>55,330.00</b>	<b>\$55,330.00</b>	<b>\$0.00</b>	<b>55,000.00</b>	<b>55,000.00</b>	<b>0.00</b>
<b>Total Estimated Construction Costs and Development Fees:</b>		<b>\$7,254,743.00</b>	<b>\$5,468,656.00</b>	<b>\$1,786,087.00</b>	<b>\$8,073,749.00</b>	<b>\$7,142,384.00</b>	<b>\$925,830.00</b>
					<b>Itemized Total Amount</b>	<b>Public Costs</b>	<b>Private Costs</b>
<b>DESIGN FEES</b>							
Mechanical and Electrical Fee for Construction Documents	\$15,000.00		0.00	15,000.00	\$15,000.00	\$0.00	\$15,000.00



Preliminary PID Estimate Summary  
 BAY CITY , TEXAS STATE HWY 35  
 49.8 Acre Site  
 Russell Ranch Development  
 9/22/2021

ITEM #4.

Revised  
 PID Estimate  
 7/18/2023

Work Classification	Itemized Total Amount	Division Total Amount	Public Costs	Private Costs	Itemized Total Amount	Public Costs	Private Costs
Civil Engineer Fee for Construction Documents	150,000.00		120,000.00	30,000.00	150,000.00	120,000.00	30,000.00
Civil Engineer for Detention/Retention Ponds District One Design	25,000.00		25,000.00	0.00	25,000.00	25,000.00	0.00
Additional Civil Engineer for Detention/Retention Ponds District One Design	0.00		0.00	0.00	59,000.00	59,000.00	0.00
Construction Administration/Inspections by Civil Engineer	50,000.00		40,000.00	10,000.00	50,000.00	40,000.00	10,000.00
Landscaping	5,000.00		0.00	5,000.00	5,000.00	5,000.00	0.00
Reproductions and Misc. Costs	5,000.00		2,500.00	2,500.00	5,000.00	4,000.00	1,500.00
<b>Estimated Design Fees:</b>		<b>\$250,000.00</b>	<b>\$187,500.00</b>	<b>\$62,500.00</b>	<b>\$309,000.00</b>	<b>\$253,000.00</b>	<b>\$56,500.00</b>
<b>CONSTRUCTION CONSULTANT FEES</b>							
Fees for Preparing New Easements or Modifications of Existing Easements	\$15,000.00		15,000.00	0.00	15,000.00	15,000.00	0.00
Construction Management Fee	75,000.00		52,500.00	22,500.00	75,000.00	52,500.00	22,500.00
Additional Construction Management Fees for District One Review	0.00		0.00	0.00	5,000.00	5,000.00	0.00
<b>Estimated Construction Consultant Fees:</b>		<b>\$90,000.00</b>	<b>\$67,500.00</b>	<b>\$22,500.00</b>	<b>\$95,000.00</b>	<b>\$72,500.00</b>	<b>\$22,500.00</b>
<b>MISC./FINANCE FEES</b>							
Land Costs (14 AC. For ponds and paving)	\$532,000.00		532,000.00	0.00	532,000.00	532,000.00	
Development Costs (legal fees, financing fees, interest)	259,000.00			259,000.00	259,000.00		259,000.00
<b>Estimated Misc./Finance Fees:</b>		<b>\$791,000.00</b>	<b>\$532,000.00</b>	<b>\$259,000.00</b>	<b>\$791,000.00</b>	<b>\$532,000.00</b>	<b>\$259,000.00</b>
<b>PID FEES</b>							
Consultant Fees for P3 Work	15,000.00		0.00	15,000.00	15,000.00	0.00	15,000.00
<b>Estimated PID Fees:</b>		<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>
<b>PROJECT COST TOTAL:</b>		<b>\$8,400,743.00</b>	<b>\$6,255,656.00</b>	<b>\$2,145,087.00</b>	<b>\$9,283,749.00</b>	<b>\$7,999,884.00</b>	<b>\$1,278,830.00</b>
<b>ESTIMATED TOTAL PID PROJECT COST:</b>			<b>\$6,255,656.00</b>			<b>\$7,999,884.00</b>	

This budget has been prepared exclusively for Maddox Properties. The information in this report is not intended to be used or relied upon by any third party. Development Consulting Services shall incur no liability and disclaims any responsibility for the use or reliance upon this budget by any third party. The estimated budget shall not be construed as a guarantee of the final costs of the project as no construction documents exist.

**FIRST AMENDMENT TO  
AMALFI RANCH (NOW RUSSELL RANCH)  
PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT**

This First Amendment to the Amalfi Ranch (Now Russell Ranch) Public Improvement District Development Agreement between Crescent Capital Investments LLC (“Developer”) and the City of Bay City, Texas (“City”), is made and entered into by and between Developer and City.

WITNESSETH:

1. **EXISTING AGREEMENT:** Developer and City entered into a Development Agreement dated January 25, 2022 subject to the terms, covenants and conditions contained in said Agreement. The Agreement is hereby incorporated by reference and made a part hereof for any and all purposes.

2. **NAME OF PROJECT:** Developer and City agree that moving forward the project shall be known as Russell Ranch instead of Amalfi Ranch.

3. **ARTICLE VI AMENDMENTS:** Developer and City agree to amend Section 6.01(h) of the Development Agreement to change the street width requirement for roads within the subdivision to 28 ft. Further the parties agree to amend Section 6.01(i) of the Development Agreement to change the word “year” to “yard” to correct a typographical error.

4. **CONTINUATION OF ALL OTHER TERMS OF AGREEMENT:** Except as specifically amended or modified herein, all other terms, covenants and conditions contained in the original Agreement, are hereby incorporated by reference, and made a part hereof for any and all purposes, are republished, and shall continue in full force and effect.

5. **FIRST AMENDMENT TO BE INCORPORATION WITH AGREEMENT:**  
This First Amendment shall be attached to and become part of the Agreement effective date of August 8, 2023.

6. **BINDING EFFECT:** This First Amendment, together with the original Agreement, in their entirety, as amended, shall be binding upon all the parties hereto, their respective heirs, executors, administrators and successors in office.

EFFECTIVE the 8th day of August, 2023.

CITY OF BAY CITY, TEXAS

\_\_\_\_\_  
By: Robert K. Nelson  
Title: Mayor  
Date signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeanna Thompson, City Secretary

CRESCENT CAPITAL INVESTMENTS LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_





July 26, 2023

Shawna Burkhart  
 City Manager  
 City of Bay City  
 1901 Fifth Street  
 Bay City, TX 77414

**RE: Professional Services Proposal**

Dear Ms. Burkhart,

**David Pettit Economic Development, LLC (DPED)** is pleased to provide this proposal to the City of Bay City, Texas, (the "Client") for professional consulting services relating to potential creation and implementation of public improvement districts through Chapter 372 of the Local Government Code (the "Project").

**Purpose**

The purpose of this scope of services is to work directly with the Client to evaluate, recommend and implement an appropriate Project to provide supplemental services for Client and other ongoing implementation of capital improvement PIDs already created.

**Public Improvement Districts**

The Public Improvement District Assessment Act allows any city to levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ). Further, counties may levy and collect special assessments on property located within the county unless, within 30 days of a county's action to approve the public improvement district, a home rule city objects to its establishment within the home rule city's corporate limits or its extraterritorial jurisdiction (ETJ). The statute authorizing the creation of PIDs is found in Chapter 372 of the Local Government Code.

A public improvement district may be formed to accomplish special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and culture enhancement.

There are ten steps necessary to create a public improvement district and levy assessments.

**Step One:**

- The governing body or a group of the affected property owners must initiate a petition that calls for a defined area of the city or county to be declared a public improvement district.

**Step Two:**

- After receiving a petition to establish a public improvement district, the governing body of the city or county may appoint an advisory board to develop and recommend an improvement plan for the PID.

**Step Three:**

- After receiving a petition to establish a public improvement district, the governing body of the city or county should prepare a feasibility report.

**Step Four:**

- A public hearing on the advisability of the improvements must be conducted after meeting statutory notice requirements

**Step Five:**

- The governing body of the city or county must adopt a resolution by majority vote authorizing the creation of a PID

**Step Six:**

- Twenty days after authorization of the PID has taken effect, the city or county may begin accruing costs of the services

**Step Seven:**

- A five-year on-going service plan and assessment plan must be developed.

**Step Eight:**

- The city or county must prepare a proposed assessment roll and provide notice and a hearing on the proposed assessment roll.

**Step Nine:**

- After all the objections have been heard and considered, the governing body may levy, by ordinance or order, the special assessment against the taxable properties within the district

**Step Ten:**

- The governing body may make additional assessments against property within the district to correct omissions or mistakes regarding the costs of the improvements.

**Scope of Services**

Based on our previous conversations, and our experience with past projects, we propose the following scope of services broken down into project elements.

- **Data Assembly**  
DPED would work directly with the Client and the Project representatives to identify and acquire the needed data to complete a thorough analysis of the proposed financing structure for the planned Projects. We will coordinate documentation between the various parties and develop an achievable timeline with key dates and implementation steps to ensure the project moves forward in a timely manner.
- **PID's Advisability Analysis**  
Following the completion of the Data Assembly Task, our team will begin the process of reviewing the PID's Advisability. This will include the Project's public improvements, estimated costs for the services as provided by Client, the boundaries of the PID, the preferred method of assessment, an overview of the apportionment of costs between the PID and the City, and all other exhibits required for local government review per the state legislative requirements.
- **Facilitate Review and Consideration of the Proposed PID**  
DPED would facilitate meetings and presentations with the City, Client and all other parties involved in the process. This will include supporting meetings, work sessions, briefings, commission meetings, and hearings.
- **Assist with Public/Private Development Agreements and Resolution Documents**  
DPED will develop the draft documents required for the implementation of a PID as described in Chapter 372 of the Texas Local Government Code, for review by legal representatives of the City and the Client.

**Fee for Services**

Our fee for services relating to the scope of services will be billed on an hourly basis, per the rates provided in this proposal with a not to exceed amount of \$15,000. No work is authorized above \$15,000 unless expressly written approval is given by Client.

Fees would be charged on a monthly basis, subject to on-going progress on the work effort. Reimbursable expenses would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

**Changes of Scope and Additional Services**

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

**Additional Services and Rates for Hourly Services**

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Pettit	\$325.00
Project Manager	\$250.00
Project Specialist	\$120.00
Planning Intern	\$100.00
Administrative	\$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

**Term of Agreement**

It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

**Reimbursables**

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at DPED actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

**Invoices and Payments**

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence a collection proceeding, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

**Suspension and Termination**

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

**Certifications**

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

**Authorization to Proceed**

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

**Insurance**

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of \$2,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

**Notices**

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Bay City  
1901 Fifth Street  
Bay City, TX 77414  
Attention: Scotty Crow Jones C.P.M., Finance Director  
Email: [sjones@cityofbaycity.org](mailto:sjones@cityofbaycity.org)

If to DPED:

David Pettit Economic Development, LLC.  
306 West Seventh Street, Suite 602  
Ft. Worth, TX 76102  
Attention: David Pettit  
Email: [dpettit@dpedllc.com](mailto:dpettit@dpedllc.com)

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

**SUMMARY**

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,



David Pettit  
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

**AGREED TO AND ACCEPTED BY:**

City of Bay City, Texas

By: \_\_\_\_\_

Date: \_\_\_\_\_

## PROFESSIONAL SERVICES PAYMENT AGREEMENT

This Professional Services Payment Agreement (this "Agreement"), effective as of the day of \_\_\_\_\_ (the "Effective Date"), is made and entered into by and between the City of Bay City, Texas, ("City") and \_\_\_\_\_, a Texas limited liability company (the "Developer"). The City and the Developer shall each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Developer owns or plans on acquiring property (the "Property") located in the City of Bay City, Texas, and

WHEREAS, the Developer plans to develop Property into a mixed-use development and will require construction and maintenance of certain public improvements and creation of a supplemental services Public Improvement District per Chapter 372 of the Local Government Code; and

WHEREAS, the Parties hereto acknowledge that the City has heretofore incurred certain costs relative to the creation of the PID and will continue to incur costs relative to (i) the creation of the PID, (ii) the adoption of a service and assessment plan relative to the Property, (the "SAP") and (iii) the City's levy of assessments levied on a portion of the land within the PID ("PID Supplemental Services"), including, but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, City staff time dedicated to PID matters, and other special consultant fees (collectively, "City Expenses").

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment for Professional Services. Within ten (10) days of receipt of request by the City, Developer shall deposit with the City [\$15,000.00] (the "Deposit") for payment of the City Expenses relative payment of Planning Services. Further:

- (a) City agrees to hold the Deposit in a separate interest-bearing account maintained by the City which may only be used to pay the City Expenses.
- (b) City agrees that all City Expenses relating to Planning Services that are to be paid from the Deposit shall be evidenced by invoices that describe the work performed by person, date, billing rate and amount of time to perform such task. Within ten (10) business days after receipt of each invoice for City Expenses (and before such invoice is paid), the City shall forward such invoice to the Developer. If the Developer reasonably requests additional information in clarification or support of such invoice, the City/consultant shall provide the same, if available. The Developer shall have ten (10) business days after receipt during which to review each invoice and to make

objections. If the Developer objects to any portion of an invoice, the City, the Developer and those providing the services shall attempt to resolve the dispute within a reasonable period of time; however, if not withstanding their collective good-faith efforts the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the invoice using the funds from the Deposit.

- (c) Developer agrees that in the event the Deposit falls below \$10,000.00, upon request from the City, Developer shall advance to the City an additional amount of not less than \$10,000.00.
- (d) In the event the Deposit is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) business days in addition to the remittance of the additional funds as provided above.
- (e) In the instance that deposits of additional funds are not timely made, the City shall have no obligation to incur any additional City Expenses until such deposit is made.
- (f) The City will pay City Expenses out of the Deposit and keep accounting of all charges for City Expenses incurred. Upon the termination of this Agreement, any unused portion of the Deposit shall be returned to Developer (including all interest earned on the Deposit).

2. No Obligation to Adopt an SAP. Developer acknowledges that the City has no obligation to adopt an SAP with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the SAP is approved. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least thirty (30) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City and the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay the City Expenses incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement may only be amended by written instrument approved by the Parties.

6. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by electronic transmission received by the other Party by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

City:  
City Manager  
City of Bay City  
1901 Fifth Street  
Bay City, TX 77414  
Attention: Shawna Burkhart, City of Bay City  
Email: [sburkhart@cityofbaycity.org](mailto:sburkhart@cityofbaycity.org)

Developer:

Email:

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas, and venue shall lie in Matagorda County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.



11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Execution. The City Manager is hereby authorized to execute and deliver this Agreement in substantially the form presented to the City Council with such changes as he may deem appropriate.

13. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent companies wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

14. Anti-Israel Boycott. The Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

## CITY OF BAY CITY, TEXAS

By: \_\_\_\_\_  
 Shawna Burkhart, City Manager

Date: \_\_\_\_\_

**DEVELOPER:**

\_\_\_\_\_ a [Texas Limited  
Liability Company]

**By:** Managing Shareholder

By:

Name:

ORDINANCE NUMBER \_\_\_\_\_

ORDINANCE AMENDING THE CITY CODE OF ORDINANCES RELATING SECTIONS OF CHAPTER 98, SECTIONS 98-3, 98-39, 98-123; CHAPTER 46, SECTION 46-21 AND CHAPTER 62, SECTION 62-5; REMOVING ALL REFERENCES TO DRAINAGE DISTRICT IN THE CITY OF BAY CITY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS that the amendments are adopted as Amendments to Chapter 98, Sections 98-3, 98-39, 98-123; Chapter 46, Section 46-21, and Chapter 62, Section 62-5, as shown on the attached Exhibit “A” in its Code of Ordinances.

Section 1. The Amendments are to be made to Chapter 98, Sections 98-3, 98-39, 98-123; Chapter 46, Section 46-21, and Chapter 62, Section 62-5, as shown on the attached Exhibit “A.” All insertions are made with blue colored letters and all deletions are shown in red.

Section 2: Other than as amended herein, all remaining sections of Chapter 98, Chapter 46 and Chapter 62, remain in full force and effect. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4: The City Secretary shall publish the caption or a descriptive title of this ordinance one time within 10 days after final passage of the ordinance in a newspaper of general circulation in the City of Bay City.

Section 5: It is the intention of the City Council that this ordinance shall become a part of the Code of the City of Bay City, Texas, and it may be renumbered and codified therein accordingly, in the manner approved by the City Attorney. The Code of the City of Bay City, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Section 6: That if any provision of this ordinance, or the application thereof to any person or circumstances, shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 8: That the provisions of this ordinance shall become effective 10 days after final passage and approval by the City Council of the City of Bay City, Texas.

**PASSED AND APPROVED** on this 8th day of August, 2023.

\_\_\_\_\_  
Robert K. Nelson, Mayor  
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeanna Thompson, City Secretary  
City of Bay City, Texas

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

<b>COUNCIL MEMBER</b>	<b>VOTED AYE</b>	<b>VOTED NO</b>	<b>ABSENT</b>
James Folse	_____	_____	_____
Ben Flores	_____	_____	_____
Brad Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____
Blayne Finlay	_____	_____	_____
Robert K. Nelson Mayor	_____	_____	_____

\_\_\_\_\_  
Robert K. Nelson, Mayor  
City of Bay City, Texas

# EXHIBIT A

## Exhibit "A" – Code of Ordinance Changes

**Sec. 98-3. Compliance and enforcement.**

(h) The following departments and agencies shall be responsible for inspecting and enforcing the respective specifications on the plat approved by the council and the requirements of this chapter concerning the following:

(1) *Public works.* All utilities including electric, water, sewer, gas and cable television; and streets, bridges, and sidewalks. Storm-water drainage inspection shall be performed by the department ~~and review of drainage associated with any plat application shall be reviewed by the county drainage district no. 1.~~

(2) *Building department.* Building structures, electrical, plumbing, surface elevations of structures, U.S. post office collection and delivery easements, surface easements and setback lines, street lighting and poles.

(3) *Building department.* Fire lanes and fire hydrants.

~~(4) *The county drainage district no. 1.* Storm-water drainage and development within regulatory flood plain.~~

**Sec. 98-39. Completeness review.**

(b) ...

(1) Letter of certification, certificate of completeness and subdivisions plat review. After respective certifying departments ~~and agencies, which shall include the county drainage district no. 1,~~ have determined whether the request for letters of certification and required technical data is complete each certifying department shall issue a letter of certification to the director of public works, within 50 days. When a certifying department ~~or agency~~ determines that the proposed plat or any of the required accompanying data does not conform with the requirements of this chapter, the applicant may at his/her option revise any nonconforming aspects. If any data is revised and resubmitted, the certifying department/~~agency~~ shall have up to 50 days from the latest date of submission minus the number of days used for the initial review to issue or deny a letter of certification. In no case shall the certifying department have fewer than ten days to review a resubmittal. Upon receipt of all letters of certification from the respective reviewing departments ~~and agencies~~ the director of public works shall issue a certificate of completeness.

(c) No construction work shall be done on the ground until the final plat has been approved. The developer may at his own risk undertake certain ground excavations for clearing, grading and drainage purposes. Any required permits, ~~including but not limited to a permit from the county drainage district no. 1,~~ shall be issued prior to commencement of work.

**Sec. 98-123. Drainage and storm sewers.**

(b) Sealed engineering design documents, easements, plats, etc., shall be submitted to ~~the Public Works Director. Matagorda County Drainage District No. 1 for review and approval. Matagorda County Drainage District No. 1 approval of major drainageways, detention, and outfalls~~

~~shall be obtained prior to final city approval.~~ A permit from the Texas Committee on Environmental Quality (TCEQ) must also be obtained prior to construction.

- (e) ...
  - (5) The design of major drainageways shall be coordinated and approved by Matagorda County Drainage District No. 1 and the city's director of public works. Outfalls, culverts and drainage ditches will conform to the specifications of the director of public works.

~~Sec. 46-21. Findings of fact.~~

~~(d) The city has had a program for the past several years in connection with the drainage district to improve the drainage in and around the city.~~

~~Sec. 62-5. Gas well permit required.~~

~~(e) No gas well permit shall be issued for any well to be drilled without a showing of compliance with drainage district requirements.~~



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF BAY CITY TO OFFER GROUP HEALTH INSURANCE TO CITY COUNCIL MEMBERS AT CITY COUNCIL MEMBER’S EXPENSE BEGINNING FISCAL YEAR 23-24**

WHEREAS, The City’s Home Rule Charter provides, in part, that [City Council] may offer each Council Member any group health insurance available to full-time City employees at the Council Member’s expense; and,

WHEREAS, it is the desire of City Council to take action to enact this permissive authority for Fiscal Year 23-24 and thereafter until such time as any future City Council takes action to terminate the action taken herein; and,

WHEREAS, it is the desire of City Council to ensure that all expenses related to any City Council Member securing health insurance under this authority reimburse the City for all costs of said insurance, i.e., not at the employee rate as adopted by City Council for employees, but the full cost of said insurance;

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

RESOLVED, the City Council of the City of Bay City by this resolution and by the authority of its Home Rule Charter Section 4.05 hereby authorizes the offering of Group Health Insurance to City Council Members beginning Fiscal Year 23-24 and thereafter until such time as any future City Council takes action to terminate the action taken herein.

RESOLVED, the City Council authorizes the administrative staff of the City of Bay City to include city council as members of its group health insurance pool authorized to enroll and secure health insurance at the City Council Member’s sole expense which is defined as the full cost of said insurance to the City, not including any administrative fees.

APPROVED and ADOPTED at a duly called meeting of the City of Bay City City Council on this 8<sup>th</sup> day of August, 2023.

City of Bay City, Texas

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Jeanna Thompson, City Secretary

~ DISCUSS, CONSIDER, AND/OR APPROVE VARIOUS EQUIPMENT TO BE FUNDED BY THE AMERICAN RESCUE PLAN FUNDS AND AUTHORIZE STAFF TO PROCEED WITH PROCUREMENT



## EXECUTIVE SUMMARY

### AMERICAN RESCUE PLAN ACT PROJECT- EQUIPMENT

**BACKGROUND:** The American Rescue Plan (ARP) Act of 2021 – the latest COVID-19 stimulus package - became law on March 11, 2021. (1.9 trillion economic stimulus bill)

The City of Bay City received \$ 4,353,513.57 from the US Treasury as allocated in the American Rescue Plan (ARP) Act.

ARPA requires **OBLIGATION** of all funds by 12-31-2024 and all projects are to be **COMPLETED** by 12-31-2026.

**FINANCIAL IMPACT:** The list below is an estimate only and due to inflation, the cost may be higher.

**RECOMMENDATION:** Recommend City Council to approve staff to begin the federal procurement process for the equipment listed below. (Most will be through competitive bidding since >\$50,000)

DEPT. #	DEPARTMENT	DESCRIPTION	QTY	COST
150	Police	Police Units	4	284,000*
175	Street & Bridge	Smooth Drum Roller	1	120,000*
175	Street & Bridge	Sheep Foot Roller	1	100,000*
175	Street & Bridge	Pneumatic Roller	1	140,000*
175	Street & Bridge	Flat Bed Truck	1	85,000*
<b>*Estimated Cost of Equipment</b>				<b>\$729,000</b>

Summary Budget Calendar

Date	Activity	Responsible Party
Jan-May	Goal Visioning Workshops Develop/Adopt Strategic Priorities	City Council, City Manager Department Heads
March-April	Capital Planning	City Manager, Department Heads
April-May	Mailing of notices of appraised value	Matagorda County Appraisal District
May 9	<b>Regular Workshop – 5:00 PM</b> <b>Regular Council Meeting</b>	City Council, City Manager Department Heads
<b>May 16</b>	<b>Budget Workshop – Goal Visioning- 5:00 PM</b>	City Council, City Manager Department Heads
May 19	Turn in budget package to Finance Director	Department Heads
May 23	<b>Budget Workshop – Goal Visioning- 4:30 PM</b> <b>Regular Council Meeting</b>	City Council, City Manager Department Heads
June 8-16	Budget review with Department Heads	City Manager, Finance Director Department Heads
June 13	<b>Budget Workshop- Open- 5:00 PM</b> <b>Regular Council Meeting</b> -Approve Strategic Plan (City Council Goals)	City Council, City Manager Department Heads
<b>June 15</b>	<b>Budget Workshop- Capital Planning – 5:00 PM</b>	City Council, City Manager Department Heads
June 27	<b>Regular City Council Meeting</b>	City Council
July 11	<b>Budget Workshop–<del>BCCDC</del>, Hotel/Motel, Outside Organizations- 4:30 PM</b> <b>Regular Council Meeting</b>	City Council, City Manager Department Heads
<b>July 20</b>	<b>Budget Workshop- 5-year Capital Plan- 5:00 PM</b>	City Council, City Manager Department Heads
July 25	Certification of appraisal roll	Chief Appraiser
July 25	<b>Budget Workshop- <del>Benefits</del>–4:30 PM</b> <b>Regular Meeting</b>	City Council
August 5	Publishes no-new revenue tax rate, etc.	Matagorda County Tax Office
August 8	<b>Budget Workshop- BCCDC &amp; Benefits- 4:30 PM</b> <b>Regular Meeting</b>	City Council, City Manager Department Heads
<b>August 10</b>	<b>Budget Workshop- <del>All Funds</del>- 5:00 PM</b> <b>Utility Rates, WIFIA/TWDB Loan, Other Fees</b>	City Council, City Manager Department Heads
August 13	Last day to file Proposed Budget with City Secretary	Finance Director
<b>August 15</b>	<b>Budget Workshop- 5:00 PM – All Funds (<del>Tentative</del>)</b>	City Council, City Manager Department Heads
<b>August 17</b>	<b>Special Called Meeting/Budget Workshop- 5:00</b> -Discuss tax rate- Propose desired rate -Set Public Hearings on tax rate (if required) -Set Public Hearings on budget & Capital Plan	City Council, City Manager Finance Director
August 22	<b>Regular Meeting</b>	City Council
<b>September 7</b>	<b>Special Called Meeting- 6:00</b> -Public Hearings on budget -Public Hearing on Capital Plan (Charter 10.16) -Public Hearing on tax rate (if required)	City Council
September 12	<b>Regular Council Meeting</b> -Approve Capital Plan -Approval of budget and tax rate ordinance -First and final reading of fee schedule	City Council
October 1	Budget becomes effective	N/A

CHARTER	2008	2011	2014	2021-2023
Parks & Recreation and Airport	Parks & Recreation and Airport	Parks & Recreation and Airport	Parks & Recreation, Library, Main St and Airport	Parks & Recreation and Airport
Finance, Safety, Ins., RMO, and City Hall	Finance, Safety, Ins., RMO, and City Hall	Finance, Safety, Ins., RMO, and City Hall	Finance, Municipal Crt, and Utility Billing	Municipal Court, Code Enforcement, Fire Marshal
Police, Municipal Court, Fire and Fire Marshall	Police, Municipal Court, Fire and Fire Marshall	Police, Municipal Court, Fire, <u>Library</u> , Main St	Police & Fire	City Hall and Records Management
Public Works, Public Utilities, Building/Inspections and Maintenance	Public Works	Municipal Services	Municipal Services and Safety	Finance, Safety and Insurance
	Building/Inspections and Maintenance	Building/Inspections and Maintenance	City Secretary and Human Resources	Police and Fire
				Public Works, Public Utilities, Inspections, and Maintenance

**Section 4.09. - Councilmembers and Administrative Divisions.**

- (b) The City Council may create, change, abolish, or consolidate the Administrative Divisions.
- (d) Each Councilmember shall have equal responsibility for every division in the City regardless of whether he is the designated liaison officer.

2013 the Library became part of the City  
 Main St moved under BCCDC  
 Code Enforcement was part of Building Department, moved to under PD, now stand alone under Fire Marshall  
 No longer have Safety or Insurance - ea dept responsible for safety and finance manages insurance  
 City Secretary and HR were merged in 2012, then seperated in 2017

**Proposed**

Administration	Parks & Rec	Police	Public Works/Utilities	Building Department	Airport
City Secretary	Library	Fire	Streets & Bridges	Code Enforcement	
Human Resources	Tourism	Municipal Court	Maintenance	Planning	
Finance		Animal Control			
Utility Billing					
IT					

Always Mayor	5 Finlay	1 Flores	2 Folse	3 Westmoreland	4 Sitz
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## COUNCIL MEMBER LIAISON RESPONSIBILITY 2023

CURRENT		PROPOSED	
DEPARTMENTS	COUNCIL MEMBERS	DEPARTMENTS	COUNCIL MEMBERS
<i>Parks &amp; Recreation and Airport</i>	Mayor Pro Tem Jim Folse	Administration, City Secretary, Finance, HR, UT Billing, IT	Mayor Robert Nelson
<i>Municipal Court, Code Enforcement, Fire Marshal</i>	Councilman Blayne Finlay	<i>Parks &amp; Recreation, Library, Tourism</i>	Mayor Pro Tem Blayne Finlay
<i>City Hall and Records Management</i>	Mayor Robert Nelson	<i>Police, Fire, Municipal Court, Animal Control</i>	Councilman Benjamin Flores
<i>Finance, Safety and Insurance</i>	Councilwoman Becca Sitz	<i>Building Dept., Planning, Code Enforcement</i>	Councilman Jim Folse
<i>Police and Fire</i>	Councilman Benjamin Flores	<i>Public Works/Utilities, Streets &amp; Bridges, Maintenance</i>	Councilman Brad Westmoreland
<i>Public Works, Public Utilities, Inspections, and Maintenance</i>	Councilman Brad Westmoreland	Airport	Councilwoman Becca Sitz