CITY COUNCIL SPECIAL CALLED MEETING
CITY OF BAY CITY

Tuesday, August 12, 2025 at 5:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson
Mayor Pro Tem: Jim Folse
Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Susan Reardon, 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

Invocation led by Mayor Pro Tem Jim Folse.

Pledge led by James Shepard, VFW Post 2438.
Texas State Flag Pledge: "Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One And Indivisible."

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.

Mayor Pro Tem 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.

ACKNOWLEDGEMENT FROM CITY MANAGER

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. Council Workshop meeting minutes of July 22, 2025.
2. Regular Council Meeting minutes of July 22, 2025.
3. Consider and approve ratification of Mayor's signature to participate in the Purdue Opioid Settlement.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

4. **Appointment ~ Discuss, consider and/or approve the selection of a new Bay City Community Development Corporation Board member.** Robert K. Nelson, Mayor
5. **Contract ~ Discuss, consider, and/or approve the contract with FGM Architects for Phase II design services and contract administration.** Scotty Jones, City Manager
6. **Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City of Bay City, Texas approving the 2025 Annual update to the Service and Assessment Plan and Assessment Roll for the Russell Ranch Public Improvement District including the collection of the 2025 Annual Installments.** Scotty Jones, City Manager
7. **Contract ~ Discuss, consider, and/or approve awarding contracts for Disaster Clearance and Removal Services under RFP No. 25-0001 to the top-ranked proposer and the next two highest-ranked responsive firms to be retained as secondary contractors, and authorize the Mayor and/or City Manager to execute the contracts.** Gabriel Lopez, Engineering Tech
8. **Resolution ~ Discuss, consider, and/or approve a resolution of support to petition the Texas Department of Transportation (TXDOT) to perform a route feasibility study for a future State Highway 35 truck route in the vicinity of Bay City**. Herb Blomquist, Public Works Director
9. **Budget ~ Discuss the Fiscal Year 2026 Five (5) Year Capital Improvement Plan.**

CLOSED / EXECUTIVE SESSION

10. **Executive Session ~ Executive Session pursuant to Section 551.071(2) of the Texas Government Code (Consultation with Counsel on Legal Matters)**

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 Special Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, August 8, 2025 before 5:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

CITY COUNCIL WORKSHOP
CITY OF BAY CITY
Tuesday, July 22, 2025 at 4:30 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson
Mayor Pro Tem: Jim Folse
Council Members: Benjamin Flores, Bradley Westmoreland, Susan Reardon, 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 4:45 PM.

PRESENT:
Mayor Robert K. Nelson
Council Member Benjamin Flores
Mayor Pro Tem Jim Folse
Council Member Bradley Westmoreland
Council Member Susan Reardon
Council Member Blayne Finlay

PUBLIC COMMENTS

There were no public comments.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. **Discuss, consider, and/ or approve the 2025-2026 City of Bay City Employee Benefits Plan.**

Human Resource Director, Rhonda Clegg, presented and discussed the 2025-2026 employee benefits plan. There is a 3% increase in medical rates, with an overall impact of about $43,000 for the medical plans. This comes to approximately a 60% ($26,000) increase to the General fund and a 40% ($13,000) increase to the Utility fund. Donald Cornado of Texas Health Benefits, explained how claims affect rates.

Motion made by Council Member Flores to approve the 2025-2026 City of Bay City Employee Benefits Plan. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

2. **Discuss the Public Safety Center and take any action deemed necessary.**

- **Schematic Design Package Summary**
- **Max Budget to move into Phase II- Design Development through Construction Admin phases**

City Manager, Scotty Jones, presented and discussed the proposed Public Safety Center schematic design and a maximum budget for the project. She proposed design plan B with a maximum budget of $20 million, for the most efficient use of the building. This project is TIRZ and new market tax credit eligible as well as eligible for other credits, grants and funding sources. The plan includes the Municipal Court in the design and will be bid out as an alternate. Council member Bejamin Flores stated he supports the project but would rather give employees higher salaries instead of the building.

Motion made by Council Member Westmoreland to approve a maximum budget price of the Public Safety building at $20 million with the inclusion of the Municipal Court. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

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

City Manager, Scotty Jones, thanked council for trusting her throughout the project process.

ADJOURNMENT

Council adjourned at 5:45 P.M.

PASSED AND APPROVED, this ___ day of _____.

_____	_____
ROBERT K. NELSON, MAYOR CITY OF BAY CITY, TEXAS	JEANNA THOMPSON CITY SECRETARY

CITY COUNCIL REGULAR MEETING
CITY OF BAY CITY
Tuesday, July 22, 2025 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson
Mayor Pro Tem: Jim Folse
Council Members: Benjamin Flores, Bradley Westmoreland, Susan Reardon, 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 6:00 PM.

PRESENT:
Mayor Robert K. Nelson
Council Member Benjamin Flores
Mayor Pro Tem Jim Folse
Council Member Bradley Westmoreland
Council Member Susan Reardon
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."

Councilman Benjamin Flores

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 Benjamin Flores

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

There were no public comments.

AWARDS AND PROCLAMATIONS

There were no awards or proclamations in this session.

ACKNOWLEDGEMENT FROM CITY MANAGER

City Manager, Scotty Jones, announced the MOU with the Drainage District had been approved. She gave a shout-out to Herb and Krystal for their hard work throughout the process. She then presented a slideshow of photos of work being done throughout the City by the Street and Bridge and Utilities crews, then showed photos from the golf event at the Library, and then a group photo of the new Bay City PD Bike Patrol. She thanked the crews for their hard work. Ms. Jones announced the new Junior Police Academy. There are 2 sessions and over 26 kids in each session. She thanked the Bay City Police Department for their participation. She also announced upcoming City events.

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

Council Member, Jim Folse, commented that he received a call about light issues by the volleyball court. He sent a text about this complaint, and it was fixed immediately. He thanked Kelly and the Parks and Recreation crew for their quick response. He also thanked Krystal Mason for their quick response to the lift station when it's down. Council Member Benjamin Flores recognized Henry Ann Charles and Suzanne Sullivan for their work putting Bike Patrol together. He then recognized Scotty Jones for keeping things going through tough situations. Mayor Robert K. Nelson commented he got a call from code enforcement asking for help with cleaning vegetation along BNSF behind McDonalds. He reached out to a contact, and they are getting help now. Council Member Brad Westmoreland stated that on the UP track at Sonic across Highway 60 the spikes are starting to come up. Council Member Blayne Finlay asked if the brick work around the light poles was complete and stated it looked good. Mayor Nelson commented the crosswalk lights aren't working.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. Council Workshop meeting minutes of June 24, 2025.
2. Council Workshop meeting minutes of July 8, 2025.
3. Regular Council Meeting minutes of June 24, 2025.
4. Regular Council Meeting minutes of July 8, 2025.
5. Accounts Payables, Direct Payables, and Utility Refunds for April, May, and June 2025.

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

DEPARTMENT REPORTS

6. **Report on the preparations taken by staff to prepare for the 2025 hurricane season.**

Fire Marshall, Dan Shook, presented and discussed the City's emergency and disaster preparedness

report. He also highlighted the resources available to the community to help them prepare for these events.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

7. **Appointment – Discuss, consider, and/or approve the appointment of Amy Nowlin to the Tourism Advisory Council.**

Communications and Cultural Arts Director, Samantha Denbow, introduced and gave a background for Amy Nowlin, and recommended appointing her to the Tourism Board.

Motion made by Mayor Pro Tem Folse to approve the appointment of Amy Nowlin to the Tourism Advisory Council. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

8. **Discuss, Consider, and/or Approve the City's Quarterly Financial and Investment Report for the Quarter Ending June 30, 2025.**

Finance Manager, Jennifer Leverett, presented and discussed the City's Quarterly Financial and Investment report.

Motion made by Mayor Pro Tem Folse to approve the City's Quarterly Financial and Investment Report for the Quarter Ending June 30, 2025. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

9. **Ordinance ~ Discuss, consider, and/or approve an Ordinance by the City Council of the City of Bay City, Texas authorizing the issuance and sale of the City of Bay City, Texas, Tax and Revenue Certificates of Obligation, Series 2025; Levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.**

James Gillet of US Capital Advisors, discussed and presented the bond sale. He stated bids were due that morning and had significant interest, that provided the best interest rate for the City.

Motion made by Council Member Reardon to approve an Ordinance by the City Council of the City of Bay City, Texas authorizing the issuance and sale of the City of Bay City, Texas, Tax and Revenue Certificates of Obligation, Series 2025; Levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

10. **Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City Council of the City of Bay City, Texas, amending Chapter 2 of the City's Code of Ordinances to amend the meeting dates and public comments; providing for a cumulative and conflict clause; providing for severability and the repeal of conflicting ordinances, and providing an effective date.**

Jeanna Thompson, City Secretary, presented the ordinance amending Chapter 2 of the Code of

Ordinance regarding meeting dates and times reflecting new charter changes. In addition, the ordinance revised the time allowed to speak in public comments. Anne Marie Odefey, City Attorney, discussed statutes and options for council regarding speaker time.

Motion made by Council Member Finlay to approve an Ordinance of the City Council of the City of Bay City, Texas, amending Chapter 2 of the City's Code of Ordinances to amend the meeting dates and public comments with changes to Section 2-53. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

11. **Discuss, consider, and/or approve year-end (August - December) proposed council meeting schedule.**

Motion made by Council Member Flores to approve year-end (August - December) proposed council meeting schedule. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried. Motion carried.

CLOSED / EXECUTIVE SESSION

There was no executive session.

RECONVENE AND ACTION

N/A

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

There were no comments.

ADJOURNMENT

Council adjourned the Regular Meeting at 7:24 p.m.

PASSED AND APPROVED, this ___ day of _____.

_____	_____
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:	8/12/2025	Date Submitted:	8/7/2025
Prepared By:	Scotty Jones, City Manager	Presented By *(if different)*	
Department:	Administration	Type of Agenda Item:	Consent

ITEM TITLE: OPIOID SETTLEMENT

AGENDA LANGUAGE:

Consider and approve ratification of Mayor's signature to participate in the Purdue Opioid Settlement.

EXECUTIVE SUMMARY/BACKGROUND

BACKGROUND:

Most recently on December 10, 2024 the City Council approved participation in the Kroger opioid settlement. This agenda item is another settlement to participate in with a deadline of September 30, 2025. The settlement was signed via electronic signature by the Mayor on August 8, 2025.

These funds are used to fund education and deterrence on the use of opioids.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES
Unknown at this time until calculations are performed.

RECOMMENDATION: Staff recommends approving ratification of the Mayor's signature to participate in this settlement.

ATTACHMENTS: Participation Form

Docusign Envelope ID: 16B85168-9E04-432D-A062-3446D342694C

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bay City, TX
Reference Number: CL-1750560

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

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effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at https://www.texasattorneygeneral.gov/globalopioidsettlement for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Bay City		State: TX
Authorized Signatory: Robert K Nelson		
Address 1: 1901 5th Street		
Address 2:		
City, State, Zip: Bay City	Texas	77414
Phone: 979.245.2137		
Email: mayor@cityofbaycity.org		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

Docusign Envelope ID: 16B85168-9E04-432D-A062-3446D342694C

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Signed by: Robert K. Nelson E06DB2362616454...

Name: Robert K Nelson

Title: Mayor

Date: 8/8/2025

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

Meeting Date:	8/12/2025	Date Submitted:	8/6/2025
Prepared By:	J Thompson	Presented By *(if different)*	Mayor Nelson
Department:	Admin/CDC	Type of Agenda Item:	Regular

ITEM TITLE: Bay City Community Development Board Appointment

AGENDA LANGUAGE:

Discuss, consider and/or approve the selection of a new Bay City Community Development Corporation Board member.

EXECUTIVE SUMMARY/BACKGROUND

Two applicants submitted interest to serve on the CDC Board with 1 position vacant.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

- N/A

RECOMMENDATION:

ATTACHMENTS: Volunteer Interest Forms

Volunteer Interest Form

07/31/2025 9:41 AM (CDT)

Boards and Committee Application

Purpose
Use this form to apply to be a member of a board or committee

Are you 18 years old or older	Yes
First Name	Douglas
Last Name	Arlitt
Email Address	
Phone Number	
Address	Wentletrap St
City	Bay City
State	Tx
ZIP Code	77414
Which board or committee are you applying for?	• Bay City Community Development Board
Please list all memberships to any previous or current board or committee	Bay City Country Club Board of Directors - 8 years (past) Bay City Country Club greens committee (current)
Is there anything in your background that you would have to explain to a panel or the community if appointed?	NO
How many years have you lived in the City?	37

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: 10/21/2024
Name: Bruce Krauskopf Home Address: Private Rd 719
City: Bay City State TX Zip 77414
Home Phone: 979- Business Phone: _____
Employer: Matagorda Concrete Occupation: Owner
E-mail: _____
Resident of the Bay City Corporate City Limits: (circle one) ☐ Yes ● No
Resident of City for 39 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.) Planning Commission
2.) Bay City Community Development Corp (BCCDC)
3.) Select Third Choice:
4.) Select Fourth Choice:

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

BCISD Education Foundation, WCJC Foundation, Bay City Chamber of Commerce, MRMC Foundation, Cub Scouts, Boy Scouts, BC Little League, BC Girls Softball Assoc.

eSigned via SeamlessDocs.com
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:	8/12/2025	Date Submitted:	8/7/2025
Prepared By:	Scotty Jones, City Manager	Presented By *(if different)*	
Department:	Administration	Type of Agenda Item:	Regular

ITEM TITLE: ARCHITECT SERVICE – PHASE II DESIGN

AGENDA LANGUAGE:

Discuss, consider, and/or approve the contract with FGM Architects for Phase II design services and contract administration.

EXECUTIVE SUMMARY/BACKGROUND

BACKGROUND:

This is for professional services relating to full design, development of construction documents, & construction administration for the City's future Public Safety Building. This phase lasts approximately 2 years. Construction is anticipated to end in July 2027.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES
$ 1,610,000 Base Fee $ 55,000 FF& E selection and procurement services as needed *Reimbursables up to $5,000 for TDLR plan review & building inspection services **Phase II Fee: $1,670,000** funded by 2024E Bond Proceeds

RECOMMENDATION: Staff recommends approving the contract with FGM Architects.

ATTACHMENTS: Phase II - Exhibit A- Scope of Services & Compensation
Phase I Contract – Approved by City Council on August 19, 2024

EXHIBIT A – SCOPE OF SERVICES & COMPENSATION

CITY OF BAY CITY
PUBLIC SAFETY HEADQUARTERS – PHASE 2
PROFESSIONAL DESIGN SERVICES

PROJECT UNDERSTANDING:
The City of Bay City desires to complete the design and construction for the City's New Public Safety Headquarters Building to be located at 3701 Avenue F, Bay City, Texas. This will be based on the continuation of the approved Schematic Design previously produced and will include the following:

- Police functions (Base Bid)
- Dispatch functions housed in an ICC 500 shelter (Base Bid)
- Court functions (Bid Alternate)

Project Budget:
The City's Total Project Budget for the Project ("Total Project Budget") has been set a cost not to exceed $20M. The Owner's Total Project Budget includes: (1) the total cost to Owner to construct all elements of the Project designed or specified by Architect, (2) costs for the Contractor's general conditions, overhead, and profit, (3) the reasonable value of all labor, material, and equipment to be provided by the Owner, (4) reasonable contingencies for design changes necessitated by unforeseen conditions, concealed conditions, or conflicts or errors in the Contract Documents (1 through 4 are collectively, the "Cost of the Work"), the Architect's compensation, CMAR compensation for Preconstruction Phase services, Schematic Design Phase design costs and other soft costs as may be identified. The Total Project Budget does not include the costs of land, rights-of-way, or Project financing.

The Owner's Total Project Budget or Cost of the Work Budget may be updated, as necessary, during the Project. In the event the Owner's Budget is modified, and design changes are necessitated due to such modification, Owner shall notify Architect in writing. Unless otherwise specified in this Article, any design changes necessitated due to the modification of Owner's Budget shall be an Additional Service.

The City, the CMAR, and FGM Architects (FGMA) design team completed the Schematic design phase, including the development of preliminary cost estimates. The budget for the Cost of the Work has been estimated to be $17.5M.

As FGMA further refines the Project through the Design Development and Construction Documents Phases, the CMAR shall provide estimates for the Cost of the Work. The estimates of the Cost of Work shall account for reasonable contingencies for price escalation, market conditions, and design changes necessitated by unforeseen conditions, concealed conditions, or conflicts and errors in the Contract Documents. FGMA shall be entitled to rely on the accuracy and completeness of the estimates. In the event revisions to the drawings, specifications, or other documents by FGMA is required due to inaccuracies or incompleteness of the estimated Cost of the Work, or due to market conditions that could not be reasonably anticipated by FGMA, FGMA shall revise Drawings, Specifications, and other documents as an Additional Service.

The CMAR shall provide an estimated Cost of the Work prior to the conclusion of the Design Development Phase. If, prior to the conclusion of the Design Development Phase, the estimated Cost of the Work exceeds the Owner's Budget, FGMA may recommend reasonable adjustments to the Owner's budget or suggest design alternatives as may be necessary to adjust the estimated Cost of Work to meet Owner's budget. Owner acknowledges that FGMA does not control the costs of labor, materials, or equipment. Owner further acknowledges that FGMA does not control the methods of determining bid prices, competitive bidding, or negotiation processes. If Owner selects a design alternative proposed by FGMA prior to the conclusion of the Design Development Phase, FGMA, without additional compensation, shall incorporate the revisions in the Construction Documents Phase.

If, after the commencement of the Construction Documents Phase, the estimated Cost of the Work exceeds the Owner's Budget, the Owner shall: (1) approve, in writing, an increase in the Owner's Budget; (2) work with FGMA to make necessary modifications to the Project's scope or quality to reduce the Cost of the Work; or (3) terminate in accordance with Section 8 of the Contract Agreement for Professional Services. In the event the Owner selects to modify the Project's scope or quality to reduce the Cost of Work within the Owner's Budget, FGMA shall, as an Additional Service, make required revisions to the drawings, specifications, and other documents.

DESIGN TEAM:

Design team members and roles are listed below:

FGM Architects Inc.	Architect / Project Management
Agnew Associates, Inc.	Mechanical, Electrical, Plumbing, and Fire Protection
Steinman Luevano Structures, LLP	Structural Engineer
Lynn Engineering	Civil Engineer
STUDIO 16:19, LLC	Landscape Architect

SCOPE OF PROFESSIONAL SERVICES:

FGMA and its team of consultants will provide professional services for the design and construction of the facility to include the following scope:

- Architectural design.
- Interior design, including all interior finishes and lighting.
- Building signage and interior room signage as required by code.
- Basic Furniture Plan and Coordination (Architect will provide a generic furniture plan as a Basic Service for locating electrical and data connections).
- Residential Kitchen Equipment Selection:
    - Architect will provide a generic equipment plan as a Basic Service for locating electrical and utility connections.
    - Architect will make recommendations for kitchen equipment limited to non-commercial refrigerators, ranges, dishwashers, ice makers and microwaves (excludes commercial ranges and kitchen hoods). Design shall comply with applicable codes and ordinances.

- Structural Engineering Services:
  - Structural design criteria
  - Foundation design
  - Structural steel framing design
  - ICC 500 Shelter design
- Mechanical, Electrical, and Plumbing Engineering Services:
  - Mechanical HVAC and temperature controls
  - Electrical power and lighting
  - Plumbing domestic water, sanitary sewer, and natural gas
  - Fire sprinkler and fire alarm systems will be by performance specification.
  - Pre-functional and Functional Commissioning Services for MEP systems to meet IECC 2021 requirements.
- Technology Design Services:
  - Access control and video surveillance systems
  - Dispatch Design and Coordination
  - Structured cabling, network drop locations and pathways for voice, data, cable TV and audio-visual systems
  - Audio visual equipment selection and specification
- Civil Engineering Services:
  - Grading and drainage
  - Paving
  - Water supply
  - Sanitary sewer
  - Dimension control
  - Erosion control.
  - Storm water pollution prevention plan (SWPPP).
  - Planning Department preliminary and final site plan submittal.
- Landscape and Irrigation Design:
  - Landscape planting design
  - Hardscape design
  - Irrigation design
  - Planning Department preliminary and final landscape and irrigation plan submittal.
- TDLR TAS (Texas Accessibility Standards):
  - Response to plan review comments
  - Coordination of the site inspection at the completion of construction
  - TDLR fees are listed under Compensation.
- Construction site observation visits averaging twice per month.
- Architect will provide the Contractor with the Revit model (upon execution of Architect's waiver form) for their use in preparing shop drawing submittals. Architect will not prepare background drawings for the Contractor.
- PDF Record Documents (Conformed Documents) reflecting contract changes from accepted contingency expenditures or change orders.

fgma

DELIVERABLES & MEETINGS:

Anticipated submittals and Owner review meetings by phase:

- 50% Design Development
- 100% Design Development (Owner review meeting)
- 50% Construction Documents
- 95% Construction Documents (Owner review meeting)
- 100% Construction Documents (Issue for Bidding)

PHASES OF PROFESSIONAL SERVICES:

Programming Phase

Programming Phase services were provided as part of a previous contract.

Schematic Design

Schematic Design services were provided as part of a previous contract.

Design Development

FGMA will initiate the Design Development Phase based on previously completed Schematic Design documents. The intent of this phase is to refine and further define all design elements of the project. Coordination of building systems will be addressed and final system and equipment selections will be made.

FGMA will attend design meetings at each anticipated submittal as stated above under Deliverables & Meetings. Virtual meetings will be utilized as needed to facilitate communication.

To conclude the phase, we will finalize and submit Design Development documents to the City for review and approval, and to the CMAR for review. Deliverables will include:

- Drawings
- Supporting design information and/or narratives
- Project Manual including Draft Specifications

Construction Documents Phase

Based on approved Design Development documents and any adjustments authorized by the City in the scope, quality, or project budget, the FGMA team will initiate the Construction Documents Phase. The Construction Documents serve to communicate to the City and its General Contractor and subcontractors the work required to build the new facility, including specified materials and equipment, relationships of materials and systems, and quality level.

We will attend design meetings at each anticipated submittal as stated above under Deliverables & Meetings. Virtual meetings will be utilized as needed to facilitate communication.

At the 95%-complete stage of this phase, we will submit Construction Documents to the City for review and approval, and to the CMAR for review. Deliverables will include:

- Drawings
- Supporting design information and/or narratives
- Technical Specifications

Based on comments received from the City and CMAR on the 95%-complete submittal, the FGMA team will finalize the documents and submit 100%-complete Construction Documents to the City and CMAR for Bidding purposes. Deliverables will include:

- Drawings
- Technical Specifications

Bidding/Award and Permitting Phase

Upon receiving authorization from the City, the FGMA team will assist the CMAR with the Bidding/Award and Permitting Phase. Tasks and activities during this Phase will include:

- Attend a Pre-Bid Meeting (Virtual).
- Respond to requests for information from bidders.
- Submit Documents for Permitting.

Construction Administration Phase

In the Construction Administration Phase, the FGMA team will endeavor to ensure that the project is completed expeditiously and, in the manner, intended. Tasks and activities during this Phase will include:

- Provide administration of the construction contract including advising and consulting with the City and the CMAR, acting as City's advocate; forwarding City's instructions to the CMAR; review of shop drawings, samples, and other submissions of the trade contractors; interpreting the documents for the trade contractors; issuing certifications of payment and certificates of substantial completion and preparing and issuing change orders.
- Attend a Pre-Construction Meeting.
- Provide periodic on-site observation throughout the construction phase. On-site visits shall not be exhaustive or continuous, but appropriate to the stage of construction.
- Prepare and coordinate punch lists of items requiring remedial work or replacement. Provide a final walk-through review following Contractor's completion of the punch list items.
- Review and approve Contractor's final payment applications, after ensuring that close-out procedures are complete.
- Collect from the Contractor and deliver to the City required written warranties, operation and maintenance manuals, and other related documents.
- Prepare record documents based on contractor-supplied as-built drawings.

fgma

Additional Services:

The following shall be considered Additional Services:

- Construction Administration services provided beyond sixty (60) calendar days after the Substantial Completion date established in the original Construction Contract.
- Furniture selection and procurement Services.
- Design and specification of computer or telephone equipment and networking electronics (i.e., switches, routers, wireless access points, hubs, etc.).

For any Additional Services, authorized by contract amendment by the City, beyond the scope of this Proposal including major revisions to previously approved design documents or services not customarily furnished in accordance with generally accepted architectural and engineering practice, FGMA and its consultant shall be compensated on an hourly basis at their current published rates or as negotiated with the Owner in advance of these services.

Exclusions from Architect's Services

The need for the below services is not anticipated at this time, however, the Architect may provide them as Additional Services, when authorized by the Owner to complete the project.

- CA services occurring in more than one Phase
- Cost estimating
- Tree survey
- Off-site street ROW alterations and improvements
- Off-site utility engineering, including storm water utilities
- Hydrologic and hydraulic analysis, including streams and flood plains
- Additional geotechnical investigation for building foundation design recommendations and paving design recommendations as coordinated with the structural and civil engineer
- Underfloor drainage and foundation French drain systems – unless the Geotechnical Investigation makes these recommendations
- Construction staking
- Incorporating the Contractor's field changes into the contract documents. Contractor will deliver digital scans of mark-ups reflecting field changes.
- Waters of the United States delineation
- Threatened and endangered species habitat assessment
- Historical cultural resources assessment
- Traffic impact analysis
- Traffic control/signal studies or implementation
- Environmental or hazardous materials issues
- Leadership in Energy and Environmental Design (LEED) certification
- Preparation of systems life cycle cost analysis (LCA)
- Intrusion detection systems design
- Acoustical consulting beyond base design recommendations of interview rooms, large meeting rooms, tactical room, etc.
- Food service consulting
- Fueling systems and fuel canopies
- Public Community Meetings beyond those identified in the contract

- Professional models and renderings produced out-of-house
- Virtual reality animation beyond enhanced 3D content identified in above section
- Antenna Tower
- Off-site and downstream storm water drainage assessment

Owner Provided Services

The Owner shall retain consultants or vendors to furnish the below design services and building systems or authorize the Architect to furnish them as Additional Services when such services are required to complete the project.

- ICC 500 Peer Review Services (Must be contracted by Owner per code).
- Property zoning modifications, including Planned Developments (PD) or Special Use Permits (SUP) as applicable.
- Utility easement separate instrument dedication documents for water, sanitary sewer, storm sewer, drainage and/or utility easements required as a part of development of the site. Includes dedication statements, survey exhibits and metes and bounds descriptions for each easement and coordination with City staff for review and approval.
- Distributed Antenna System (DAS) design allowance (if communication signal strength is not sufficient near the completion of construction).
- Laboratory construction materials testing and inspections, including code-required special inspections (during construction).
- 3rd-party energy inspections required by building codes, if not provided by the Contractor.
- Enhanced, 3rd Party Building Commissioning (if desired)
- Selection, procurement, and installation of the following systems:
    - Telephone equipment/handsets and computer hardware, including networking electronics such as switches, routers, wireless access points, hubs, etc.
- Environmental Phase 1 Site Assessment

PROJECT SCHEDULE

The City and FGMA shall work to create a mutually agreeable schedule upon approval of the contract and issuance of Notice to Proceed by the City to FGMA. FGMA shall finalize this schedule with the City at the project kick-off meeting to clarify and confirm the assumptions made.

COMPENSATION:

- For the Professional Design Services described above in connection with the Project, as well as reimbursable costs (travel, printing, etc.), FGMA and its consultants shall be compensated in the amount of One-Million Six-Hundred-Ten Thousand dollars ($1,610,000).

- FGMA shall be reimbursed for TDLR plan review & building inspection services in amount not to exceed Five-Thousand dollars ($5,000).

- FGMA agrees to provide Furniture, Fixture and Equipment selection and procurement Services (FF&E), if requested by the Owner, for Fifty-Five Thousand dollars ($55,000).

CITY OF BAY CITY
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
MATAGORDA COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Bay City, Texas, (the "City") a Texas municipality, and **FGM Architects Inc.** ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit "A"**. The work as described in the Scope of Work constitutes the "Project".

(B) The Services provided by Professional under this Agreement shall be performed with the professional skill and care ordinarily provide by competent architects practicing under the same or similar circumstances and professional license ("Standard of Care").

(C) The Professional shall, subject to the Professional's Standard of Care, make reasonable effort to perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects are apparent to a reasonably competent professional practicing under the same or similar circumstance and professional license as the Professional or when Professional has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in **Exhibit "A"** and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses*: Any and all reimbursable expenses related to the Project shall be included in the scope of services **(Exhibit A)** and accounted for in the total contract amount. If these items are not specifically accounted for in **Exhibit A,** all reimbursable expenses related to the Project shall be paid only if approved in advance in writing.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any negligent errors or omissions as appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work as reflected in Exhibit A must be approved in writing by the City. If the Professional is of the opinion that any work requested by the City is beyond that contemplated in the Scope of Work reflected in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in **Exhibit A**. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. Any work undertaken by Professional not approved as additional work shall be at risk of the Professional.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached **Exhibit B** throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in **Exhibit B**, Professional shall maintain the following limits and types of insurance:

- *Professional Liability Insurance*: professional errors and omissions liability insurance with limits of liability not less than $1,000,000 per claim covering all work performed by the Professional. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after Substantial Completion of Professional Services with the Professional continuing to furnish the City certificates of insurance.

- *Workers Compensation Insurance*: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

- *General Liability Insurance*: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $1,000,000 per occurrence and $2,000,000 general aggregate. The Policy shall include a Per Project Aggregate Limit. The general aggregate shall be no less than $2,000,000.

- *Automobile Liability Insurance*: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined single limit of at least $1,000,000 per occurrence. Coverage shall include all hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently

rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as **Exhibit "C"**.

To the fullest extent permitted by law, the total liability, in the aggregate, of Professional, Professional's officers, directors, partners, employees, agents, and subconsultants, to City and anyone claiming by, through, and under the City for any claims, losses, costs, expenses, or damages whatsoever arising out of, resulting from, or in any way related to the project or this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed available proceeds from any applicable insurance policy provided under this Section 6.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Professional shall require Subcontractors to comply with all applicable provisions of this Agreement. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Non-Exclusive License to Use of Documents.* Upon completion of this Agreement and prompt payment as set forth in **Exhibit A**, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement ("Architect's Instruments of Service") shall be made available, upon request, to the City. THE CITY SHALL NOT REUSE OR MAKE ANY MODIFICATION TO THE ARCITECT'S INSTRUMENTS OF SERVICE. FURTHER, THE ARCHITECT'S INSTRUMENTS OF SERVICE ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS WITHOUT PRIOR WRITTEN AUTHORIZATION. ANY REUSE WITHOUT PRIOR AUTHORIZATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. IN THE EVENT THE CITY OR THE CITY'S EMPLOYEE OR AGENT REUSES OR MODIFIES ARCHITECT'S INSTRUMENTS OF SERVICE,THE CITY SHALL INDEMNIFY AND HOLD HARMLESS PROFESSIONAL FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CAUSES OF ACTION, LOSSES, ATTORNEYS' FEES, COSTS, OR EXPENSES. Professional shall retain all pre-existing proprietary rights in Architect's Instruments of Service provided to the City, but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes of constructing, using, maintain, altering, and adding to the project. If Professional terminates

this Agreement for cause pursuant to Section 8 (A)(2), the license granted under this Section shall terminate. The Professional may, at Professional's expense, have copies made of the Architect's Instruments of Service or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall place the professional seal on documents and data furnished by the Professional to the City if and when legally required. The City acknowledges and agrees that Professional shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, including Jobsite Safety precautions and programs, nor the costs of labor, materials or equipment and the City agrees to waive and release any claims against Professional related to the same. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees. The City agrees that it shall require the general contractor to name the City, the Professional, and the Professional's subconsultants as additional insureds under the general contractor's general liability policy.

(D) *Compliance with Laws.* To the extent consistent with the Professional's Standard of Care, the Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, to the extent available, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the

value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services (**Exhibit A**), this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in accordance with Exhibit A and any extension of time authorized by the City or under this Agreement, upon not less than fourteen (14) days written notice and opportunity to cure the same;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been performed by the Professional. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional agrees to indemnify and hold harmless the City of Bay City, Texas and its employees, officials, and representatives in their official capacities (the "Indemnified Parties") from judgments, expenses (including attorney's fees that are recoverable under law), costs, and damages (whether common law or statutory), the Indemnified Parties owe, after adjudication, a third party, for injuries to persons (including death) or to property (both real and personal) to the extent caused by the negligent services performed and provided by Professional BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE, AS APPLICABLE. Professional shall be entitled to reimbursement of any defense costs paid above Professional's percentage of liability for any claim provided for under this paragraph. This indemnification provision (including any reimbursement obligations) is subject to and limited by the amount recoverable under the applicable insurance policy provided for under Section 6.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (unless notice is provided to the contrary) on the date the notice is: (i) delivered in person to the address set forth below; (ii) 5 business days after the later of: (a) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and (b) sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this

Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Matagorda County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Matagorda County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. To the extent there is a conflict between any term in this Agreement and any exhibit attached hereto, this Agreement shall govern.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral

understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time during Professional's normal business hours. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 business days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Boycott Israel Prohibition. Professional, executing this Agreement verifies that it does not Boycott Israel, and during the term of this Agreement will not Boycott Israel, as that term is defined in Texas Government Code Section 808.001.

Section 25. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 26. Waiver of Consequential Damages. In no event shall either party be liable for any loss of profit, indirect, incidental, special, punitive, or consequential damages (including damages for delay) arising out of or relating to this Agreement.

Section 27. Complaints. The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711-2337, (512) 305-9000 www.tbae.state.tx.us has jurisdiction over complaints regarding the practice of persons registered as Architects in Texas.

EXECUTED, by the City on this the 19th day of August, 2024.

CITY:

By:_____
Name: Robert K. Nelson
Title: Mayor

PROFESSIONAL:

By:_____
Name: Jaime Palomo, AIA
Title: Principal, Managing Director

By:_____
Name: Brian Meade, AIA
Title: Principal

ADDRESS FOR NOTICE:

CITY

City of Bay City
Attn: Scotty Jones
1901 Fifth Street
Bay City, Texas 77414

with a copy to:

City Attorney
City of Bay City, Texas
Attn: Anne Marie Odefey
PO Box 9
Port Lavaca, TX 77979

PROFESSIONAL

FGM Architects Inc.
Attn: Jaime Palomo, AIA
3711 South Mopac Expressway
Building Two, Suite 150
Austin, Texas 78746

Exhibit "A"

EXHIBIT A
Scope of Services & Compensation (Proposal)

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

Meeting Date:	8/12/2025	Date Submitted:	8/7/2025
Prepared By:	Scotty Jones, City Manager	Presented By *(if different)*	
Department:	Administration	Type of Agenda Item:	Regular

ITEM TITLE: 2025 ANNUAL SERVICE PLAN (SAP) UPDATE

AGENDA LANGUAGE:

An Ordinance of The City of Bay City, Texas Approving the 2025 Annual Service and Assessment Plan and Assessment Roll for the Russell Ranch Public Improvement District including the collection of the 2025 Annual Installments.

EXECUTIVE SUMMARY/BACKGROUND

BACKGROUND: On December 21, 2021, the City Council approved by resolution the creation of a public improvement district (PID) under Chapter 372 of the Texas Local Government Code. The PID was created to act as a financing tool for reimbursement of public improvements in relation to a residential development known as Russell Ranch. The boundaries are approximately 50 acres located in the East part of the City of Bay City between Hubbard Road and Old Van Vleck Road, North of the intersection of FM 457 and Hwy 35.

A PID can finance capital costs to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District.

The Service and Assessment Plan (SAP) is the document that apportions the levy on the properties in the PID for the costs of the public improvements. The SAP is prepared by the City's consultants based on an engineer's opinion of probable costs of the public improvements to construct and complete the project and it provides the method and formula for levying against the lots in the PID.

The Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act.

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

FINANCIAL NOTES
N/A

RECOMMENDATION: Staff recommends approving the Ordinance.

ATTACHMENTS: Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RUSSELL RANCH PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

WHEREAS, the City of Bay City, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Russell Ranch Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Matagorda County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing on the creation of the District and the advisability of the improvements; and

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on December 21, 2021 (the "Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 13th day of August, 2024, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS**,** the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS**,** the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Bay City, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Bay City, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Bay City, Texas without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

APPROVED AND ADOPTED this ___ day of August, 2025.

CITY OF BAY CITY, TEXAS

_____
Robert K. Nelson, Mayor

ATTEST:

_____
Jeanna Thompson, City Secretary

Approved By:

_____
Anne Marie Odefey, City Attorney

Council Member:	**Voted Aye**	**Voted No**	**Absent**
Jim Folse Mayor Pro Tem	_____	_____	_____
Ben Flores	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Susan Reardon	_____	_____	_____
Blayne Finlay	_____	_____	_____

Robert K. Nelson _____ _____ _____

_____
Robert K. Nelson, Mayor

ATTEST: Approved By:

_____ _____
Jeanna Thompson, City Secretary Anne Marie Odefey, City Attorney

STATE OF TEXAS §
§
COUNTY OF MATAGORDA §

Before me, the undersigned authority, on this day personally appeared Robert Nelson, the Mayor of the City of Bay City, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
[NOTARY STAMP] Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

RUSSELL RANCH
PUBLIC IMPROVEMENT DISTRICT
2025 ANNUAL SERVICE PLAN UPDATE

AUGUST 12, 2025

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings given to them in the 2024 Service and Assessment Plan (the "2024 SAP") or unless the context in which a term is used clearly requires a different meaning.

On December 21, 2021, the City passed and approved Resolution No. R-2021-0032 authorizing the establishment of the District in accordance with the PID Act, as amended, which authorization was effective upon approval in accordance with the PID Act.

On August 13, 2024, the City approved the Service and Assessment Plan for the District by adopting Ordinance No. 1734 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Roll.

The 2024 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2024 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2024 SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

- The final plat of Russell Ranch, attached as **Exhibit C**, was filed and recorded within the County on August 13, 2024, and consists of 192 residential Lots and 7 Lots of Non-Benefited Property.

District	
Lot Type	**Number of Lots**
Lot Type 1	192
Total	**192**

See **Exhibit D** for the Lot Type classification map.

LOT AND HOME SALES

Per the Owner as of March 31, 2025, the lot ownership composition is provided below:

- Owner Owned:
  - Lot Type 1: 152
- Homebuilder Owned:
  - Lot Type 1: 40
- End-User Owner:
  - Lot Type 1: 0

See **Exhibit E** for the buyer disclosure.

[Remainder of page left intentionally blank]

AUTHORIZED IMPROVEMENTS

Per the Owner, the Authorized Improvements listed in the 2025 SAP for the District are currently under construction and projected to be completed in the 3rd quarter of 2025. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvement Budget				
Authorized Improvements	**Budget**	**Actual Costs Spent to Date[a]**	**Percent of Budget Spent**	**Forecast Completion Date[a]**
Public Improvements				
Roadways	$ 2,062,206	$ 2,855,614	138.47%	Completed Q3 2024
Water	565,473	755,912	133.68%	Completed Q2 2024
Sanitary Sewer	725,636	849,362	117.05%	Completed Q2 2024
Drainage	2,160,244	2,342,733	108.45%	Completed Q2 2024
Dentention	1,024,000	807,999	78.91%	Completed Q1 2024
Landscaping, Irrigation & Sign	40,000	128,264	320.66%	Completed Q2 2024
Contingency	252,096	64,038	25.40%	Completed Q3 2024
Soft Costs	1,170,229	1,917,739	163.88%	Q3 2025
Total	**$ 7,999,884**	**$ 9,721,660**	121.52%	

Footnotes:

[a] As provided by the developer on 7/9/2025.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $9,461,653.41.

ANNUAL INSTALLMENT DUE 1/31/2026

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is $766,088.19.
- ***TIRZ Number 4 Annual Credit Amount*** – The total TIRZ Number 4 Annual Credit Amount, credited against the principal and interest required for the Annual Installment, is $0.00.
- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is $32,403.75. A breakdown of the Annual Collection Costs is shown below.

District	
Annual Collection Costs Breakdown	
Administration	$18,360.00
City Auditor	1,000.00
Filing Fees	1,000.00
County Collection	205.00
Draw Request Review	3,400.00
Collection Cost Maintenance	10,000.00
CCMB Credit	(1,561.25)
Total Annual Collection Costs	**$32,403.75**

District		
Due January 31, 2026		
Principal	$	109,449.44
Interest		656,638.75
Annual Collection Costs	$	32,403.75
Total Annual Installment	**$**	**798,491.94**

Please contact P3Works for the pay period for the District. See **Exhibit B** for the Annual Installment schedule for the District.

PREPAYMENT OF ASSESSMENTS IN FULL

No Parcels have made full Prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

No Parcels have made partial Prepayments.

TIRZ NUMBER 4 ANNUAL CREDIT

The TIRZ Number 4 Annual Credit Amount shall only be applied to the principal and interest component of the Annual Installment, as further described in the SAP. Application of qualifying property tax exemptions may decrease or eliminate the amount of the TIRZ Number 4 Annual Credit Amount on a parcel-by-parcel basis. Since properties within the District have not accrued sufficient Incremental Value, there is no TIRZ Number 4 Annual Credit Amount included in the 2025 Annual Service Plan Update.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		District				
Annual Installments Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Reimbursement Obligation						
Principal		$ 109,449.44	$ 117,045.23	$ 125,168.17	$ 133,854.84	$ 143,144.37
Interest		$ 656,638.75	$ 649,042.96	$ 640,920.02	$ 632,233.34	$ 622,943.82
	(1)	$ 766,088.19	$ 766,088.19	$ 766,088.19	$ 766,088.19	$ 766,088.19
Additional Interest[a]	(2)	$ -	$ -	$ -	$ -	$ -
Annual Collection Costs	(3)	$ 32,403.75	$ 24,444.30	$ 24,933.19	$ 25,431.85	$ 25,940.49
Total Annual Installments	**(4) = (1) + (2) + (3)**	**$ 798,491.94**	**$ 790,532.49**	**$ 791,021.38**	**$ 791,520.04**	**$ 792,028.68**

Footnotes:

[a] Additional Interest will not be charged on the Assessment until PID Bonds are issued.

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total assessments, and current Annual Installment are shown on the District Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

EXHIBIT A – ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment[b]	Annual Installment Due 1/31/2026[b]
19964	Non-Benefited	$ -	$ -
134654	Lot Type 1	$ 49,279.44	$ 4,158.81
134655	Non-Benefited	$ -	$ -
134656	Lot Type 1	$ 49,279.44	$ 4,158.81
134657	Lot Type 1	$ 49,279.44	$ 4,158.81
134658	Lot Type 1	$ 49,279.44	$ 4,158.81
134659	Lot Type 1	$ 49,279.44	$ 4,158.81
134660	Lot Type 1	$ 49,279.44	$ 4,158.81
134661	Lot Type 1	$ 49,279.44	$ 4,158.81
134662	Lot Type 1	$ 49,279.44	$ 4,158.81
134663	Lot Type 1	$ 49,279.44	$ 4,158.81
134664	Lot Type 1	$ 49,279.44	$ 4,158.81
134665	Lot Type 1	$ 49,279.44	$ 4,158.81
134666	Lot Type 1	$ 49,279.44	$ 4,158.81
134667	Lot Type 1	$ 49,279.44	$ 4,158.81
134668	Lot Type 1	$ 49,279.44	$ 4,158.81
134669	Lot Type 1	$ 49,279.44	$ 4,158.81
134670	Lot Type 1	$ 49,279.44	$ 4,158.81
134671	Lot Type 1	$ 49,279.44	$ 4,158.81
134672	Lot Type 1	$ 49,279.44	$ 4,158.81
134673	Lot Type 1	$ 49,279.44	$ 4,158.81
134674	Lot Type 1	$ 49,279.44	$ 4,158.81
134653	Lot Type 1	$ 49,279.44	$ 4,158.81
134675	Lot Type 1	$ 49,279.44	$ 4,158.81
134652	Lot Type 1	$ 49,279.44	$ 4,158.81
134650	Lot Type 1	$ 49,279.44	$ 4,158.81
134629	Lot Type 1	$ 49,279.44	$ 4,158.81
134630	Lot Type 1	$ 49,279.44	$ 4,158.81
134631	Lot Type 1	$ 49,279.44	$ 4,158.81
134632	Lot Type 1	$ 49,279.44	$ 4,158.81
134633	Lot Type 1	$ 49,279.44	$ 4,158.81
134634	Lot Type 1	$ 49,279.44	$ 4,158.81
134635	Lot Type 1	$ 49,279.44	$ 4,158.81
134636	Lot Type 1	$ 49,279.44	$ 4,158.81
134637	Lot Type 1	$ 49,279.44	$ 4,158.81
134638	Lot Type 1	$ 49,279.44	$ 4,158.81
134639	Lot Type 1	$ 49,279.44	$ 4,158.81
134640	Lot Type 1	$ 49,279.44	$ 4,158.81
134641	Lot Type 1	$ 49,279.44	$ 4,158.81
134642	Lot Type 1	$ 49,279.44	$ 4,158.81

Property ID[a]	Lot Type	Outstanding Assessment[b]	Annual Installment Due 1/31/2026[b]
134643	Lot Type 1	$ 49,279.44	$ 4,158.81
134644	Lot Type 1	$ 49,279.44	$ 4,158.81
134645	Lot Type 1	$ 49,279.44	$ 4,158.81
134646	Lot Type 1	$ 49,279.44	$ 4,158.81
134647	Lot Type 1	$ 49,279.44	$ 4,158.81
134648	Lot Type 1	$ 49,279.44	$ 4,158.81
134649	Lot Type 1	$ 49,279.44	$ 4,158.81
134651	Lot Type 1	$ 49,279.44	$ 4,158.81
134628	Lot Type 1	$ 49,279.44	$ 4,158.81
134676	Lot Type 1	$ 49,279.44	$ 4,158.81
134678	Lot Type 1	$ 49,279.44	$ 4,158.81
134704	Lot Type 1	$ 49,279.44	$ 4,158.81
134705	Lot Type 1	$ 49,279.44	$ 4,158.81
134706	Lot Type 1	$ 49,279.44	$ 4,158.81
134707	Lot Type 1	$ 49,279.44	$ 4,158.81
134708	Lot Type 1	$ 49,279.44	$ 4,158.81
134709	Lot Type 1	$ 49,279.44	$ 4,158.81
134710	Lot Type 1	$ 49,279.44	$ 4,158.81
134711	Lot Type 1	$ 49,279.44	$ 4,158.81
134712	Lot Type 1	$ 49,279.44	$ 4,158.81
134713	Lot Type 1	$ 49,279.44	$ 4,158.81
134714	Lot Type 1	$ 49,279.44	$ 4,158.81
134715	Lot Type 1	$ 49,279.44	$ 4,158.81
134716	Lot Type 1	$ 49,279.44	$ 4,158.81
134717	Lot Type 1	$ 49,279.44	$ 4,158.81
134718	Lot Type 1	$ 49,279.44	$ 4,158.81
134719	Lot Type 1	$ 49,279.44	$ 4,158.81
134720	Lot Type 1	$ 49,279.44	$ 4,158.81
134721	Lot Type 1	$ 49,279.44	$ 4,158.81
134722	Lot Type 1	$ 49,279.44	$ 4,158.81
134723	Lot Type 1	$ 49,279.44	$ 4,158.81
134724	Lot Type 1	$ 49,279.44	$ 4,158.81
134703	Lot Type 1	$ 49,279.44	$ 4,158.81
134677	Lot Type 1	$ 49,279.44	$ 4,158.81
134702	Lot Type 1	$ 49,279.44	$ 4,158.81
134700	Lot Type 1	$ 49,279.44	$ 4,158.81
134679	Lot Type 1	$ 49,279.44	$ 4,158.81
134680	Lot Type 1	$ 49,279.44	$ 4,158.81
134681	Lot Type 1	$ 49,279.44	$ 4,158.81
134682	Lot Type 1	$ 49,279.44	$ 4,158.81

Property ID[a]	Lot Type	Outstanding Assessment[b]	Annual Installment Due 1/31/2026[b]
134683	Lot Type 1	$ 49,279.44	$ 4,158.81
134684	Lot Type 1	$ 49,279.44	$ 4,158.81
134685	Lot Type 1	$ 49,279.44	$ 4,158.81
134686	Lot Type 1	$ 49,279.44	$ 4,158.81
134687	Lot Type 1	$ 49,279.44	$ 4,158.81
134688	Lot Type 1	$ 49,279.44	$ 4,158.81
134689	Non-Benefited	$ -	$ -
134690	Non-Benefited	$ -	$ -
134691	Lot Type 1	$ 49,279.44	$ 4,158.81
134692	Lot Type 1	$ 49,279.44	$ 4,158.81
134693	Lot Type 1	$ 49,279.44	$ 4,158.81
134694	Lot Type 1	$ 49,279.44	$ 4,158.81
134695	Lot Type 1	$ 49,279.44	$ 4,158.81
134696	Lot Type 1	$ 49,279.44	$ 4,158.81
134697	Lot Type 1	$ 49,279.44	$ 4,158.81
134698	Lot Type 1	$ 49,279.44	$ 4,158.81
134699	Lot Type 1	$ 49,279.44	$ 4,158.81
134701	Lot Type 1	$ 49,279.44	$ 4,158.81
134725	Non-Benefited	$ -	$ -
134627	Lot Type 1	$ 49,279.44	$ 4,158.81
134625	Lot Type 1	$ 49,279.44	$ 4,158.81
134554	Lot Type 1	$ 49,279.44	$ 4,158.81
134555	Lot Type 1	$ 49,279.44	$ 4,158.81
134556	Lot Type 1	$ 49,279.44	$ 4,158.81
134557	Lot Type 1	$ 49,279.44	$ 4,158.81
134558	Lot Type 1	$ 49,279.44	$ 4,158.81
134559	Lot Type 1	$ 49,279.44	$ 4,158.81
134560	Lot Type 1	$ 49,279.44	$ 4,158.81
134561	Lot Type 1	$ 49,279.44	$ 4,158.81
134562	Lot Type 1	$ 49,279.44	$ 4,158.81
134563	Lot Type 1	$ 49,279.44	$ 4,158.81
134564	Lot Type 1	$ 49,279.44	$ 4,158.81
134565	Lot Type 1	$ 49,279.44	$ 4,158.81
134566	Lot Type 1	$ 49,279.44	$ 4,158.81
134567	Lot Type 1	$ 49,279.44	$ 4,158.81
134568	Lot Type 1	$ 49,279.44	$ 4,158.81
134569	Lot Type 1	$ 49,279.44	$ 4,158.81
134570	Lot Type 1	$ 49,279.44	$ 4,158.81
134571	Lot Type 1	$ 49,279.44	$ 4,158.81
134572	Lot Type 1	$ 49,279.44	$ 4,158.81

Property ID[a]	Lot Type	Outstanding Assessment[b]	Annual Installment Due 1/31/2026[b]
134573	Lot Type 1	$ 49,279.44	$ 4,158.81
134574	Lot Type 1	$ 49,279.44	$ 4,158.81
134553	Lot Type 1	$ 49,279.44	$ 4,158.81
134575	Lot Type 1	$ 49,279.44	$ 4,158.81
134552	Lot Type 1	$ 49,279.44	$ 4,158.81
134550	Lot Type 1	$ 49,279.44	$ 4,158.81
134529	Lot Type 1	$ 49,279.44	$ 4,158.81
134530	Lot Type 1	$ 49,279.44	$ 4,158.81
134531	Lot Type 1	$ 49,279.44	$ 4,158.81
134532	Lot Type 1	$ 49,279.44	$ 4,158.81
134533	Lot Type 1	$ 49,279.44	$ 4,158.81
134534	Lot Type 1	$ 49,279.44	$ 4,158.81
134535	Lot Type 1	$ 49,279.44	$ 4,158.81
134536	Lot Type 1	$ 49,279.44	$ 4,158.81
134537	Lot Type 1	$ 49,279.44	$ 4,158.81
134538	Lot Type 1	$ 49,279.44	$ 4,158.81
134539	Lot Type 1	$ 49,279.44	$ 4,158.81
134540	Lot Type 1	$ 49,279.44	$ 4,158.81
134541	Lot Type 1	$ 49,279.44	$ 4,158.81
134542	Lot Type 1	$ 49,279.44	$ 4,158.81
134543	Lot Type 1	$ 49,279.44	$ 4,158.81
134544	Lot Type 1	$ 49,279.44	$ 4,158.81
134545	Lot Type 1	$ 49,279.44	$ 4,158.81
134546	Lot Type 1	$ 49,279.44	$ 4,158.81
134547	Lot Type 1	$ 49,279.44	$ 4,158.81
134548	Lot Type 1	$ 49,279.44	$ 4,158.81
134549	Lot Type 1	$ 49,279.44	$ 4,158.81
134551	Lot Type 1	$ 49,279.44	$ 4,158.81
134626	Lot Type 1	$ 49,279.44	$ 4,158.81
134576	Lot Type 1	$ 49,279.44	$ 4,158.81
134578	Lot Type 1	$ 49,279.44	$ 4,158.81
134604	Lot Type 1	$ 49,279.44	$ 4,158.81
134605	Lot Type 1	$ 49,279.44	$ 4,158.81
134606	Lot Type 1	$ 49,279.44	$ 4,158.81
134607	Lot Type 1	$ 49,279.44	$ 4,158.81
134608	Lot Type 1	$ 49,279.44	$ 4,158.81
134609	Lot Type 1	$ 49,279.44	$ 4,158.81
134610	Lot Type 1	$ 49,279.44	$ 4,158.81
134611	Lot Type 1	$ 49,279.44	$ 4,158.81
134612	Lot Type 1	$ 49,279.44	$ 4,158.81

Property ID[a]	Lot Type	Outstanding Assessment[b]	Annual Installment Due 1/31/2026[b]
134613	Lot Type 1	$ 49,279.44	$ 4,158.81
134614	Lot Type 1	$ 49,279.44	$ 4,158.81
134615	Lot Type 1	$ 49,279.44	$ 4,158.81
134616	Non-Benefited	$ -	$ -
134617	Lot Type 1	$ 49,279.44	$ 4,158.81
134618	Lot Type 1	$ 49,279.44	$ 4,158.81
134619	Lot Type 1	$ 49,279.44	$ 4,158.81
134620	Lot Type 1	$ 49,279.44	$ 4,158.81
134621	Lot Type 1	$ 49,279.44	$ 4,158.81
134622	Lot Type 1	$ 49,279.44	$ 4,158.81
134623	Lot Type 1	$ 49,279.44	$ 4,158.81
134624	Lot Type 1	$ 49,279.44	$ 4,158.81
134603	Lot Type 1	$ 49,279.44	$ 4,158.81
134577	Lot Type 1	$ 49,279.44	$ 4,158.81
134602	Lot Type 1	$ 49,279.44	$ 4,158.81
134600	Lot Type 1	$ 49,279.44	$ 4,158.81
134579	Lot Type 1	$ 49,279.44	$ 4,158.81
134580	Lot Type 1	$ 49,279.44	$ 4,158.81
134581	Lot Type 1	$ 49,279.44	$ 4,158.81
134582	Lot Type 1	$ 49,279.44	$ 4,158.81
134583	Lot Type 1	$ 49,279.44	$ 4,158.81
134584	Lot Type 1	$ 49,279.44	$ 4,158.81
134585	Lot Type 1	$ 49,279.44	$ 4,158.81
134586	Lot Type 1	$ 49,279.44	$ 4,158.81
134587	Lot Type 1	$ 49,279.44	$ 4,158.81
134588	Lot Type 1	$ 49,279.44	$ 4,158.81
134589	Lot Type 1	$ 49,279.44	$ 4,158.81
134590	Lot Type 1	$ 49,279.44	$ 4,158.81
134591	Lot Type 1	$ 49,279.44	$ 4,158.81
134592	Lot Type 1	$ 49,279.44	$ 4,158.81
134593	Lot Type 1	$ 49,279.44	$ 4,158.81
134594	Lot Type 1	$ 49,279.44	$ 4,158.81
134595	Lot Type 1	$ 49,279.44	$ 4,158.81
134596	Lot Type 1	$ 49,279.44	$ 4,158.81
134597	Lot Type 1	$ 49,279.44	$ 4,158.81
134598	Lot Type 1	$ 49,279.44	$ 4,158.81
134599	Lot Type 1	$ 49,279.44	$ 4,158.81
134601	Lot Type 1	$ 49,279.44	$ 4,158.81
134726	Non-Benefited	$ -	$ -
District Total		**$ 9,461,653.41**	**$ 798,491.94**

Footnotes:

[a] Property IDs are preliminary and are subject to change based on the final certified rolls provided by the County prior to billing.

[b] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.

EXHIBIT B – DISTRICT ANNUAL INSTALLMENTS

	Reimbursement Obligation				
Installment Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment Due[c]
2026	$ 109,449.44	$ 656,638.75	$ -	$ 32,403.75	$ 798,491.94
2027	$ 117,045.23	$ 649,042.96	$ -	$ 24,444.30	$ 790,532.49
2028	$ 125,168.17	$ 640,920.02	$ -	$ 24,933.19	$ 791,021.38
2029	$ 133,854.84	$ 632,233.34	$ -	$ 25,431.85	$ 791,520.04
2030	$ 143,144.37	$ 622,943.82	$ -	$ 25,940.49	$ 792,028.68
2031	$ 153,078.59	$ 613,009.60	$ -	$ 26,459.30	$ 792,547.49
2032	$ 163,702.24	$ 602,385.95	$ -	$ 26,988.48	$ 793,076.67
2033	$ 175,063.18	$ 591,025.01	$ -	$ 27,528.25	$ 793,616.44
2034	$ 187,212.56	$ 578,875.62	$ -	$ 28,078.82	$ 794,167.01
2035	$ 200,205.12	$ 565,883.07	$ -	$ 28,640.39	$ 794,728.58
2036	$ 214,099.35	$ 551,988.84	$ -	$ 29,213.20	$ 795,301.39
2037	$ 228,957.85	$ 537,130.34	$ -	$ 29,797.47	$ 795,885.65
2038	$ 244,847.52	$ 521,240.67	$ -	$ 30,393.41	$ 796,481.60
2039	$ 261,839.94	$ 504,248.25	$ -	$ 31,001.28	$ 797,089.47
2040	$ 280,011.63	$ 486,076.56	$ -	$ 31,621.31	$ 797,709.50
2041	$ 299,444.44	$ 466,643.75	$ -	$ 32,253.73	$ 798,341.92
2042	$ 320,225.88	$ 445,862.31	$ -	$ 32,898.81	$ 798,987.00
2043	$ 342,449.56	$ 423,638.63	$ -	$ 33,556.79	$ 799,644.97
2044	$ 366,215.56	$ 399,872.63	$ -	$ 34,227.92	$ 800,316.11
2045	$ 391,630.92	$ 374,457.27	$ -	$ 34,912.48	$ 801,000.67
2046	$ 418,810.10	$ 347,278.09	$ -	$ 35,610.73	$ 801,698.92
2047	$ 447,875.52	$ 318,212.67	$ -	$ 36,322.94	$ 802,411.13
2048	$ 478,958.08	$ 287,130.10	$ -	$ 37,049.40	$ 803,137.59
2049	$ 512,197.78	$ 253,890.41	$ -	$ 37,790.39	$ 803,878.58
2050	$ 547,744.30	$ 218,343.89	$ -	$ 38,546.20	$ 804,634.39
2051	$ 585,757.76	$ 180,330.43	$ -	$ 39,317.12	$ 805,405.31
2052	$ 626,409.34	$ 139,678.84	$ -	$ 40,103.47	$ 806,191.65
2053	$ 669,882.15	$ 96,206.04	$ -	$ 40,905.53	$ 806,993.72
2054	$ 716,371.97	$ 49,716.22	$ -	$ 41,723.65	$ 807,811.83
Total	**$ 9,461,653.41**	**$ 12,754,904.08**	**$ -**	**$ 938,094.65**	**$ 23,154,652.14**

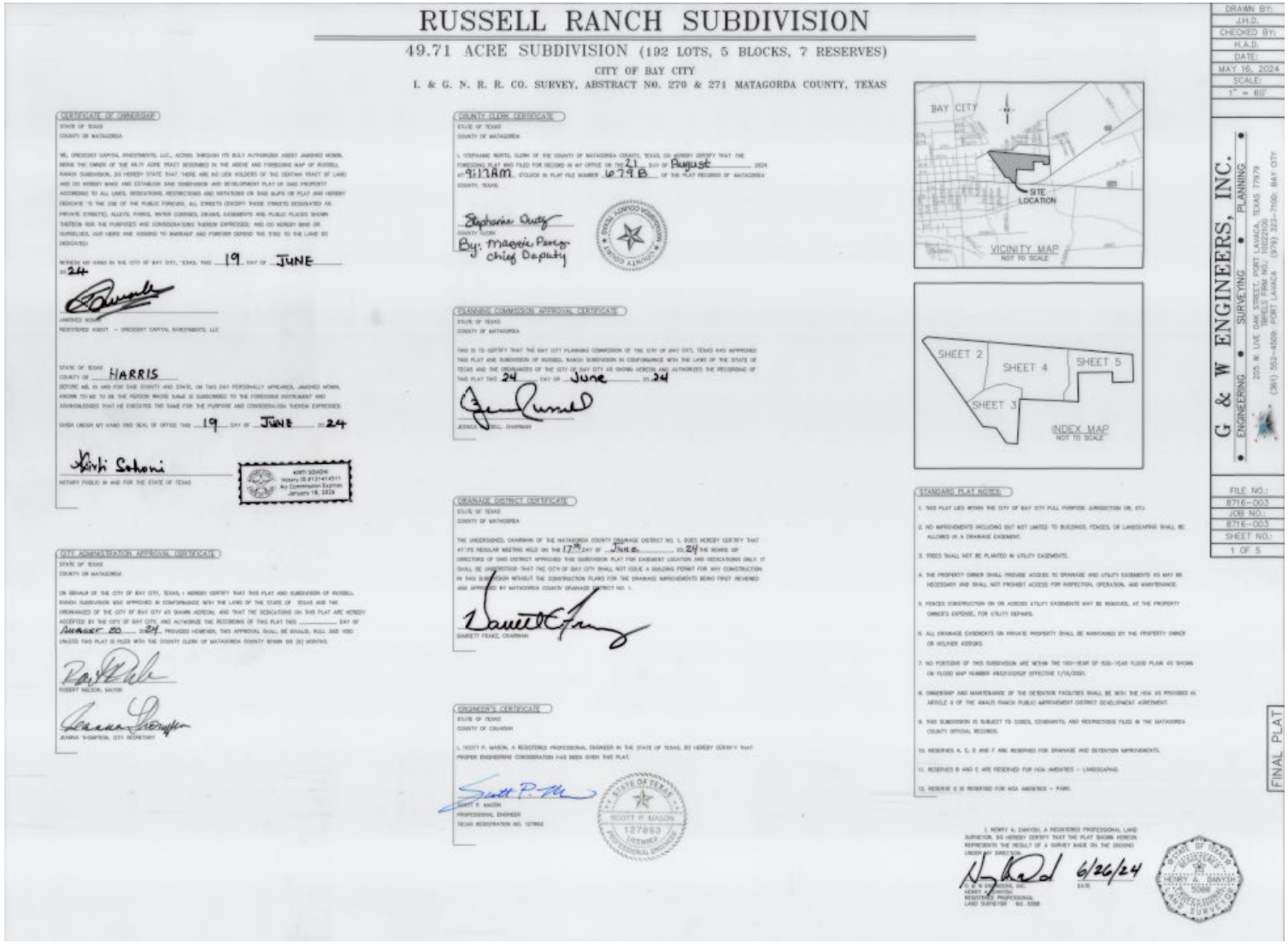
Footnotes:

[a] Interest on the Reimbursement Obligation is calculated at a rate of 6.94% which is less than 2% above the S&P Municipal Bond High Yield Index which was 5.58% as of June 27, 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] Excludes the TIRZ Number 4 Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT C - FINAL PLAT



RUSSELL RANCH SUBDIVISION

49.71 ACRE SUBDIVISION (192 LOTS, 5 BLOCKS, 7 RESERVES)

CITY OF BAY CITY

I. & G. N. R. R. CO. SURVEY, ABSTRACT NO. 270 & 271 MATAGORDA COUNTY, TEXAS

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF MATAGORDA

WE, CRESCENT CAPITAL INVESTMENTS, LLC., ACTING THROUGH ITS DULY AUTHORIZED AGENT JAMSHED MOMIN, BEING THE OWNER OF THE 49.71 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF RUSSELL RANCH SUBDIVISION, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND AND DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OR OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN THE CITY OF BAY CITY, TEXAS, THIS 19 DAY OF JUNE, 24

JAMSHED MOMIN
REGISTERED AGENT – CRESCENT CAPITAL INVESTMENTS, LLC

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, JAMSHED MOMIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF JUNE, 24

Kirti Sohoni
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

KIRTI SOHONI
Notary ID #131414511
My Commission Expires
January 18, 2026

SITE ADMINISTRATOR APPROVAL CERTIFICATE

STATE OF TEXAS
COUNTY OF MATAGORDA

ON BEHALF OF THE CITY OF BAY CITY, TEXAS, I HEREBY CERTIFY THAT THIS PLAT AND SUBDIVISION OF RUSSELL RANCH SUBDIVISION WAS APPROVED IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF BAY CITY AS SHOWN HEREON, AND THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY OF BAY CITY, AND AUTHORIZE THE RECORDING OF THIS PLAT THIS _____ DAY OF August 20 24, PROVIDED HOWEVER, THIS APPROVAL SHALL BE INVALID, NULL AND VOID UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK OF MATAGORDA COUNTY WITHIN SIX (6) MONTHS.

ROBERT NELSON, MAYOR

JUANA THOMPSON, CITY SECRETARY

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF MATAGORDA

I, STEPHANIE RUSTEK, CLERK OF THE COUNTY OF MATAGORDA COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 21 DAY OF August, 2024 AT 9:17AM, O'CLOCK IN PLAT FILE NUMBER 0718, OF THE PLAT RECORDS OF MATAGORDA COUNTY, TEXAS

Stephanie Rustek
COUNTY CLERK
By: Maggie Perez
Chief Deputy

PLANNING COMMISSION APPROVAL CERTIFICATE

STATE OF TEXAS
COUNTY OF MATAGORDA

THIS IS TO CERTIFY THAT THE BAY CITY PLANNING COMMISSION OF THE CITY OF BAY CITY, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF RUSSELL RANCH SUBDIVISION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF BAY CITY AS SHOWN HEREON, AND AUTHORIZES THE RECORDING OF THIS PLAT THIS 24 DAY OF June, 24

JESSICA RUSSELL, CHAIRMAN

DRAINAGE DISTRICT CERTIFICATE

STATE OF TEXAS
COUNTY OF MATAGORDA

THE UNDERSIGNED, CHAIRMAN OF THE MATAGORDA COUNTY DRAINAGE DISTRICT NO. 1, DOES HEREBY CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE 17th DAY OF June, 24 THE BOARD OF DIRECTORS OF SAID DISTRICT APPROVED THIS SUBDIVISION PLAT FOR EASEMENT LOCATION AND DEDICATIONS ONLY. IT SHALL BE UNDERSTOOD THAT THE CITY OF BAY CITY SHALL NOT ISSUE A BUILDING PERMIT FOR ANY CONSTRUCTION IN THIS SUBDIVISION WITHOUT THE CONSTRUCTION PLANS FOR THE DRAINAGE IMPROVEMENTS BEING FIRST REVIEWED AND APPROVED BY MATAGORDA COUNTY DRAINAGE DISTRICT NO. 1.

BARRETT FRANZ, CHAIRMAN

ENGINEER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

I, SCOTT P. MASON, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

SCOTT P. MASON
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 127883

STATE OF TEXAS
SCOTT P. MASON
127883
LICENSED
PROFESSIONAL ENGINEER

STANDARD PLAT NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF BAY CITY FULL PURPOSE JURISDICTION OR, ETJ.
2. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
3. TREES SHALL NOT BE PLANTED IN UTILITY EASEMENTS.
4. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
5. FENCES CONSTRUCTION ON OR ACROSS UTILITY EASEMENTS MAY BE REMOVED, AT THE PROPERTY OWNER'S EXPENSE, FOR UTILITY REPAIRS.
6. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HOLDER ASSIGNS.
7. NO PORTION OF THIS SUBDIVISION ARE WITHIN THE 100-YEAR OR 500-YEAR FLOOD PLAIN AS SHOWN ON FLOOD MAP NUMBER 48321C0252F EFFECTIVE 1/16/2020.
8. OWNERSHIP AND MAINTENANCE OF THE DETENTION FACILITIES SHALL BE WITH THE HOA AS PROVIDED IN ARTICLE II OF THE AMALFI RANCH PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT.
9. THIS SUBDIVISION IS SUBJECT TO CODES, COVENANTS, AND RESTRICTIONS FILED IN THE MATAGORDA COUNTY OFFICIAL RECORDS.
10. RESERVES A, C, D AND F ARE RESERVED FOR DRAINAGE AND DETENTION IMPROVEMENTS.
11. RESERVES B AND E ARE RESERVED FOR HOA AMENITIES – LANDSCAPING.
12. RESERVE G IS RESERVED FOR HOA AMENITIES – PARK.

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5088

6/26/24
DATE

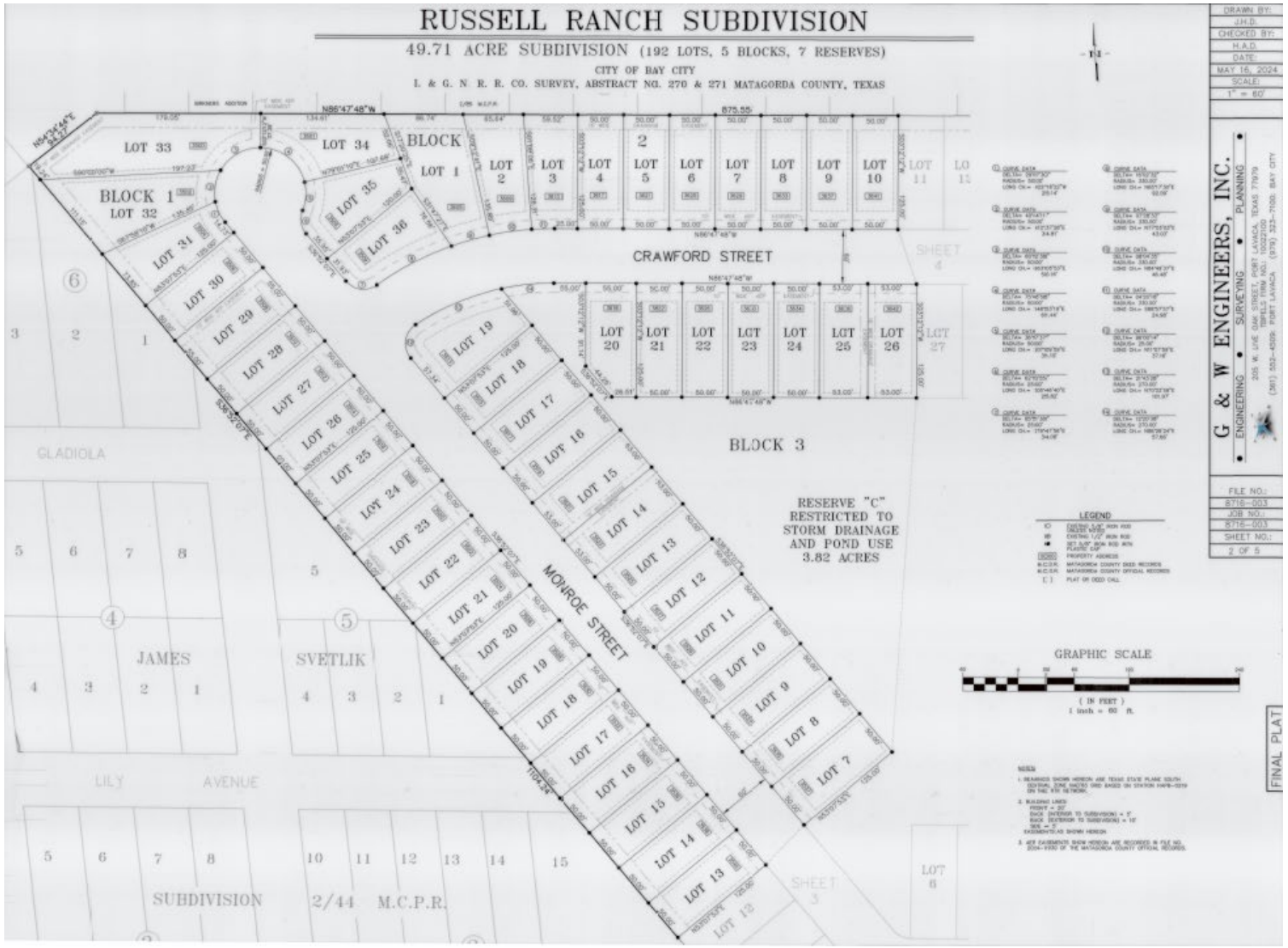
STATE OF TEXAS
HENRY A. DANYSH
5088
REGISTERED PROFESSIONAL LAND SURVEYOR

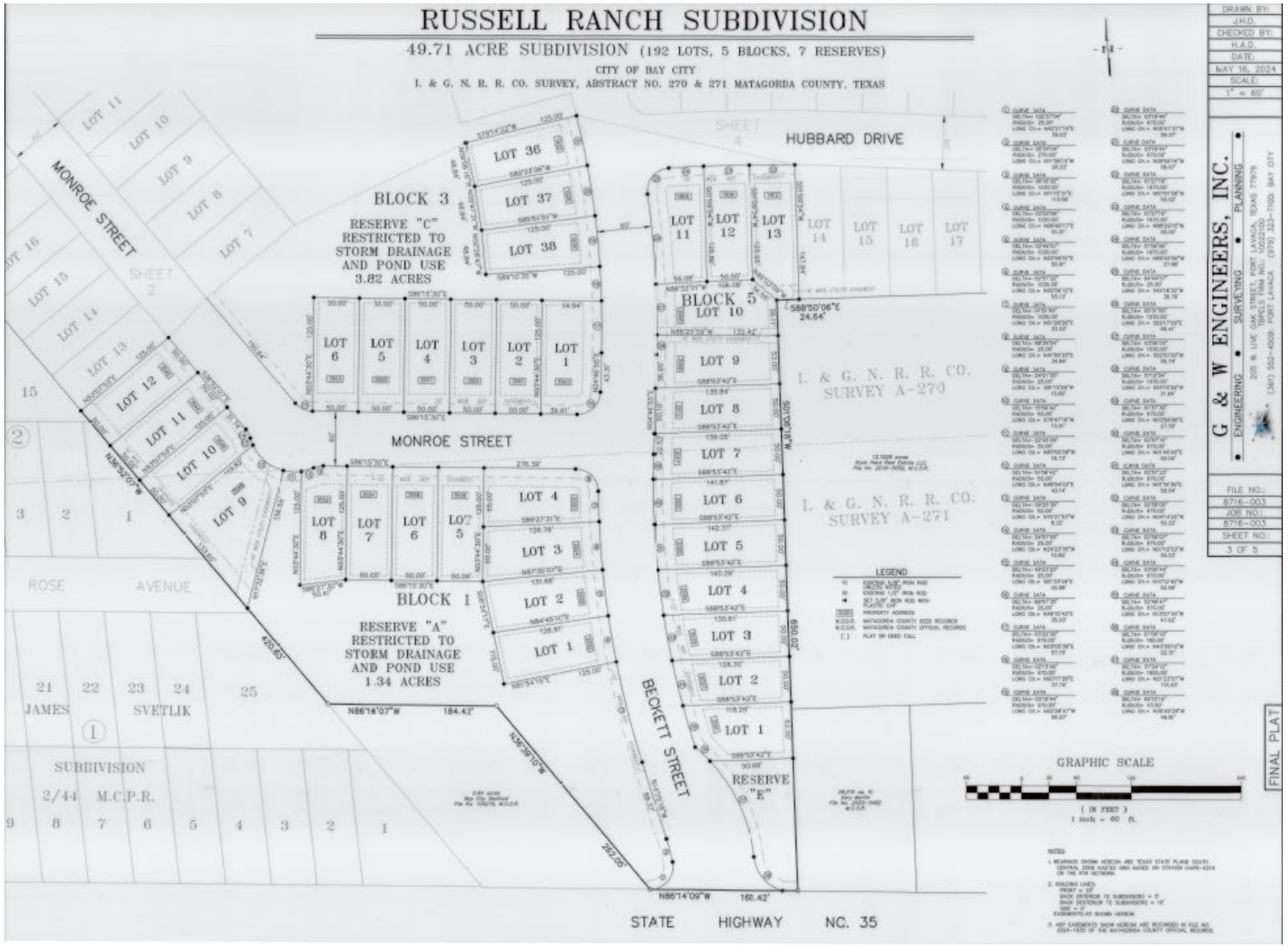
DRAWN BY: J.H.D.
CHECKED BY: H.A.D.
DATE: MAY 16, 2024
SCALE: 1" = 60'

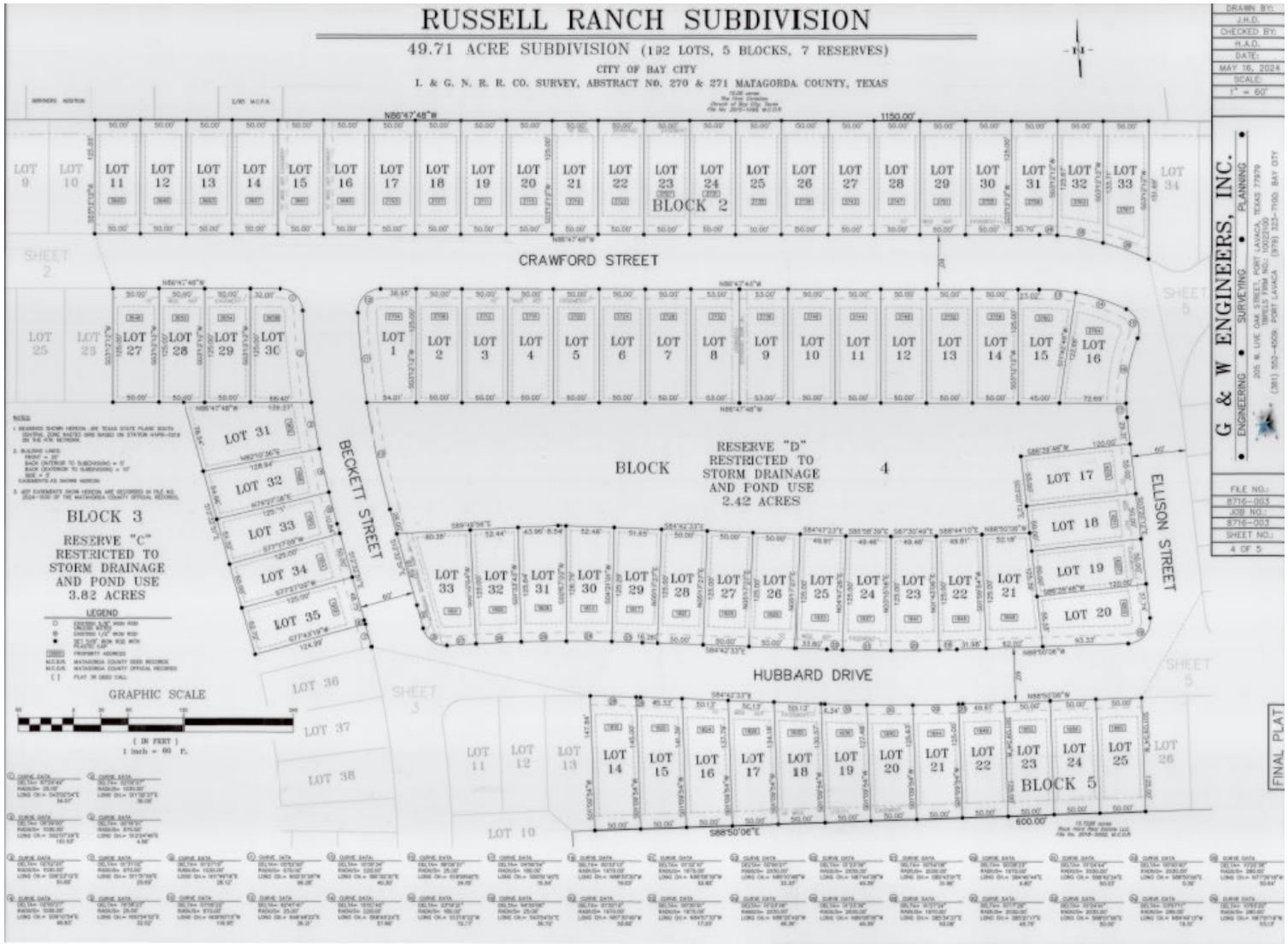
G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
(361) 552-4509 FIRM NO. 10001500
(979) 323-7100 BAY CITY

FILE NO.: 8716-003
JOB NO.: 8716-003
SHEET NO.: 1 OF 5

FINAL PLAT


RUSSELL RANCH SUBDIVISION
49.71 ACRE SUBDIVISION (192 LOTS, 5 BLOCKS, 7 RESERVES)
CITY OF BAY CITY
I. & G. N. R. R. CO. SURVEY, ABSTRACT NO. 270 & 271 MATAGORDA COUNTY, TEXAS
CRAWFORD STREET
BLOCK 1
BLOCK 3
MONROE STREET
RESERVE "C"
RESTRICTED TO
STORM DRAINAGE
AND POND USE
3.82 ACRES
GLADIOLA
JAMES
SVETLIK
LILY
AVENUE
SUBDIVISION
2/44 M.C.P.R.
GRAPHIC SCALE
LEGEND
G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
FINAL PLAT


RUSSELL RANCH SUBDIVISION
49.71 ACRE SUBDIVISION (192 LOTS, 5 BLOCKS, 7 RESERVES)
CITY OF BAY CITY
I. & G. N. R. R. CO. SURVEY, ABSTRACT NO. 270 & 271 MATAGORDA COUNTY, TEXAS
HUBBARD DRIVE
MONROE STREET
BECKETT STREET
ROSE AVENUE
BLOCK 3
RESERVE "C" RESTRICTED TO STORM DRAINAGE AND POND USE 3.82 ACRES
BLOCK 1
RESERVE "A" RESTRICTED TO STORM DRAINAGE AND POND USE 1.34 ACRES
BLOCK 5
LOT 10
RESERVE "E"
I. & G. N. R. R. CO. SURVEY A-270
I. & G. N. R. R. CO. SURVEY A-271
JAMES SVETLIK SUBDIVISION 2/44 M.C.P.R.
STATE HIGHWAY NO. 35
LEGEND
GRAPHIC SCALE
1 inch = 60 ft.
G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
FINAL PLAT


RUSSELL RANCH SUBDIVISION
49.71 ACRE SUBDIVISION (192 LOTS, 5 BLOCKS, 7 RESERVES)
CITY OF BAY CITY
J. & G. N. R. R. CO. SURVEY, ABSTRACT NO. 270 & 271 MATAGORDA COUNTY, TEXAS
CRAWFORD STREET
BECKETT STREET
ELLISON STREET
HUBBARD DRIVE
BLOCK 2
BLOCK 3
RESERVE "C" RESTRICTED TO STORM DRAINAGE AND POND USE 3.82 ACRES
BLOCK 4
RESERVE "D" RESTRICTED TO STORM DRAINAGE AND POND USE 2.42 ACRES
BLOCK 5
GRAPHIC SCALE
1 inch = 60 ft.
G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
FINAL PLAT

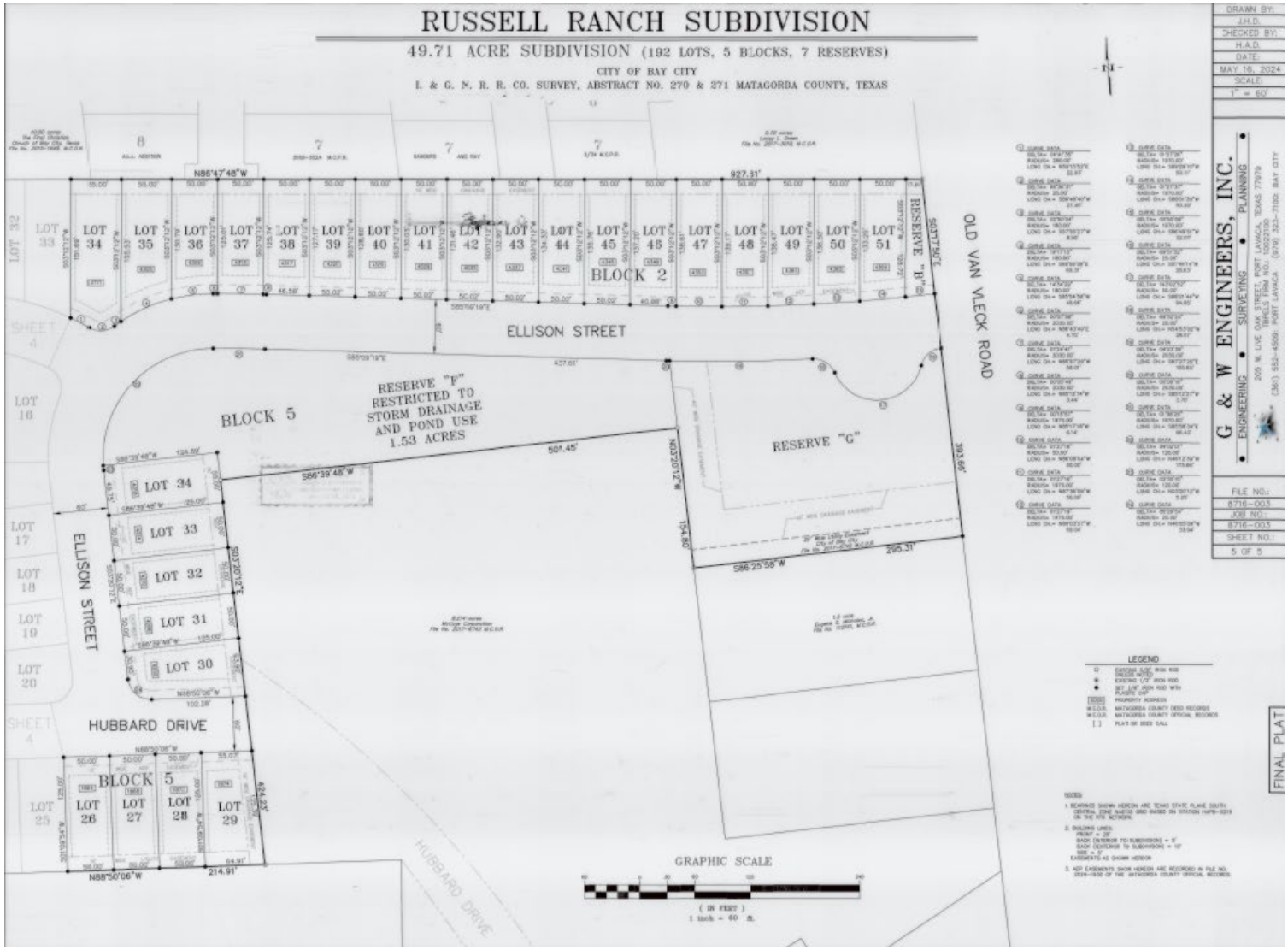

RUSSELL RANCH SUBDIVISION
49.71 ACRE SUBDIVISION (192 LOTS, 5 BLOCKS, 7 RESERVES)
CITY OF BAY CITY
I. & G. N. R. R. CO. SURVEY, ABSTRACT NO. 270 & 271 MATAGORDA COUNTY, TEXAS
BLOCK 2
BLOCK 5
ELLISON STREET
OLD VAN VLECK ROAD
HUBBARD DRIVE
RESERVE "B"
RESERVE "F"
RESTRICTED TO
STORM DRAINAGE
AND POND USE
1.53 ACRES
RESERVE "G"
GRAPHIC SCALE
LEGEND
G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
FINAL PLAT

EXHIBIT D – LOT CLASSIFICATION MAP

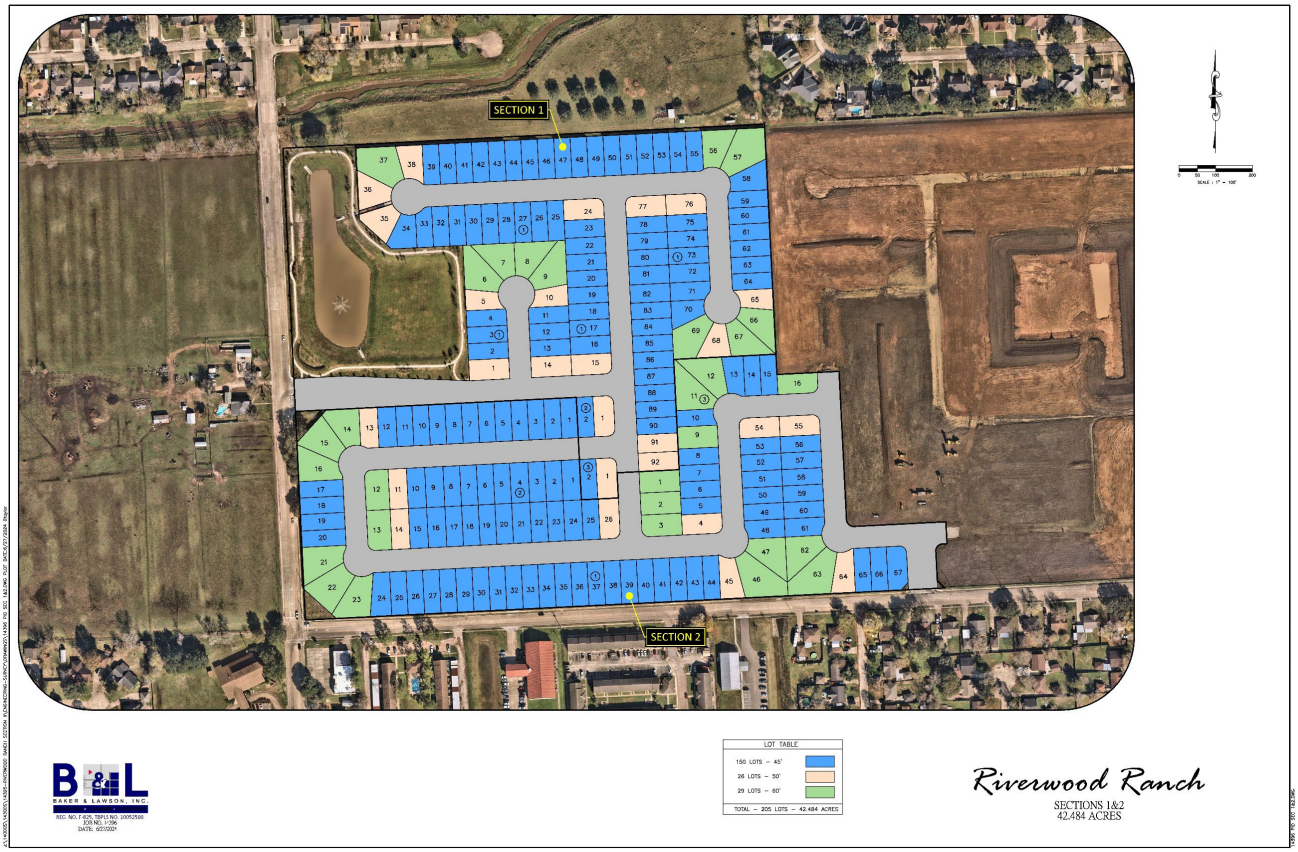


EXHIBIT E – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1

RUSSELL RANCH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 1 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF BAY CITY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $49,279.44

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bay City, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Russell Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bay City. The exact amount of each annual installment will be approved each year by the Bay City City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bay City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Matagorda County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF MATAGORDA §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Matagorda County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF MATAGORDA §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Matagorda County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Reimbursement Obligation				
Installment Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment Due[c]
2026	$ 570.05	$ 3,419.99	$ -	$ 168.77	$ 4,158.81
2027	$ 609.61	$ 3,380.43	$ -	$ 127.31	$ 4,117.36
2028	$ 651.92	$ 3,338.13	$ -	$ 129.86	$ 4,119.90
2029	$ 697.16	$ 3,292.88	$ -	$ 132.46	$ 4,122.50
2030	$ 745.54	$ 3,244.50	$ -	$ 135.11	$ 4,125.15
2031	$ 797.28	$ 3,192.76	$ -	$ 137.81	$ 4,127.85
2032	$ 852.62	$ 3,137.43	$ -	$ 140.57	$ 4,130.61
2033	$ 911.79	$ 3,078.26	$ -	$ 143.38	$ 4,133.42
2034	$ 975.07	$ 3,014.98	$ -	$ 146.24	$ 4,136.29
2035	$ 1,042.73	$ 2,947.31	$ -	$ 149.17	$ 4,139.21
2036	$ 1,115.10	$ 2,874.94	$ -	$ 152.15	$ 4,142.19
2037	$ 1,192.49	$ 2,797.55	$ -	$ 155.20	$ 4,145.24
2038	$ 1,275.25	$ 2,714.80	$ -	$ 158.30	$ 4,148.34
2039	$ 1,363.75	$ 2,626.29	$ -	$ 161.47	$ 4,151.51
2040	$ 1,458.39	$ 2,531.65	$ -	$ 164.69	$ 4,154.74
2041	$ 1,559.61	$ 2,430.44	$ -	$ 167.99	$ 4,158.03
2042	$ 1,667.84	$ 2,322.20	$ -	$ 171.35	$ 4,161.39
2043	$ 1,783.59	$ 2,206.45	$ -	$ 174.77	$ 4,164.82
2044	$ 1,907.37	$ 2,082.67	$ -	$ 178.27	$ 4,168.31
2045	$ 2,039.74	$ 1,950.30	$ -	$ 181.84	$ 4,171.88
2046	$ 2,181.30	$ 1,808.74	$ -	$ 185.47	$ 4,175.52
2047	$ 2,332.69	$ 1,657.36	$ -	$ 189.18	$ 4,179.22
2048	$ 2,494.57	$ 1,495.47	$ -	$ 192.97	$ 4,183.01
2049	$ 2,667.70	$ 1,322.35	$ -	$ 196.82	$ 4,186.87
2050	$ 2,852.83	$ 1,137.21	$ -	$ 200.76	$ 4,190.80
2051	$ 3,050.82	$ 939.22	$ -	$ 204.78	$ 4,194.82
2052	$ 3,262.55	$ 727.49	$ -	$ 208.87	$ 4,198.91
2053	$ 3,488.97	$ 501.07	$ -	$ 213.05	$ 4,203.09
2054	$ 3,731.10	$ 258.94	$ -	$ 217.31	$ 4,207.35
Total	**$ 49,279.44**	**$ 66,431.79**	**$ -**	**$ 4,885.91**	**$ 120,597.15**

Footnotes:

[a] Interest on the Reimbursement Obligation is calculated at a rate of 6.94% which is less than 2% above the S&P Municipal Bond High Yield Index which was 5.58% as of June 27, 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will not be charged unless PID Bonds are issued.

[c] Excludes the TIRZ Number 4 Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

Meeting Date:	8/12/2025	Date Submitted:	08/07/2025
Prepared By:	Gabriel Lopez	Presented By *(if different)*	
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: Awarding Contracts under RFP No. 25-0001 – Disaster Debris Clearance and Removal Services

AGENDA LANGUAGE:

Discuss, consider, and/or approve awarding contracts for Disaster Clearance and Removal Services under RFP No. 25-0001 to the top-ranked proposer and the next two highest-ranked responsive firms to be retained as secondary contractors, and authorize the Mayor and/or City Manager to execute the contracts.

EXECUTIVE SUMMARY/BACKGROUND

The City of Bay City participated in a county-led Request for Proposals (RFP) for Disaster Debris Clearance and Removal Services. RFP No. 25-0001 was issued on June 29, 2025, by Matagorda County and included the City of Bay City and the City of Palacios as participating entities.

Bay City staff served on the evaluation committee, which reviewed and scored proposals based on the criteria outlined in the RFP, including understanding of the project, proposed pricing, FEMA Public Assistance experience, financial stability, and completeness of the proposal.

Proposals were due on July 22, 2025, and were evaluated using the Competitive Sealed Proposal (CSP) method based on best value.

Participation in the joint RFP provides consistent regional pricing, streamlined activation during disaster events, and ensures FEMA-compliant contracting.

STRATEGIC PLAN GOALS ADDRESSED:

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

Revised February 13, 2025

FINANCIAL NOTES
No immediate financial impact. Services are activated on an as-needed basis during disaster events and may be eligible for FEMA reimbursement if a Presidential Disaster Declaration is issued. Unit pricing was submitted as part of each proposal and reviewed as a component of the best-value evaluation. The awarded rates will apply to any activated work.

RECOMMENDATION: City staff recommends awarding contracts to the top-ranked proposer and the next two highest-ranked responsive firms under RFP No. 25-0001. This structure allows for contingency activation if the primary contractor is unavailable. Staff recommends authorizing the Mayor and/or City Manager to execute the contracts.

ATTACHMENTS:

- Exhibit A – Proposal Score Totals

Bid Tabulation - RFP 25-0001 Debris Clearance and Removal Services							
Request for Proposals							
Respondent	**Crystal Morones**	**Gabriel Lopez**	**Tammy McDonald**	**Amanda Campos**	**Total Points**	**Average**	**Notes**
DRC Emergency Services	98.5	86.5	97	97	379	94.75	Primary
Aftermath Disaster Recovery	97	81	88	88	354	88.5	Alternate No. 1
Dynamic Group	92.5	77.5	83.5	76	329.5	82.4	Alternate No. 2
CTC Disaster Response	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	W9 Form - Required Document Missing
TFR Enterprises, Inc.	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Vendor Form - Required Document Missing
Ceres Environmental	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Missing various required Documents

Recommendation: Award best qualifed bidder(s) - DRC Emergency Services as Primary, Aftermath and Alt. No. 1, and Dynamic Group as Alt. No. 2

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

Meeting Date:	8/12/2025	Date Submitted:	7/31/2025
Prepared By:	Herb Blomquist	Presented By *(if different)*	
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: TxDOT Truck Route

AGENDA LANGUAGE:

Discuss, consider, and/or approve a resolution of support to petition the Texas Department of Transportation (TXDOT) to perform a route feasibility study for a future State Highway 35 truck route in the vicinity of Bay City.

EXECUTIVE SUMMARY/BACKGROUND

For many years, the City has been discussing the possibility of constructing a truck route to remove truck traffic carrying potentially hazardous materials and to also reduce the continuously increasing traffic flow on SH Highway 35 from the downtown area, thereby reducing traffic delays and pedestrian safety concerns.

TXDOT has offered to fund a feasibility study to identify options and potential truck route locations vicinity of Bay City. TXDOT has requested that the City provide an approved resolution to demonstrate the City's support of the upcoming feasibility study to be funded in TXDOT's FY 2026 Transportation Plan budget.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

- **No funding implications at this point.**

RECOMMENDATION: Staff recommends the City Council approves a resolution of support to petition the Texas Department of Transportation (TXDOT) to perform a route feasibility study for a future State Highway 35 truck route in the vicinity of Bay City.

ATTACHMENTS: City Council Resolution of Support, Police Chief Memorandum

BAY CITY POLICE DEPARTMENT
Chief Christella Rodriguez
2201 AVENUE H
BAY CITY, TX 77414
Office: (979) 245-8500 Fax: (979) 245-5758

Date: July 17, 2025

To Whom It May Concern,

My name is Christella Rodriguez, and I proudly serve as the Chief of Police for the Bay City Police Department. I have served the citizens of Bay City for over 38 years and have seen firsthand the growth and transformation of our community. I am writing this letter to express my strong support for the proposed truck route being evaluated by TXDOT to provide relief to State Highways 35 and 60 and reduce traffic congestion in the downtown Bay City area.

As the regional population continues to grow and economic development expands, our current infrastructure is facing increasing strain—particularly in the downtown corridor. Heavy truck traffic traveling through the heart of our city presents numerous challenges, including congestion, reduced pedestrian safety, and delays in emergency response times. A designated truck route would provide a much-needed alternative, allowing large commercial vehicles to bypass our central business district and significantly improving traffic flow and public safety.

In addition to easing congestion, this truck route would enhance our ability to respond quickly to emergencies by reducing obstructions on key routes used by police, fire, and EMS units. It would also improve safety for local residents and pedestrians, especially in areas where we regularly host events such as parades, markets, and community festivals. These events draw large crowds, and the presence of heavy truck traffic poses a serious hazard during those times.

Furthermore, the wear and tear caused by commercial trucks on our inner-city streets has led to accelerated infrastructure deterioration and increased maintenance costs. A bypass route would help preserve our roadways while providing a more efficient path for freight movement through the region.

As a coastal community, Bay City is also part of the State's designated hurricane evacuation route network. Ensuring that we have an efficient traffic system—including alternate truck routes—is essential to public safety in the event of a large-scale evacuation.

In closing, I respectfully urge TXDOT and all decision-makers involved to prioritize the development of a truck relief route for our city. It is an investment in the safety, sustainability, and quality of life of our residents, and a critical step in managing the future growth of our region.

Thank you for your time and consideration of this important matter. Please feel free to contact me if I can provide additional information or further support for this initiative.

Respectfully,

Christella Rodriguez

Christella Rodriguez
Chief of Police
Bay City Police Department

RESOLUTION NO. R-2025-_____

IN SUPPORT OF PETITIONING THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERFORM A ROUTE FEASIBILITY STUDY FOR FUTURE HIGHWAY 35 TRUCK ROUTE IN THE VICINITY OF BAY CITY TEXAS.

WHEREAS, Texas State Highway 35 (SH 35) is a 206.5-mile highway in southeastern Texas managed by TxDOT. It runs predominantly southwest to northeast, closely following the Gulf of Mexico coastline. SH 35 begins near Corpus Christi at an interchange with Interstate 37 and ends at Interstate 45 in southeast Houston. SH 35 is a designated hurricane evacuation route, intersecting many other vital hurricane evacuation routes such as: Interstate 37, US 87, SH 36, SH288, and Interstate 45; and

WHEREAS, residential and commercial development close to the existing roadway limits widening of a 3.0-mile-long section of SH 35 through downtown Bay City. Widening the existing right-of-way is not financially feasible and current conditions are causing increased congestion and safety issues. Currently eleven traffic signals exist through the 3.0-mile section of SH 35, causing stop-and-go traffic which is more difficult for trucks and increases delays; and

WHEREAS, residential, commercial, and large industrial developments such as Tenaris in Matagorda County have increased traffic on SH 35 county-wide causing safety concerns in the downtown Bay City area. Bay City High School, located on SH 35, creates additional traffic and safety concerns with student drivers, pedestrians, and school zones; and

WHEREAS, The Matagorda County Courthouse, located next to the east and westbound lanes of SH 35, is the site of many events and festivals such as CamoFest, Day of the Dead, Car Shows, Small Town Christmas, the Rice Festival Parade, and Bay City Christmas Parade. These community events held at the County Courthouse Square attract large crowds of pedestrians to the downtown area of Bay City; and

WHEREAS, a truck relief route could provide for the removal of truck traffic carrying potentially hazardous materials from the downtown area; and

WHEREAS, a BNSF Railroad high grade crossing intersecting SH 35 in the downtown area creates additional traffic, delays, and pedestrian safety concerns; and

WHEREAS, a route feasibility study for a potential relief route in the Bay City area would provide opportunities for community input and recommendation for possible location of such a route;

NOW THEREFORE, the City Council of the City of Bay City, Texas requests that TxDOT move forward with a route feasibility study for a potential truck route in the Bay City Area.

Passed and signed on the 12th day of August, 2025 in the City of Bay City, Matagorda County, Texas

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

ATTEST:

JEANNA THOMPSON, Deputy City Secretary

APPROVED AS TO FORM AND SUBSTANCE

ANN MARIE ODEFEY, City Attorney
ROBERTS, ODEFEY, WITTE & WALL, LLP