



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, February 25, 2025 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson

Mayor Pro Tem: Becca Sitz

Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Blayne Finlay

Vision Statement

We envision Bay City as a thriving, family-centered community where our citizens can live, work, worship, and play, while welcoming visitors to experience our beautiful environment and diverse culture.

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."

Councilman Jim Folse

MISSION STATEMENT

The City of Bay City promotes economic growth and invests in quality-of-life initiatives through collaboration. We respond promptly and professionally to residents' concerns and strive to deliver superior municipal services.

Councilman Jim Folse

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 place the item on an agenda for a subsequent meeting.

AWARDS AND PROCLAMATIONS

1. **Presentation ~ "That Mexican OT Day" Proclamation**

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

2. **Regular Council Meeting minutes of January 28, 2025.**
3. **Ratify a Resolution to include grant matching funding of 75%/25% of the "Body Camera Update Project" grant application under the Office of the Governor Public Safety Office.** Lt. Chris Hadash
4. **Election Contract between the City of Bay City, Texas and Matagorda County for General and Special Elections to be held May 3, 2025.** Jeanna Thompson, City Secretary
5. **Development Agreement between the City of Bay City, Texas and Marguerite Meadows, LLC as recommended by the TIRZ #3 Board.** Scotty Jones, City Manager

DEPARTMENT REPORTS

6. **Presentation ~ Public Works Report**

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

7. **Appointment ~ Discuss, consider, and/or approve the appointment of Henry Perez III to the Main Street Board.** Robert K. Nelson, Mayor
8. **Resolution ~ Discuss, consider and/or approve a resolution authorizing the submission of an application to the Texas General Land Office for funding under the Resilient Communities Program (RCP) for the development and adoption of a Comprehensive Plan and authorizing the Mayor or City Manager to execute all necessary documents related to this application and implementation of the funded project.** Gabriel Lopez, Engineering Tech.
9. **Presentation ~ Discuss proposed new development of Meadow Lake Subdivision.** Jessica Russell, BCCDC Executive Director
10. **Planning ~ Discuss proposed timeline options for the Meadow Lake Subdivision (Proposed PID #2) and provide staff direction.** Scotty Jones, City Manager
11. **Committee ~ Discuss, consider, and/or approve the creation of an Efficiency Task Force Committee and provide staff direction.** Becca Sitz, Mayor Pro Tem

CLOSED / EXECUTIVE SESSION**RECONVENE AND ACTION****ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER**

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, February 21, 2025 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

PROCLAMATION

OFFICE OF THE MAYOR CITY OF BAY CITY, TEXAS

- WHEREAS:** That Mexican OT has emerged as one of the most influential and talented rap artists of our time, skillfully blending diverse cultural influences and representing the voice of a new generation; and
- WHEREAS:** His unique sound, impactful lyrics, and powerful storytelling have captivated audiences worldwide, creating a lasting impact on the music industry and inspiring countless fans to embrace their individuality and cultural heritage; and
- WHEREAS:** That Mexican OT continues to represent his hometown of Bay City, Texas, which he loves and appreciates dearly, putting Bay City on the map and showcasing his deep connection to his roots, serving as a source of pride for his community; and
- WHEREAS:** He connects with people of all ages, standing as an artist who is truly for the people, creating a bridge that unites diverse audiences through his relatable messages and passion for the craft; and
- WHEREAS:** That Mexican OT has redefined the hip-hop fashion landscape by making it cool to wear cowboy boots and cowboy hats while listening to rap, fusing elements of Southern culture with the genre in a way that is authentic, bold, and revolutionary; and
- WHEREAS:** His dedication, passion, and authenticity have set a new standard for excellence in hip-hop, demonstrating that hard work and staying true to one's roots can lead to extraordinary success; and
- WHEREAS:** Through his music, That Mexican OT has bridged cultural gaps and celebrated his heritage, serving as an ambassador of Mexican culture and helping to elevate the visibility and recognition of Latinx artists in the rap genre; and
- WHEREAS:** His journey from humble beginnings to rap superstardom serves as a testament to the power of perseverance, creativity, and resilience, and stands as an inspiration to all those who strive to achieve their dreams.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert K. Nelson, Mayor of the City of Bay City, Texas do hereby proclaim February 25, 2025, as rap superstar and trailblazer

“THAT MEXICAN OT DAY”

Be it further proclaimed that we honor and celebrate That Mexican OT for his outstanding contributions to the world of hip-hop, his unwavering commitment to his craft, his deep appreciation for his hometown, and his role as a cultural icon who continues to push boundaries and elevate the voices of the underrepresented.

This proclamation serves as a recognition of That Mexican OT's exceptional talent, his impact on the global music landscape, his pioneering influence in merging rap with Southern style, and his ongoing efforts to empower and uplift others through his artistry.

Robert K. Nelson, Mayor

ATTEST:

Jeanna Thompson, City Secretary





CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, January 28, 2025 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson

Mayor Pro Tem: Becca Sitz

Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Blayne Finlay

Vision Statement

We envision Bay City as a thriving, family-centered community where our citizens can live, work, worship, and play, while welcoming visitors to experience our beautiful environment and diverse culture.

MINUTES

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 6:05 PM.

PRESENT:

Mayor Robert K. Nelson

Mayor Pro Tem Becca Sitz

Council Member Benjamin Flores

Council Member Jim Folse

Council Member Bradley Westmoreland

Council Member Blayne Finlay

INVOCATION & PLEDGE

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

Council Member Blayne Finlay

MISSION STATEMENT

The City of Bay City promotes economic growth and invests in quality-of-life initiatives through collaboration. We respond promptly and professionally to residents' concerns and strive to deliver superior municipal services.

Council Member Blayne Finlay

APPROVAL OF AGENDA

Motion made by Council Member Westmoreland to approve the agenda. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

PUBLIC COMMENTS

Allison Sliva (42 Valhalla) thanked the council and mayor for serving the public. She voiced her concern about the proposed changes to the city charter on the agenda. Ms. Sliva asked why there was no charter review commission and why it wasn't presented to the public. She stated it appears as council wants to change the City Manager residency requirement part of the charter to accommodate the current city manager. After reviewing the past minutes, Ms. Sliva concluded that there was little to no discussion about conducting a search for a new City Manager. The way the proposed charter revisions are being handled appears to be a patterned decrease in transparency in city operations. She noticed more and more executive sessions and fewer open discussions. In the last six months of the minutes she didn't see where a vote was taken on appointments. She asked if council voted on staff changes.

Mike Griffith (42 Valhalla) served on the 2012 charter review commission as chairman and spent countless hours in meetings gathering public input to design proposed reviews to the charter. The previous 2012 and 2018 charter review boards had discussions about the city manager residency requirements. In 2012 the City Manager residency proposal failed to pass. The 2012 measure stated they live within the county, but in 2018 it was proposed differently. He also believes the city council should hold public input meetings before placing any item on the ballot and before proposing language for the changes. He is opposed to the current process.

Tina Israel provided the Main Street Camo Fest update and thanked volunteers and staff for their time, hard work, and support. It was a beautiful day and great time.

ACKNOWLEDGEMENT FROM CITY MANAGER

City Manager, Scotty Jones announced the city has some staff that were named leaders under 40 - Jose Soto from the Police Department, Adeline Elsworth with the Library, Jennifer Leverette from Finance, Ashley Talasek from the CDC. Awards will be given on February 13th. Ms. Jones congratulated Amanda Garcia from the Library for securing a \$15,000 grant for Save the Children for Community art classes. She then mentioned city events and encouraged the community to attend. Ms. Jones gave a shout-out to Tina Israel for the excellent job and success of the Camo Fest event.

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

Council Member Brad Westmoreland congratulated Tina Israel on the success of Camo Fest. She did a wonderful job and it was a great event. Council Member Jim Folse would like an update on the public safety building and announced Los Cucos is supposed to open February 6th. Council Member Blayne Finlay mentioned how Camo Fest was a great event, then asked about the status of the traffic lights. Tropical Fish Haven needs lumber removed from the front of the building, he noticed it was still there and wanted it gone before Camo Fest. Old Van Vleck Road is looking good thanks to Public Works. The pothole on Helen is completed. He acknowledged the crew that worked around the clock during the freeze, for a job well done. Mayor Pro Tem Sitz mentioned there are some Christmas decorations still up. Council Member Brad Westmoreland stated cars parked in front of Fit For Life are sticking out in the far right lane of traffic. Public Works Director, Herb Blomquist stated "no parking" signs just went up. Council Member Benjamin Flores announced tomorrow is the lunar new year and a happy birthday to Detective Navarro. Mr. Flores commented that he was invited to the Martin Luther King memorial last week and thanked Donnie Stone for that invitation. He mentioned the U-Haul facility on Hamman and highway 60 put up a new sign. Mr. Flores would like to know if the bridge will be down during the three-day TX Dot construction work and for how long.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. **Regular Council Meeting Minutes of January 14, 2025.**

Motion made by Council Member Finlay to approve the Regular Council Meeting Minutes of January 14, 2025. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse. Motion carried.

DEPARTMENT REPORTS

2. Parks & Recreation Department report.

Kelly Penewitt, Parks & Recreation Manager, presented the updated Parks and Recreation report and spoke about upcoming events. Council Member Westmoreland asked if the city could look at the condition of the bleachers and dugouts before the leagues start up. Ms. Penewitt said there's funding to look into that. Council Member Folse asked when LeTulle Park phase 2 is set for. Public Works Director, Herb Blomquist replied that it is set for this year. Mayor Pro Tem, Sitz asked when the next Parks advisory board meeting is. Ms. Penewitt replied there are none scheduled right now but they are working on scheduling meetings once per quarter and they will be posted, but they need more board members.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

3. Resolution ~ Discuss, consider, and/or approve a resolution creating Keep Bay City Beautiful an affiliate of Keep Texas Beautiful and the Keep Bay City Beautiful Committee under the Parks and Recreation Department as a committee of the Parks and Recreation Advisory Board. Kelly Penewitt, Parks & Recreation Manager

Motion made by Council Member Flores to approve the resolution creating Keep Bay City Beautiful an affiliate of Keep Texas beautiful and the Keep Bay City Beautiful Committee under the Parks and Recreation Department as a committee of the Parks and Recreation Advisory Board. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finaly. Motion carried.

4. Resolution ~ Discuss, consider, and/ or approve a Resolution of the City of Bay City, Texas approving the submission of the "Project Fleet" grant application under the Office of the Governor Public Safety Office.

Police Detective, Aubree Navarro stated the grant is for the fiscal year 2025-2026 and would start October 2025, covering the cost of two fully outfitted patrol units at 100%.

Motion made by Council Member Westmoreland to approve a resolution of the City of Bay City, Texas approving the submission of the "Project Fleet" grant application under the Office of the Governor Public Safety Office. Seconded by Council Member Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

5. Resolution ~ Discuss, consider, and/ or approve a Resolution of the City of Bay City, Texas approving the submission of the "Project Tech Upgrade" grant application under the Office of the Governor Public Safety Office.

Police Detective, Aubree Navarro stated this grant will be 100% funded, covering the cost of two additional Axon cameras for the interview rooms and two 40-50 inch television monitors used in conjunction with the first arriving digital dashboard system for internal police department messaging and notifications, as well as 10 peacemaker digital tickets writers and portable citation printers. The total cost is around \$120,000. Acceptance is not guaranteed. The applications are graded by HGAC and acceptance depends on the grade.

Motion made by Council Member Folse to approve a Resolution of the City of Bay City, Texas approving the submission of the "Project Tech Upgrade" grant application under the office of the Governor Public Safety Office. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

6. Bids ~ Discuss, consider, and/ or approve the formal cancellation of the RFQ and RFP for engineering and grant administration services for the 2025 TXDOT Transportation Alternatives (TA) Program.

Gabriel Lopez, Engineering Tech, stated TXDOT will be taking on the project themselves.

Motion made by Council Member Finlay to approve the formal cancellation of the RFQ and RFP for engineering and grant administration services for the 2025 TXDOT Transportation Alternatives (TA) Program. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

7. Contract ~ Discuss, consider, and/ or approve awarding a contract for Construction Manager-at-Risk (CMAR) Services for the Public Safety Center Project, based on the evaluation of proposals received through a competitive request for proposals (RFP process, and authorize the Mayor or City Manager to execute all necessary documents.

Gabriel Lopez, Engineering Tech, explained what a CMAR is. Weaver & Jacobs was chosen as the best construction managing firm for the job. BCISD has worked with them in the past on several school projects in town. They are based out of Cuero.

Motion made by Council Member Finlay to approve awarding a contract for Construction Manager-at-Risk (CMAR) Services for the Public Safety Center Project, based on the evaluation of proposals on the evaluation of proposals received through a competitive request for proposals (RFP) process, and authorize the Mayor or City Manager to execute all necessary documents. Seconded by Council Member Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Flores, Council Member Westmoreland, Council Member Finlay. Motion carried.

8. Report ~ Discuss, consider, and/or approve the City's Quarterly Financial and Investment Report for quarter ending December 31, 2024. Jennifer Leverett, Finance Manager

Council Member Westmoreland, Council Member Finlay and Council Member Flores remarked on the thoroughness and good job on the finances and the transparency.

Motion made by Council Member Westmoreland to approve the City's Quarterly Financial and Investment Report for quarter ending on December 31, 2024. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

9. **Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment of Becca Sitz and the re-appointment of William Cornman and Craig Hlavinka to the board of directors to Reinvestment Zone Number One (1), City of Bay City, Texas.** Robert K. Nelson, Mayor

Motion made by Council Member Finlay to approve a Resolution of the City Council of the City of Bay City, Texas recognizing the appointment of Becca Sitz and the re-appointment of William Cornman and Craig Hlavinka to the board of directors to Reinvestment Zone Number One (1), City of Bay City, Texas. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

10. **Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment of Becca Sitz and the re-appointment of William Cornman and Craig Hlavinka to the board of directors to Reinvestment Zone Number Two (2), City of Bay City, Texas.** Robert K. Nelson, Mayor

Motion made by Council Member Finlay to approve a Resolution of the City Council of the City of Bay City, Texas recognizing the appointment of Becca Sitz and the re-appointment of William Cornman and Craig Hlavinka to the board of directors to Reinvestment Zone Number Two (2), City of Bay City, Texas. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

11. **Resolution ~ Discuss, consider, and/or approve a resolution of the City council of the City of Bay City, Texas recognizing the appointment of Becca Sitz and the re-appointment of DC Dunham to the board of directors to Reinvestment Zone Number Three (3), City of Bay City, Texas.** Robert K. Nelson, Mayor

Motion made by Council Member Folse to approve a Resolution of the City Council of the City of Bay City, Texas recognizing the appointment Becca Sitz and re-appointment of DC Dunham to the board of directors to Reinvestment Zone Number Three (3), City of Bay City, Texas. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

12. **Property ~ Discuss, consider, and/ or approve a declaration of unusable equipment, supplies, and materials as surplus and authorize staff to sell said surplus equipment, supplies, and materials through the use of an online auction or other means.**

Jeanna Thompson, City Secretary, stated the property in discussion is the IT vehicle. According to City mechanics the ABS module cannot be replaced and is obsolete. This is a safety issue, and the plan is to auction the vehicle. It has already been replaced.

Motion made by Council Member Westmoreland to approve a declaration of unusable equipment, supplies, and materials as surplus and authorize staff to sell said surplus equipment, supplies, and materials through the use of an online auction or other means. Seconded by Mayor Pro Tem Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. Motion carried.

13. **Ordinance ~ Discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas ordering a General Municipal Election to be held on May 3, 2025; authorizing the Mayor, or designee, to enter into an agreement with Matagorda County to conduct the General Municipal Election of behalf of the city of Bay City; designating the places of and manner of holding the election; providing for the posting and publication of notice; providing a savings clause; providing an open meetings cluse; and providing an effective date.**

Jeanna Thompson, City Secretary, informed council this ordinance is for the General Election for candidates. Ms. Thompson stated she expects to have the contract from the County by the next meeting.

Motion made by Mayor Pro Tem Sitz to approve an ordinance of the City Council of the City of Bay City, Texas ordering a General Municipal Election to be held on May 3, 2025; authorizing the Mayor, or designee, to enter into an agreement with Matagorda County to conduct the General Municipal Election on behalf of the City of Bay City; designating the places of and manner of holding the election; providing for the posting and publication of notice; providing a savings clause; providing an open meetings clause; and providing an effective date. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Sitz, Council Member Flores, Council Member Folse, Council Member Westmoreland, Council Member Finlay. A poll was taken. Motion carried.

14. **Charter ~ Discuss, consider, and/or approve proposed propositions to the City of Bay City Charter.**

Anne Marie Odefey, City Attorney, spoke of the last charter election that was in 2018. The board went forward with 30 propositions, her recommendation was to narrow it to three propositions. The three propositions were to change the council terms to three years, to change to City Manager/ council form of government and to change the charter commission requirement. All three passed and were adopted by the end of 2019. Proposition C and D are all based on data from the 2018 charter commission and review. A lot of time and legal work is behind that data. Proposition A is to fix what came out of the last election when the City went to three-year terms. Proposition B is to have more flexibility and efficiency for council while the City is growing, to have one meeting a month. Propositions C and D are just a pickup from 2018. Proposition C is to deal with legal issues, pulling out junk and cleaning up repeat of state law. It is not efficient. Proposition D is a cleanup of changing to city manager form of government. It ranks a city into an administrative department, not all department heads need to come to council for approval. These propositions will go on the ballot and measures will be adopted under the propositions.

15. **Ordinance ~ An ordinance of the City Council of the City of Bay City, Texas, ordering a special election to be held within the city, on May 3, 2025, for the purpose of amendments to the Bay City Home Rule Charter; making provisions for conducting the election; and authorizing a contract with Matagorda County to furnish election services and equipment; providing for severability and the repeal of conflicting ordinances; and providing an effective date.** Robert K. Nelson, Mayor

Items 14 and 15 were tabled on the recommendation of City Attorney, Ann Marie Odefey, to wait until the next meeting and invite public comment on the matters. It was requested that these items be published in both local newspapers.
Motion made by Council Member Folse to postpone these items until the February 11th meeting and review them individually. Council Member Flores seconded.

CLOSED / EXECUTIVE SESSION

There was no Executive Session.

RECONVENE AND ACTION

ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER

Council Member Benjamin Flores mentioned the county experienced a cyber-attack and the City is making sure we are equipped and prepared. Council Member Blayne Finlay thanked the public for coming and speaking their voice. Mayor Pro Tem Sitz asked for a vacant buildings report and mentioned the efficiency committee that was brought up last meeting and how that it is coming along. She also thanked council and the public for letting her serve on the TIRZ board.

ADJOURNMENT

The meeting was adjourned at 8:10 p.m.

PASSED AND APPROVED, this 25th day of February, 2025.

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

JEANNA THOMPSON
CITY SECRETARY



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	2/25/2025	Date Submitted:	2/18/2025
Prepared By:	Lt. Chris Hadash	Presented By <i>(if different)</i>	
Department:	Police	Type of Agenda Item:	Consent

ITEM TITLE: Body Camera Update Project

AGENDA LANGUAGE:

Ratify a Resolution to include grant matching funding of 75%/25% of the “Body Camera Update Project” grant application under the Office of the Governor Public Safety Office

EXECUTIVE SUMMARY/BACKGROUND

Revised resolution on the body camera grant from last year. Grantor has requested one that indicates there is a 25% match on the grant.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☐		☐		☐		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

Total Cost = \$42,155
Cost to City = \$10,539
Procurement complete and on budget

RECOMMENDATION: Approve the Resolution to finalize grant payout.

ATTACHMENTS: 2025 Resolution, Previous 2024 Agenda Item Submission and Resolution

Resolution R-2025-008

Whereas, the City of Bay City finds it in the best interest of the citizens of Bay City, that the application for the Office of the Governor Public Safety Office, Criminal Justice Grant, “Body Camera Update Project” be submitted for the 2024-2025 fiscal 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 updated, high quality equipment and technology necessary for performing patrol operations at the highest level possible; and

Whereas, the City of Bay City agrees this project will provide for increased levels of service for the citizens of Bay City and will improve the community’s confidence in the ability of our police officers and department; and

Whereas, the City of Bay City understands that this is a 75%/25% matching grant and the city will be responsible for 25% of the purchase price for the body worn cameras, and 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 Lt. Chris Hadash as the designated Project Director and the Det. A. Navarro as the Grant Writer of the project.

Now Therefore, Be it Resolved that The City of Bay City approves the submission of the “Body Camera Update Project” grant application under the Office of the Governor Public Safety Office.

Passed and approved on this 25th day of February, 2025 by the Bay City Council (ratified).

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

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Grant application: _____



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.

☐ Citizen

☒ City Staff

☐ Council Member

Requestor Name: Chris Hadash

Date Submitted: 01/17/2024

Position Title (If City Staff): Lt.

Council Meeting Date: 01/23/2024

Type of Agenda Item:

☐ Consent Agenda

☐ Presentation

☒ Regular Item for Discussion

☐ Public Hearing

☐ Executive Session

Agenda Wording:

Resolution to apply for "Body Camera Project" grant.

Executive Summary of Item:

If approved, the grant will start October 2025. The application for FY 2024-25 is due mid-February. The grant will provide 75% of the cost of upgrading all body worn cameras and charging stations with the city being responsible for the remaining 25% of the cost. The body worn cameras and docking stations will cost a total of \$42,154.50. This means the grant will cover \$31,615.87 and will make the city responsible for \$10,538.63.

Resolution R-2024-003

Whereas, the City of Bay City finds it in the best interest of the citizens of Bay City, that the application for the Office of the Governor Public Safety Office, Criminal Justice Grant, "Body Camera Update Project" be submitted for the 2024-2025 fiscal 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 updated, high quality equipment and technology necessary for performing patrol operations at the highest level possible; and

Whereas, the City of Bay City agrees this project will provide for increased levels of service for the citizens of Bay City and will improve the community's confidence in the ability of our police officers and department; 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 Lt. 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 "Body Camera Update Project" grant application under the Office of the Governor Public Safety Office.

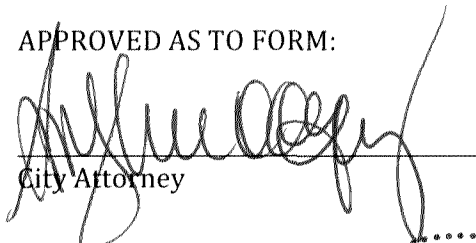
Passed and approved on this 23rd day of January, 2024 by the Bay City Council.


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

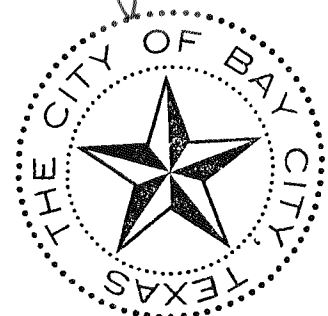
ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

Grant application: _____





AGENDA REQUEST BUSINESS OF THE CITY COUNCIL CITY OF BAY CITY, TEXAS

Meeting Date:	2/25/2025	Date Submitted:	2/18/25
Prepared By:	Jeanna Thompson	Presented By <i>(if different)</i>	Jeanna Thompson
Department:	City Secretary	Type of Agenda Item:	Consent

ITEM TITLE:

AGENDA LANGUAGE:

Election Contract between the City of Bay City, Texas and Matagorda County for General and Special Elections to be held May 3, 2025.

EXECUTIVE SUMMARY/BACKGROUND

General contract for supplies, equipment and services provided by the County Clerk's election division to administer the City election. This is a re-occurring contract with the County.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☐		☐		☐		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

This section should include information such as:

- *Amount Budgeted : \$10,000*
- *Fund / Account : 11-115-4311*

RECOMMENDATION:

ATTACHMENTS: Agenda Item Summary and Election Contract

**2025 GENERAL ELECTION SERVICES
CONTRACT WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF MATAGORDA**

THIS CONTRACT made this ____ day of _____ 2025, by and between **City of Bay City** acting by and through **Mayor Robert Nelson**, address: 1901 5th Street, Bay City, Texas 77414, hereinafter referred to as “City of Bay City”, and **Stephanie Wurtz, County Elections Officer of Matagorda County, Texas** hereinafter referred to as “Contracting Officer”, and by authority of Section 31.092(b), Texas Election Code, for the conduct and supervision of the 2025 Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out:

DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment (*strike out any duties not being performed by the Contracting Officer*):

- (a) Procure and distribute all necessary election supplies.
- (b) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.
- (c) Work with HART to program ballot on behalf of City of Bay City.
- (d) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (e) Publish the legal notice of the date, time and place of the test of the electronic tabulating equipment and conduct such test.
- (f) Be responsible for accumulating votes cast at each of the polling place in accordance with Texas Election Code, Chapter 127.151. The Contracting Officer will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to City of Bay City as soon as possible after all returns have been tabulated. **All participating authorities shall be responsible for the official canvass of their respective elections.**
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the parties responsible for holding the election.

FEES AND GENERAL CONDITIONS

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the City of Bay City for the purposes of contracting with the third parties with respect to the election expenses within the scope of the Contracting Officers duties, and the Contracting Officer is not liable for City of Bay City’s failure to pay a claim.

- (c) The Contracting Officer shall get approval of this Contract from the Commissioner's Court and file a copy in the County's records.
- (d) The Contracting Officer will be responsible to pay the Early Voting judges/clerks, Election Day judges/clerks and the ballot board. The City of Bay City will receive a statement for the costs, as applicable.
- (e) An administrative fee of ten percent (10%) of the total cost of the elections will be charged for overall supervision by the Contracting Officer.
- (f) Only the actual expenses directly attributable to the Contract may be charged including administrative fees (Section 31.100(b), Texas Election Code). The County Elections Officer must submit the actual costs incurred pursuant to this Contract to City of Bay City no later than 60 days after the election.

WITNESS the following signatures and seal:

Date Signed: _____

CITY OF BAY CITY

By:

Mayor Robert K. Nelson

**COUNTY ELECTIONS OFFICER/
COUNTY CLERK**

Date Signed: _____

By:

Stephanie Wurtz, County Clerk

The State of Texas
County of Matagorda

Before me, the undersigned authority, on this day personally appeared ROBERT NELSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this _____ day of _____, 2025.

Notary Public, State of Texas

SEAL

The State of Texas
County of Matagorda

Before me, the undersigned authority, on this day personally appeared STEPHANIE WURTZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this _____ day of _____, 2025.

Notary Public, State of Texas

SEAL



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	2/25/2025	Date Submitted:	2-19-25
Prepared By:	Scotty Jones	Presented By <i>(if different)</i>	
Department:	Administration	Type of Agenda Item:	Consent

ITEM TITLE:

AGENDA LANGUAGE:

Consider approval of the development agreement between the City of Bay City and Marguerite Meadows, LLC for TIRZ #3 as recommended by the TIRZ Board #3.

EXECUTIVE SUMMARY/BACKGROUND

On January 26, 2017, the City Council approved by ordinance the boundaries of TIRZ 3. The boundaries were amended on February 13, 2017, to include a portion of Marguerite Street.

The Council approved the final project and financing plan in May 2024. This agreement has been amended to reflect this final approval and is required prior to any disbursements of funds.

On February 13, 2025, the TIRZ Board recommended approval of the amended TIRZ agreement.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☐		☐		☒		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

The max reimbursement from the TIRZ funds to the developer is \$2,710,000.

RECOMMENDATION: Staff recommends Council approval of the development agreement.

ATTACHMENTS: Amended Development Agreement

Revised February 13, 2025

**AMENDED DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF BAY CITY AND MARGUERITE MEADOW, LLC**

This AMENDED DEVELOPMENT AGREEMENT ("Amended Agreement") is entered into by and between the CITY OF BAY CITY (the "City"), a Texas home rule municipality and MARGUERITE MEADOW, LLC ("Developer"), a Texas limited liability company. The City and Developer may be referred to singularly as "Party" and collectively as the "Parties."

The City and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the City and Developer have entered into this Amended Agreement:

WHEREAS, Developer petitioned the City for the creation of the Reinvestment Zone Number Three, City of Bay City, Texas (the "Zone") in order to be reimbursed for Project Costs incurred in the development of the Project: and

WHEREAS, on January 26, 2017, the City Council of the Bay City, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance 1590 designating a contiguous geographic area within the City as a Reinvestment Zone Number Three, Bay City, Texas (the "Zone"); and

WHEREAS, on February 23, 2017, the City Council of the Bay City, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance 1593 amending Ordinance 1590 designating a contiguous geographic area within the City as a Reinvestment Zone Number Three, Bay City, Texas (the "Zone"); and

WHEREAS, on May 14, 2024, the City Council of Bay City approved Ordinance 1728 adopting a Project Plan and Financing Plan (collectively "TIRZ Plan") for the Zone; and

WHEREAS, the TIF Act authorizes the expenditures of funds derived within a reinvestment zone for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with a project and financing plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined by the TIF Act; and

WHEREAS, Developer is the owner of approximately 20 acres of real property (the "Property") located on the eastern portion of Marguerite Street in the City which it proposes to develop a deed restricted single-family subdivision; and Developer has requested reimbursement for its cost of constructing certain public improvements pursuant to the TIRZ Plan; and

WHEREAS, Developer and City entered into the Original Development Agreement on or about November 2, 2017, prior to the approval of the Project Plan and Financing Plan;

WHEREAS, Developer and City agree that it is necessary to amend the Original Development Agreement to reflect the agreement of the parties following the adoption of the Project Plan and Financing Plan;

WHEREAS, Developer and City agree that this Amended Agreement shall replace in full the Original Development Agreement and the Original Development Agreement shall be null and void from adoption of this Amended Agreement, into the future;

WHEREAS, the City has determined the Project will utilize under-developed and unused property, provide for additional residential opportunities within the City, and produce additional tax revenues for the various taxing units authorized to levy taxes on real property within the Zone; and

WHEREAS, the Zone is intended and needed to provide the financing and management tools to facilitate the development of the Project; therefore, it is understood that absent such tools, the Project would not occur solely through private investment in the foreseeable future, and would not consist of deed restricted single-family subdivision contemplated by the Parties; and

WHEREAS, Developer will construct certain public improvements described on **Exhibit C**, to implement the TIRZ Plan, and the City will reimburse Developer all or a portion of Developer's cost for the public works and public improvements in accordance with this Amended Agreement; and

WHEREAS, pursuant to the TIRZ Plan, certain tax revenues based upon the incremental increase over the base year ("TIF Revenue") will flow into a fund to be administered by the City, known as the TIRZ Fund; also, the City may receive other gifts, grants or other revenue to be accounted for separately from the TIRZ Fund, but used only for duly approved authorized purposes of the Zone;

WHEREAS, the City, after due and careful consideration, has concluded that the development of the Property as provided herein will further the growth of the City, improve the environment of the City, increase the assessed valuation within the City, foster increased economic activity with the City, upgrade public infrastructure serving the Property, and otherwise be in the best interest of the City by furthering the health, safety, and welfare of its residents and taxpayers, and that entering into this Amended Agreement is necessary and convenient to implement the TIRZ Plan and achieve their purposes.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section: Definitions

Amended Agreement means this Amended Agreement and all attachments hereto.

City means the City of Bay City, Texas. In the event the City delegates the administration of the Zone to the Zone Board, City includes the Zone.

Letter of Acceptance means a certificate of the City certifying the completion of a discrete portion of the Public Improvements constructed by or under the supervision of Developer in accordance with this Amended Agreement.

Maximum Reimbursement Amount means **\$2,710,000**. The Developer and the City may revise the Maximum Reimbursement Amount based on changed circumstances concerning the development of the Project.

Original Development Agreement means the Development Agreement entered into the Parties on November 2, 2017.

Phase means any part of the Public Improvements for which, from time to time, Developer elects to submit Plans to the City for approval.

Plans mean the plans, specifications, schedules and related construction contracts for the Public Improvements approved pursuant to the applicable standards and directives of the City and any other applicable governmental entity.

Project means the real estate development for the Property in accordance with the terms of the Project Plan and this Amended Agreement described in **Exhibit B**.

Project Engineer means the licensed engineering firm designated by Developer as Developer's engineer from time to time.

Project Costs mean and include all costs defined as "project costs" in Section 311.002 of the *TIF Act* as now or hereafter provided, incurred in connection with the design, construction, or development of the Public Improvements identified in **Exhibit C**.

Property means approximately 20 acres of real property shown on **Exhibit A**, and any adjacent right-of-way and publicly owned property that Developer acquires or obtains permission to develop.

Public Improvements mean the various improvements to be funded by Developer in support of the Project identified in **Exhibit C**.

Reimbursement means the actual Project Costs of the Public Improvements.

Substantial Completion means the time at which the construction of a Public Improvement (or specified part thereof) has progressed to the point where such Public Improvement (or specified part thereof) is sufficiently complete to be utilized for the purpose for which it is intended, as determined by the City.

TIF Act means the Tax Increment financing Act, Chapter 311 of the Texas Tax Code, as amended.

TIF Revenue means the amount of tax revenue derived from or attributable to the Property and the Project collected as determined pursuant to Section 311.012 of the TIF Act, the Ordinance creating the Zone, and the participation agreements with the other taxing entities and deposited in the TIRZ Fund in accordance with the TIRZ Plan.

TIRZ means the Tax Increment Reinvestment Zone Number 3, City of Bay City created by the City over the Property.

TIRZ Fund means the tax increment fund created by the City pursuant to the TIF Act and the ordinance adopted by the City creating the Zone.

TIRZ Plan means the Reinvestment Zone Project Plan and Financing Plan.

2. Section: Recitals

All of the recitals above are hereby found to be true and are hereby incorporated into this Amended Agreement as if fully set forth herein in their entirety.

3. Section: Project & Financing

Developer shall, at its sole cost and expense, design, construct, and install, within the time frame provided by this Amended Agreement, the Public Improvements. All Public Improvements undertaken by Developer shall be designed, constructed, and installed in a good and workman like manner in accordance with all applicable laws, statutes, ordinances, rules and regulations of the City and any other governmental authority having jurisdiction over the Project. All Public Improvements shall be constructed and installed within existing or future rights-of-way, easements, parks, or City property.

Developer shall submit plans and specification for each Phase of the Public Improvements to the City for review and approval prior to the commencement of construction of any Public Improvement. Such plans and specifications shall be prepared by the Project Engineer and shall be in conformance with City design standards. The City's approval of the plans and specifications shall not be unreasonably withheld, conditioned, or delayed.

Developer shall present a final subdivision plat of the Property for approval by the City in accordance with the City's Code of Ordinances and state law.

Developer shall construct the Public Improvements in such Phases and in such sequences as Developer determines.

Developer shall submit plans for the initial Phase or Public Improvements to the City for approval within twelve (12) months of the Effective Date.

Developer understands and agrees that the cost of the Project, to the extent that the improvements associated with the Project are not public improvements ("Private Improvements") shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the Reimbursements to be made to Developer pursuant to this Amended Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Amended Agreement.

4. Section: Insurance

Developer shall obtain and maintain, or cause its contractors and subcontractors to obtain and maintain, in full force an effect during the time that any Public Improvement is being constructed and installed by Developer under this Amended Agreement insurance coverage in the following amounts:

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days notice of cancellation or material change in coverage
Premises/Operations	Or	

Products/Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

The policies of insurance shall name the City as additional insureds. All policies of insurance must provide waiver of subrogation in favor of the City. All liability policies must be issued by a company with a Certificate of Authority from the Texas Department of Insurance to conduct business in the State of Texas. The issuing company must have a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States.

All insurance policies shall have on their face, or by endorsement, that the insurance company waives any subrogation against the City and it shall give not less than (fifteen) 15 days written notice to the City before the policy is cancelled, materially changed, or non-renewed. Within the (fifteen) 15 day period, Developer shall provide other sufficient policies in lieu of those about to be cancelled, materially changed, or not renewed so as to maintain in effect the required coverage. If Developer fails to comply with these insurance requirements, the City, at its sole discretion, may refuse to release Reimbursements to Developer pursuant to this Amended Agreement until Developer complies with this provision. Developer acknowledges and agrees such a refusal does not constitute a default of this Amended Agreement.

5. Section: No Competitive Bidding

Developer's construction of the Public Improvements does not require competitive bidding pursuant to state law.

6. Section: TIF Participation: Reimbursement of TIF Revenue to Developer

The City shall promptly deposit or cause to be deposited into the TIRZ Fund the TIF Revenues collected with respect to the Property by the City and other taxing entities that participate in the Zone and are received by the City under agreements between the City and such other entities, and to disburse such TIF Revenues so deposited to pay Project Costs for any Phase in an amount equal to the actual Project Costs for each such Phase. The City shall pay Reimbursements to Developer for Public Improvements for any Phase as to which Substantial Completion has occurred on an annual basis on June 1 of each year to the extent of the sums available in the TIRZ Fund for this Zone until the Public Improvements under this Amended

Agreement have been paid in full or until the expiration of this Amended Agreement. The City may not make any additional payments once the total payments under this Amended Agreement equal the Maximum Reimbursement Amount. The Maximum Reimbursement Amount has been established based on the anticipated scope of the Public Improvements based on Developer's current estimate of the cost of the Public Improvements. The cost estimates are estimates only and the actual costs may vary; however, the amount of the Maximum Reimbursement Amount shall not change.

Whenever Developer has completed a Phase of the Public Improvements, Developer shall give written notice to the City, which notice shall be accompanied by (1) the Project Engineer's certification that such Phase of the Public Improvements has been substantially completed in accordance with the plans and specifications and (2) Developer's certification of the Project Costs incurred by Developer in completing the Phase. Developer's certification shall include substantiation of Project Costs in such reasonable detail as the City may reasonably request.

The City shall have the right to inspect the Property during construction.

The City reserves the right, when payments come into the TIRZ Fund, to prepay all or any portion of the Maximum Reimbursement Amount under this Amended Agreement at any given time. If the City obtains any additional funds allowed by law, the City may fully reimburse Developer the existing unpaid balance under this Amended Agreement.

During each fiscal year for the term of this Amended Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to preexisting debts or obligations of the Zone, and (ii) any pre-existing annual expenditures required to be made pursuant to other developer agreements prior in time to this Amended Agreement, listed on Exhibit "D".

7. Section: No automatic acceptance of Public Improvements

No Reimbursement paid to Developer shall be deemed an acceptance by the City of any Public Improvement.

8. Section: Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the City by this Amended Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIRZ Fund and subject to the TIRZ Plan and all other terms of this Amended Agreement and applicable laws. The parties also agree that the net tax increment generated by the zone shall be applies in the following order of priority:

- 1) To reimburse City's costs associated with creation of the zone, updating and/or amending the final project and financing plan in an amount not to exceed \$50,000.
- 2) Developer's project costs as shown in Exhibit C to the extent that it has created tax increment and is not attributable to another Developer.

In the event that there is not sufficient revenue in the TIRZ Fund to timely pay Developer any part of the Reimbursement, the City shall pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the City in the first year in which there is sufficient revenue in the TRZ Fund to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or the City for all or any portion of the Reimbursement. Upon termination of the Zone on December 31, 2037, or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the TIF Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIRZ Fund or due to Developer's failure to meet any condition or obligation under this Amended Agreement for receipt of the Reimbursement shall no longer be considered Project Costs, and any obligation of the City to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Following the completion of a Phase, Developer shall convey the Public Improvements to the City comprising such Phase to the City free and clear of all liens. A conveyance to the City shall be evidenced by a Plat filed for the Project, and by any other instrument which the City may reasonably request, and shall include an assignment of all contractor's warranties and all performance and payment bonds. Prior to the acceptance of such conveyance to the City, Developer shall provide the City with releases from the contractors, subcontractors, and suppliers of materials who have provided labor and materials for the Public Improvements.

This Amended Agreement shall also operate as a Performance Agreement under Section 98-40.1 of the City's Code of Ordinances. Developer hereby guarantees the construction of the Public Improvements. Notwithstanding any other provisions herein, Developer may record an approved plat prior to the completion of the construction of the Public Improvements if Developer provides a guarantee of performance in accordance with Section 98-40.1(1) of the City's Code of Ordinances.

The City shall provide Developer with a Letter of Acceptance upon the City's approval and acceptance of Public Improvements. Until the City accepts a Public Improvement, Developer shall maintain and operate the Public Improvement. The City's issuance of a Letter of Acceptance shall not be unreasonable withheld, delayed, or conditioned.

9. Section: Payment and Performance Bonds

Developer shall, in connection with the construction of the Public Improvements, provide performance and payment bond to ensure completion of the Public Improvements in accordance with the City's Code of Ordinances and Chapter 2253 of the Texas Government Code, as amended, or cause its contractors to provide performance and payment bonds in compliance with the City's Code of Ordinances and Chapter 2253 of the Texas Government Code, as amended.

10. Section: Public Improvements to be Owned by the City

It is the intent and agreement of Developer and the City that the Public Improvements will become property of the City. All land transferred to the City, other than land dedicated to the City on a plat or other dedication, shall be conveyed to the City by a warrant deed. All costs of title insurance and costs associated with closing on the conveyance, if any, shall be borne by Developer. Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, to be acquired and accepted by the City from Developer, for review and approval at least (thirty) 30 calendar days prior to the transfer

of title of a Public Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the land or right-of-way covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvements until Developer has cured such objections to tide to the satisfaction of the City. The failure of Developer to provide a title report acceptable to the City on any Public Improvement shall constitute an event of default under this Amended Agreement. Upon failure of Developer to cure such default within thirty (30) days of receipt of notice from the City, Developer shall refund to the City all Reimbursements received for the cost of such Public Improvement.

11. Section: License to Construct Public Improvement on City Land and Right-of-way

If any Public Improvement is located on City land or right-of-way, the City hereby grants Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance by the City) of the Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise herein shall apply.

12. Section: Right of Offset

The City may, at its option, offset any amounts due and payable to Developer under this Amended Agreement against any debt (including taxes) lawfully due to the City, or any other taxing unit participating in the Zone, from Developer regardless of whether the amount due arises pursuant to the terms of this Amended Agreement or otherwise and regardless of whether the debt in question has been reduced to judgment by a court.

13. Section: Prohibition of Liens

Notwithstanding any delay or failures by the City to make any Reimbursements pursuant to the terms of this Amended Agreement, Developer shall be responsible for assuring no liens or encumbrances are placed on any property upon which any Public Improvements are constructed. Nothing in this Amended Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien or judgment nor limit the remedies available to Developer or the City with respect so long as such delay in performance shall not subject the Public Improvements to foreclosure, forfeiture, or sale.

14. Term and Termination

The Effective Date of this Amended Agreement is the last date approved by all of the Parties. The Effective Date is _____. The term of this Amended Agreement shall begin upon the Effective Date and end upon the earlier of, unless terminated sooner in accordance with the terms of this Amended Agreement:

- (a) the complete performance of all obligations and conditions precedent by the Parties to this Amended Agreement; or
- (b) the expiration of the term of the Zone; provided, however, that the obligation of the City to apply TIF Revenues toward any unpaid part of the Public Improvements shall

survive as to any TIF Revenues accrued but not actually collected until subsequent to the expiration of the term of the Zone.

This Amended Agreement may be terminated by the mutual written consent of the City and Developer, in which event the City may either execute contracts for or perform any remaining work related to the Public Improvements not accepted by the City and use all or any portion of the remaining Reimbursements to pay for the Public Improvements, and Developer shall have no claim or right to any further Reimbursements, except as provided by written consent.

The City may terminate this Amended Agreement upon the occurrence of any of the following events:

- 1) Developer is in default or otherwise breaches its obligations and fails to cure such default in accordance with Section 18 (Events of Default & Remedies); or
- 2) Developer is delinquent in the payment of any tax or assessment related to the Property.

Upon termination, at the option of the City, Developer shall (i) convey to the City title to any and all properties upon which Public Improvements were constructed, in whole or in part, or upon which Public Improvements were intended to be constructed.

Upon termination, the City either may execute contracts for or perform any remaining work related to the Public Improvements not accepted by the City and request and be paid Reimbursements in accordance with the terms of this Amended Agreement. Developer shall be entitled to payment of Reimbursements for any work it has completed up to the date of termination, except as provided by written consent. Developer shall have no claim or right to any further Reimbursements for Public Improvements.

15. Section: Force Majeure

It is expressly understood and agreed by the Parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other Parties, their affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Amended Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such Party was delayed.

16. Section: Indemnity

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY, AND THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSORS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY

DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AMENDED AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AMENDED AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD, OR CITY UNDER TEXAS OR FEDERAL LAW. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AMENDED AGREEMENT.

Nothing in this section may be construed as waiving governmental immunity available under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

17. Section: Determination of Rough Proportionality

Developer agrees that the construction of the Public Improvements is roughly proportional to the need created by the development of the Property, and Developer hereby waives any claim that it may have. Developer further agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said construction and dedication are related both in nature and extent of impact of the development of the Property. Developer waives and releases all claims against the City related to rough proportionality and individual determination requirements mandated by Chapter 212 of the Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the development of the Property.

18. Section: Events of Default & Remedies

A default exists if any Party fails to perform or observe any material covenant contained in this Amended Agreement, including exhibits, which is not otherwise excused under the terms of this Amended Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Amended Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default,

If a default occurs and continues after thirty (30) days' notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. No Party, however, shall pursue remedies against any Party as long as (i) the

defaulting party has commenced to cure such default within the 30 days following notice, and (ii) the defaulting party proceeds in good faith and with due diligence to remedy and correct the default.

19. Section: Access to Books

The City shall, upon reasonable prior written notice to Developer and during normal business hours, have the right to inspect and audit Developer's records, books, and all other relevant records related to the construction of the Public Improvements.

The City shall maintain complete books and records showing all deposits to and disbursements from the TIRZ Fund, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities and in accordance with the TIF Act. Such books and records shall be available for examination by the duly authorized officers and agents of the Developer during normal business hours upon reasonable written notice prior to the date of examination. The City shall maintain such books and records throughout the term of this Amended Agreement and for four years thereafter, subject to the requirements of the TIF Act.

20. Section: No Joint Venture

Nothing contained in this Amended Agreement is intended by the Parties to create a partnership or joint venture among the Parties with respect to this Amended Agreement, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Amended Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of another Party for any purpose whatsoever. No Party assumes any of the liability of any other Party for any acts or obligations.

21. Section: Authority to Contract

Each Party has the full power and authority to enter into and perform this Amended Agreement, and the person signing this Amended Agreement on behalf of a Party has been properly authorized and empowered to enter into this Amended Agreement. The persons executing this Amended Agreement represent that they have authorization to sign on behalf of their respective entity.

22. Section: Venue and Governing Law

This Amended Agreement is performable in Matagorda County, Texas and venue of any action arising out of this Amended Agreement shall be exclusively in a state district court in Matagorda County, Texas.

23. Section: Notices

Any notice required by this Amended Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below. subject to the right of any Party to designate a different address by notice given in the manner just described.

If intended for the City, to:

Mayor
City of Bay City
1901 5th Street
Bay City, Texas 77414

With a copy to:

Anne Marie Odefey, City Attorney Roberts, Odefey, Witte & Wall, LLP
P.O. Box 9 2206 Hwy 35 N
Port Lavaca, Texas 77979

If intended for Developer, to:

Marguerite Meadow, LLC
142 CR 222
Bay City, Texas 77414

24. Section: No Third Party Rights

This Amended Agreement is solely for the benefit of the Parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

25. Section: No Undocumented Works

Developer certifies that to its knowledge it does not and will not knowingly employ any undocumented worker in connection with the construction of the Public Improvements. If after receiving any Reimbursements set forth in this Amended Agreement Developer is convicted under 8 U.S.C. Section 1324a(f) for employing an undocumented worker in connection with the construction of the Public Improvements, Developer shall repay the total amount of the Reimbursement it received plus interest at a rate of the prime rate published in the Wall Street Journal plus two percent (2%) per annum, not later than the 120th day after Developer is convicted of this offense. For the purposes of this section, the Parties deem the date of conviction as the date the City notifies Developer of the violation 8 U.S.C. Section 1324a(f).

26. Section: Severability

In case any one or more of the provisions of this Amended Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof, and this Amended Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Amended Agreement.

27. Section: Counterparts & Signatures

This Amended Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Amended Agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

28. Section: Captions

The captions to the various clauses of this Amended Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Amended Agreement.

29. Section: Successors and Assigns

The terms and conditions of this Amended Agreement are binding upon the successors and assigns of all Parties hereto. Provided, however, Developer shall not assign this Amended Agreement without prior written approval, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, written approval of the City shall not be required for an assignment to an Affiliate of Developer, collateral assignments of the reimbursements to other developers or lenders. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to Developer's financial institution.

30. Section: Limited Rights and Non-waiver

This Amended Agreement is intended only to establish the rights and obligations as among the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Amended Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the City and their respective officials, directors, members, employees, agents, assigns, successors.

31. Section: Construction

The Parties acknowledge that each Party and its counsel have reviewed and revised this Amended Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Amended Agreement or any amendments or exhibits hereto.

32. Section: Entire Agreement

This Amended Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Developer, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Amended Agreement. This Amended Agreement shall not be amended unless executed in writing by the Parties and approved by the governing bodies in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

33. Section: Exhibits

The Parties agree that each and every exhibit that is mentioned in and attached to this Amended Agreement is a material part of this Amended Agreement and each such exhibit is by this reference, incorporated into this Amended Agreement for all purposes as though set forth verbatim here.

34. Section: Agreement Conditioned on Plat Approval

The Parties acknowledge and agree that this Amended Agreement is conditioned on the City's approval of Developer's plat for the Project. In the event the City does not approve a plat for the Project, this Amended Agreement is null and void and has no effect whatsoever.

IN WITNESS WHEREOF, the undersigned have caused this Amended Agreement to be executed in multiple counterparts, each of equal dignity and effect, on behalf of the City and Developer effective as of the Effective Date.

(signatures follow on next page)

PASSED AND APPROVED THIS _____ day of _____, 2025.

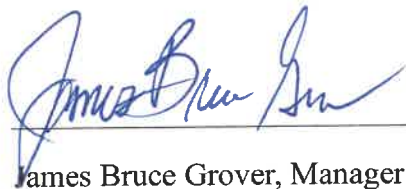
CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST/SEAL

Jeanna Thompson, City Secretary

DEVELOPER



James Bruce Grover, Manager
Marguerite Meadows, LLC

REINVESTMENT ZONE NUMBER THREE,

CITY OF BAY CITY, TEXAS



Jim Folse, Chairman

Exhibit A

The Property

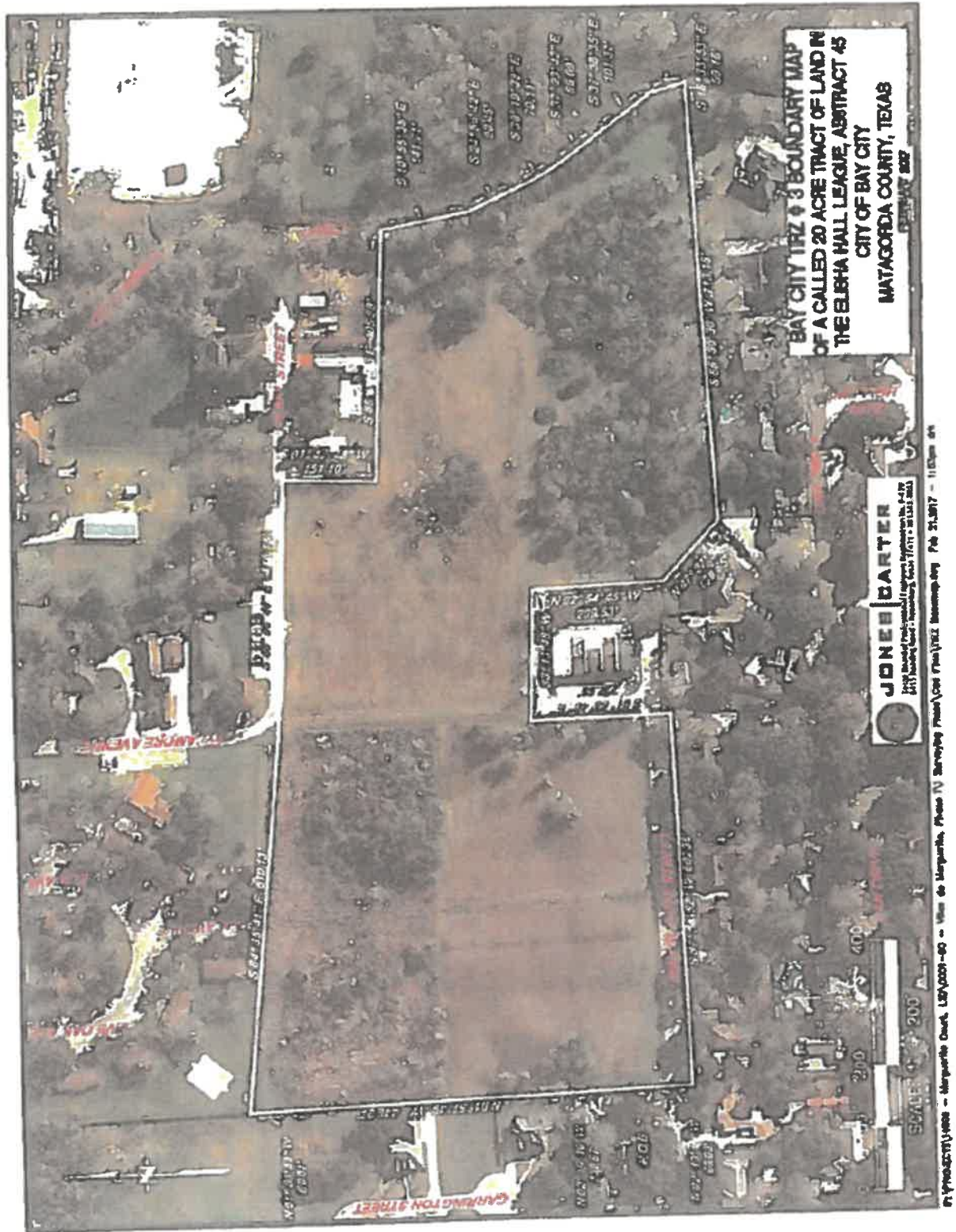


Exhibit B

The Project

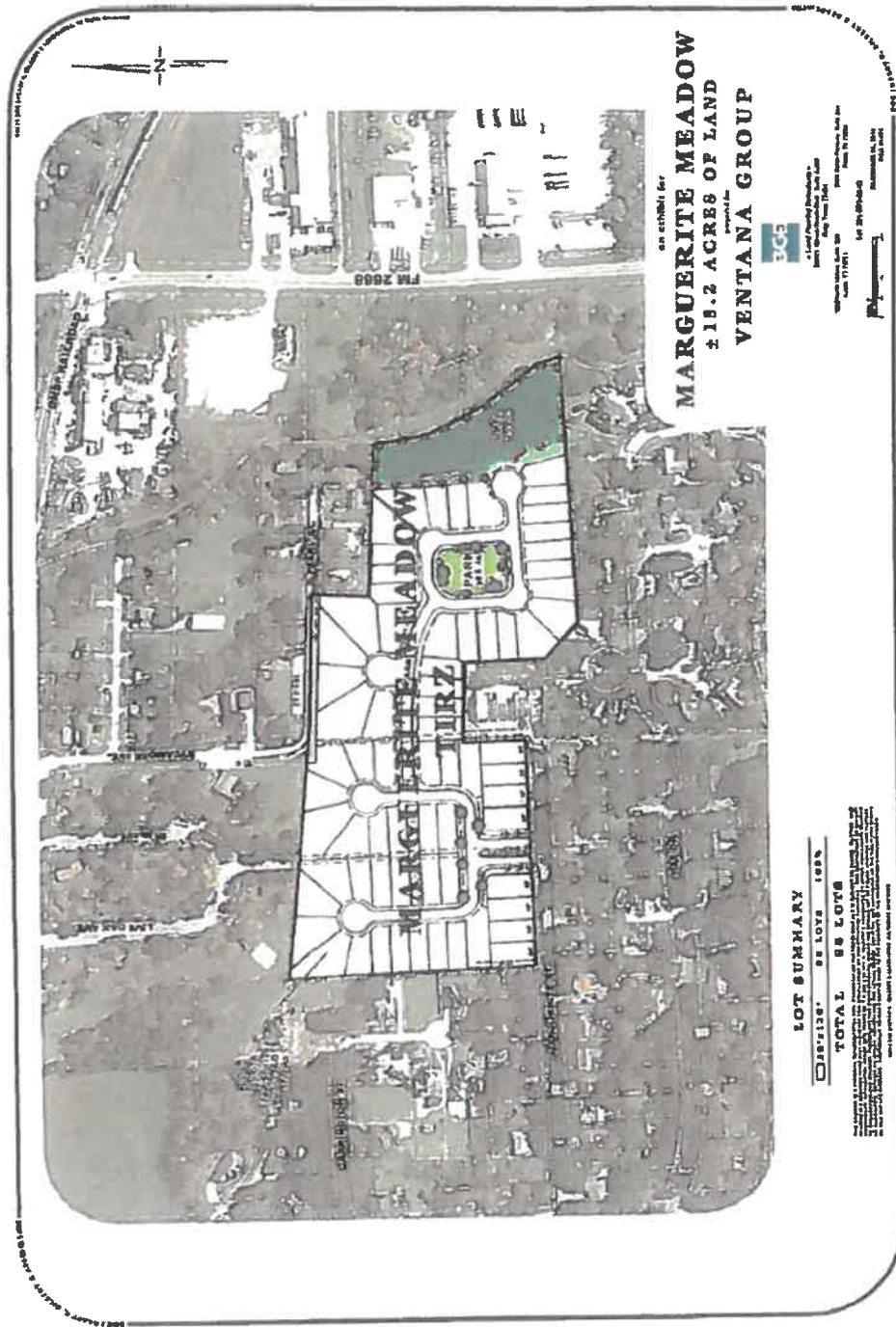


Exhibit C
List/Description of Reimbursable Public Improvements

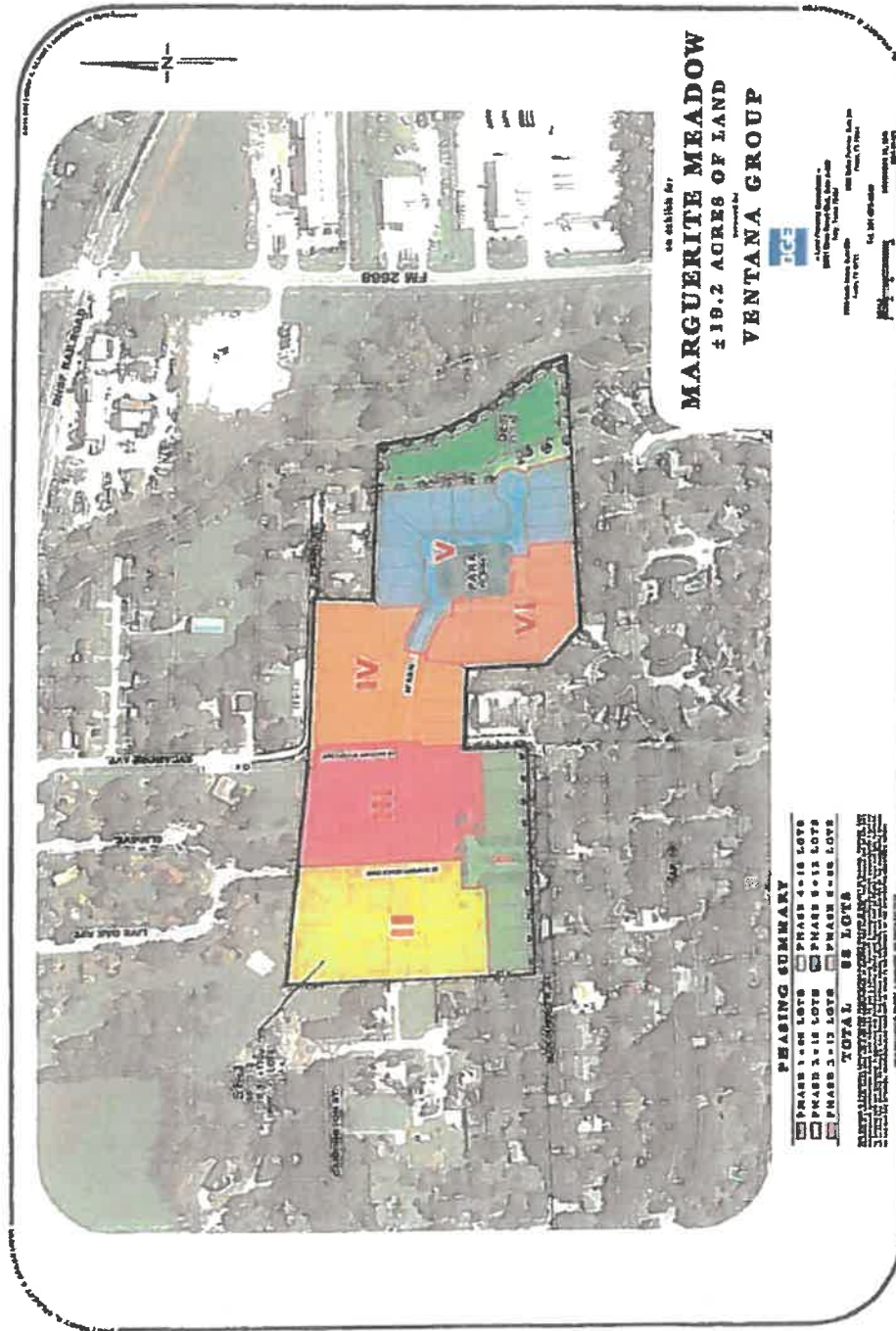
Table A-6

Meadow Oaks Reimbursable Cost from Fund Balance	
Legal	\$1,500.00
Planning	\$33,650.00
Platting Fees	\$3,400.00
Final Plat	\$6,800.00
Site Work	\$73,600.00
Entry Monumentation	\$25,000.00
Landscaping	\$55,000.00
Parks and Trails	\$140,000.00
Fencing	\$73,750.00
Street Lights	\$22,250.00
Water Lines and leads	\$231,045.00
Sanitary Sewer Lines	\$145,500.00
Storm Sewer	\$298,000.00
Detention	\$175,000.00
Street Excavation & Paving	\$591,000.00
Marguerite Asphalt Topping	\$100,000.00
Underground Electrical	\$45,000.00
Lot Staking	\$18,800.00
Construction Management	\$37,808.90
Engineering	\$283,566.75
Contingency	\$283,566.75
Accounting	\$24,000.00
Insurance	\$38,777.40
Total	\$2,707,014.80

TOTAL MAX REIMBURSEMENT- \$2,710,000
BASED ON THE ESTIMATES ABOVE

Note: The City will approve any plans prior to work performed on Marguerite.

Exhibit D Project Completion Schedule



Exhibits:

A - the Property

B - the Project

C - List/Description of Reimbursable Public Improvements

D – Phased Development

PUBLIC WORKS

Department Updates
February 25, 2025

Krystal Mason

Assistant Director of Public Works





CITY OF BAY CITY

Planning & Development Services Division

1217 Avenue J, Bay City, Texas, 77414
(979) 323-1173

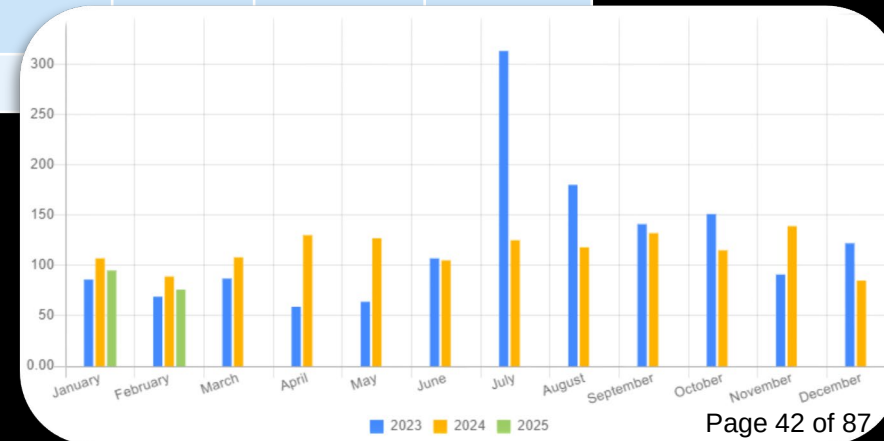


BUILDING DEPARTMENT

	January	February	March	April	May	June	July	August	September	October	November	December
New Residential Construction	22											
Residential Repairs	24											
New Commercial Construction	0											
Commercial Repairs	6											
Business Occupancy	2											
Mobile Home Occupancy	1											
Mechanical	5											
Electrical	14											
Plumbing	18											
Inspections Completed	142											
PROJECT VALUATION	\$7,467,200											

New Permitting Software Installed

- Organizing and Cleanup
- Customer Engagement Available to Contractors in March



DEVELOPMENT UPDATE

RESIDENTIAL SUBDIVISIONS

VALOR PARK

Section 1

- 30 Lots
- Public Improvements Complete
- 28 Building Permits Issued

Section 2

- 184 Lots
- Public Improvements Not Complete
- 10 Building Permits Issued

RUSSELL RANCH

Phase 1

- 192 Lots
- Public Improvements Complete
- 20 Building Permits Issued

MEADOW OAKS

Phase 1

- 22 Lots
- Public Improvements Complete
- 22 Building Permits Issued

Phase 2

- 35 Lots
- No Public Improvements to Date
- No Building Permits Issued

MEADOW LAKE

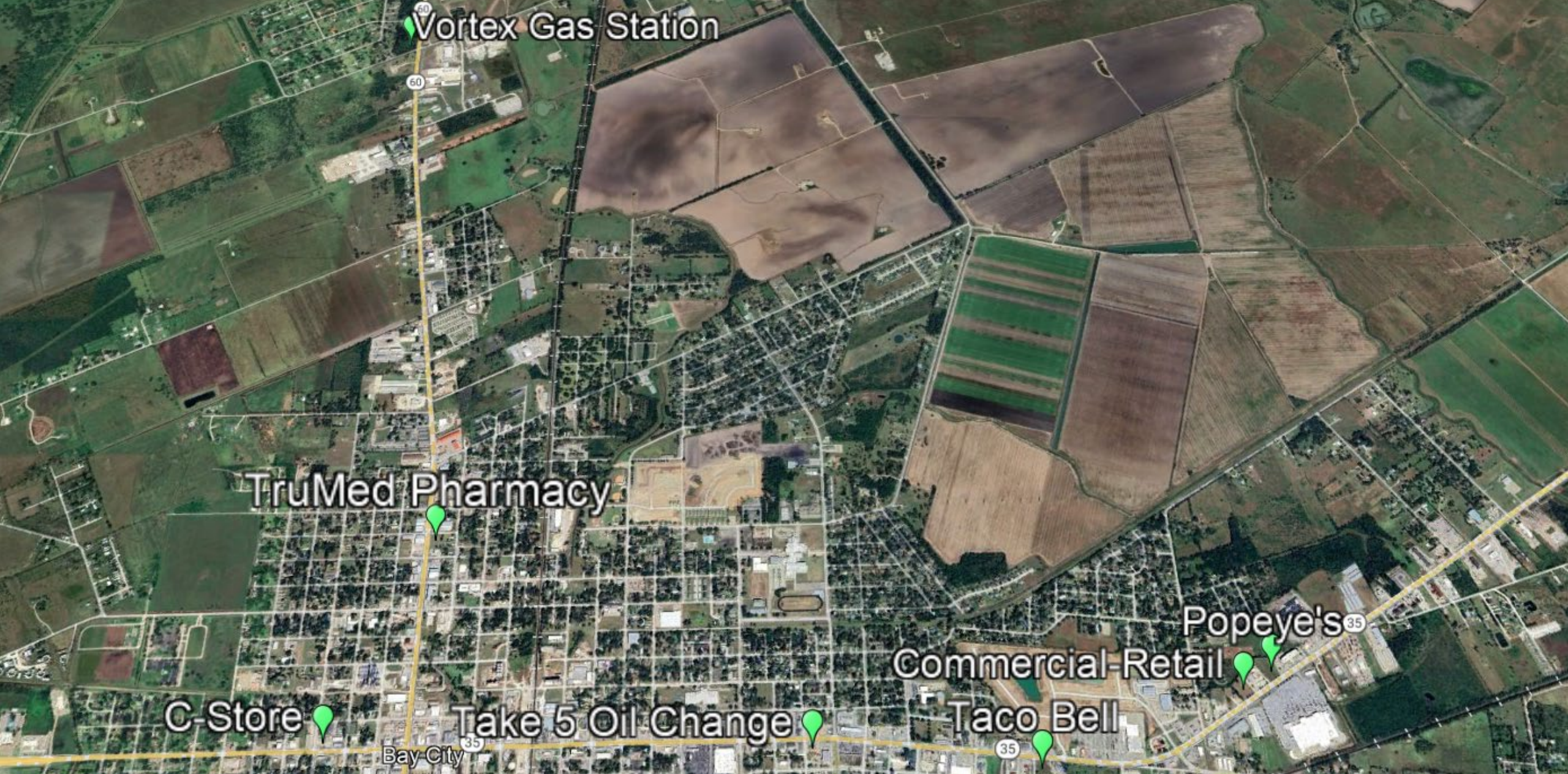
- Located at 12th & Moore
- Proposed 196 Lots
- This is a Phased Development
 - Section 1 is 98 lots
- Drainage Review Complete for Section 1
- TBD Annexation & Development Agreement

SANDHILL (BOLD FOX)

Section 1

- 103 Lots
- No Public Improvements to Date
- No Building Permits Issued





COMMERCIAL DEVELOPMENT



CITY OF BAY CITY
Planning & Development Services Division

1217 Avenue J, Bay City, Texas, 77414
(979) 323-1173



CODE COMPLIANCE DIVISION

- Tall Weeds / Grass (Offensive Conditions)
- Tree Trimming
- Mowing of Easements and Rights-of-Way
- Graffiti
- Signs
- Junk Vehicles
- Stop Work Orders for Working without Building Permit
- Substandard Structures (Demos)
- Vacant Building Ordinance
 - List of Vacant Structures is Being Compiled
 - Notices Issued, Some Registrations Completed
 - Ordinance Revisions Necessary for Ease of Enforcement
 - Red-lined Version Will Be Brought to Council at Next Meeting for Consideration



City of Bay City 2025-2027 Strategic Plan
Goal 1.4 – SAFETY & COMMUNITY APPEARANCE – Improve Curb Appeal

PROJECTS UPDATE

Wastewater System Improvements

WWTP Improvements – CWSRF (TWDB) & Bonds - \$28,775,000

- Project kicked off January 8, 2024
- Sludge Management & Lift Station Buildings Near Complete
- Programming Discussions/Design March 2025
- Currently on day 407 of 912

Del Norte Lift Station Rehabilitation and Force Main Improvements

- Project Estimate: \$660,000
- Funding Source: Operating
- Project Status: Beginning Design

Manhole Maintenance/Replacement

- Surveying Manholes (in-house) Starting in NE Quadrant
- Establishing a Repair List



City of Bay City 2025-2027 Strategic Plan
Goal 3.3 INFRASTRUCTURE – Repair/Replace Aging Infrastructure

PROJECTS UPDATE

Water System Improvements



East Water Treatment Plant – DWSRF (TWDB) – \$11,022,500

- Project kicked off: July 22, 2024
- Currently on day 212 of 636

6th & Ave I Water Treatment Plant – Arsenic Remediation – DWSRF (TWDB) - \$6,225,000

- Project Status: Design Complete
- Plans & Specs Submitted to TWDB & TCEQ
- Mandatory Pre-Bid Meeting Scheduled for March 5th

Mockingbird Water Treatment Plant – Electrical Improvements – DWSRF (TWDB) - \$2,990,000

- Project Status: Design Complete
- Plans & Specs Submitted to TWDB & TCEQ
- Mandatory Pre-Bid Meeting Scheduled for March 5th

5th St Water Main Improvements – DWSRF (TWDB) - \$1,800,000

- Project kicked off: May 2024
- Assessment complete, Staff Reviewing the Technical Memorandum
- Potential Replacement of 3,000 LF Due to Poor Condition, Pipe Wall Thickness <70%

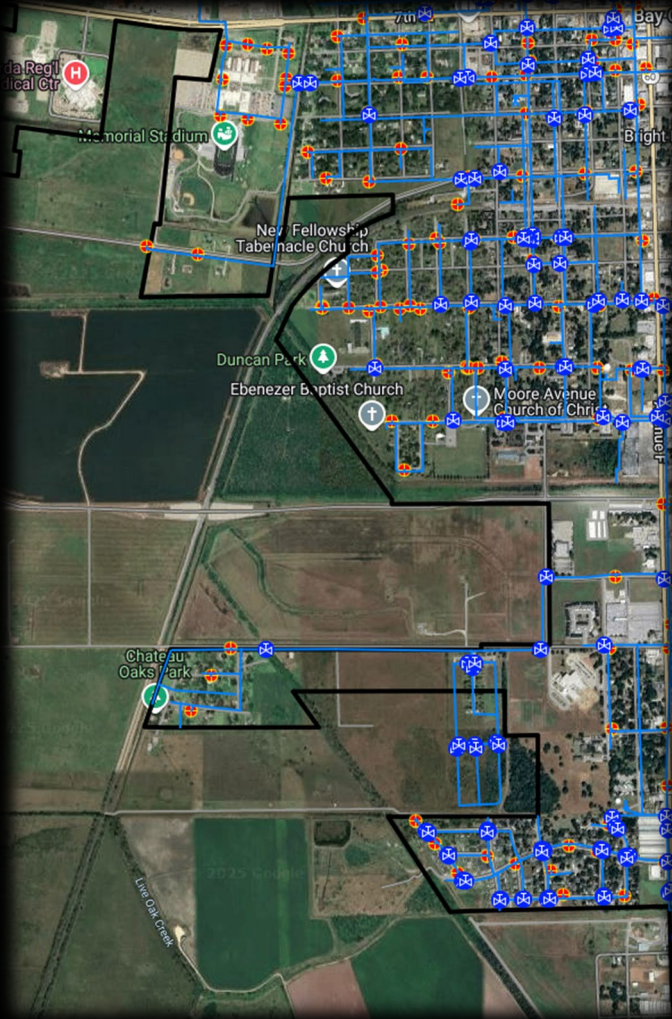
City of Bay City 2025-2027 Strategic Plan

Goal 3.3 INFRASTRUCTURE – Repair/Replace Aging Infrastructure



PROJECTS UPDATE

Water System Improvements



Fire Hydrant Preventative Maintenance Program – Phase I

- Contractor: LSPS Solutions
- Cost of Project: \$49,920
- Project Location: SW Quadrant, South of 7th St – West of Ave F
- Scope of Work: 130 Fire Hydrants - Data Collection, Photograph & Upload Into GIS; Functionality; Sand Blast, Prime & Paint; Perform Flow Tests
- Project kicked off: February 11, 2025

Fire Hydrant Repair/Replacement

- FY 2025 – 5 Hydrants Replaced to Date
- 9 Open Work Orders
- Expect Additional Work Orders as PM Program Progresses
- Prioritize Fire Hydrant Replacements to Stay Within Budget



City of Bay City 2025-2027 Strategic Plan
Goal 1.2 – SAFETY & COMMUNITY APPEARANCE – Fire Hydrant Rehab

PROJECTS UPDATE

Street & Bridge Improvements

Moore Addition Street Reconstruction

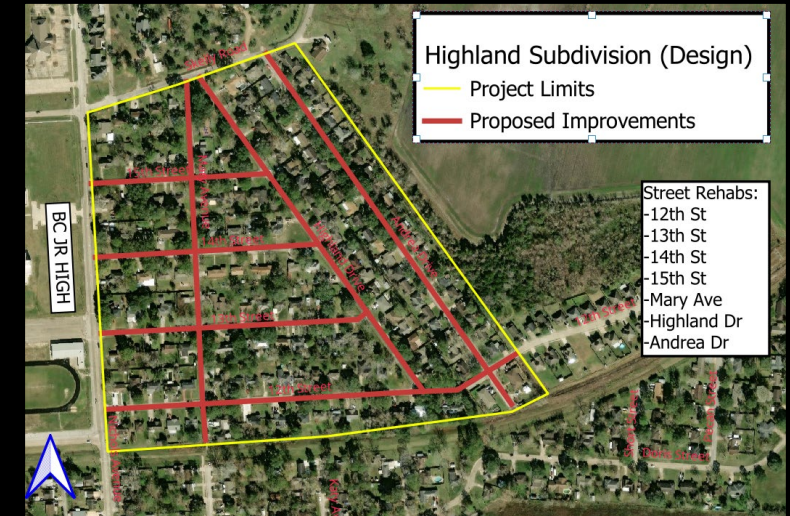
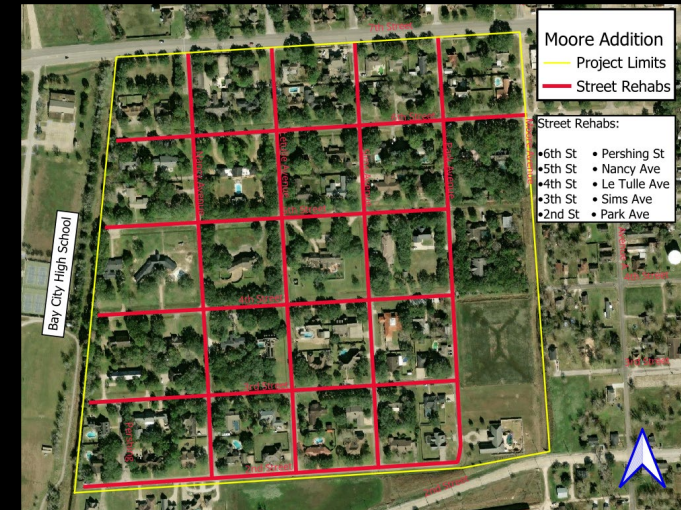
- Funding Source: Bonds
- Project Status: In Design (FY 2024)
- Project Design Cost: \$467,500
- Total Project Cost (includes water & sewer): \$7,830,000
- Projected Construction: FY 2027

Highland Addition Street Reconstruction

- Funding Source: Bonds
- Project Status: Design scheduled to begin FY 2025
- Project Design Cost (estimate): \$410,000
- Total Project Cost (includes water & sewer): \$6,200,000
- Projected Construction: FY 2027

In-House Street Rehab Projects

- Letulle Park
- Old Van Vleck Rd
- Eagles Rd



City of Bay City 2025-2027 Strategic Plan
Goal 3.1 INFRASTRUCTURE – Street Maintenance Plan



PROJECTS UPDATE

Street & Bridge Improvements

TXDOT Bridge Rehabilitation Project - GRANT (IIJA) - \$4,687,000

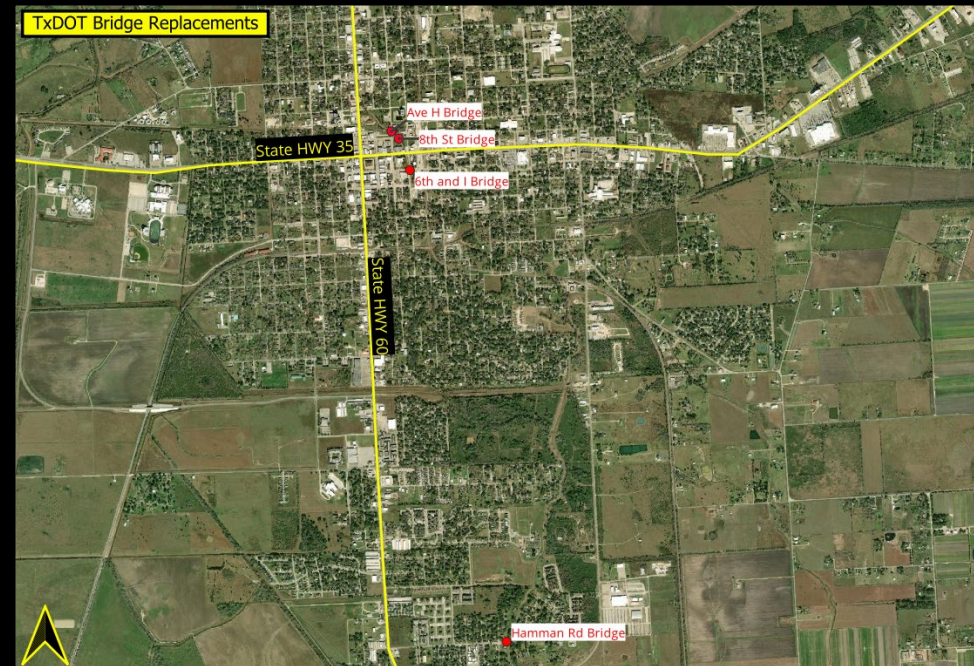
- Locations: Ave H between 10th St & 8th St, 8th St between Ave H & Ave I, Hamman Rd, 6th & Ave I
- Duration of Construction: 6 Months
- Public Notices Will go Out Before Construction Begins
- Projected Let Dates:
 - February 2025 – Ave H / 8th St
 - September 2025 – 6th & Ave I / Hamman Rd

Railroad Quiet Zone Study

- Diagnostic Meeting & Site Visits:
 - October 15th
 - November 21st (UPRR)
- Follow up Meeting on March 3rd to Review Field Diagnostics Results

Sidewalks / Shared-Use Paths – GRANT (TxDOT TA)

- Preparing to Submit Application - Planning



City of Bay City 2025-2027 Strategic Plan
Goal 3.1 INFRASTRUCTURE – Street Maintenance Plan
Goal 3.4 INFRASTRUCTURE - Sidewalk Connectivity Plan



PROJECTS UPDATE

Nile Valley Road

Nile Valley Road Rehabilitation, SH60 to Roberts Rd

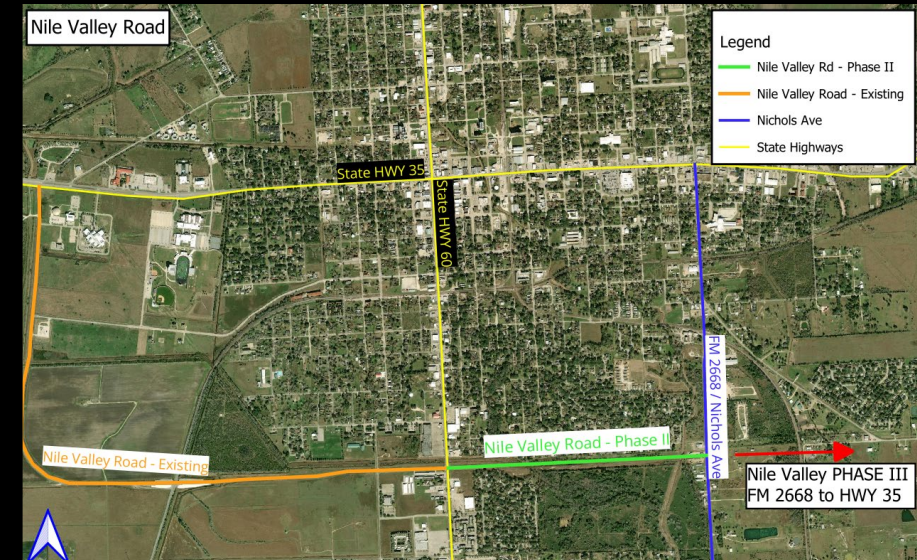
- Project Cost: \$549,549.49 / Funding Source: Certificate of Obligations
- Engineer: CivilCorp
- Contractor: Matagorda Construction & Materials
- Project kicked off: November 25, 2024
- Currently on day 86 of 150

Nile Valley Road Phase II – 30% Design

- SH60 to Nichols Rd
- Project Cost: \$467,500.00
- Project Status: Currently In Design (Engineer: CivilCorp)

Nile Valley Road Phase II - Construction

- SH60 to Nichols Rd
- Project Cost Estimate: \$9,150,000
- Projected Construction: TBD
- Actively Seeking Grants to Fund



PROJECTS UPDATE

Drainage Improvements

Stormwater Management Plan – GRANT (FEMA HMGP) - \$650,000

- Engineer: Freese & Nichols
- Deliverables: Inventory & Digitize Stormwater Infrastructure, Develop Models for Flood Risk Analysis, Identify Flood Mitigation Projects Including Cost Estimates & Phasing Plans
- Project kicked off: January 30, 2025
- Project Status: Surveying and Data Collection in Progress (Tejas Surveying)

Cottonwood Creek Restore Project – GRANT (RESTORE Act) - \$200,000

- Labor & Equipment provided by Matagorda County Drainage District #1
- Project Location: 1st/Ave L, Live Oak @ Cottonwood Creek, Rugeley/Cypress
- Scope of Work: Grading & Bank Stabilization, New Drop Structures & Storm Sewer Pipe
- Projected Status: Application Under Review

Diversion Channel Improvements – GRANT (FEMA HMGP) - \$981,500

- Engineer: Quiddity
- Project Location: Diversion Channel North of Downtown, Colorado River
- Scope of Work: Automate Bar Screen, SCADA, Flap Gates at Colorado River Outfall
- Project Status: Engineering & Design Complete & Currently Under FEMA Review



PROJECTS UPDATE

Drainage Improvements

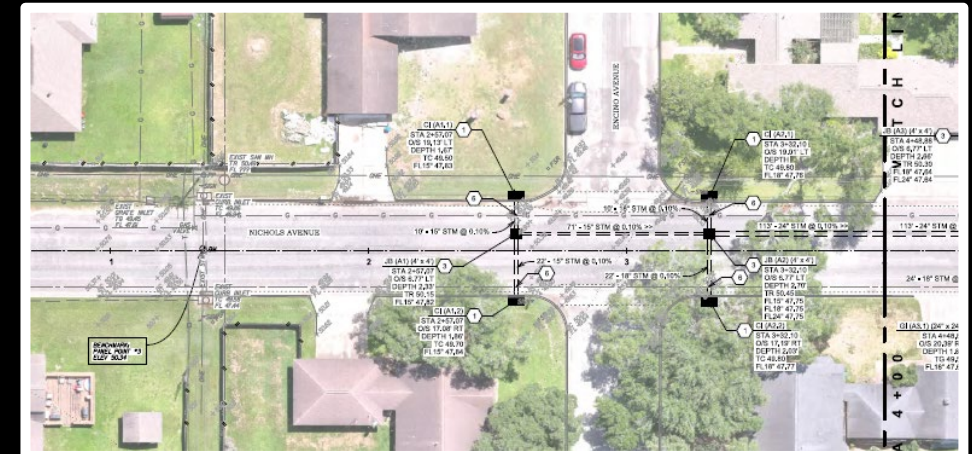
MIT-MOD Drainage Improvements – GRANT (GLO CDBG MIT-MOD) - \$3,189,500

- Project Location: 1) Ave H & 12th St, 2) SW Quadrant – Duncan & Moore
- Scope of Work: Bank Stabilization, Remove/Replace Culverts/Inlets, Grade Ditches
- Project Status: Application Moved into Pre-Contracting Phase. Notice of Award Expected Soon



Del Norte Drainage Improvements – Operating & Possibly Grant - \$636,400

- Project Location: Nichols from Drainage Ditch South of La Vista to Encino
- Scope of Work: Regrading, Install Storm Sewer, Inlets, Junction Boxes, Curb/Gutter
- Project Status: Seeking Grant Funds & Partners to Cover Project Costs



PROJECTS UPDATE

Drainage Improvements

Other Drainage Grants in the Works

- GLO Disaster Recovery Reallocation Program (DRRP) - \$1,800,000
 - Projects: Del Norte Drainage Improvements (Tenie Holmes Drainage, Alternate)
- FEMA PA Excess Funds - \$75,000
 - Projects: May apply to Del Norte Drainage Improvements
- FEMA HMGP DR-4798
 - Eligible Activities: Flood Risk Reduction Projects (App due in March 2025)
- State Flood Plan / Flood Infrastructure Fund Projects (TWDB)
 - Big THANKS to Gabriel for Making This One Happen!!
 - Partnership with Matagorda County EDC
 - Cottonwood Creek Study – Eligible for Funding in 2026
 - Possible Projects: Regional Detention, Diversion Channel Improvements
 - Bucks Bayou Study – Eligible for Funding 2026
 - Possible Projects: Regional Detention



WORK ORDERS

WATER

Work Order Type	January		February		March		April		May		June		July		August		September		October		November		December		OPEN
	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	As of 2/20
Customer Water Leaks	13	13																							0
Service Line Leaks	6	1																							22
Water Main Breaks	11	3																							15
Fire Hydrant Repair	2	4																							9
Water & Sewer Taps	3	0																							10
Locates	97	97																							0
TOTALS	132	118																							56

WASTEWATER

Work Order Type	January		February		March		April		May		June		July		August		September		October		November		December		OPEN
	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	As of 2/20
Sewer Stops	39	39																							0
Rehab Manhole	0	0																							16
Rehab Sewer Line	5	2																							21
Replace Sewer Line	0	0																							17
Camera Sewer Line	2	2																							5
TOTALS	46	43																							59



WORK ORDERS

STREET & BRIDGE

[illegible]



RECYCLING CENTER

For Commodities Sent to Mill 1 Haul = 40,000 lbs

	January	February	March	April	May	June	July	August	September	October	November	December
Automotive oil (gal)	300											
Cardboard (lbs)	0											
Mixed Paper (lbs)	0											
Plastic (lbs)	0											
Aluminum / tin (lbs)	0											

SOLID WASTE

	January	February	March	April	May	June	July	August	September	October	November	December
Residential Waste	764.4 tons											
Heavy Trash/Bulk (furniture, mattress, etc.)	75.2 tons											
Heavy Trash/Bulk (brush)	40 yards											
Commercial Waste	832.2 tons											
Toter replacements or repairs	23											
Commercial dumpster exchanges	0											
Customer issues reported	63											
Blocked/unacceptable material in dumpsters	31											
Missed pickups – reported by customers	4											
Piles out of compliance	21											

STREET & BRIDGE



UTILITIES MAINTENANCE





Hometown Christmas Parade 2024





Questions?





AGENDA REQUEST BUSINESS OF THE CITY COUNCIL CITY OF BAY CITY, TEXAS

Meeting Date:	2/25/2025	Date Submitted:	02/19/2025
Prepared By:	Tina Israel	Presented By <i>(if different)</i>	Robert K. Nelson/Tina Israel
Department:	Main Street	Type of Agenda Item:	Consent

ITEM TITLE: Appointment Main Street Board Member

AGENDA LANGUAGE:

Discuss, Consider, and/or approve the appointment of Henry Perez to the Main Street Board

EXECUTIVE SUMMARY/BACKGROUND

New board member add on to fill current vacancies.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☒		☐		☐		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

RECOMMENDATION: To approve Henry Perez as a Board Member to the Main Street Board

ATTACHMENTS: Volunteer Application



CITY OF BAY CITY VOLUNTEER INTEREST FORM

Dear Resident:

This form will let the City Council know of your interest and qualifications to serve on a City board or commission. You are encouraged to contact the Mayor concerning your nomination. You may also submit a resume or brief background information regarding your qualifications. This form will be kept on file for a period of two years in the City Secretary's office.

PLEASE TYPE OR PRINT:

Date: 02/14/2025

Name: PEREZ, HENRY III

Home Address: ██████████ AVENUE G

City: BAY CITY State TEXAS Zip 77414

Home Phone: 979-██████████ Business Phone: 979-479-4454

Employer: TRUTH BARBERSHOP Occupation: BARBER/ BARBER OWNER

E-mail: ██████████@██████████.com

Resident of the Bay City Corporate City Limits: (circle one) ☒ Yes ☐ No

Resident of City for 35 years

I am interested in serving on the following boards:

(Boards and Committees include: Bay City Community Development Corporation (BCCDC), Main Street, Planning Commission, Historic Commission, Convention and Visitor Bureau (CVB), and Housing Authority)

1.) Main Street

3.) Planning Commission

2.) Bay City Community Development Corp (BCCDC)

4.) Tourism Board

Please list any involvement in civic groups or clubs, current or past service on city boards, or other information qualifying you for service:

I Have never thought to get involved into any civic groups or clubs till recently. I love our town, I am all for new. As a business owner myself I love when a new business comes to our town. improving it, adding to the future of what bay city is and will become.

eSigned via SeamlessDocs.com
Henry Perez
Key: b706a7f3e8b9bca99b123267b71b76ec
Signature

Return completed form to the City Secretary's Office: 1901 5th Street, Bay City, Texas 77414



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	2/25/2025	Date Submitted:	2/19/2024
Prepared By:	Gabriel Lopez	Presented By <i>(if different)</i>	
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: Resilient Communities Program Grant Application

AGENDA LANGUAGE:

Discuss, consider and/or approve a resolution authorizing the submission of an application to the Texas General Land Office for funding under the Resilient Communities Program (RCP) for the development and adoption of a Comprehensive Plan and authorizing the Mayor or City Manager to execute all necessary documents related to this application and implementation of the funded project.

EXECUTIVE SUMMARY/BACKGROUND

The Resilient Communities Program (RCP) is administered by the Texas General Land Office (GLO) and funded through the Community Development Block Grant – Mitigation (CDBG-MIT) program. CDBG-MIT provides federal funding that help communities reduce disaster risks and enhance long-term resilience through planning and infrastructure improvements.

The City of Bay City is eligible for RCP funding as it is located in Matagorda County, which has been designated as a Most Impacted and Distressed (MID) area by the U.S. Department of Housing and Urban Development (HUD).

The RCP offers up to \$300,000 per applicant on a first-come, first-served basis to fund the development and adoption forward-looking planning initiatives, such as comprehensive plans, land use plans, zoning ordinances, and flood damage prevention ordinances that integrate hazard mitigation strategies.

The City of Bay City is seeking up to \$300,000 in funding to develop and adopt a Comprehensive Plan that will serve as a guiding document for future growth, infrastructure improvements, and hazard mitigation strategies. The plan will include strategies for land use and zoning that support resilience and sustainable development. It will incorporate infrastructure planning for water, wastewater, and drainage systems, as well as floodplain management measures to mitigate risks. Public engagement will be a key component, ensuring that community input informs future planning decisions. In accordance with program requirements, the plan must be fully adopted within 24 months of contract execution.

This funding will allow Bay City to develop a comprehensive and actionable plan that supports long-term growth, strengthens the city's ability to manage risks, and improves decision-making for the future.

STRATEGIC PLAN GOALS ADDRESSED:											
											
Safety & Community Appearance	☐	Community & Civic Engagement	☐	Infrastructure	☐	Planning & Development	☒	Culture & recreation	☐	Operational Excellence	☐

FINANCIAL NOTES
The City of Bay City is applying for up to \$300,000 in grant funding, which will be provided on a reimbursement basis in accordance with GLO requirements. The Resilient Communities Program does not require a local match. Grant funds may be used to cover professional services for the development of the Comprehensive Plan, including costs associated with planning consultants and grant administration.

RECOMMENDATION: It is staff's recommendation to approve the resolution authorizing the submission of an application for funding under the Resilient Communities Program (RCP) and authorizing the Mayor or City Manager to execute all necessary documents.

ATTACHMENTS: •Resolution – Resilient Communities Program Grant Application
•GLO Resilient Communities Program (RCP) Overview

RESOLUTION R-2025-__

A RESOLUTION OF THE CITY OF BAY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR FUNDING UNDER THE RESILIENT COMMUNITIES PROGRAM; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE RESILIENT COMMUNITIES PROGRAM.

WHEREAS, the City of Bay City, Texas, is committed to promoting the safety, resilience, and quality of life for its residents; and

WHEREAS, the Texas General Land Office administers the Resilient Communities Program (RCP), funded through the Community Development Block Grant – Mitigation (CDBG-MIT), to assist communities in developing and implementing comprehensive plans and ordinances that enhance resilience against future hazards; and

WHEREAS, the City of Bay City is located within Matagorda County, a Most Impacted and Distressed (MID) area due to previous disaster declarations, making the City eligible for RCP funding, which provides up to \$300,000 per applicant; and

WHEREAS, the City seeks to apply for funding under RCP to develop and adopt a Comprehensive Plan that incorporates hazard mitigation strategies, zoning and land use planning, and flood damage prevention to strengthen the City's ability to withstand future disasters; and

WHEREAS, pursuing this funding aligns with the City's strategic planning initiatives and supports the development of policies that enhance resilience and hazard mitigation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, STATE OF TEXAS:

- Section 1. The City Council authorizes the submission of an application to the Texas General Land Office (GLO) for funding under the Resilient Communities Program (RCP) in an amount up to \$300,000 to support the development and adoption of a Comprehensive Plan.
- Section 2. The Mayor or City Manager is designated as the City's authorized representative for all matters related to this application, including executing necessary documents, overseeing grant compliance, and ensuring implementation of the funded project.

PASSED AND APPROVED on the 25th day of February 2025.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney
ROBERTS, ODEFEY, WITTE & WALL, LLP



RESILIENT COMMUNITIES PROGRAM

Texas General Land Office
Community Development & Revitalization

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

More information and the application are available
at recovery.texas.gov/rcp.

Communities are encouraged to also learn about RCP's companion program, the Local Hazard Mitigation Plans Program (LHMPP), which is actively accepting applications. Visit LHMPP's web page at recovery.texas.gov/mitigation/lhmpp.

► Eligibility Criteria

Applications will have a maximum of \$300,000 per applicant, first-come first-served.

At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).

► Eligible Applicants

Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application.

Planning Activities

Develop, update, adopt, and implement:

- **BUILDING CODES** that meet or exceed International Residential Code (IRC) edition 2012;
- **FLOOD DAMAGE PREVENTION ORDINANCES**
 - Must require new structures to be at least 2-feet above base flood elevation;
- **ZONING ORDINANCES**
 - based upon a land use plan or comprehensive plan; and
- Forward-looking **LAND USE PLANS** and/or **COMPREHENSIVE PLANS** that integrate hazard mitigation planning.

Public Service Activities

Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.

Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices.

Public Service activities must meet a HUD national objective.

► Technical Assistance

RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters.

 RCP Contact information: (512) 463-5302

 rcp.glo@recovery.texas.gov



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	2/25/2025	Date Submitted:	2/19/2025
Prepared By:	JRussell	Presented By <i>(if different)</i>	JRussell
Department:	BCCDC	Type of Agenda Item:	Choose an item.

ITEM TITLE: Meadow Lake Subdivision – PID #2

AGENDA LANGUAGE:

Presentation of Meadow Lake Subdivision

EXECUTIVE SUMMARY/BACKGROUND

BCCDC has been working with developers on a new 200 home subdivision outside the city limits, but within the TIRZ 5 boundaries and would like to update Council and seek their input.

Developers will be present to pitch the new subdivision to Council. This development hinges on a TIRZ 5 and PID in place.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☐		☐		☒		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

Budget neutral to the city

RECOMMENDATION:

ATTACHMENTS: Presentation

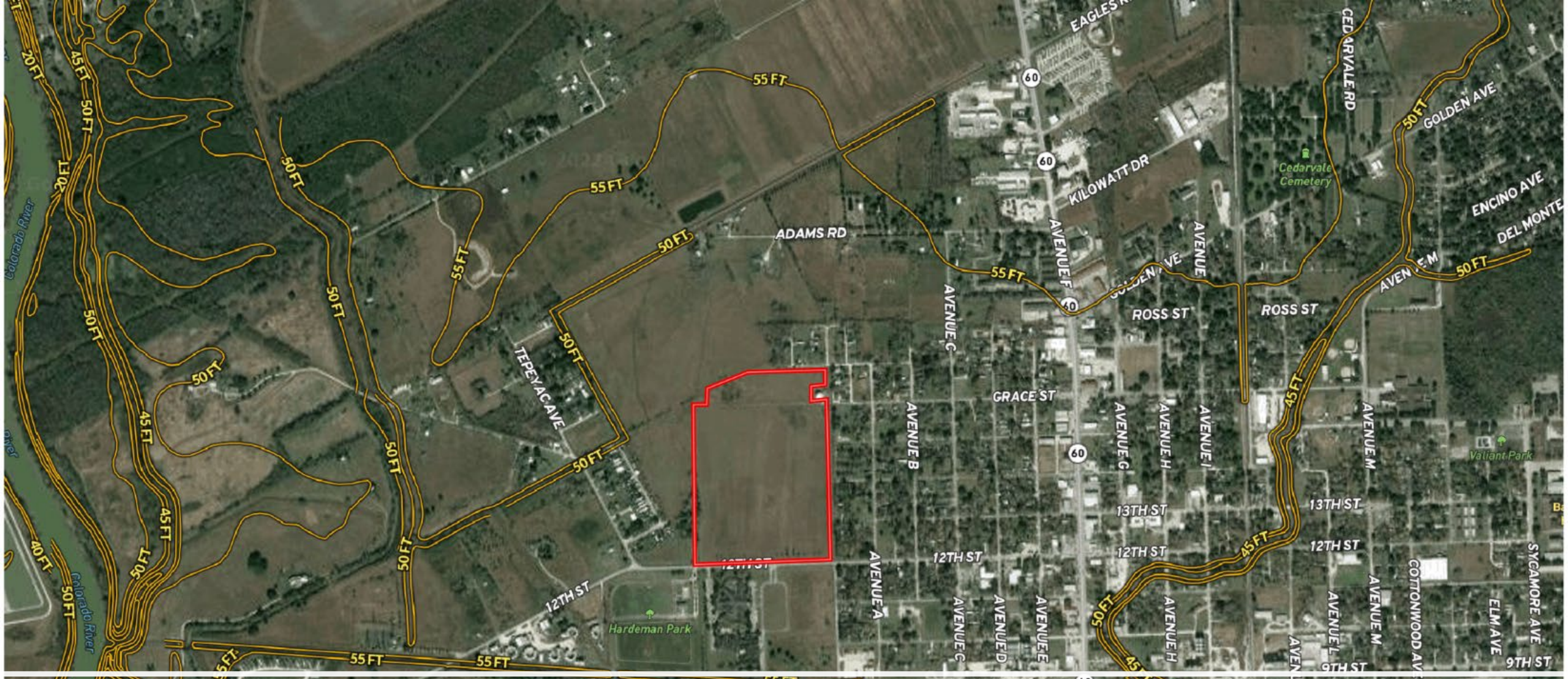
Meadow Lake Subdivision Bay City, Texas

Jim Maddox
Properties, LLC



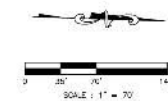
HOLCOMB PROPERTIES COMPANY

1300 Post Oak Boulevard
Suite 1110
Houston, Texas 77056

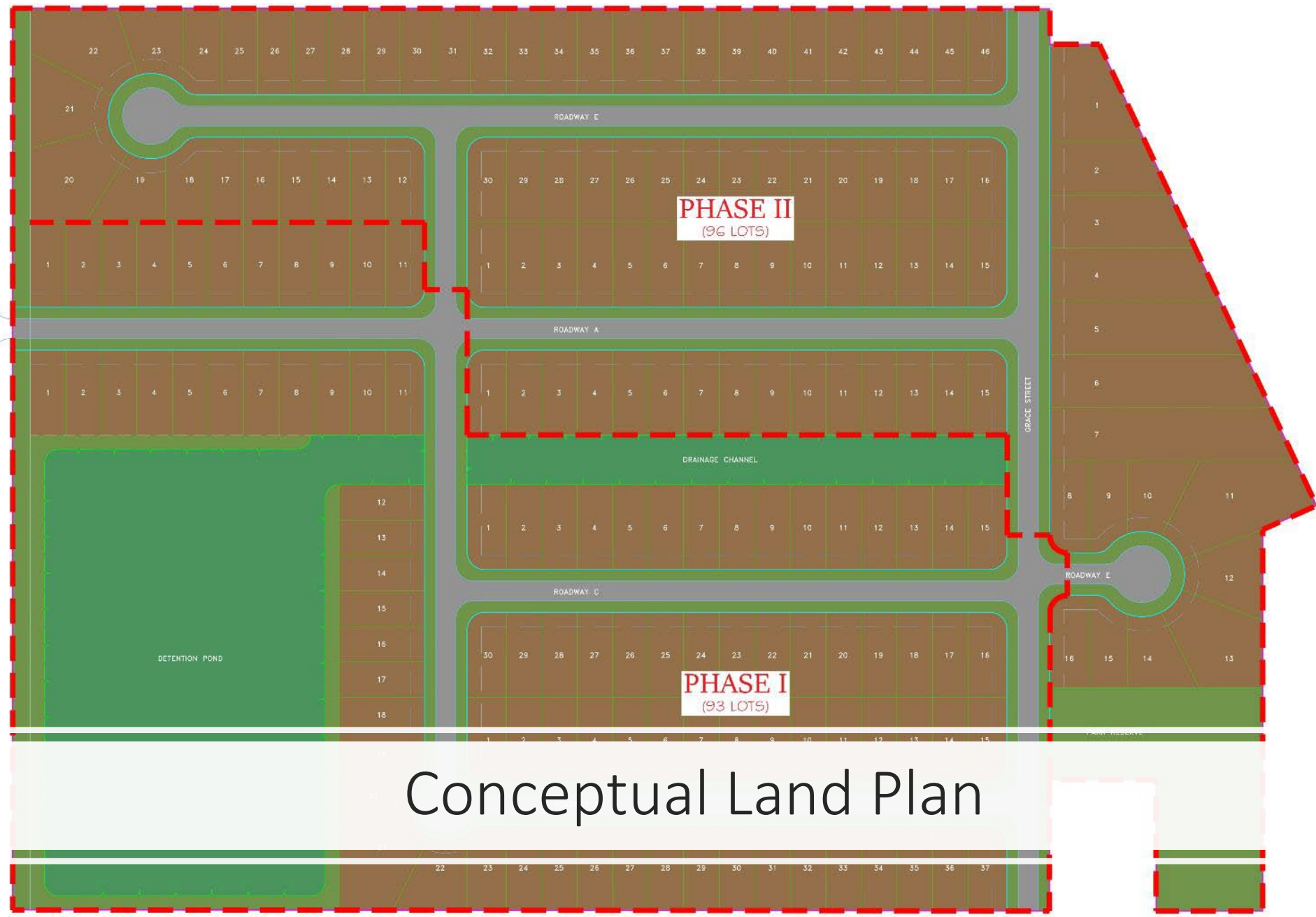


Project Location





12TH STREET

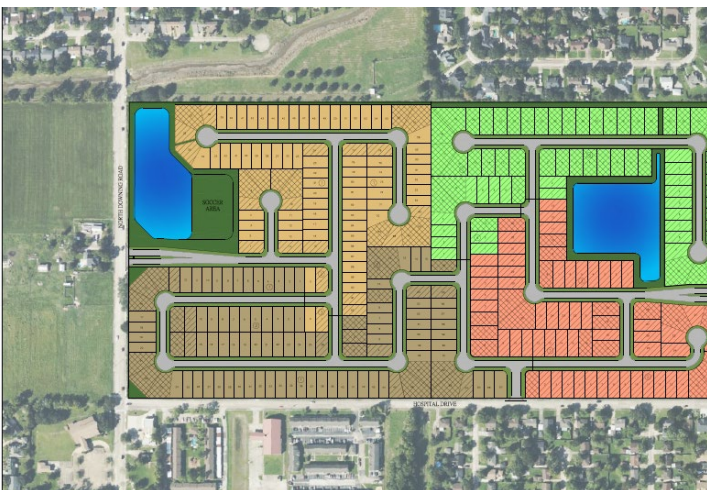
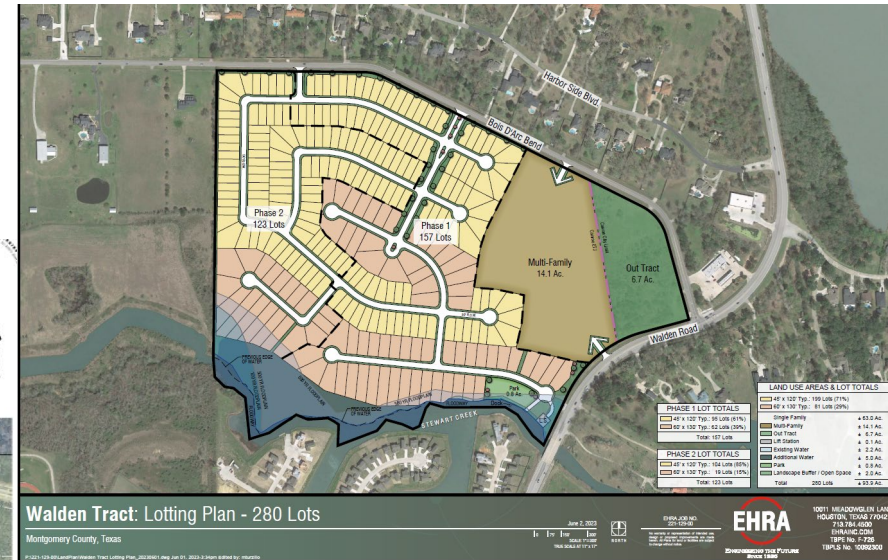
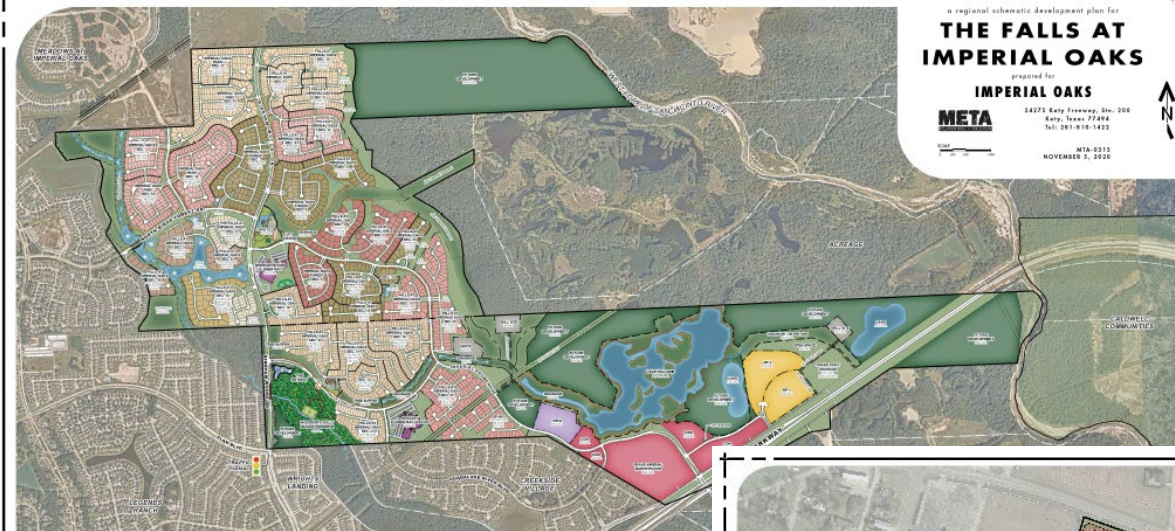


Conceptual Land Plan

About The Developer

- Partnership formed with Jim Maddox, Brian Jarrard, Jim Holcomb and Lee Zieben
- Over 150 years of combined Land Development Experience
- Numerous industry awards including multiple “GHBA Developer of the Year” and project awards
- 25,000+ Single-family Lots developed in the Houston region
- 3,000+ Lots currently in production

Current Projects (partial)

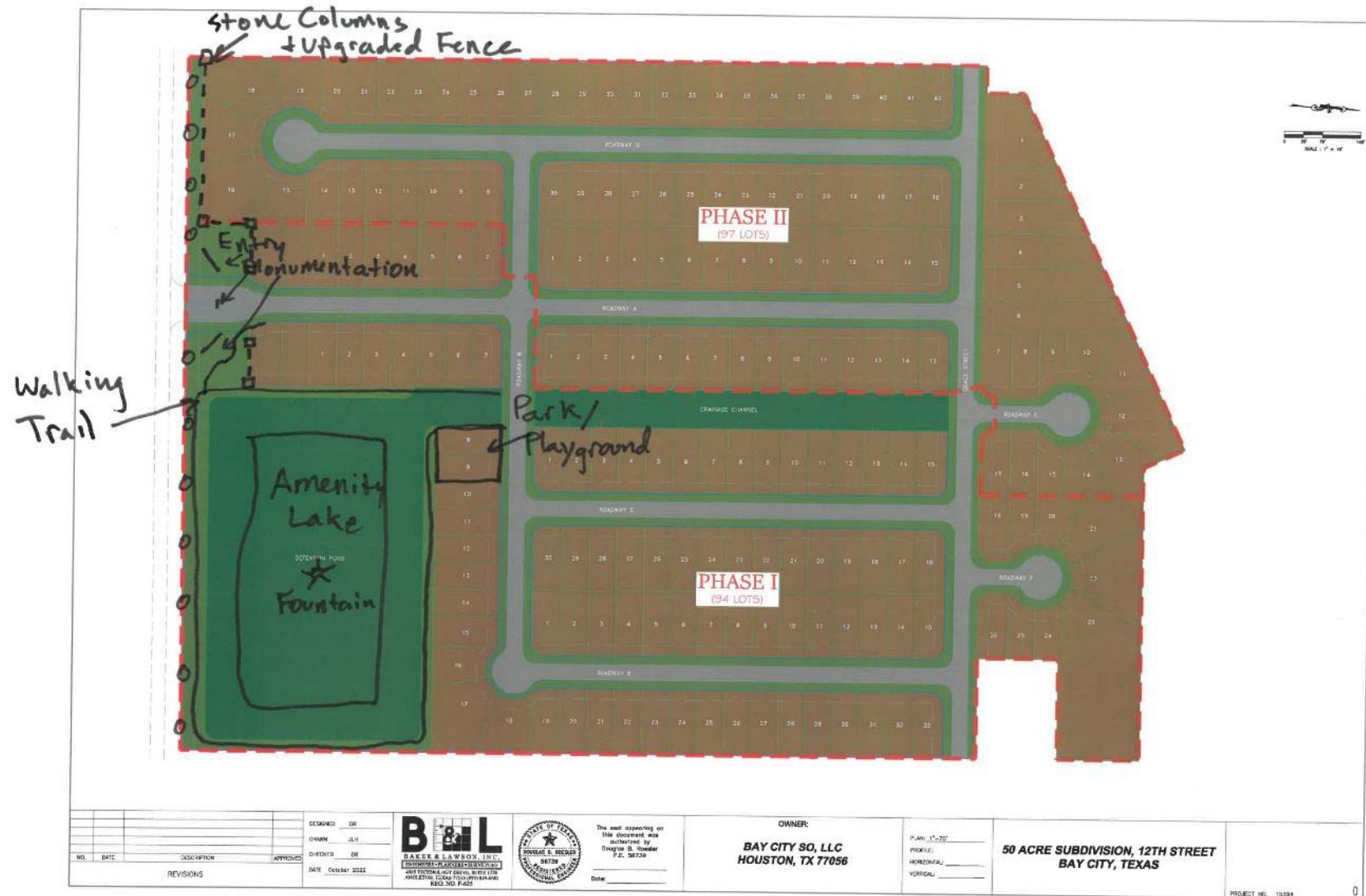


Proposed Amenities

- Entry Monumentation and Landscaping
- Community Park containing:
 - Amenity/Detention Lake
 - Spray Fountain
 - Walking Trails with solar lighting
 - Fishing Dock
 - Picnic/Seating Areas
 - Open Space
 - Playground
 - More
- HOA Responsible for all maintenance



Conceptual Amenity Plan



Entry Concept Sketch – work in progress



Porter Meadows

Conceptual Product Renderings

Anticipated Pricing: \$200,00 - \$300,000





Conceptual Product Renderings (cont.)

Photo Examples





Economic Impact



196 New Homes



\$50,000,000 (est.) increased Assessed Value

Approximately \$285,000 additional annual tax revenue to City



196 New water and sewer customers



Approximately 600 New residents to support existing and future local businesses

Development Schedule

- Submit Plans for Permit: Completed
- Creation of PID and Development Agreement – March 25th
- Begin Construction: April 1st (est.)
- Deliver Lots: December 31, 2025
- Home Building: January 2026 – June 2029 (5 starts per month)

Development Agreement Highlights

- Creation of PID
- Annexation to TIRZ (completed)
- 50% TIRZ participation
- Minimum Design Standards (amenities, architectural, infrastructure)
- Utilize existing water/sewer capacity (confirmed with Public Works)

Market Study

PROJECT CAPTURES ABOUT 50-80 SALES PER YEAR

Demand Analysis



With at least one additional site competing for builders in the Bay City area, we estimate that the site would capture about 50-80 sales per year at the Bay City location. Location Strategy has assumed sales starting in 2024, but this may also be read as “first year.” We estimate the project will sell out in three years, based on our forecast projections and anticipation of market activity in Bay City.

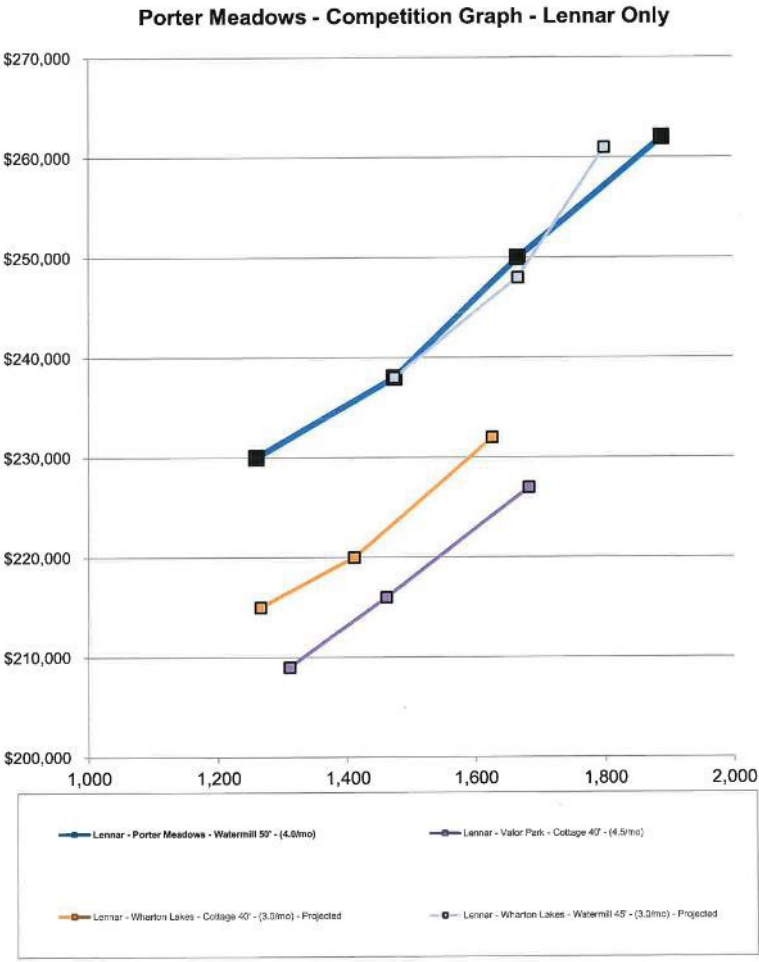
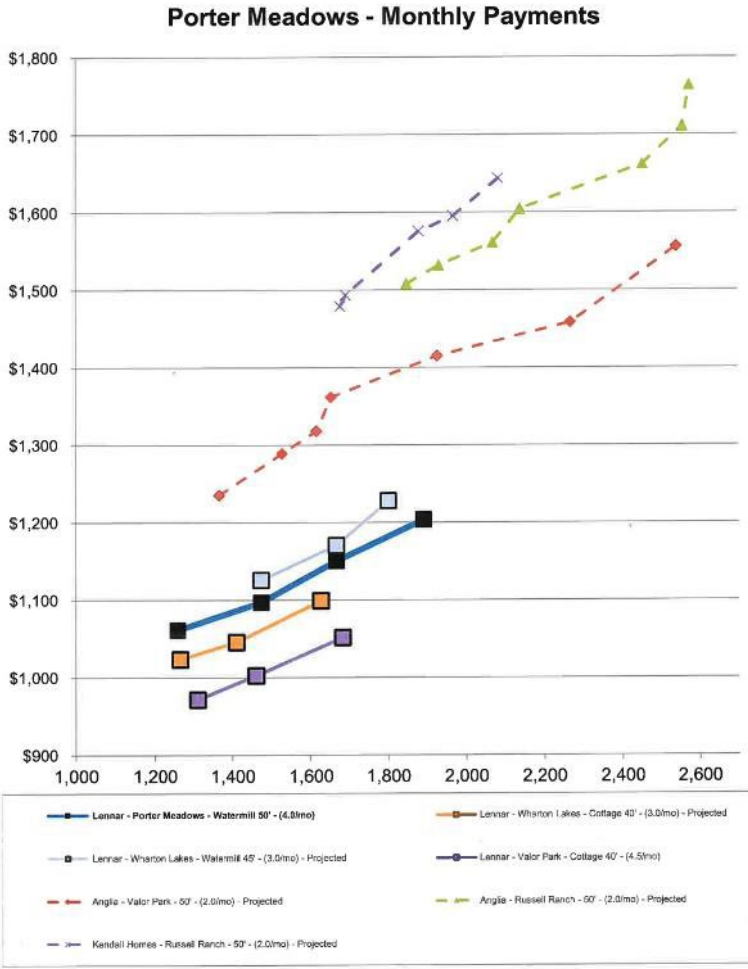
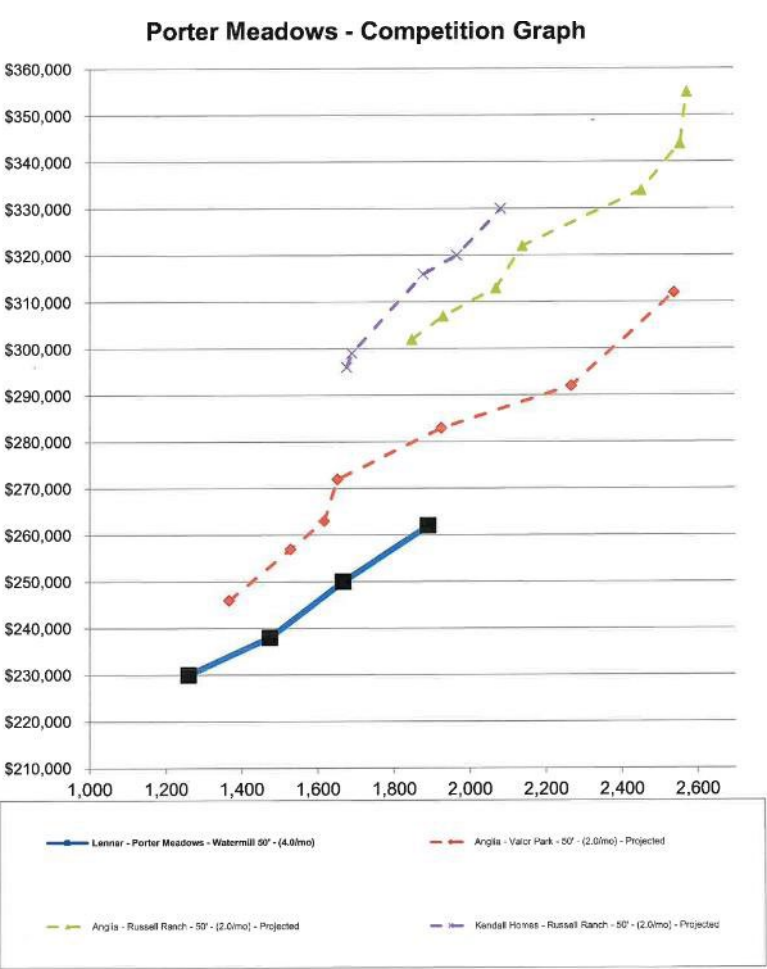
Year	\$0-\$199K	\$200K-\$299K	\$300K-\$399K2	\$400K-\$499K	\$500K-\$599K	\$600K-\$799K	\$800K-\$999K	Total	Project Demand
2023	19	42	23	4	3	2	2	95	-
2024	22	50	28	4	3	2	2	111	56
2025	23	52	29	4	3	2	2	115	75
2026	27	61	34	5	4	3	3	137	89
2027	29	65	36	6	4	3	3	146	95
2028	31	69	39	6	4	3	3	155	101
2029	33	73	41	6	5	3	3	164	107
2030	34	77	43	6	5	3	3	171	111
2031	37	82	46	7	5	3	3	183	119
2032	39	87	49	7	5	3	3	193	125
	325	683	420	90	58	27	27		-

ABSORPTION

Category	2024	2025	2026	2027	Total
50' Lot Sales	60	80	46		186
50' Lot Inventory	60	80	46		
50' Home Sales	56	75	55		186
50' Home Inventory	4	5	0		
Total Lot Sales	60	80	46	0	186
Total Home Sales	60	80	46	0	186

Category	2024	2025	2026	2027
50' Pricing	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000

Market Study (cont.)



Questions?



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	2/25/2025	Date Submitted:	2-19-25
Prepared By:	Scotty Jones	Presented By <i>(if different)</i>	Scotty Jones
Department:	Administration	Type of Agenda Item:	Regular

ITEM TITLE: PROPOSED DEVELOPMENT TIMELINE – MEADOW LAKE SUBDIVISION

AGENDA LANGUAGE:

Discuss proposed timeline options for the Meadow Lake Subdivision (Proposed PID #2) and provide staff direction.

EXECUTIVE SUMMARY/BACKGROUND

This proposed development is in the City's ETJ and has been working with the City Planning Department due to its intention to annex for City services. The City did include this proposed development in the recent TIRZ 5 boundaries knowing this development would be seeking reimbursement of public improvements. TIRZ 5 participation agreements are not in place. Voluntary annexation has not been formalized. The City was emailed a PID petition on 2-20-25. Timeline options will be reviewed with City Council on recommended next steps.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☐		☐		☒		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

N/A

RECOMMENDATION: Staff will provide options for Council to consider.

ATTACHMENTS: N/A