



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, July 28, 2026 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson

Mayor Pro Tem: Blayne Finlay

Council Members: Cory McCray, Jim Folse, Bradley Westmoreland, Susan Reardon

Vision Statement

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

AGENDA

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

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

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Mayor Pro Tem Blayne Finlay

MISSION STATEMENT

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

Mayor Pro Tem Blayne Finlay

APPROVAL OF AGENDA

PUBLIC COMMENTS

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

AWARDS AND PROCLAMATIONS

1. **Presentation ~ Employee promotions for the 3rd Quarter of FY26.** Rhonda Clegg, Human Resources Director

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

2. Special Called Meeting minutes of June 9, 2026.
3. Council Workshop meeting minutes of June 23, 2026.
4. Regular Council Meeting minutes of June 23, 2026.
5. Accounts Payables, Direct Payables, and Utility Refunds for April, May and June 2026.
6. Engagement letter with Harrison, Waldrop, and Uherik, L.L.P.
7. Memorandum of Understanding between Matagorda County Drainage District #1 and the City of Bay City for regulation of stormwater drainage plans for new and existing property development within the city limits of Bay City and its extra-territorial jurisdiction.
8. Ratification of the First Amendment to the Temporary Construction Easement Agreement with International Bank of Commerce for the Avenue I and 6th Street Off-System Bridge Replacement Project.
9. Amendment No. 1 to Task Authorization No. 1 with Freese and Nichols, Inc. for the DR-4485-0221 Stormwater Management Plan project to extend the anticipated completion date from June 30, 2026 to November 30, 2026, and authorize the Mayor to execute the amendment.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

10. **Appointment ~ Consider, and/or approve the appointment of Associate Municipal Court Judge Jeanna Thompson.** Scotty Jones, City Manager
11. **Resolution ~ Discuss, consider, and/or approve a resolution authorizing the Bay City Regional Airport to request financial assistance from TxDOT Aviation and to act as agent for the design and construction of the Jet-A Fuel Farm expansion project.** James Mason, Airport Manager
12. **Resolution ~ Discuss, consider, and/or approve a resolution awarding of engineering/architectural/surveying services to complete the Jet-A Fuel Farm Expansion Project.** James Mason, Airport Manager
13. **Resolution ~ Discuss, consider, and/or adopt a resolution authorizing the submission of an application and approval of signatory designees to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program in an amount not to exceed \$21,000,000 for eligible water distribution system improvements.** Gabriel Lopez, Engineering Tech
14. **Report – Receive a report from GFL Environmental on the sanitation operations in the City of Bay City and discuss, consider, and/or approve the GFL Environmental CPI rate increase request pursuant to the Solid Waste Contract with GFL**

Environmental. Krystal Mason, Assistant Public Works Director

15. **Ordinance ~ Discuss, consider and/or approve an ordinance of the City of Bay City amending Chapter 26, Article II (“Mobile Food Courts and Mobile Food Establishments”) of the Code of Ordinances, to make necessary deletions, revisions, and additions to comply with House Bill 2844 (89th Texas Legislature); providing for a cumulative & conflicts clause; providing a severability clause; providing a savings clause; and providing an effective date.** Krystal Mason, Assistant Public Works Director
16. **Easement ~ Discuss, consider and/or approve a drainage easement agreement between the City of Bay City and SOLAREIT2-A-LLC, for a 20-foot wide drainage easement out of that certain lot, piece or parcel of land located at Bay City Industrial Park – AB 9, Block 3, Lot 3-9 (New Survey), Acres 7.893.** Krystal Mason, Assistant Public Works Director
17. **Finance ~ Discuss, Consider, and/or Approve the City’s Quarterly Financial and Investment Report for the Quarter Ending June 30, 2026.** Jennifer Davis, Finance Manager
18. **Agreement ~ Consider and take action to approve AIA Document A13-2019 Exhibit A, Guaranteed Maximum Price (GMP) Amendment, with Weaver & Jacobs Constructors, Inc.; establishing the Guaranteed Maximum Price for construction of the City of Bay City Public Safety Center and authorizing the Mayor to execute the Amendment.** Scotty Jones, City Manager

CLOSED / EXECUTIVE SESSION

19. **Executive Session ~ Executive Session pursuant to Section 551.071(2) of the Texas Government Code (Consultation with Counsel on Legal Matters)**
20. **Executive Session ~ Executive Session ~ Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**

RECONVENE AND ACTION**ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER****ADJOURNMENT****AGENDA NOTICES:**

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

committee subject to the Texas Open Meetings Act.

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **July 21, 2026 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.



**EXECUTIVE SUMMARY
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	7/28/2026	Date Submitted:	07/14/2026
Prepared By:	Rhonda Clegg	Presented By <i>(if different)</i>	
Department:	Human Resources	Type of Agenda Item:	Award/Proclamation

ITEM TITLE: Promotions

AGENDA LANGUAGE:

Employee quarterly promotions.

EXECUTIVE SUMMARY/BACKGROUND

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

- n/a

RECOMMENDATION: none

ATTACHMENTS: See Attached



Human Resources Department PROMOTION(S) for 3rd Quarter

Below is the breakdown of promotions for the third quarter of FY26.

Quarter 3 - FY26

- **Police**
 - Ashley Rubio
 - Police Officer to Corporal
 - Braeden Fojtik
 - Police Officer to Corporal
 - Chloe Taitano
 - Police Officer to Corporal
 - Dillan Wakefield
 - Corporal to Sergeant



CITY COUNCIL SPECIAL CALLED MEETING CITY OF BAY CITY

Tuesday, June 9, 2026 at 6:00 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.

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
Mayor Pro Tem Jim Folse
Council Member Brad Westmoreland
Council Member Susan Reardon
Council Member Blayne Finlay

ABSENT:

Council Member Benjamin Flores

INVOCATION & PLEDGE

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

Councilman Bradley Westmoreland

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 Bradley Westmoreland

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

Melanie Townsend, Executive Director of the Bay City Community Development Center, gave a brief update on the status of the aquatic center. She announced the groundbreaking would be in July and would take 12–18 months. Richard Halley, resident of 3506 Monroe in Russell Ranch, voiced his concerns regarding the PID. He stated it was not disclosed to him at all and the neighborhood is hoping to work with all parties involved to understand and work toward a resolution.

AWARDS & PROCLAMATIONS

1. Presentation ~ National Accreditation Award for Main Street. Tina Israel, Main Street Manager

Main Street Manager, Tina Israel, announcing the Main Street Program has officially restored its Main Street America accreditation, the highest level of recognition awarded to Main Street Programs nationwide. The Main Street Board was recognized for their hard work and diligence in getting this accreditation.

ACKNOWLEDGEMENT FROM CITY MANAGER

City Manager, Scotty Jones, recognized Public Works for pothole repairs. She announced the total in attendance for the Library event, Young Dinosaur Hunters, was approximately 300. The summer library program kicked off June 1st with over 160 readers signed up so far, working toward our community goal of 200,000 minutes read. Strategic Plan goal, under Community and Civic Engagement, the year-end review is available on the Communications page, with copies available in City Hall, Library, and Communication office. The Downtown shopping guide and USO brochures have been sent for print. HOT Tax sponsorship grants application window is now open. Eligible projects must submit applications by June 30th. Ms. Jones thanked Texas Parks & Wildlife for their contribution to the park. The Youth Advisory Council is accepting applications. Deadline for applications is June 15th with interviews on July 22nd. She then announced upcoming City events. She announced the 6th Street & Avenue I intersection bridge will be demolished on Monday, June 15th. The bridge will be closed for up to 6 months. Citizens will be notified and will need to seek alternate routes. Lastly, Ms. Jones spoke about a tragic fire in the community on Rugeley that left a family with complete loss of property. No one was injured. She acknowledged the work of the Bay City Volunteer Fire Department, other City and County departments that assisted. She then addressed false claims on social media against the fire department, and encouraged citizens to speak directly to the sources for correct and accurate information.

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

Council Member Blayne Finlay addressed detours for the bridge closings in town and urged citizens to please plan accordingly. Mayor Robert K. Nelson stated he and Council were invited out to Rohm Chemicals re-grand opening. There were approximately 90 employees. 90 job opportunities for citizens. He spoke of the company's diversity and the support from the community. He is hoping companies like Rohm and others work together to continue to make Bay City a better place. Mayor Nelson then spoke about transportation for seniors and those unable to pay for public transportation. Golden Crescent is now in town and will be available and affordable. They are also looking for drivers with a CDL.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

2. **Council Workshop meeting minutes of May 12, 2026.**
3. **Special Called Meeting minutes of May 12, 2026.**

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

DEPARTMENT REPORTS

4. Reports ~ Main Street Annual Report. Tina Israel, Main Street Manager

Main Street Manager, Tina Israel, presented the Main Street report for quarter 4 of 2025 and quarter 1 of 2026.

5. Reports ~ Parks and Recreation Department Report. Kelly Penewitt, Parks & Rec Manager

Parks & Recreation Manager, Kelly Penewitt, presented the Parks & Recreation annual report.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

6. Presentation ~ Aquacats. Maegan Griffith

Maegan Griffith, Aquacats parent and board member, gave a brief history of the Aquacats and presented the organization's goals. She also spoke about the Aquatic Center. A short promo video was played. Lastly, she thanked the Council and City for their continued support.

7. Planning ~ Discuss 16th Street Pool and take any action deemed necessary.

City Manager, Scotty Jones, provided brief background information. Wellness Matagorda is no longer able to fund the pool operation; their funding will need to end on June 30th. Between chemicals and electricity, the amount is between \$4,000 - \$5,000 per month to keep the pool operational. She recommended the City pay those costs to keep the facility open through the month of August. YMCA is fully staffing the pool, the City will only be responsible for chemicals and electricity.

Motion made by Mayor Pro Tem Folse to approve covering the costs of operation for the 16th street pool through the month of August. Seconded by Council Member Reardon. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

8. Property ~ Consider and take any action to transfer ownership of 5.501 Acres of land from the City of Bay City to the Bay City Community Development Corporation pursuant to the MOU between the parties dated May 29, 2025 for the Aquatic Center.

City Manager, Scotty Jones, stated this item is just showing the transfer of ownership, all outlined in the MOU. The City Attorney added a long-term provision to state it would come back to the City if anything fell through with the MOU.

Motion made by Mayor Pro Tem Folse to approve the transfer of ownership of 5.501 acres of land to the Bay City Community Development Corporation pursuant to the MOU between the parties dated May 29, 2025, for the Aquatic Center. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

9. Property ~ Consider and take any action to transfer ownership of a portion of a 10.06 acre tract of land from the City of Bay City to the Economic Action Committee of the Gulf Coast (EAC).

City Manager, Scotty Jones, stated a survey was taken, and this is a request to transfer property that is leased by the EAC, to the EAC. This will help in future aid and support through grants and donations. The City will retain rights to use the parking lot during non-business hours, which will be placed in the deed.

Motion made by Council Member Finlay to approve the transfer of ownership of a portion of a 10.06 acre tract of land from the City of Bay City to the Economic Action Committee of the Gulf Coast (EAC). Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

10. Bid ~ Discuss, consider and/or approve awarding the contract for the Area 14 Drainage Improvements Project under GLO Contract No. 24-065-149-F008 to the lowest responsible bidder.

Engineering Tech, Gabriel Lopez, stated the lowest responsible bidder out of 5 bids was JTM Construction at \$1,382,178.50. It was under the engineers' estimate at \$2,000,000.00, leaving some left over for further improvements in Area 14. The City has done business with JTM Construction in the past. He recommended awarding JTM Construction for the Area 14 Drainage Improvement Project.

Motion made by Council Member Westmoreland to approve awarding the contract for the Area 14 Drainage Improvements Project under GLO Contract No. 24-065-149-F008 to JTM Construction. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

11. Property ~ Discuss and take action to accept offer from Lion's Club to purchase property from the City of Bay City described as Lot 2, Block 121, Bay City Original Townsite, and authorize Mayor to sign all documents in connection with the sale.

City Manager, Scotty Jones, gave a brief overview of the property that the City is selling to the Bay City Lion's Club. The land is described as Lot One (1), Two (2), Ten (10), Eleven (11), and Twelve (12), in Block 121, Bay City Original Townsite, Matagorda County, Texas (1912 Avenue I. CAD #25407), along with the building on the property that is also owned by the City. The Bay City Lion's Club has offered the City of Bay City \$1,000.00 for this land and building.

Motion made by Mayor Pro Tem Folse to approve accepting the \$1,000.00 offered by Bay City Lion's Club for the lots described as Lot One (1), Two (2), Ten (10), Eleven (11), and Twelve (12), in Block 121, Bay City Original Townsite, Matagorda County, Texas (1912 Avenue I. CAD #25407), along with the building on the property that is also owned by the City, and allow the City Manager, City Attorney and Mayor to negotiate the rest. Seconded by Council Member Westmoreland. Voting Yea: Mayor

Nelson, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

12. Property ~ Discuss the use of Frahm's Field for youth sports and take any action deemed necessary.

Parks & Recreation Manager, Kelly Penewitt, gave a brief background of Frahm's Field and the youth football organization's use of the field. Bay City Youth Football approached Kelly about using the field for practice and are willing to sign an agreement. They will be required to mow the property. Ms. Penewitt recommended the organization be allowed to use the field until they find another property that better suits their needs.

Motion made by Council Member Reardon to approve Frahm's Field as the home of the Bay City Youth Football League. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

13. Agreement ~ Discuss, consider, and/or approve Amendment #2 to the development agreement regarding development standards under Article VI, between the City of Bay City and Crescent Capital Investments LLC (Russell Ranch).

City Manager, Scotty Jones, provided a brief background on the Public Improvement District (PID). She then presented the proposed Amendment #2, changing the masonry requirements, and clarifying the use of gas for heating. Assistant Public Works Director, Krystal Mason, gave a brief status update of Russell Ranch. Developer, Jim Maddox, mentioned there is a builder that will fill and close the remaining 63 homes in the subdivision if the masonry requirements are changed to 25%, the same standard that the competing subdivision, Valor Park, is set at. Jason Limke (3510 Monroe in Russell Ranch), along with Richard Halley (3506 Monroe in Russell Ranch), both spoke about their concerns regarding the masonry requirements and the PID. City Attorney, Anne Marie Odefey recommended she and Council speak of the concerns further in closed session. Council Member Blayne Finlay apologized to the homeowners. He stated this issue was not what they were presented with and he wants to do the right thing.

This item was tabled until after Executive Session.

CLOSED / EXECUTIVE SESSION

Council entered into Executive Session at 7:56 PM.

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

RECONVENE AND ACTION

Council reconvened into Regular Session at 8:58 PM. No action was taken.

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

Mayor Pro Tem, Jim Folse, thanked Scotty Jones and Anne Marie Odefey for their hard work on the

issues presented to Council. Mayor Robert K. Nelson, announced the EAC upcoming fundraiser on June 10th at the EAC office from 11 am to 6 PM.

ADJOURNMENT

The meeting was adjourned at 9:00 PM.

PASSED AND APPROVED, this ____ day of _____.

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

JEANNA THOMPSON
CITY SECRETARY



CITY COUNCIL WORKSHOP CITY OF BAY CITY

Tuesday, June 23, 2026 at 4:00 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.

MINUTES

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 4:00 PM.

PRESENT:

Mayor Robert K. Nelson

Mayor Pro Tem Jim Folse

Council Member Susan Reardon

Council Member Blayne Finlay

ABSENT:

Council Member Benjamin Flores

Council Member Brad Westmoreland

PUBLIC COMMENTS

There were no Public Comments.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. **Presentation ~ Public Safety Building.**

Chief of Police, Christella Rodriguez, introduced Brian Meade of FGM Architects, Inc., who presented the Public Safety Building plan. This included the exterior and interior design, project schedule updates, a recap of the bidding process, and next steps.

2. **Presentation ~ Strategic Plan Update for FY 2026.**

City Manager, Scotty Jones, gave a brief overview of the Strategic Plan for FY 26-27. She stated the information will be available to the public on the City website. City directors then each provided Strategic Plan accomplishments, goals, and updates for City departments.

3. **Discuss Strategic Plan and take any action deemed necessary.**

No action taken.

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

City Manager, Scotty Jones, commented that all items could be moved from the July 14th meeting to the July 28th meeting, if everyone agrees. She then gave a brief summary of what is to be expected of the July 14th and 28th meetings. She also stated she could not have been given a better team, and is very proud. Mayor Pro Tem, Jim Folse, stated everyone did an awesome job presenting.

ADJOURNMENT

The meeting adjourned at 5:49 PM.

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, June 23, 2026 at 6:00 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

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MINUTES

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 6:01 PM.

PRESENT:

Mayor Robert K. Nelson

Mayor Pro Tem Jim Folse

Council Member Susan Reardon

Council Member Blayne Finlay

Council Member Brad Westmoreland

Council Member Cory McCray

ABSENT:

Council Member Benjamin Flores

INVOCATION & PLEDGE

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

Councilwoman Susan Reardon

MISSION STATEMENT

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Councilwoman Susan Reardon

APPROVAL OF AGENDA

Motion made by Council Member Finlay to approve the agenda. Seconded by Mayor Pro Tem Folse.

Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Reardon, Council Member Finlay.
Motion carried.

CEREMONIAL

1. Appointment ~ Swearing in for newly elected Council Member for Position #1 and Position #2.

Mayor Robert K. Nelson and City Secretary, Jeanna Thompson, conducted the swear-in of newly elected Council Member, Cory McCray. Mr. McCray immediately took his position at the dais as City Council Member Position #1.

AWARDS AND PROCLAMATIONS

2. Presentation ~ Recognition of Benjamin Flores for his years of service to the City of Bay City as a Council Member.

Council Member, Benjamin Flores, was recognized for his years of service as City Council Member Position #1 from May 23, 2023, to June 23, 2026. Mr. Flores accepted the recognition via teleconference.

3. Recognition of Police Department personnel for outstanding work and achievements within the Narcotics Division.

Police Chief Christella Rodriguez and Mayor Robert K. Nelson, recognized Sgt. Bruno and Detective Hallman for their outstanding work in the Narcotics Division.

PUBLIC COMMENTS

There were no Public Comments.

ACKNOWLEDGEMENT FROM CITY MANAGER

City Manager, Scotty Jones, thanked the Public Works Department/ Street & Bridge crew for drainage improvements in the Norvell Addition ahead of recent rain events. She then gave a shout-out to Susie and Abi for gathering information and creating a user-friendly page for the Library. The Resource Guide will be going live soon. She also thanked Chris and the IT Department for working diligently to set up the Westlaw Computer Terminal at the Library. Ms. Jones then gave a thank you to Ashley Nelson at the Airport for going above and beyond by researching and successfully replacing the AC motor, saving the City both time and money. She also announced, weather permitting, the permanent runway markings will be installed and final grading will be completed, bringing the runway project to completion. Phase 1 is complete, moving into Phase 2 of the Fire Hydrant Preventative Maintenance Program. This phase includes hydrants that were unable to be tested during Phase 1 and will continue eastward throughout the City. She then announced TXDOT bridge closings for upcoming bridge construction projects. The closings will last up to 6 months. Parks and Recreation had 12 participants for the Star Toss and Patriotic Putt Putt event and congratulated the winners. Ms. Jones also announced interviews have begun for the Youth Advisory Council. There were 13 applicants and 11 interviews. Lastly, she announced upcoming City events.

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

Council Member Blayne Finlay announced a recent loss in the community, Priscilla Robinson. He spoke briefly about her impact. She will be missed and prayers will be sent for her friends and family. Mayor Pro Tem Jim Folse, recognized his father, a 20-year veteran of the Airforce and a twice retired teacher. He thanked him for his service and hard work. Mayor Robert K. Nelson reminded the community that on July 4th, a time capsule from the Museum will be opened after 50 years. It is the first time the City will be doing this.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

4. **Council Workshop meeting minutes of June 9, 2026.**
5. **Annual rotation of Council Members as Liaisons to City Divisions.**
6. **Approve the re-appointment of Alisha Cornett and Erandi Allison to the Bay City Community Development Board.**

Motion made by Mayor Pro Tem Folse to approve all Consent Agenda items. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Reardon, Council Member Finlay, Council Member McCray. Motion carried.

DEPARTMENT REPORTS

7. **Communications & Cultural Arts Division Report.**

Communications & Cultural Arts Director, Samantha Denbow, Library Manager, Amanda Garcia, and Communications Manager, Ray Beltran, presented the Communications & Cultural Arts Department Report.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

8. **Discuss, Consider, and/or Approve an Ordinance of the City of Bay City, Texas adopting a “Budget Amendment #1” to the “Annual Budget of the City of Bay City, Texas, for the Fiscal Year 2026”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

Finance Manager, Jennifer Davis, presented and discussed Budget Amendment #1. Jennifer stated an Ordinance approval is needed to adopt Amendment #1 to the annual budget for FY26.

Motion made by Mayor Pro Tem Folse to approve the first set of budget amendments for FY26. Seconded by Council Member Reardon. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Reardon, Council Member Finlay, Council Member McCray. A poll was taken. Motion carried.

9. **Bid ~ Discuss, consider, and/or award the bid for the Del Norte Lift Station and Force Main Rehabilitation to the lowest responsible bidder and authorize the Mayor to execute a contract approved to form by the City Attorney between the City of Bay City and Matula & Matula Construction, Inc. in the amount of \$474,699.00.**

Assistant Public Works Director, Krystal Mason, announced that Matula & Matula Construction was the lowest bidder of the bids received for the Del Norte Lift Station and Force Main Rehabilitation Project. There were 4 bids. With this choice, the City will save almost \$200,000.00. She recommended awarding Matula & Matula Construction.

Motion made by Council Member Finlay to approve awarding Matula & Matula Construction for the Del Norte Lift Station and Force Main Rehabilitation Project. Seconded by Council Member Reardon. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Reardon, Council Member Finlay, Council Member McCray. Motion carried.

10. Bids ~ Discuss and consider construction quotes for the Fire Station and Municipal Service Building (MSB) Weatherproofing Projects and take any action deemed necessary.

City Manager, Scotty Jones, presented slides showing the degradation of the Fire Station and the Municipal Services building and spoke of preserving City buildings. The City received bid from 8 companies. Each building will be a separate project. There are savings from other utility projects that will be put toward these projects. The combined projects are under Alternate 5 listed in the packet. An amendment for \$35,000 from the General Fund may need to come to Council for approval. The Fire Department's roof is still under warranty and the building will be weather sealed. The projects will be performed by one contractor. The entire project should be completed by September 30th, weather permitting.

Motion made by Council Member Reardon to approve accepting the Alternate 5 bid from FW Walton plus Window Pros of Texas. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Council Member Reardon, Council Member Finlay, Council Member McCray. Motion carried.

11. Policy ~ Discuss, consider, and/or approve the selection of Mayor Pro Tem for 2026-2027.

Mayor Pro Tem, Jim Folse, nominated Council Member Blayne Finlay as Mayor Pro Tem for 2026-2027.

Motion made by Mayor Pro Tem Folse to approve Blayne Finlay as Mayor Pro Tem for 2026-2027. Seconded by Council Member Reardon. Voting Yea: Mayor Nelson, Council Member Folse, Council Member Reardon, Council Member Finlay, Council Member McCray. Motion carried.

12. Discuss Strategic Plan and take any action deemed necessary.

City Manager, Scotty Jones, asked Council to review the Strategic Plan changes or additions and bring them back to Council for comments and suggestions, then approval.

CLOSED / EXECUTIVE SESSION

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

Not needed. No Executive Session.

RECONVENE AND ACTION

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

Mayor Pro Tem Jim Folse welcomed newly elected Council Member, Cory McCray.

ADJOURNMENT

The meeting adjourned at 7:24 PM.

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:	7/28/2026	Date Submitted:	7/15/2026
Prepared By:	Jennifer Davis	Presented By <i>(if different)</i>	
Department:	Finance	Type of Agenda Item:	Consent

ITEM TITLE: Accounts Payables

AGENDA LANGUAGE:

Accounts Payables, Direct Payables, and Utility Refunds for April, May, and June 2026.

EXECUTIVE SUMMARY/BACKGROUND

Per City Charter Section 4.10 (C)- At least once a quarter, Council shall vote to approve the City expenditures made since the last quarter. These expenditures include Accounts Payable and Utility Billing Refunds. Expenditure details can be found on the City's website.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

Financial Implications: None

RECOMMENDATION: Staff recommends City Council approve the Listing of Accounts Payable and Utility Refunds for April through June 2026.

ATTACHMENTS: April through June 2026 Listing of Accounts Payable and Utility Refunds.

AGENDA ITEM REQUEST FOR CITY COUNCIL APPROVAL

PER CHARTER SECTION 4.10 (C) - AT LEAST ONCE A QUARTER, COUNCIL SHALL VOTE TO APPROVE THE CITY EXPENDITURES MADE SINCE THE LAST QUARTER. EXPENDITURE DETAIL CAN BE FOUND ON THE CITY'S WEB. <https://cityofbaycity.mygovcenter.com>

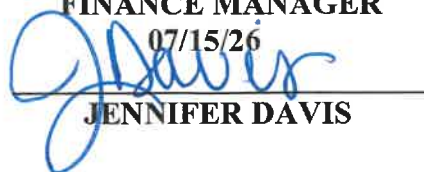
ACCOUNTS PAYABLE	04/02/26
ACCOUNTS PAYABLE	04/07/26
ACCOUNTS PAYABLE	04/10/26
ACCOUNTS PAYABLE	04/17/26
ACCOUNTS PAYABLE	04/23/26
ACCOUNTS PAYABLE	04/28/26
ACCOUNTS PAYABLE	05/01/26
ACCOUNTS PAYABLE	05/08/26
ACCOUNTS PAYABLE	05/15/26
ACCOUNTS PAYABLE	05/21/26
ACCOUNTS PAYABLE	05/29/26
ACCOUNTS PAYABLE	06/04/26
ACCOUNTS PAYABLE	06/12/26
ACCOUNTS PAYABLE	06/17/26
ACCOUNTS PAYABLE	06/19/26
ACCOUNTS PAYABLE	06/26/26

DIRECT PAYABLES	04/07/26
DIRECT PAYABLES	04/22/26
DIRECT PAYABLES	05/19/26
DIRECT PAYABLES	05/26/26
DIRECT PAYABLES	06/04/26
DIRECT PAYABLES	06/17/26
DIRECT PAYABLES	06/30/26

UTILITY REFUNDS	05/01/26
UTILITY REFUNDS	05/08/26
UTILITY REFUNDS	05/15/26

RESPECTFULLY SUBMITTED

FINANCE MANAGER

07/15/26

JENNIFER DAVIS



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

Meeting Date:	7/28/2026	Date Submitted:	7/15/2026
Prepared By:	Jennifer Davis	Presented By <i>(if different)</i>	
Department:	Finance	Type of Agenda Item:	Consent

ITEM TITLE: Audit Engagement Letter

AGENDA LANGUAGE:

Discuss, consider, and/or approve the engagement letter with Harrison, Waldrop, and Uherek, L.L.P.

EXECUTIVE SUMMARY/BACKGROUND

An engagement letter is signed between the City and the Audit firm each year prior to the close of the fiscal year to be audited. This is a standard document that details the responsibility of management, the audit objectives, and the associated fees.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

Financial Implications: The audit fee could change from year to year. The fee presented is \$39,750 which is an increase of \$3,750 over prior year. An additional \$4,000 will be incurred for a Single Audit, if applicable.

RECOMMENDATION: Staff recommends City Council approve the engagement letter with Harrison, Waldrop, and Uherek, L.L.P.

ATTACHMENTS: Audit engagement letter



CERTIFIED PUBLIC ACCOUNTANTS
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VICTORIA, TEXAS 77901-8142

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(361) 573-3255
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July 1, 2026

The Honorable Mayor and
Members of the City Council
City of Bay City
Bay City, Texas 77414

We are pleased to confirm our understanding of the services we are to provide the City of Bay City, Texas (the "City") for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Pension Information
4. OPEB Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Combining and Individual Fund Statements and Schedules
2. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

According to GAAS, management override of controls is a significant risk, with a presumption that revenue recognition is also a significant risk. We concur with this assessment; accordingly, we have identified and considered these as significant risks as part of our audit planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate correction action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Harrison, Waldrop & Uherek, L.L.P., will not be included in any such offering document without or prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Also, with regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on the information provided by you. In addition, we will propose the necessary cash to accrual conversion journal entries, maintain depreciation and amortization schedules, and assist with the implementation of new accounting standards for the City. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Harrison, Waldrop & Uherek, L.L.P. and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harrison, Waldrop & Uherek, L.L.P. personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

As an attest client, Harrison, Waldrop & Uherek, L.L.P. cannot store your documents, data, or records on your behalf because doing so will impair Harrison, Waldrop & Uherek, L.L.P.'s independence. This is in accordance with the "Hosting Services" interpretation at ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records. Harrison, Waldrop & Uherek, L.L.P. does not host any of the City's information. Sharefile, which is a secure, cloud-based platform, is used solely as a method of transferring data and is not intended to store the City's information. The data and other content will either be removed from Sharefile or become unavailable to Harrison, Waldrop & Uherek, L.L.P. within a reasonable period of time.

Ms. Melissa M. Terry, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign them. We expect to begin our audit during the month of September 2026 and to plan to issue our reports no later than March 2027.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our preliminary estimates, the fee for the audit should not exceed \$39,750. These fee estimates are based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, and does not include additional time that may be required to implement any procedures necessary to comply with new professional standards and/or reporting requirements not currently effective. Fees for any additional services provided outside the scope of the audit of the City's financial statements will be billed based upon our standard hourly rates which range from \$165 to \$225 per hour. Furthermore, we estimate that our fee will be approximately \$4,000 (in addition to the amount previously quoted) and \$2,500 for each additional major program to comply with the financial audit requirements of Uniform Guidance should the City be subject to those requirements for the year ending September 30, 2026.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council of the City of Bay City, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary to us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Bay City, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



HARRISON, WALDROP & UHEREK, L.L.P.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Bay City, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

FARRIS & FARRIS, CPA'S

CERTIFIED PUBLIC ACCOUNTANTS

PAUL W. FARRIS, CPA
DEBRA E. FARRIS, CPA

13434 Leopard St., #A-29-A
Corpus Christi, TX 78410
(361) 241-0656
Fax (361) 241-0658
farriscpa@aol.com

Report on the Firm's System of Quality Control

March 21, 2024

To the Owners

Harrison, Waldrop & Uherek LLP

And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Harrison, Waldrop & Uherek LLP (the firm) in effect for the year ended June 30, 2023. Our review was conducted in accordance with the standards for Performing and Reporting on Peer Reviews established by the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

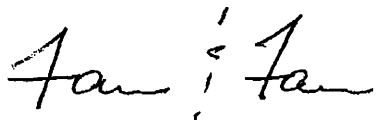
As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures

MEMBER

TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS * AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Harrison, Waldrop & Uherek LLP in effect for the year ended June 30, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiencies or fail. Harrison, Waldrop & Uherek LLP has received a peer review rating of pass.

A handwritten signature in black ink, appearing to read 'Farris & Farris', with a stylized flourish at the end.

Farris & Farris CPA's



CERTIFIED PUBLIC ACCOUNTANTS
101 S. MAIN, SUITE 400
VICTORIA, TEXAS 77901-8142

Listing of Governmental Clients and Latest Projects for Past Five Years:

	<u>FYE</u>	<u>Type</u>	<u>Scope of Work</u>	<u>Yellow Book</u>	<u>Years of Service</u>
City of Bay City	9/30	Local Govt.	Financial Statement Audit Single Audit GFOA Submission	YES	15+
Bay City Community Development Corporation	9/30	Local Govt.	Financial Statement Audit	no	10+
City of Cuero	9/30	Local Govt.	Financial Statement Audit Single Audit	YES	25+
Cuero Development Corporation	9/30	Local Govt.	Financial Statement Audit	no	25+
City of Edna	9/30	Local Govt.	Financial Statement Audit Single Audit	YES	15+
City of Victoria	9/30	Local Govt.	Financial Statement Audit Single Audit GFOA Submission	YES	35+
City of Wharton	9/30	Local Govt.	Financial Statement Audit Single Audit GFOA Submission	YES	15+
Wharton Economic Development Corporation	9/30	Local Govt.	Financial Statement Audit Prep/Assist w/ Form 990/1099s	no	15+
City of Yoakum	9/30	Local Govt.	Financial Statement Audit Single Audit	YES	25+
City of Hallettsville	12/31	Local Govt.	Financial Statement Audit Single Audit	YES	3
City of Yorktown	9/30	Local Govt.	Financial Statement Audit	YES	2
City of Ganado	9/30	Local Govt.	Financial Statement Audit	YES	2
City of La Ward	9/30	Local Govt.	Financial Statement Audit	YES	2
County of Victoria	12/31	Local Govt.	Financial Statement Audit Single Audit Special Engagement	YES	35+
Victoria County DD # 3	6/30	Local Govt.	Financial Statement Audit Review of P/R Forms	YES	35+
Victoria County Navigation District	12/31	Local Govt.	Financial Statement Audit Single Audit	YES	25+
County of Victoria Juvenile Probation	8/31	Local Govt.	Financial Statement Audit	YES	25+
County of DeWitt	9/30	Local Govt.	Financial Statement Audit Single Audit GFOA Submission	YES	30+
County of DeWitt Juvenile Probation	8/31	Local Govt.	Financial Statement Audit	YES	20+
Boling ISD CDN 241901	8/31	Local Govt.	Financial Statement Audit Single Audit	YES	5+
Brazos ISD CDN 008903	8/31	Local Govt.	Financial Statement Audit Single Audit	YES	3
East Bernard ISD CDN 241902	8/31	Local Govt.	Financial Statement Audit Single Audit	YES	15+
Goliad ISD CDN 088902	6/30	Local Govt.	Financial Statement Audit	YES	20+



CERTIFIED PUBLIC ACCOUNTANTS
911 S. MAIN, SUITE 400
VICTORIA, TEXAS 77901-8142

Listing of Governmental Clients and Latest Projects for Past Five Years:

		<u>FYE</u>	<u>Type</u>	<u>Scope of Work</u>	<u>Yellow Book</u>	<u>Years of Service</u>
				Single Audit		
Palacios ISD	CDN 158905	8/31	Local Govt.	Financial Statement Audit	YES	10+
				Single Audit		
Refugio ISD	CDN 196903	8/31	Local Govt.	Financial Statement Audit	YES	50+
				Single Audit		
Sealy ISD	CDN 008902	8/31	Local Govt.	Financial Statement Audit	YES	15+
				Single Audit		
				Agreed Upon Procedures		
24th Judicial District Adult						
Probation Department		8/31	Local Govt.	Financial Statement Audit	YES	25+
Port of Calhoun		6/30	Local Govt.	Financial Statement Audit	no	15+
				GFOA Submission		
Port of Bay City		12/31	Local Govt.	Financial Statement Audit	no	5+
Calhoun County DD # 11		12/31	Local Govt.	Financial Statement Audit	no	15+
Calhoun County WCID # 1		12/31	Local Govt.	Financial Statement Audit	no	15+
Quail Creek MUD		9/30	Local Govt.	Financial Statement Audit	no	35+
Jackson County Emergency						
Services District #3		9/30	Local Govt.	Financial Statement Audit	YES	5+
				Assist Prep. Tax & P/R		
				Reports		
Jackson County Emergency						
Services District #1		9/30	Local Govt.	Financial Statement Audit	YES	1
Jackson County WCID # 2		12/31	Local Govt.	Financial Statement Audit	YES	1
Jackson County Navigation District		12/31	Local Govt.	Financial Statement Audit	YES	1
Jackson County WCID # 1		12/31	Local Govt.	Financial Statement Audit	YES	1



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

Meeting Date:	7/28/2026	Date Submitted:	7/8/2026
Prepared By:	Herb Blomquist	Presented By <i>(if different)</i>	
Department:	Public Works	Type of Agenda Item:	Consent

ITEM TITLE: DD#1 MOU

AGENDA LANGUAGE:

Approval of Memorandum of Understanding between Matagorda County Drainage District (MCDD) #1 and the City of Bay City for regulation of stormwater drainage and runoff for new and existing development within Bay City city limits and authorize the Mayor to sign the agreement.

EXECUTIVE SUMMARY/BACKGROUND

City staff have spent the last 2-1/2 years working with MCDD#1 to update the rules and regulations and design criteria for the management of stormwater drainage and runoff for new and existing developments within Matagorda County which includes Bay City.

To streamline and to expedite the process for developers, the City proposed to take over the management of the stormwater drainage evaluation process within Bay City with the goals of prompt drainage plan approval and no duplication of drainage plan application fees.

After numerous meetings with key stakeholders and MCDD#1 Board members, a Memorandum of Understanding between the Drainage District and the City of Bay City was developed, finalized, and approved by the MCDD#1 Board members on June 23, 2026.

The last step is for Bay City Council to approve the attached document.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES
• n/a

RECOMMENDATION: City Staff recommends approval.

ATTACHMENTS: Memorandum of Understanding

Memorandum of Understanding
BETWEEN
MATAGORDA COUNTY DRAINAGE DISTRICT #1 AND THE CITY OF BAY CITY FOR REGULATION
OF STORMWATER DRAINAGE PLANS FOR NEW AND EXISTING PROPERTY DEVELOPMENT
WITHIN BAY CITY CITY LIMITS AND ITS EXTRA-TERRITORIAL JURISDICTION

This Memorandum of Understanding ("MOU") is dated and effective as of the last day signed by the parties hereto Matagorda Drainage District No. 1, acting by and through its Chairman ("*District*") and the City of Bay City, Texas, acting by and through its Mayor, ("*City*").

RECITALS

WHEREAS, *City* and *District*, as local government entities, are authorized to enter into this MOU for the provision of government functions and services, pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, *City* is a home rule municipal corporation primarily located within the boundaries of *District*, and Matagorda County; and

WHEREAS, *City* is empowered to regulate the subdivision of land within its corporate boundaries and to a lesser extent, in its area of extra-territorial jurisdiction ("ETJ"); and

WHEREAS, *City* is empowered to adopt reasonable rules and regulations governing plats and the subdivision of land; and

WHEREAS, no land within *City* or its area of *City's* ETJ may be subdivided unless and until a plat of such subdivision has been approved by *City*; and

WHEREAS, *City* is empowered to act as Floodplain Administrator, on behalf of the Federal Emergency Management agency ("FEMA"), in adopting and enforcing regulations designed to minimize flood losses within city limits; and

WHEREAS, *City* requires, as a condition of subdivision plat approval, compliance with applicable rules and regulations of *City* relating to floodplain management and flood damage prevention; and

WHEREAS, *District*, a drainage district, was created and exists for the purpose of drainage of flooded lands and other lands needing drainage within *District*; and

WHEREAS, *District*, in furtherance of *District* purpose is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, *City* and *District*, have established drainage criteria and agreed upon regulations in order to (a) ensure the development within their overlapping jurisdictions does not circumvent their

respective floodplain management and flood damage prevention plans, (b) establish consistent application of regulations, (c) simplify compliance, (d) avoid conflicts in the joint administration of said drainage criteria and regulations within their overlapping jurisdictions, and e) avoid duplication of efforts in inspection activities and fee issuance; and

WHEREAS, it is the desire of *City* and *District*, that persons seeking approval within the overlapping jurisdictions of *City* and *District* for (1) subdivision plat or replat, (2) properties that have a different land use that creates a higher run-off coefficient, or (3) developments on an existing site which increase impervious cover, be required to comply with *City's* and *District's* drainage criteria and regulations to prevent new development from negatively impacting existing properties and structures.

NOW, THEREFORE, *City* and *District* agree as follows

1. *City* and *District* agree to jointly cooperate and administer the adopted drainage criteria and regulations, imposed upon all property and development located within their overlapping jurisdictions which propose to discharge storm waters into a *City* or *District* outfall facility, in an effort to promote and protect public health, safety, and welfare, by minimizing public and private losses resulting from flood conditions. The intended purpose of this Agreement is to expedite plan review process and to avoid duplication of drainage plan review and associated fees.
2. *City* agrees to make available for *District's* review and copying, any and all records pertaining to proposed development within their overlapping jurisdictions, for purpose of monitoring compliance with *District's* Rules and Regulations.
3. Pursuant to this Agreement, *City* shall be responsible for approval of stormwater drainage plans for developments in (1) the *City's* corporate boundaries and (2) within the *City's* Extra-Territorial Jurisdiction in the event the landowner intends to annex its property into the *City's* corporate limits. *City* shall review, regulate and approve developments to assure compliance with *City's* Flood Protection Plan and *City's* Ordinances which mirror *District's* Rules and Regulations. Upon *City* Engineer approval of drainage plans, final plans and *Letter of No Objection* shall be submitted to the *District* in accordance with the *District's* Rules and Regulations.
4. Filing a request for a permit with the *City* shall be considered a simultaneous filing with the *District* and shall be considered to be filed with the *District* upon filing with the *City*. *City* shall provide a copy of any permit requested.
5. *District's* Engineer is hereby designated as the person selected by *District* to lead, direct, and coordinate *District's* work in accordance with this MOU.
6. *City's* Engineer is hereby designated as the person selected by *City* to lead, direct, and coordinate *City's* work in accordance with this MOU.

7. City shall provide District reports regarding development the areas described in number 3 above, on a quarterly basis, or more frequently if the circumstances require.

8. The term of this MOU shall be for a period of one (1) year commencing on the 23 day of June, 2026. This MOU shall automatically renew at the expiration of the said term and shall continue to renew thereafter in one (1) year increments.

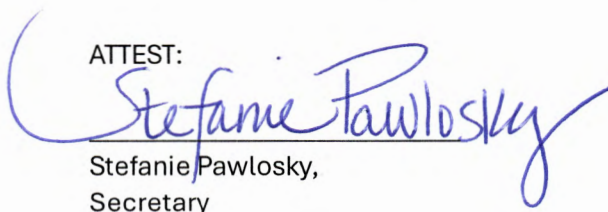
9. Either party may give the other party ninety (90) days written notice to terminate this MOU.

10. This Agreement may only be amended, modified, or supplemented in writing and subsequently signed and dated by *City*, as acted upon by its City Council and *District*, as acted upon by its Board of Directors.

11. *City* and *District* recognize and agree that this MOU is not in any way intended to limit, alter, or reduce the expressed or implied authority, rights or obligations of either party as reflected in their respective drainage criteria and regulations or any other applicable law, but rather to further clarify and reflect the parties' mutual understandings in jointly administering their respective drainage criteria and regulations.

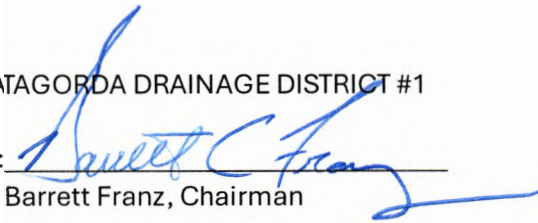
IN WITNESS WHEREOF, this MOU is executed on behalf of *City* and *District* by their respective authorized officers, in multiple counterparts, each of which constitute an original, pursuant to the prior authorization of the governing bodies of the respective parties acting in duly posted and noticed open public meetings of the respective governing bodies on the dated recited in the signature blocks below.

ATTEST:


Stefanie Pawlosky,
Secretary

MATAGORDA DRAINAGE DISTRICT #1

By:


Barrett Franz, Chairman

ATTEST:

JEANNA THOMPSON
City Secretary

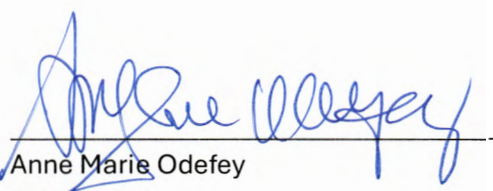
CITY OF BAY CITY

By: _____

Robert K. Nelson, Mayor

Approved as to Form:

Danny Shindler
District's Attorney


Anne Marie Odefey
City Attorney



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

Meeting Date:	7/28/2026	Date Submitted:	7/18/2026
Prepared By:	Gabriel Lopez	Presented By <i>(if different)</i>	
Department:	Public Works	Type of Agenda Item:	Consent

ITEM TITLE: First Amendment to the Temporary Construction Easement Agreement with International Bank of Commerce

AGENDA LANGUAGE:

Consider and/or ratify the execution of the First Amendment to the Temporary Construction Easement Agreement between the City of Bay City and International Bank of Commerce for the Avenue I and 6th Street Off-System Bridge Replacement Project, extending the term of the temporary construction easement through March 31, 2027.

EXECUTIVE SUMMARY/BACKGROUND

The City of Bay City and International Bank of Commerce entered into a Temporary Construction Easement Agreement on July 16, 2025, for the TxDOT Avenue I and 6th Street Off-System Bridge Replacement Project. The agreement provides temporary access to and use of a portion of the property for construction activities associated with the bridge replacement project, including excavation, equipment and material staging, and utility work.

The original agreement provided for a term of 365 calendar days from the date of execution. The bridge replacement project remains under construction by the Texas Department of Transportation, and continued access to the temporary construction easement is needed to complete the remaining project activities.

The First Amendment extends the duration of the Temporary Construction Easement Agreement through March 31, 2027. All other terms and conditions of the original agreement remain unchanged. The First Amendment has been executed and is presented to City Council for ratification.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES
The First Amendment does not provide for additional compensation or otherwise modify the financial terms of the Temporary Construction Easement Agreement. No additional City funding is required as a result of this amendment.

RECOMMENDATION: Staff recommends City Council ratify the execution of the First Amendment to the Temporary Construction Easement Agreement between the City of Bay City and International Bank of Commerce for the Avenue I and 6th Street Off-System Bridge Replacement Project, extending the term of the temporary construction easement through March 31, 2027.

ATTACHMENTS:

- First Amendment to Temporary Construction Easement Agreement
- Temporary Construction Easement Agreement

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

**FIRST AMENDMENT TO
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

This First Amendment to Temporary Construction Easement Agreement ("First Amendment") is entered into by and between International Bank of Commerce, a Texas banking institution ("Grantor"), and the City of Bay City, Texas, a Texas home-rule municipal corporation ("Grantee"), effective upon execution by the last party to sign.

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Temporary Construction Easement Agreement executed on July 16, 2025 (the "Agreement"), for the Avenue I and 6th Street Off-System Bridge Replacement Project; and

WHEREAS, Section 6 of the Agreement provides that the Agreement shall remain in effect for a period of 365 calendar days from the date the Agreement is executed by the last party to sign, unless otherwise extended in writing by mutual agreement of the parties; and

WHEREAS, the Avenue I and 6th Street Off-System Bridge Replacement Project remains under construction by the Texas Department of Transportation pursuant to the Advance Funding Agreement between the City and the Texas Department of Transportation, and additional time is required to complete the remaining bridge replacement activities; and

WHEREAS, the parties desire to extend the duration of the Agreement while leaving all other terms and conditions unchanged.

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

1. Amendment to Section 6

Section 6 (Duration) of the Agreement is hereby amended to read as follows:

6. Duration. This Temporary Construction Easement Agreement shall remain in effect through March 31, 2027, unless otherwise extended in writing by mutual agreement of the parties.

2. Ratification

Except as expressly amended by this First Amendment, the Temporary Construction Easement Agreement executed on July 16, 2025, is hereby ratified and confirmed, and all terms, conditions, covenants, and provisions thereof shall remain in full force and effect.

SIGNATURES

GRANTOR:

INTERNATIONAL BANK OF COMMERCE

By: Rosie Rodriguez

Name: ROSIE RODRIGUEZ

Title: AVP

Date: 7/17/26

GRANTEE:

CITY OF BAY CITY, TEXAS

By: Robert K. Nelson

Robert K. Nelson, Mayor

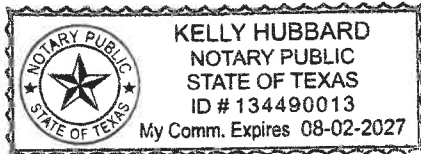
Date: 7/17/26

ATTEST: Jeanna Thompson

Jeanna Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

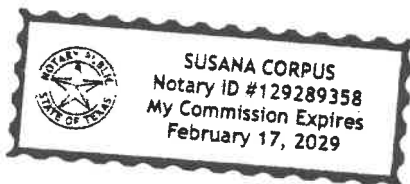
This instrument was acknowledged before me on the 17 day of July, 2026 by Rosie Rodriguez, AVP of INTERNATIONAL BANK OF COMMERCE, on behalf of said institution.



Kelly Hubbard
Notary Public in and for The State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 17 day of July, 2026, by Robert K. Nelson, Mayor of City of Bay City, Texas, on behalf of said municipality.



Susana Corpus
Notary Public in and for The State of Texas



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

Meeting Date:	7/28/2026	Date Submitted:	7/18/2026
Prepared By:	Gabriel Lopez	Presented By <i>(if different)</i>	
Department:	Public Works	Type of Agenda Item:	Consent

ITEM TITLE: Amendment No. 1 to Task Authorization No. 1 with Freese and Nichols, Inc. for the DR-4485-0221 Stormwater Management Plan Project

AGENDA LANGUAGE:

Amendment No. 1 to Task Authorization No. 1 with Freese and Nichols, Inc. for the DR-4485-0221 Stormwater Management Plan project to extend the anticipated completion date from June 30, 2026, to November 30, 2026, and authorize the Mayor to execute the amendment.

EXECUTIVE SUMMARY/BACKGROUND

The City of Bay City is completing a Stormwater Management Plan under the Federal Emergency Management Agency Hazard Mitigation Grant Program project DR-4485-0221. Freese and Nichols, Inc. is providing professional engineering and planning services for the project under Task Authorization No. 1 to the City's Master Professional Services Agreement.

In April 2026, the U.S. Army Corps of Engineers released a significant update to the modeling software being used for the Stormwater Management Plan. The update introduced new functionality and enhancements that improved the quality and accuracy of the analysis; however, the project team required additional time to evaluate the updated software, address implementation challenges and validate the modeling results.

The City has submitted a time-extension request to the Texas Division of Emergency Management to extend the grant period of performance from August 1, 2026, to December 1, 2026. The extension provides the time needed to complete the remaining technical analyses, develop flood mitigation recommendations, and finalize the Stormwater Management Plan.

Amendment No. 1 extends the anticipated completion date under Task Authorization No. 1 from June 30, 2026, to November 30, 2026. The amendment does not change the scope of services, deliverables, or compensation. All other terms and conditions of the Task Authorization and Master Professional Services Agreement remain unchanged.

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

FINANCIAL NOTES
Amendment No. 1 does not increase the contract amount. The amendment amount is \$0, and the authorized not-to-exceed amount remains \$650,000. No additional funding is required for approval of this item.

RECOMMENDATION: City staff recommends City Council approve Amendment No. 1 to Task Authorization No. 1 with Freese and Nichols, Inc. for the DR-4485-0221 Stormwater Management Plan project, extending the anticipated completion date from June 30, 2026, to November 30, 2026, and authorize the Mayor to execute the amendment.

ATTACHMENTS:

- Amendment No. 1 to Task Authorization No. 1 with Freese and Nichols, Inc.
- Task Authorization No.1 with Freese and Nichols, Inc.

January 7, 2025

Gabriel Lopez
City of Bay City
Department of Public Works
1217 Ave J
Bay City, TX 77414

Re: Task Authorization No. 1 City of Bay City Stormwater Management Plan

Dear Mr. Lopez,

We are pleased to submit this proposal for providing Stormwater Management Planning services to the City of Bay City, Texas. Freese and Nichols, Inc. (FNI) is uniquely positioned to assist the city in completing this project.

Our team comprises experienced stormwater professionals from FNI who are familiar with the flooding issues experienced across the City. We are committed to delivering high-quality services and achieving the best possible outcomes for Bay City.

The proposed scope of services to be provided are attached as Exhibit A. Basic services include data collection, a drainage system inventory, an initial flood hazard assessment, flood mitigation planning and future flood mitigation planning. A task order attached as Exhibit B, includes the proposed budgets for the scope of services to be provided. The proposed project is anticipated to be completed within 18 months of notice to proceed. A preliminary schedule is attached as Exhibit C.

We look forward to the opportunity to work with you and contribute to the safety and resilience of your community.

Please feel free to contact me at 832-651-5817 or dane.schneider@freese.com if you have any questions or require further information.

Thank you for considering our proposal.

Sincerely,



Dane P. Schneider, PE, ENV SP
Project Director

EXHIBIT A



SCOPE OF SERVICES

FOR

City of Bay City, Texas

Stormwater Management Plan

**TASK AUTHORIZATION NO. 1: Professional Engineering Services for Hazard Mitigation
Assistance (HMA) Management Funding**

City of Bay City Stormwater Management Plan

Project Background:

The City of Bay City (the City) submitted an application for funding assistance to the FEMA Hazard Mitigation Grant Program (HMGP) under the DR-4485-TX (Texas Covid-19 Pandemic) Notice of Funding Opportunity administered by the Texas Division of Emergency Management (TDEM). On December 18, 2023 the City received notice from TDEM that FEMA had approved the application. The City has experienced multiple extreme storm events in recent years, including Memorial Day 2015, Hurricane Imelda, Hurricane Harvey, and June 2019. In addition to street and structural flooding from noted historical storm events, the City experiences fluvial flooding from its geographic position with respect to the Colorado River and Cottonwood Creek floodplains, and pluvial flooding from more frequent rainfall events that overwhelms the capacity of existing local roadside ditch and storm sewer drainage systems.

Project Description:

The City of Bay City is located in Matagorda County, Texas. The project limits include 8.5-square miles of incorporated area and extra-territorial jurisdiction (ETJ) generally defined by Walker Rd on the north, Bordeaux Dr on the south, and the Colorado River floodplain and levee system on the west. The eastern project limits follow SH35 to Van Vleck and include the floodplains of Dry Creek, Bucks Bayou, and Hardeman Slough. The floodplain of Cottonwood Creek, and Old Cottonwood Creek, overlay a large area of the central project area from north to south. The current land use within the City is a mix of residential, commercial, industrial, and agricultural.

Project Understanding:

Freese and Nichols, Inc. (FNI) was engaged by the City of Bay City to provide professional services related to development of a city-wide stormwater management plan (the project). The overall objective of the project is to conduct a hydrologic and hydraulic (H&H) analysis of the watersheds and drainage systems within the project area to identify existing flood hazards and perform flood mitigation planning that leads to the conceptual development of projects that reduce flood risk and damage costs.

The project will achieve the following objectives:

- Provide current information to the City regarding existing H&H conditions for an array of storm events within the project area.
- Identify locations at risk for flooding from and prioritize problem locations based on ponded stormwater depth and historical flood frequency information. Identify the cause(s) of the flooding problem.
- Gain a better understanding of existing local drainage infrastructure (layout, size, condition) serving project areas which flood during more frequent, less severe rainfall events. Identify existing level of service and system inadequacies.

- Develop drainage improvement concepts to address a minimum design level of service and reduce flood risk and damage costs.
- Develop proposed project implementation phasing, capital costs, and identify potential sources of funding assistance.

FNI understands the importance of compliance with the terms and conditions of the HMGP funding assistance, as noted in the award letter from TDEM, and will coordinate with the City's grant management consultant accordingly:

- The plan will meet or exceed the requirements for Local Mitigation Plans as outlined in 44 CFR § 201.6 and as determined by the State Hazard Mitigation Officer (SHMO).
- The natural hazards assessed by the plan will be coordinated with the current FEMA-approved version of the 2022 Matagorda County Hazard Mitigation Plan adopted by the City.
- The plan will be developed using FEMA guidance documents - Local Mitigation Planning Handbook and Local Mitigation Plan Review Guide, including the Local Mitigation Plan Review Tool.
- The plan will be submitted to FEMA no later than 6-months prior to the end of the performance period and following SHMO review and concurrence.

BASIC SERVICES

1.0 PROJECT MANAGEMENT AND COORDINATION

Project management and coordination services are based on an estimated maximum eighteen (18) month project duration.

- 1.1 Kickoff Meeting - Attend initial kickoff meeting with the City to discuss project objectives, scope, schedule, deliverables, criteria, and other critical items. FNI to receive notice to proceed from the City, if not previously issued.
- 1.2 CHARM Meeting – Attend in-person the Texas Community Watershed Partners (TCWP) Workshop using the Community Health and Resource Management (CHARM) platform on October 17, 2024.
- 1.3 Progress Meetings - Attend up to twelve (18) monthly project progress meetings with the City and grant management consultant to provide updates and discuss future work items.
- 1.4 Routine Project Controls – Administration of the contract, preparation of monthly invoices and progress reports, and coordination with the grant administrator. The FNI project management team will provide monthly progress reports that may be used by the grant management consultant to generate the required quarterly progress report to TDEM. Project management and coordination of FNI task leads, engineering disciplines, and subconsultants.
- 1.5 Quality Assurance/Quality Control (QA/QC) – Implement quality management plan and document QA/QC activities performed. Engage senior staff and subject matter experts to perform detailed reviews of the contract deliverables at each milestone.

2.0 DATA COLLECTION AND REVIEW

- 2.1 Project Information - Collect and review information provided by the City to be used for the project, including history of flooding problems, record plans, on-going or planned projects, GIS data, and previous drainage studies. Record plans will be utilized when available to minimize the need for topographic survey and channel cross-sections.
 - Review applicable current design criteria and confirm all entities having jurisdictional authority over the project, including review, approval, and permits.
 - Review topography (2018 and 2019 LiDAR), current land use/land cover (H-GAC Regional Land Use Information System), effective Flood Insurance Study and floodplain maps (FEMA), and stream and precipitation gage data (USGS) as applicable.
 - Collect GIS building structures inventory from county appraisal district, Microsoft building footprint, and Texas Natural Resources Information System (TNRIS).
- 2.2 Previous Studies (to be provided by the City):
 - Deliverable C Preliminary Models for Matagorda County Regional Master Drainage Plan, City of Bay City, Matagorda County, Texas, August 2021 by Jones & Carter [report and model files,

received]. This study represents the most current H&H modeling available, and utilized previous studies as noted below.

- Colorado River HEC-HMS and 1D2D HEC-RAS 2021 update to 2001 Lower Colorado River Authority Flood Damage Evaluation Project by Scheibe Consulting LLC [report and model files]. According to Jones & Carter study, “only the hydrology for the Colorado River drainage areas will be updated...the Colorado River will not be included in the hydraulic modeling.”
- Final Results of Hydrology Study Cottonwood Creek Watershed Bay City, Texas, September 2017 by Halff & Associates [FIRMs effective 01-15-2021]. The Halff work product updated the 1983 FEMA FIS for Bucks Bayou, Hardeman Slough, and Cottonwood Creek. According to Jones & Carter study, “to be consistent with this study and to capture the overflow in this area, JC incorporated these models into the final models detailed in this report.”
- Matagorda County Flood Mitigation Plan, January 2010 by Halff Associates, Inc [report received].
- Current FEMA-approved version of the Matagorda County Hazard Mitigation Plan [report].
- Cottonwood Creek Flood Protection Plan, October 1990 by Pledger Kennedy Rogers Kalkomey Consulting Engineers [report, received].

2.3 Field Visits - Perform up to two (2) field visits at designated locations to familiarize the project team with existing watershed conditions and inform development of the hydrologic and hydraulic (H&H) models. Site visit locations may include areas with a history of structural or roadway flooding, areas indicated within FEMA flood loss database, field verification of survey deliverable, condition assessment of drainage and roadway infrastructure, major hydraulic structures, and channel conditions at major roadway crossings. Site visits will be documented and include geo-referenced photographs of existing features.

2.4 Historic Storm Events – Coordinate with the City to identify historic storm events with documented flood damage within the project limits. Research previous news reports and available precipitation and stream gage data. Data collected will be used for validation of H&H models.

3.0 DRAINAGE INFRASTRUCTURE INVENTORY

3.1 Database Development – Meet with the City and on-call GIS consultant to identify attributes and schema to use in the drainage infrastructure inventory database. Create geodatabase and feature classes with applicable attribute fields.

3.2 Digitizing Drainage Infrastructure – Populate the geodatabase with points and lines representing the following public drainage infrastructure: underground storm sewers, roadway crossing culverts. Data such as pipe size, material, inlet type, and flowline elevations will be input to populate attributes of the features based on the information provided in the 1981 Grid Map PDFs and record drawings provided by the City. Drainage infrastructure located on private property and driveway crossing culverts at roadside ditches are excluded from this task. Only drainage infrastructure located in the public right of way, owned and operated by the City, will be captured.

- 3.3 Major Hydraulic Structures – Identify major crossing structures or storm sewer outfalls [culverts and bridges] through evaluation of the local topography, stream centerlines, roadway lines, and review of the August 2021 Jones & Carter study. Topographic survey and channel sections upstream and downstream at major crossing structures or outfall flowline and pipe characteristics will be collected at up to twenty (20) additional locations where more detail is warranted. Coordinate with the City's current on-call GIS consultant to identify opportunities to update the existing geodatabase with regard to major hydraulic structures.

Task 3.0 Deliverables:

- Geodatabase of digitized drainage infrastructure with populated attribute fields.

4.0 FLOODING HAZARD ASSESSMENT

4.1 Localized Flooding Methodology and Calculations – Perform preliminary study of local flooding problem areas using a HEC-RAS Rain-on-Mesh model. Storm sewers digitized as part of Task 3 will be included within the model. This analysis will focus on localized drainage issues and will assume major channels are within banks and do not have a tailwater condition. Ponding areas and structural flooding will be highlighted for further investigation. The 2-year, 10-year, and 100-year 24-hour storm events will be simulated.

4.2 Riverine Flooding Methodology and Calculations - Riverine flooding will be investigated by updating the J&C model of Cotton Wood Creek and Bucks Bayou using relevant data collected in Task 3 and rerun for establish existing conditions in the 2-year, 10-year and 100-year storms. No additional analysis beyond the conclusions reached in previous studies will be completed for the Colorado River. Key assumptions are listed below:

- Drainage areas from the 2021 Jones & Carter study will be utilized and refined as needed for the Cottonwood Creek and Bucks Bayou systems. The delineations will be reviewed, and refinements will be made as necessary based on topography and hydraulic connections (storm sewers, culvert crossings, and bridge crossings) which currently exist.
- To better assess the inflows to the City from Cottonwood Creek, the 1D/2D model will be updated to capture additional detail and to correct model deficiencies from the previous studies. Where drainage areas extend beyond the City limits, the H&H model will be extended to include the limits of the contributing drainage area if needed.
- Update the 2021 Jones & Carter hydraulic models as needed (breaklines, structure info, land use layer for Manning's n-values) The extents of this model will include all drainage from Cottonwood Creek and will end near County Road 218 for Cottonwood Creek, Dry Creek, and Bucks Bayou. The end of Live Oak Creek will be at State Highway 60 to account for potential restrictions in roadway crossings which may affect areas within the City limits.

4.3 Target Problem Locations – Areas of riverine vs localized risk vs combined risk will be highlighted in graphical results. Particular focus will be placed upon target areas of concerns based on input from the City. Locations to be identified for further analysis in Task 5 can include but are not limited to:

- Intersection of Encino Ave & Nichols Ave

- Tenie Holmes south of 3rd St to Helen Ave
- HWY 60 & Thompson Rd
- HWY 60 & Morningside Dr
- Glen Meadows at 4121 Heatherglen Dr
- 12th St & 7th ST
- HWY 60 & Judy St

Based on results from the flood hazard assessment, and input from the City and the public, the top five (5) problem locations will be targeted for flood mitigation solutions. Locations at high risk of structural flooding will be a priority, but in some cases the City may select major roadways and highways at high risk for flooding as a targeted problem location as these may be important transportation routes and/or evacuation corridors.

Task 4.0 Deliverables:

- Preliminary existing condition H&H model of the City using Rain-on-Mesh model with graphic and tabular results. Updated J&C riverine H&H model with graphic and tabular results.

5.0 FLOOD MITIGATION PLANNING

5.1 Identify Flood Mitigation Alternatives – Using the results of the existing conditions flood hazard assessment, flood mitigation alternatives will be developed and evaluated for their potential to reduce flood risk at the priority problem locations.

- Evaluate the recommendations from previous flood mitigation studies. Unimplemented recommendations that remain valid and align with the objectives of the current study may be leveraged.
- Consider how on-going or planned projects may affect the watershed's condition and the targeted flood hazard location.
- Review stakeholder and public feedback and incorporate requests or suggestions that are aligned with the objectives of the current study and provide benefit to solving the flooding problem in the targeted flood hazard location.

5.2 Develop Conceptual Alternatives – Develop conceptual flood mitigation alternatives that reduce the severity or eliminate the cause of the current problem. Alternatives will be developed and evaluated individually or in combination to achieve the greatest benefit. Alternatives considered may include:

- Channel capacity/conveyance improvements along main stem or tributaries.
- New or improved detention storage such as regional detention basins.
- Overland flow conveyance or diversion/bypass channel improvements.
- Storm sewer or roadside ditch capacity/conveyance improvements.

- Protective levee systems.
- Property buy-out programs.

- 5.3 Detailed H&H Modeling – Building upon the methodology and assumptions from the existing conditions H&H task, develop and execute a stormwater drainage model of the conceptual flood mitigation alternative to determine proposed hydraulic conditions for an array of storm events, including the 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, 100-yr, and 500-yr frequency events.

Up to three (3) feasible flood mitigation alternatives per targeted problem location will be evaluated to simulate water surface elevations to evaluate the magnitude of water surface reductions for each event, develop peak flows, and flood inundation extents for each storm event.

- Adjust hydrologic parameters, as necessary, to support the inclusion of a proposed project into the models

Changes in peak flows and WSE will be evaluated throughout the model to identify adverse impacts. Mitigation concepts will be recommended for further detailed analysis in design, including:

- Detention storage volume required to mitigate adverse impacts to flows, max water surface elevations, and lost floodplain storage.
- Number of homes and acreage of land required to be purchased for additional right of way.
- Hydraulic structures that will need to be modified.

- 5.4 Evaluate Conceptual Alternatives – Evaluate the effectiveness of the proposed condition by comparing pre-project and post-project peak flows, maximum water surface elevations, and flood inundation extents. Flood hazard assessment metrics will be used to evaluate alternatives and recommend one (1) project that achieves the maximum feasible benefit at each targeted problem location. Consideration will be given to:

- Reduction in number of parcels and building structures at risk of flooding in the 10-year and 100-year events
- Reduction in land area of 100-year floodplain
- Project life cycle costs
- Ability to incorporate Green Infrastructure or Nature Based Solutions
- Feasibility and Constructability

- 5.5 Conceptual Project Layout – Develop conceptual layout in one-line detail for the recommended flood mitigation project at each targeted problem location.

- Based on readily available aerial imagery and field visits, identify and describe significant physical conditions such as overhead infrastructure, utilities, pipelines, railroads, or encroachments that may represent a fixed constraint, require relocation, or require some other action for conflict resolution.

- Identify any condition within the project area that may present a risk to implementation of the flood mitigation, including stakeholder buy-in, environmental permitting, coordination with jurisdictional entities, etc.
- Identify right of way needs, potential environmental constraints, potential utility conflicts, and other issues that may hinder implementation.
- Develop a planning-level cost estimate for the recommended flood mitigation project.
- Determine estimated costs associated with buy-out areas using available county appraisal district values and agreed upon multiplier.
- Complete a preliminary benefit-cost analysis for recommended flood mitigation projects in a level of detail sufficient to support submission and inclusion to the Texas State Flood Plan.

5.6 Project Implementation and Phasing – Based on input from the City, assist with the development of a fiscal year based project delivery plan that aligns with the current limitations of the 5-year Capital Improvement Program (CIP), including right of way acquisition, design procurement, and construction costs.

- Identify critical constraints that influence implementation schedule of construction costs.
- Phase construction costs over multiple fiscal years.
- Identify possible sources of funding assistance, including TWDB FIF, FEMA FMA or BRIC, HMGP, and GLO CDBG-MIT.

Task 5.0 Deliverables:

- Proposed conditions H&H models with graphic and tabular results.
- Stormwater Management Plan report, including executive summary, flood mitigation planning report content, supporting tables, maps, and exhibits.
- Submit the draft report to the City for review and comment. Task includes effort associated with one (1) round of review comments and revisions to achieve the submittal to the SHMO.
- Submit the final report to the SHMO for review and comment. Task includes effort associated with one (1) round of review comments and revisions to achieve final acceptance by TDEM/FEMA.

6.0 FUTURE FLOOD MITIGATION PLANNING

6.1 Future Studies

- Identify additional studies needed to fully understand and propose solutions to areas within Bay City not able to be covered as part of this study.

6.2 Regional Flood Planning Group Coordination

- Submit any future studies identified as FMEs to the Lower Colorado RFPG.
- Submit projects proposed as part of study as FMPs to the Lower Colorado RFPG.

6.3 FEMA Grant Planning

- Provide a letter recommending a strategy for recommended project funding utilizing FEMA grant opportunities focused on HMA opportunities (HMPG, FMA, BRIC).

Task 6.0 Deliverables:

- Memorandum identifying future studies needed to capture additional existing and future flood risk to Bay City.
- Submit list of FMXs to Lower Colorado RFPG (Future studies as FMEs, Projects proposed as part of study as FMPs).
- Letter documenting FEMA funding strategy for HMA programs. Applications to funding opportunities can be completed as part of future task orders.

ADDITIONAL SERVICES

7.0 SURVEY SERVICES [Tejas Surveying]

- Generally includes collecting topographic data at cross sections at channel crossings and collecting storm sewer flowlines at locations indicated.
- Horizontal data collected will be provided in grid coordinates, based on North American Datum of 1983 (NAD83) Texas Coordinate System South Central Zone.
- Vertical data collected will be referenced to North American Vertical Datum of 1988 (NAVD88) using GEOID12B for integrating with existing project LiDAR.
- Cross sections at channel crossings – data collected as indicated in Survey proposal.
- Storm sewer outfall pipes and manholes or junction structures – data collected includes horizontal and vertical location of structures including pipe size, material, inlet type, and flowline elevations.
- Topographic data at up to twenty (20) additional channel crossings or storm sewer flowlines to be selected on a case-by-case basis. Survey data to be collected at each location will be according to schematic provided by FNI.
- Deliverables will include point file in standard ASCII (PNEZD) format, .XML surface, and Civil 3D .DWG files.
- Pictures of identified storm sewer outfalls to channels for use in condition assessment.

8.0 COMMUNICATIONS SERVICES [FNI and Hollaway Environmental]

- Provide support services to the City's grant management consultant in the development of communications materials and provide PowerPoint presentation suitable to convey information to the public.
- Assist with providing technical responses to comments received during community engagement meetings. The grant administrator will manage comment tracking and response delivery process.
- Prepare for and attend one (1) townhall meeting, provide printing, reproduction, exhibit boards, and collect feedback from this public engagement effort.
- Prepare for and attend one (1) City Council meeting or similar civic meeting to present findings of the project and the recommended projects.
- City will be responsible for selection of dates and venues for the meetings.

TIME OF COMPLETION

FNI is authorized to commence work on the Project and agrees to provide deliverables based on the attached schedule of Task completion. The overall project is expected to span 18 months with several interim deliverables.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

Exhibit B



City of Bay City, TX
Gabriel Lopez
Engineering Tech
1217 Avenue J
Bay City, TX 77414

Engineering Architectural and Survey Services for Hazard Mitigation Assistance Projects

MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION NO. 1

FNI Project: CBC

Client Contract: 

Date: 1/7/2025

Project Name: City of Bay City Stormwater Management Plan

Description of Services: Refer to attached Scope of Services – Basic Services.

Deliverables: Refer to attached Scope of Services – Basic Services.

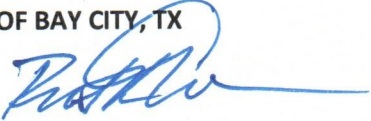
Schedule: Refer to attached Scope of Services – Time of Completion.

Compensation Type: Hourly (Not To Exceed Budget)

Amount Authorized: Total Compensation = \$650,000.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF BAY CITY, TX

By: 

Name: Robert K Nelson

Title: Mayor

Date: 1-14-25

FREESE AND NICHOLS, INC.

By: 

Name: Cory J. Stull

Title: Principal and Vice President

Date: January 7th, 2025

	2025												2026					
City of Bay City Stormwater Management Plan	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	May	June
Task 1 - Project Management																		
Task 2 - Data Collection and Review																		
Survey																		
Field Visits and Data Review																		
Task 3 - Drainage Infrastructure Inventory																		
Storm Digitization Geodatabase Deliverable																		
Task 4 - Flood Hazard Assessment																		
Localized Analysis																		
Riverine Analysis																		
Existing Condition H&H Modeling Task 4 Deliverable																		
Task 5 - Flood Mitigation Planning																		
Conceptual Alternatives																		
Detailed H&H Modeling																		
Evaluate and Project Layout																		
Project Implementation and Phasing																		
Flood Mitigation Projects - Task 5 Deliverable																		
Task 6 - Future Flood Planning																		



City of Bay City, TX

1217 Avenue J

Bay City, TX 77414

MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION AMENDMENT #1

FNI Project: BYT25009

Client Contract:  PO/Contract No.

Date: 6/22/2026

Project Name:	City of Bay City Stormwater Management Plan
Description of Services:	No Change
Deliverables:	No Change
Schedule:	Task Authorization No. 1 is hereby amended to extend the anticipated completion date from June 30, 2026 to November 30, 2026.
Compensation Type:	Not to Exceed Fee
Current Contract Amount:	\$650,000
Amount of this Amendment:	\$0
Revised Total Amount Authorized:	\$650,000

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Bay City

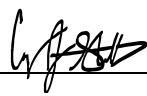
By: _____

Name: Robert K. Nelson

Title: Mayor

Date: _____

FREESE AND NICHOLS, INC.

By:  _____

Name: Cory J. Stull

Title: Principal and Vice President

Date: 6/22/2026



EXECUTIVE SUMMARY BUSINESS OF THE CITY COUNCIL CITY OF BAY CITY, TEXAS

Meeting Date:	7/28/2026	Date Submitted:	7/24/26
Prepared By:		Presented By <i>(if different)</i>	Scotty Jones
Department:	Municipal Court	Type of Agenda Item:	Regular

ITEM TITLE: Appoint Associate Judge

AGENDA LANGUAGE:

Consider, and/or approve the appointment of Associate Municipal Court Judge Jeanna Thompson.

EXECUTIVE SUMMARY/BACKGROUND

Charter Section 8.03 Judges of the Municipal Court

The Presiding Judge and Associate Judges of the Court shall be appointed by the City Manager upon confirmation by four affirmative votes of Councilmembers.

After interviewing prospective applicants to replace the vacated position of Associate Judge, Ms. Thompson was selected as a qualified candidate.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

- n/a

RECOMMENDATION: Approve the appointment



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

Meeting Date:	7/7/2026	Date Submitted:	6/23/2026
Prepared By:	James Mason	Presented By <i>(if different)</i>	
Department:	Airport	Type of Agenda Item:	Regular

ITEM TITLE: Resolution Authorizing Design and Construction for the Jet-A Fuel Farm Expansion, City acting as Agent

AGENDA LANGUAGE:

Discuss, consider, and/or approve a resolution authorizing the Bay City Regional Airport to request financial assistance from TxDOT Aviation and to act as agent for the design and construction of the Jet-A Fuel Farm expansion project.

EXECUTIVE SUMMARY/BACKGROUND

The Jet-A fuel farm was installed in 2006. The Jet-A fuel tank has reached its useful life; the fuel farm covering is rusted and needs replaced. With the addition of new tenants and of future tenants, the fuel farm needs to increase the size of the Jet-A tank and expand the fuel farm covering. This project is funded through IIJA and is a reimbursable grant.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

This is a 95/5 FAA IIJA grant with the city acting as agent.
Airport Engineer has estimated total cost at \$303,000.

- 5% match on total grant - \$15,150
- CE-Infrastructure / 64-640-4620

RECOMMENDATION: To approve the resolution.

ATTACHMENTS: Resolution.

RESOLUTION NO. _____

WHEREAS, the CITY OF BAY CITY intends to make certain improvements to the Bay City Regional Airport; and

WHEREAS, the general description of the project is described as: Jet-A Fuel Farm Expansion (Design & Construction); and

WHEREAS, the CITY OF BAY CITY intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, the total design and construction project costs available is \$303,000: and the CITY OF BAY CITY will be responsible for the total project cost and will seek 95% reimbursement from TxDOT.

NOW, THEREFORE, BE IT RESOLVED, that the CITY OF BAY CITY hereby directs the MAYOR to execute on behalf of the CITY OF BAY CITY, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the BAY CITY REGIONAL AIRPORT.

PASSED AND APPROVED this _____ day of _____ 2026.

Robert K. Nelson, Mayor

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney



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

Meeting Date:	7/28/2026	Date Submitted:	7/7/2026
Prepared By:	James Mason	Presented By <i>(if different)</i>	
Department:	Airport	Type of Agenda Item:	Regular

ITEM TITLE: Resolution Award of Engineering / Architectural / Surveying Services for the Jet-A Fuel Farm Expansion Project

AGENDA LANGUAGE:

Discuss, consider, and/or approve a resolution awarding of engineering/architectural/surveying services to complete the Jet-A Fuel Farm Expansion Project.

EXECUTIVE SUMMARY/BACKGROUND

Statements of Qualifications were received by the submission deadline and evaluated in accordance with the criteria outlined in the Request for Qualifications. The SOQs were reviewed and ranked based on experience, past work performance, and capacity to perform. Engineering services include assistance with project development during the application phase and preparation of construction plans, specifications, bidding assistance, and construction phase services if funding is awarded.

The project focuses on improving the size of jet fuel available for tenants as well as insures jet fuel is available during a emergency event.

This project is funded through IIJA and is a reimbursable grant.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

This is a 95/5 FAA IIJA grant with the city acting as agent.
Airport Engineer has estimated total cost at \$303,000.

- 5% match on total grant - \$15,150
- CE-Infrastructure / 64-640-4620

RECOMMENDATION: To approve the resolution.

ATTACHMENTS: Resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE
AWARD OF PROFESSIONAL SERVICE PROVIDER(S) CONTRACTS FOR THE JET-
A FUEL FARM EXPANSION PROJECT.**

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) requires implementation by professional experienced in federally-funded and aviation projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualification (RFQ) process for engineering/architectural/surveying services and has been completed in accordance with Federal and State requirements;

WHEREAS, the statement of qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for professional services;

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

that Civil PE's _____ be awarded a contract to provide IIJA application and project-related professional engineering / architectural / surveying services for the Jet-A Fuel Farm Expansion Project, and hereby directs the MAYOR to execute on behalf of the CITY OF BAY CITY, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with parties as shall be necessary and appropriate for the implementation of the improvements to the BAY CITY REGIONAL AIRPORT.

PASSED AND APPROVED this _____ day of _____ 2026.

Robert K. Nelson, Mayor

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney



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

Meeting Date:	7/28/2026	Date Submitted:	7/18/2026
Prepared By:	Gabriel Lopez	Presented By <i>(if different)</i>	
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: TWDB Water Supply and Infrastructure Grant Application Authorization

AGENDA LANGUAGE:

Discuss, consider, and/or adopt a resolution authorizing the submission of an application to the Texas Water Development Board for Water Supply and Infrastructure Grant funding in an amount not to exceed \$21,000,000 for eligible water distribution system improvements; designating the City's authorized representative; approving signatory authority and delegation; and authorizing the execution of related application documents.

EXECUTIVE SUMMARY/BACKGROUND

The Texas Water Development Board is accepting applications for the one-time Water Supply and Infrastructure Grant program, which provides 100 percent grant funding for eligible water supply and infrastructure projects. For water systems serving a population between 10,001 and 150,000, the program establishes a statewide funding target of \$142 million and allows a maximum request of \$21 million per project.

The City is preparing an application to the Texas Water Development Board for Water Supply and Infrastructure Grant funding for eligible water distribution system improvements. The Moore Addition water improvements are currently the most developed candidate component and are being reviewed for inclusion based on program eligibility and project readiness.

The City is also evaluating whether additional priority waterline improvements should be included in the application. The final project scope and funding request will be established based on project eligibility, readiness, available cost estimates, and the engineer's opinion of probable construction cost before submission and will not exceed \$21 million.

Council action is required to authorize submission of the application and approve the officials authorized to execute the required TWDB documents.

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

FINANCIAL NOTES
The WSIG program provides 100 percent grant funding, and no local match is required. The funding target established for systems serving between 10,001 and 150,000 is \$142 million statewide, with a maximum request of \$21 million per project. The City's final request will be based on the eligible project scope and the engineer's opinion of probable construction cost and will not exceed \$21 million.

RECOMMENDATION: City staff recommends adoption of the resolution authorizing submission of the City's WSIG application in an amount not to exceed \$21 million, designating the City's authorized representative, and approving the associated signatory authority and delegation.

ATTACHMENTS:

- TWDB-0201A Resolution
- TWDB-0201D Signatory Authority and Delegation
- TWDB-0201B Certificate of Secretary

RESOLUTION R-2026-____
APPLICATION FILING AND AUTHORIZED REPRESENTATIVE RESOLUTION

A RESOLUTION OF THE CITY OF BAY CITY REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the Texas Water Development Board administers the Water Supply and Infrastructure Grant Program to provide financial assistance for eligible water supply and infrastructure projects; and

WHEREAS, the City of Bay City intends to seek grant funding for eligible improvements to the City's water distribution system, with the final project scope and funding request to be established before submission based on program eligibility, project readiness, engineering review, and cost estimates; and

WHEREAS, the City Council finds that pursuing this funding is in the public interest and supports the reliability and long-term serviceability of the City's water distribution system; and

WHEREAS, the Texas Water Development Board requires the City Council to authorize the filing of the application, designate an authorized representative, and approve the delegation of signatory authority for documents associated with the proposed project;

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

Section 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$21,000,000 to provide for the costs of WATER DISTRIBUTION SYSTEM IMPROVEMENTS.

Section 2: That City Manager is hereby designated as the authorized representative of the City of Bay City for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

Section 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Bay City before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: **U.S. Capital Advisors LLC**

Engineer: **CivilCorp, LLC**

Bond Counsel: **Bracewell LLP**

PASSED AND APPROVED on the 28th day of July 2026.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

**Water Supply & Infrastructure Grant
SIGNATORY AUTHORITY DELEGATION**

This form must be submitted to TWDB attached to the official action taken by the governing body of the Applicant when requesting TWDB Water Supply and Infrastructure Grant funds.

The following positions have been delegated the authority by the governing body of

City of Bay City, Texas

to approve, sign, execute, or certify the following documents through the life of the

Bay City Water Distribution System Improvements project

Document Type	Responsible Position(s) (Titles Only-not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document
Paying Agent Agreement	Mayor
Escrow Agreement	Mayor
Funding Release Requests	Mayor or City Manager
Engineering Contract(s)	Mayor
Other Professional Services Contracts	Mayor
Project Budget Changes	Mayor
Construction Contract(s)	Mayor
Construction Contracts Change Orders	Mayor
Environmental Affidavit (TWDB-0802)	Mayor
Monthly US Iron & Steel Certifications (TWDB-1105-A)	Public Works Director
Final US Iron & Steel Certifications (TWDB-1105-B)	Public Works Director
Final Construction Work Acceptance	Mayor

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name and title): Robert K. Nelson, Mayor

Signature _____ Date: 7/28/2026



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

Meeting Date:	7/28/2026	Date Submitted:	5/29/2026
Prepared By:	Krystal Mason	Presented By <i>(if different)</i>	Krystal Mason
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: GFL Rate Increase

AGENDA LANGUAGE:

Report – Receive a report from GFL Environmental on the sanitation operations in the City of Bay City and discuss, consider, and/or approve the GFL Environmental CPI rate increase request pursuant to the Solid Waste Contract with GFL Environmental.

EXECUTIVE SUMMARY/BACKGROUND

Section 3.21 of the contract for residential and commercial solid waste collection services between GFL Environmental and the City of Bay City permits annual base rate adjustments for Contract Year 4 and subsequent years pricing for single family residential services as well as all other services provided under the contract. GFL is requesting a CPI increase of 3.81%. If approved, it would take effect on October 1, 2026.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

This section should include information such as:

- Expenditure Required: Budgeted increase of \$111,000.00 for FY2027
- Amount Budgeted: 3,033,000 FY 2027
- Fund / Account: 11-175-4428

RECOMMENDATION: Staff recommends the approval of GFL’s requested CPI rate increase.



May 15, 2026

City of Bay City, Texas
c/o Mayor. Nelson
1901 5th Street
Bay City, Texas 77414

**RE: Contract for Residential and Commercial Solid Waste Collection Services –
Notification of Rate Adjustment Effective October 1, 2026**

Dear Mayor Nelson,

GFL Environmental is writing to respectfully provide notice of a standard rate adjustment, effective October 1, 2026, in accordance with Section 3.21 of our Contract for Residential and Commercial Solid Waste Collection Services.

As stipulated by our agreement, annual Base Rate Adjustments reflect changes in the Consumer Price Index (CPI) for All Urban Consumers, and the adjustment shall not exceed 5%. The calculated CPI shift is **3.81%**.

This adjustment will result in the following rate updates:

- The new rate for Single-Family Residential Services will be **\$21.32** for Contract Year 4.
- All other service categories will receive the standard **3.81%** CPI-based increase.

All supporting CPI documentation and a detailed breakdown of the adjusted rates have been provided for the City's review. Our team is scheduled to attend the **June City Council meeting** and is prepared to discuss these details further and address any questions.

GFL Environmental remains committed to maintaining a strong professional partnership with the City of Bay City. We will continue to prioritize the delivery of reliable, high-quality solid waste services that meet the essential needs of your community. We appreciate the City's attention to this notification.

Sincerely,

David Selesky
Government Contracts Manager
GFL Environmental
346-366-2503
dselesky@gflenv.com



Comparative Statement – Index

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0,CUUS0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048
2026	325.252	326.785	330.213	333.020			

Comparative Statement - Fees

Contract Year 3	
Current Rates - until Sept 30, 2026	
Single Family Residential Rates	
Solid Waste Collection 2X/Week	
96 Gallon Cart	\$20.54
Extra Cart	\$7.70

Contract Year 4	
New Rates - Beginning Sept 30, 2026	
Single Family Residential Rates	
Solid Waste Collection 2X/Week	
96 Gallon Cart	\$21.32
Extra Cart	\$7.99



Comparative Statement - Fees continued

Current Rates - Oct. 1, 2025 -Sept. 30, 2026							
Commercial and Multi - Family Residential Collection Rates							
Container Size	Number of Collections per Week						Extra Pickup
	1	2	3	4	5	6	
96 gallon Cart	N/A	\$46.53	N/A	N/A	N/A	N/A	N/A
2 cy	\$62.80	\$126.65	\$188.57	\$248.58	\$306.72	\$369.50	\$52.87
3 cy	\$88.52	\$177.13	\$262.90	\$345.75	\$425.79	\$513.07	\$79.30
4 cy	\$109.48	\$218.08	\$322.87	\$423.85	\$521.03	\$630.51	\$105.74
6 cy	\$151.40	\$299.99	\$442.90	\$580.07	\$711.50	\$859.98	\$132.17
8 cy	\$183.76	\$362.59	\$542.65	\$698.14	\$854.36	\$995.39	\$158.61
Lock (rate per month)	15.86	N/A	N/A	N/A	N/A	N/A	N/A

New Rates - Oct. 1, 2026 -Sept. 30, 2027							
Commercial and Multi - Family Residential Collection Rates							
Container Size	Number of Collections per Week						Extra Pickup
	1	2	3	4	5	6	
96 gallon Cart	N/A	\$48.30	N/A	N/A	N/A	N/A	N/A
2 cy	\$65.19	\$131.48	\$195.75	\$258.05	\$318.41	\$383.58	\$54.88
3 cy	\$91.89	\$183.88	\$272.92	\$358.92	\$442.01	\$532.62	\$82.32
4 cy	\$113.65	\$226.39	\$335.17	\$440.00	\$540.88	\$654.53	\$109.77
6 cy	\$157.17	\$311.42	\$459.77	\$602.17	\$738.61	\$892.75	\$137.21
8 cy	\$190.76	\$376.40	\$563.32	\$724.74	\$886.91	\$1,033.31	\$164.65
Lock (rate per month)	\$16.46	N/A	N/A	N/A	N/A	N/A	N/A

3.81% CPI

Current Rates - Oct. 1, 2025 -Sept. 30, 2026				
Roll - Off and Compactor Services for Solid Waste Collection Rates				
Type and Size	Daily Rent	Initial Delivery Fee	Collection Fee (Per Haul)	Disposal Fee (Per Ton)
20 cy	\$4.22	\$158.61	\$449.38	\$42.57
30 cy	\$4.22	\$158.61	\$449.38	\$42.57
40 cy	\$4.22	\$158.61	\$449.38	\$42.57
20 cy Compactor	*	*	\$475.82	\$42.57
30 cy Compactor	*	*	\$475.82	\$42.57
40 cy Compactor	*	*	\$475.82	\$42.57

* Compactor Rent, Delivery, and Installation to be negotiated directly with the customer based upon base and optional equipment required to meet customer needs.

New Rates - Oct. 1, 2025 -Sept. 30, 2026				
Roll - Off and Compactor Services for Solid Waste Collection Rates				
Type and Size	Daily Rent	Initial Delivery Fee	Collection Fee (Per Haul)	Disposal Fee (Per Ton)
20 cy	\$4.38	\$164.65	\$466.50	\$44.19
30 cy	\$4.38	\$164.65	\$466.50	\$44.19
40 cy	\$4.38	\$164.65	\$466.50	\$44.19
20 cy Compactor	*	*	\$493.95	\$44.19
30 cy Compactor	*	*	\$493.95	\$44.19
40 cy Compactor	*	*	\$493.95	\$44.19

* Compactor Rent, Delivery, and Installation to be negotiated directly with the customer based upon base and optional equipment required to meet customer needs.



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

Meeting Date:	7/28/2026	Date Submitted:	7/20/2026
Prepared By:	Krystal Mason	Presented By <i>(if different)</i>	Krystal Mason
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: Food Truck Ordinance

AGENDA LANGUAGE:

Discuss, consider and/or approve an ordinance of the City of Bay City amending Chapter 26, Article II (“Mobile Food Courts and Mobile Food Establishments”) of the Code of Ordinances, to make necessary deletions, revisions, and additions to comply with House Bill 2844 (89th Texas Legislature); providing for a cumulative & conflicts clause; providing a severability clause; providing a savings clause; and providing an effective date.

EXECUTIVE SUMMARY/BACKGROUND

House Bill 2844, enacted by the 89th Texas Legislature, amended state law governing the regulation of mobile food vendors and limits the authority of municipalities to require local licenses or permits for vendors who hold a valid license issued by the Texas Department of State Health Services (DSHS). To ensure compliance with the new statutory requirements, the proposed ordinance revises Chapter 26 of the City of Bay City Code of Ordinances by removing provisions that conflict with state law and establishing a no-fee City registration process for administrative and emergency contact purposes. The ordinance also updates definitions, clarifies operational, location, fire safety, and inspection requirements that remain within the City's regulatory authority, and establishes standards for mobile food courts. These amendments are intended to align the City's regulations with House Bill 2844 while preserving the City's ability to protect public health, safety, and welfare through reasonable local regulations.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

This section should include information such as:

- *Expenditure Required: None*
- *Amount Budgeted: N/A*
- *Fund / Account: N/A*
- *Other financial Notes*

RECOMMENDATION: Staff recommends approval of the proposed ordinance amendments to bring the City's mobile food vendor regulations into compliance with House Bill 2844 (89th Texas Legislature) while maintaining reasonable local regulations to protect the public health, safety, and welfare.

ATTACHMENTS: Item Request, Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING THE CITY CODE OF ORDINANCES CHAPTER 26 "BUSINESSES", SECTION II "LICENSING", DIVISION 2 "MOBILE FOOD COURTS AND MOBILE FOOD ESTABLISHMENTS"; PROVIDING FOR A CUMULATIVE & CONFLICTS CLAUSE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS House Bill 2844, enacted by the 89th Texas Legislature, amended state law governing the regulation of mobile food vendors and limits the authority of municipalities to require local licenses or permits for vendors who hold a valid license issued by the Texas Department of State Health Services (DSHS);

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

Section 1. The City of Bay City's Municipal Code of Ordinances, Division 2 "Mobile Food Courts and Mobile Food Establishments" of Chapter 26 (entitled "Businesses"), Section II "Licensing", is hereby amended in its entirety.

Section 2. *Cumulative and Conflicts.* This Ordinance shall be cumulative of all provisions of ordinances of the City of Bay City, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section 3. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bay City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. *Effective Date.* This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on this 28th day of July, 2026.

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

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Robert K. Nelson, Mayor	_____	_____	_____
Blayne Finlay Mayor Pro Tem	_____	_____	_____
Cory McCray	_____	_____	_____
Jim Folse	_____	_____	_____
Brad Westmoreland	_____	_____	_____
Susan Reardon	_____	_____	_____

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

ATTEST:

APPROVED AS TO FORM:

 Jeanna Thompson, City Secretary

 Anne Marie Odefey, City Attorney

EXHIBIT "A"

DIVISION 2. MOBILE FOOD COURTS ~~AND MOBILE FOOD~~ ~~ESTABLISHMENTS~~ VENDORS

Sec. 26-31. Definitions.

In this division:

Administrator means the city employee designated by the ~~mayer~~ City Manager to administer these regulations.

Central preparation facility means an approved and permitted facility or space where food is prepared, stored, and packaged.

Department means the Texas Department of State Health Services

Drinking Water Hose means a hose specifically manufactured and intended for conveying potable water for human consumption that is constructed of food-grade materials, is lead-free, and is certified or labeled as safe for potable water use in accordance with applicable NSF/ANSI standards or other nationally recognized standards. A drinking water hose shall not impart taste, odor, color, or contaminants to the water conveyed and shall not be used for any purpose that could contaminate the potable water supply.

Food handling administrator means the employee or agency designated by city council to administer the inspection and licensing of the handling of food by mobile food establishment owners, operators or their employees.

Food Vending Vehicle means a self-enclosed food service establishment (including catering truck, trailers, and roadside vendors) or pushcart that operates to store, prepare, display, service or sell food as a food service establishment, and is designed to be readily moveable. An FVV may be self- or otherwise-propelled, or vehicle-mounted.

Full-service restaurant means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.

Ice cream ~~truck~~-vendor means a motor vehicle in which ice cream, popsicles, ice sherbets or other frozen desserts of any kind are carried for the purpose of retail sale on the streets of the city.

Mobile food court is any parcel or lot of land where two or more mobile food establishments congregate to offer food or beverages for sale to the public.

Mobile food ~~establishment~~-vendor means ~~a vehicle mounted food establishment that is readily moveable~~ anyone who dispenses food or beverage from a Food Vending Vehicle (FVV) for immediate service or consumption.

Prepackaged food means any commercially labeled and processed food that is prepackaged to prevent direct human contact with the food product on distribution from the manufacturer, food facility, or other approved source.

Primarily Residential Area means an area in which more than fifty (50) percent of the properties located within three hundred (300) feet of the proposed mobile food unit location are occupied by residential dwelling units or are used primarily for residential purposes. For purposes of this definition, residential uses include single-family, duplex, townhouse, manufactured home, and multifamily dwellings.

(Ord. No. 1461, § 1, 6-13-2013)

Sec. 26-32. Scope.

This division shall regulate all mobile food ~~establishments~~vendors operating within the city's corporate limits.

(Ord. No. 1461, § 1, 6-13-2013)

Sec. 26-33. ~~Permit~~License and registration requirements.

- (a) No person shall operate a mobile food establishment who does not possess a valid, current ~~M~~mobile ~~F~~food ~~establishment permit~~Vendor's License issued by the Texas Department of State Health Services, hereinafter referred to as "the Department.".
- (b) ~~A person seeking a mobile food establishment permit shall make application on a form provided by the administrator, and shall provide all of the information listed in subsections (b)(1)–(7) as part of the application.~~Prior to operating within the City, a mobile food vendor shall register with the City on a form prescribed by the City. No fee will be charged for the registration. The registration shall not constitute a permit, license or approval to operate and shall be used solely for administrative and emergency contact purposes. The registration shall remain with the mobile food vending vehicle at all times. The registration shall include the following information:
 - (1) The name, ~~and~~ and address, and phone number of the owner and/or operator;
 - (2) ~~If the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners.~~The business name;
 - (3) ~~The name under which the food vending operation will be operated.~~The Mobile Food Vendor License number issued by the Department;
 - (4) Mobile food vendor classification and a description of the type of food or the specific foods to be vended;
 - (5) A description of the vehicle to be used in the mobile food vending operation along with the license or registration and vehicle identification number of the vehicle;
 - (6) ~~Except ice cream trucks, t~~The locations within the ~~C~~city where the mobile food ~~establishment~~vendor will operate; and
 - (7) An original notarized written instrument, executed by each real property owner, verifying that the mobile food vendor ~~establishment~~ is authorized to operate at such location or locations. A copy shall remain with the mobile food vending vehicle at all times.
 - (8) Sales tax number with a copy of the sales tax permit.
 - (9) The name, address and contact information of the servicing facility.
 - (10) Description of the potable water source.
 - (11) Description of the wastewater disposal location.
- (c) The registration is non-expiring, but must be updated under the following circumstances:
 - (1) Change in contact information for the owner and/or operator,
 - (2) Change in business name of the mobile food establishment,
 - (3) Change in the mobile food vendor classification,
 - (4) Change in the vehicle to be used in the mobile food establishment operation, or

(5) Change in location. The mobile food vendor will be required to provide an updated, original notarized written instrument, executed by each real property owner, verifying that the mobile food vendor is authorized to operate at the new location.~~c) — Upon receiving a completed application for a mobile food court permit or mobile food establishment permit, the administrator may make appropriate inspections of the location, food, equipment, vehicle and other reasonable inspections concerned and shall issue a permit only if:~~

- ~~(1) The application complies with subsection (b), and~~
- ~~(2) Any inspection reveals compliance with the applicable requirements of all federal and state statutes and regulations, and city ordinances governing the proposed mobile food establishment operation.~~
- ~~(d) Mobile food establishment fees shall be shall be \$100.00 per year. Additional fees may be required by the food handling administrator for a food handling license.~~
- ~~(e) All funds collected for permits under the provisions of this division shall be deposited in the general fund of the city.~~
- ~~(f) Mobile food establishment permits shall be valid for only one year from the date of issuance unless sooner suspended or revoked.~~
- ~~(g) No more than eight mobile food establishment permits will be issued for locations located adjacent to Texas 35 and Texas 60. Such permits shall be issued on the earliest date of submission of the completed application. When eight permits have been issued on either Texas 35 and Texas 60, no more permits shall be issued for locations on the respective highway.~~
- ~~(dh) Mobile food vendor establishment permits-registrations shall not be transferred or assigned and shall be considered revoked should the character of the food vending operation be changed from that specified in the permit Mobile Food Vendor license issued by the Department is suspended or revoked.~~
- ~~(i) Every mobile food establishment permit shall be renewed each year in like manner as the original permit application. Existing permit holders who renew their permit within 30 days prior to the expiration of the exiting permit, shall be allowed to maintain their location(s) on Texas 35 and Texas 60. However, if said permit holders renew their permit 30 days or less from the expiration of their permit, the permit application shall be treated as a new application and will be subject to the limitation on the number of permits issued on Texas 35 and Texas 60.~~
- ~~(ej) This division shall not apply to sales or exhibits at fairs, rodeos, conventions or events sponsored by one or more city civic organization, school, church or the chamber of commerce.~~

(Ord. No. 1461, § 1, 6-13-2013; Ord. No. 1650, § 1, 8-25-2020)

Sec. 26-35. Property Owner Responsibilities.

The property owner in control of any property upon which a mobile food vendor is located shall exercise reasonable diligence to verify that each mobile food unit possesses the licenses, permits, registrations, and approvals required by applicable federal, state, and local law before authorizing operation on the property. Prior to allowing a mobile food unit to operate on the property, the property owner shall verify that the mobile food vendor:

- (1) Holds a current and valid Mobile Food Vendor License issued by the Department;
- (2) Has obtained any registration or authorization required by the City;
- (3) Is operating in compliance with all applicable provisions of this Code.

Sec. 26-36. Utility Infrastructure Requirements.

(a) Electrical Pedestals. A property owner may elect to provide electrical service to designated mobile food vending vehicle spaces. Where provided, each designated mobile food vending vehicle space shall be served by an individual electrical pedestal. Electrical pedestals shall:

- (1) Be equipped with weather-resistant receptacles, overcurrent protection, disconnecting means, and ground-fault protection where required by the City's adopted Electrical Code;
- (2) Be installed in accordance with the City's adopted Electrical Code, and the requirements of the electric utility provider;
- (3) Be designed to permit direct connection by means of a listed and properly rated shore power cord; and
- (4) Be readily accessible for inspection, maintenance, and emergency disconnect.

(b) Prohibited power cords. Household extension cords, multi-plug adapters, power strips, or daisy-chained cords are prohibited as the primary means of supplying electrical power to a mobile food vending vehicle.

(c) Power cords shall not be routed across sidewalks, accessible routes, fire lanes, drive aisles, or other areas where they create a tripping hazard or interfere with pedestrian or vehicular traffic.

(d) Potable Water and Sanitary Sewer Connections. A property owner may elect to provide potable water service, sanitary sewer service, or both to designated mobile food vending vehicle spaces. Where potable water service or sanitary sewer service is provided, each designated mobile food vending vehicle space receiving such service shall be served by an individual utility pedestal. Each utility pedestal shall include, as applicable:

- (1) A potable water connection protected by an approved backflow prevention assembly in accordance with the City's Cross-Connection Control Program and adopted Plumbing Code;
- (2) A sanitary sewer connection or approved wastewater discharge connection designed for the lawful discharge of wastewater into the public sanitary sewer system;
- (3) Utility shutoff valves readily accessible for emergency use; and
- (4) Any additional utility components required by the City Engineer, Building Official, Fire Marshal, or Public Works Director to protect public health, safety, and the City's utility infrastructure.

(e) Design and Construction. All electrical pedestals and utility pedestals shall:

- (1) Be designed, constructed, installed, inspected, tested, operated, and maintained in accordance with the City's adopted building trade codes, engineering design standards, utility construction specifications, cross-connection control program, applicable provisions of this Code of Ordinances, and all applicable federal, state, and local laws, ordinances, rules, regulations, and adopted standards;
- (2) Be installed under all required City permits;
- (3) Be inspected and approved by the City prior to being placed into service;
- (4) Be maintained in good working order;
- (5) Be protected from vehicle damage by approved bollards or equivalent protective devices where required by the City;
- (6) Be located so as not to obstruct fire lanes, pedestrian walkways, accessible routes, required parking, or emergency access; and
- (7) Comply with all applicable federal, state, and local laws, ordinances, adopted construction codes, engineering standards, and utility specifications.

(f) Responsibility for Maintenance. The property owner shall be responsible for the installation, operation, maintenance, repair, and replacement of all electrical pedestals, utility pedestals, and associated utility infrastructure serving the property. Failure to maintain required utility infrastructure in a safe and operable condition shall constitute a violation of this chapter.

Sec. 26-~~34~~37. Operation requirements and restrictions for mobile food ~~establishments~~vendors.

Mobile food ~~establishments~~vendors shall comply with the following requirements:

-
- (a1) ~~Mobile food establishments shall comply with all sanitation and construction regulations as outlined in TAC § 229.169 of the state food establishment rules.~~ Inspections required. Upon receipt of a completed registration for a mobile food vendor, the Building Department designee will make appropriate inspections to ensure compliance with fire codes, location and site requirements as described herein.
- (b2) ~~The issuing, suspension and revocation of licenses for the handling of food by mobile food establishment owners, operators or their employees shall be regulated by the food handling administrator.~~ Location restrictions.
- Mobile food vendors shall not conduct business within a primarily residential area. A mobile food vendor lawfully operating in a primarily residential area on the effective date of this ordinance may continue to operate at that location as a legal nonconforming use. This nonconforming status shall terminate upon a change in ownership of the business, a change in operating location, a change in property ownership or authorization to operate on the property, discontinuance of operations for more than 180 consecutive days, or expiration, suspension, or revocation of the Mobile Food Vendor License issued by the Texas Department of State Health Services. A mobile food vendor claiming legal nonconforming status shall identify and document such status at the time of registration with the City. Failure to claim and document legal nonconforming status at the time of registration shall constitute a waiver of any claim to legal nonconforming status under this section.
- (1) ~~(3) — In order to ensure equal treatment of all mobile food establishment permit holders variances from this division will not be granted.~~ Mobile food vending vehicles shall be operated on a private commercial parcel or lot. The location must provide for adequate parking pursuant to City of Bay City Code of Ordinance. No more than one (1) mobile food vending vehicle shall occupy a private commercial parcel. Additional mobile food vendors may operate only where adequate parking, fire access, circulation, and life safety requirements can be maintained.
- (2) Property owners and tenants of property owners that operate an active, properly permitted business and own a mobile food vending vehicle may operate on the said property in accordance with this division. Operating such mobile food vending vehicle shall be deemed an extension of the business.
- (3) Except for ice cream trucks, mobile food vending vehicles shall not operate on any public street, sidewalk, other public rights-of-way, or City-owned parks unless approved in writing by the City of Bay City.
- (4) Mobile food vending vehicles shall not be allowed to operate on a driveway, fire lane, or in an area that obscures traffic visibility or where the operation impedes vehicular or pedestrian traffic.
- ~~(4) — Except for ice cream trucks mobile food establishments are prohibited from operating on public property or public rights-of-way.~~
- ~~(5) — Mobile food establishments, including ice cream trucks, may operate on private property provided:~~
- ~~a. — The mobile food establishment permit holder has filed with the city secretary written permission of the property owner for the operation of the mobile food establishment; and~~
- ~~b. — The property is designated on the mobile food permit as an approved location for operation.~~
- ~~(6) — Any properly permitted mobile food establishment may operate in a location in or immediately adjacent to city-sponsored civic events.~~
- (7) Ice cream ~~trucks~~ vendors may ~~stop on public streets or rights of way provided such stops only at locations where stopping and parking are otherwise permitted by law and where the stop does not create a hazard to vehicular or pedestrian traffic.~~ An ice cream vendor shall not stop:
- a. Within fifty (50) feet of an intersection, stop sign, traffic control signal, or railroad crossing;
- b. Within a marked crosswalk;
- c. Within a designated fire lane;
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- d. Within fifteen (15) feet of a fire hydrant;
 - e. In a manner that blocks a driveway, sidewalk, bicycle lane, ADA accessible route, or public street;
 - f. On any roadway where stopping is prohibited by traffic control devices or applicable law;
 - g. At any location where the vehicle would obstruct the visibility of motorists or pedestrians.

(8) While conducting sales, an Ice Cream Vendor shall:

- a. Be parked as close as practicable to the right-hand curb or edge of the roadway;
 - b. Activate its hazard warning lights while stopped;
 - c. Be position so that customers are served only from the curbside or the rear of the vehicle; and
 - d. Not permit sales from the side of the vehicle facing moving traffic.
- ~~a. Are not in or within 50 feet of an intersection; and~~
- ~~b. Not an area prohibited to the standing or parking of vehicles; and~~
- ~~c. All items are vended from the curbside of the vehicle or the rear of the vehicle; and~~
- ~~d. The ice cream truck is vending in a safe manner.~~

(c8) ~~Draft permit and application.~~ *Operation Requirements.*

- (1) Mobile food vendors shall comply with the rules promulgated by the Department.
- (2) Drive-through service of any kind is prohibited.
- (3) All mobile food vending vehicles shall be equipped with a self-closing lidded trash receptacle. It must be placed outside for use by the patrons of the mobile food establishment. A minimum of a thirty (30) foot area around the mobile food establishment shall be kept clean and free from litter, garbage, and debris. Disposal of solid waste shall be in accordance with the City of Bay City Code of Ordinances.
- (4) Additional water or wastewater holding tanks are prohibited on site.
- (5) A grease trap shall be required for all mobile food vending vehicles that prepare, serve, or handles food. Grease traps must be operated and maintained in accordance with manufacturer's recommendations and City of Bay City Municipal Code of Ordinances. Mobile food vending vehicles shall properly dispose of wastewater through an approved receiving facility (i.e. city authorized dump station). Disposal by means of a residential or commercial sewer line and/or cleanout is strictly prohibited.

(d) *Fire Safety requirements.*

- (1) A "No Smoking" sign must be posted in the vicinity of the order window.
- (2) A ten (10) foot clearance must be maintained between the mobile food vending vehicle and nearby structures.
- (3) At a Minimum, a class 2A10BC Fire Extinguisher is required on all mobile food establishments. In addition, units utilizing oil/grease fryers are required to have a minimum size Class K fire extinguisher on the unit. Extinguishers must be easily accessible at all times and inspected/tested annually. Documentation of annual inspections shall be maintained with the mobile food vending vehicle.
- (4) A Type I Hood and Extinguishing System must be installed above all commercial cooking appliances and domestic cooking appliances that produce smoke/grease-laden vapors. All hood systems shall require testing each 180 days and shall have available for viewing the inspection at all times.
- (5) Vent hoods must be free of excessive grease build up.

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- (6) Fuel gas installations (propane, etc.) shall be installed in accordance with the adopted Fire Code. The main shut off valves shall be accessible from the exterior of the mobile food vending vehicle and installed between 4 and 6 feet above the ground. Shut off valves shall be unobstructed and easily operated.
 - (7) Documentation shall be available identifying that propane appliances have been tested through an approved testing lab such as UL, CSA, CGA, AGA, and/or ETL.
 - (8) Documentation shall be available indicating that an annual pressure test has been conducted on the piping system. This test shall be completed under the supervision of a Certified Master Plumber with an endorsement from the Texas Railroad Commission.
 - (9) All electrical outlets, switches, and junction boxes must have cover plates.
 - (10) Any light fixtures within the mobile food vending vehicle must have their protective covers in place.
 - (11) Electricity shall be from a generator or an electrical outlet via a portable cord that is in compliance with the Electrical and Fire codes adopted by the City of Bay City.
 - (12) Propane tanks must be upright and secured properly with a chain or strap.
 - (13) Generators, if present, shall be stored in an approved location, secure from movement.
 - (14) Exit door hardware shall be operable by hand and shall not require the use of a key or special knowledge to operate from the inside.

MOBILE FOOD ESTABLISHMENT PERMIT APPLICATION

- ~~(1) Name, address and telephone number of the owner and/or operator.~~
- ~~(2) If the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners.~~
- ~~(3) The name under which the food vending operation will be operated.~~
- ~~(4) A description of the type of food or the specific foods to be vended.~~
- ~~(5) A description of the vehicle to be used in the mobile food vending operation along with the license or registration and vehicle identification number of the vehicle.~~
- ~~(6) The location(s) within the city where the applicant seeks approval to operate the mobile food establishment. Include an original written instrument, executed by each real property owner, verifying that the mobile food establishment is authorized to operate on the real property that the applicant has requested by designated on the permit.~~

~~NOTE: MOBILE FOOD ESTABLISHMENTS ARE PROHIBITED FROM OPERATING ON PUBLIC PROPERTY OR THE PUBLIC RIGHTS-OF-WAY.~~

~~Applicant affirms that the information provided herein is true and correct to the best of the applicant's knowledge. Applicant avers that should any of the provided information change applicant shall supplement this application no later than ten days after such change. A mobile food establishment may not operate within the corporate limits of Bay City without this permit prominently displayed.~~

~~NOTICE: This application constitutes a government record for purposes of Texas Penal Code Chapter 37.~~

~~Submitted this _____ day of _____, 201_, By:~~

~~Printed Name:~~

Title/Company:

OFFICIAL USE ONLY:

Fee amount paid:

Manner of payment: Check/Credit Card/Debit Card/Cash/Other

Additional payment information:

The mobile food establishment permit is APPROVED/DISAPPROVED.

The mobile food establishment approved by this permit is authorized to operate at the locations stated in item (6) above except the following:

Expiration Date:

Issued this _____ day of _____, 2013, by:

Printed Name:

Title:

(Ord. No. 1461, § 1, 6-13-2013)

Secs. 26-3~~5~~—26-43. Reserved.

Sec. 26-38. Mobile Food Courts

A mobile food court is permitted on a private commercial parcel or lot and shall not be located within a primarily residential area or adjacent to a parcel or lot designated as single family, townhome, two-family, multi-family or mobile/manufactured home. The mobile food court regulations and requirements do not apply to individual mobile food vendors. These regulations will only apply to developments where the primary use is a mobile food court and 80% of the site is reserved for mobile food vendors. Accessory uses are not permitted without the presence of mobile food vendors within the mobile food court. A mobile food court shall require a certificate of occupancy and be subject to the following requirements.

- (a) All food mobile food courts shall comply with all pertinent requirements of the city's Code of Ordinances, the requirements of mobile food vendors in this division, as well as all other applicable statutes, rules and regulations of the city and the state.
- (b) At no point shall a mobile food court remain open for 24-hours.
- (c) If a mobile food court is proposed on a site that requires a new utility connection or if a permanent structure is being constructed, the property shall be on a legally platted lot pursuant to Chapter 98 of the City's Code of Ordinances.
- (d) All mobile food vendors shall be removed from any mobile food court upon closing.
- (e) The property owner, or his/her designated manager of the mobile food court shall be responsible for the orderly organization of all mobile food vendors, the cleanliness of the court, and the court's compliance with all rules and regulations.

Secs. 26-39 Mobile Food Court Dimensional Standards.

- (a) The number of mobile food vendor spaces allowed shall be calculated at one (1) vendor space per 1,000 square feet of lot space. The minimum number of vendor spaces shall be two (2). The maximum number of vendor spaces allowed on any site shall be limited to ten (10), except that a request may be made to the city council to approve an alternative number of vendors spaces. Vendor spaces do not need to be occupied at all times, but they must be shown and designed during the site plan process.
- (b) Only one (1) mobile food vendor is permitted to occupy each vendor space.
- (c) No mobile food vendor, permanent structures, or seating areas shall be located within the required building setbacks, Sec. 98-101. There shall be a minimum of ten (10) feet of separation between each individual mobile food vendor, and a minimum of twenty (20) feet of separation between any mobile food vendor and a permanent on-site structure.
- (d) A mobile food vendor shall remain outside of a required fire lane, be located a minimum of fifteen (15) feet from any fire hydrant and shall not block access to a fire department connection (FDC).
- (e) No vehicle drive-through services shall be permitted within a mobile food court.
- (f) During hours of operation, each mobile food vendor shall be responsible for providing a trash receptacle for use by customers and shall ensure the area is kept clear of litter and debris at all times. A common dumpster may be provided within the mobile food court if the dumpster is screened in accordance with the screening requirements.
- (g) Any mobile food court may establish or utilize a permanent structure for indoor seating, entertainment venue, or similar purposes provided the structures comply with all applicable requirements, including but not limited to building and fire department requirements.

Secs. 26-40. Mobile Food Court Site Requirements.

- (a) A detailed site plan shall be required for the approval of any mobile food court. At a minimum, the site plan must show the location of, and detail, the following items:
 - (1) Each food truck and trailer vendor space with appropriate separation distances;
 - (2) Outdoor grills, fryers, and smoker pad sites;
 - (3) Utility connections, including electric, gas, water, and sewer;
 - (4) On-site lighting;
 - (5) Activity areas, including playground, movie screen, stage or similar areas;
 - (6) Restrooms and hand washing facilities;
 - (7) Designated customer seating areas;
 - (8) ADA access to parking, vendors, restrooms, activity areas, and seating areas;
 - (9) Proposed parking areas including on-site and off-site spaces;
 - (10) Fire lanes and fire truck routes;
 - (11) Dumpsters and service vehicle access for waste removal, moving vendor trailers, etc.
- (b) Access to a mobile food court shall be through a single, all weather surface driveway such as concrete or directly connected to a public street and in accordance with the city's design standards. Where on-site parking is proposed near a driveway, a minimum throat distance of 50 feet shall be provided.

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- (c) All mobile food vendors shall not be parked on unimproved surfaces. All surfaces must be ADA accessible.
 - (d) Any outdoor fryer, grill, and smoker that is proposed to be placed outside a mobile food vendor shall be placed on an approved all-weather material, such as concrete or asphalt, and identified on the site plan. All areas must be secured and not accessible to the public.
 - (e) Venues for live music, art performances, movies or similar activities shall be subject to the provisions provided herein, with the proposed location identified on the site plan.
 - (f) In order to improve safety, individual electrical generators shall be prohibited. All electrical services necessary to serve a mobile food vendor vehicle or mobile food court shall be provided through permanent on-site connections. Aerial electrical line extensions shall be prohibited.
 - (g) Individual electric service outlets with connection boxes shall be installed at each space through approved underground utility line extensions.
 - (h) Customer seating shall be provided at a minimum rate of four (4) seats per individual vendor, and may be grouped within the mobile food court. Seating areas may be located within a permanent building or under a shade structure, provided said building or structure meets all minimum building and fire code requirements. Where outdoor seating is proposed, the surface shall consist of turf grass, pavement, or other improved surface that is ADA accessible.
 - (i) All food truck parks shall be in compliance with all other provisions of this Code, International Building Code, or other requirements to protect health, safety and general welfare.
 - (j) On-site lighting shall be provided within a mobile food court and shall be in accordance with exterior lighting standards, with exception that string lights shall be permitted throughout a mobile food court when a colored or warm white light is utilized. String lights shall not be placed in a manner which would establish a safety issue and should hang at a minimum of 7 feet above the ground in circulation paths.
 - (k) The required number of off-street parking spaces shall be calculated at a rate of two (2) parking spaces per mobile food vendor, provided however that an alternate parking plan may be completed and approved.
 - (l) One (1) monument sign shall be permitted for the entrance to the mobile food court. The sign shall comply with all applicable sign requirements found in Chapter 22.
 - (m) Each mobile food vendor within a mobile food court may have signs mounted to their vehicle and/or trailer.
 - (n) Each mobile food vendor within a mobile food court may have one (1) "A-frame" sign, not to exceed three (3) feet in height, immediately adjacent to their vehicle for the purpose of displaying a menu or special advertisement.
 - (o) In the vicinity of every five (5) mobile food vendors within the mobile food court there shall be a minimum of one (1) restroom. The restroom can be portable; however, all portable restrooms must be removed within 48 hours after all operations.
 - (p) In the vicinity of every two (2) mobile food vendors within the mobile food court there shall be minimum of one (1) hand washing station, or hand sanitation station.

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- (q) Playgrounds, movie areas, stages for musical or art performances, or similar are encouraged within a mobile food court. Said areas shall be oriented away from neighboring uses to reduce noise and light, and potential nuisance.
 - (r) Mobile food courts adjacent to single-family or multi-family zoned property, shall provide an approved landscape buffer.
 - (s) Park owners are encouraged to provide for an aesthetically-pleasing environment within the park, which includes shade and seating elements in addition to pervious groundcover.

Secs. 26-41. Compliance.

- a) A person commits an offense if the person:
 - (1) Operates or allows operation of a mobile food vending vehicle or mobile food court within the city limits without first having obtained a mobile food vendor registration and/or certificate of occupancy for a mobile food court from the Building Department;
 - (2) Operates a mobile food vending vehicle within the city limits without displaying a current license issued by the Department in a conspicuous location within the mobile food establishment that is visible to the public;
 - (3) Operates a permitted mobile food vending vehicle or mobile food court within the city limits in any manner that violates the standards set forth in Division 2 of this Article; or
 - (4) Represents that the issuance by the City of a mobile food vendor registration or certificate of occupancy constitutes the City's endorsement or approval of any product for sale.
- (b) An offense under this section is a Class "C" misdemeanor, and upon conviction, shall be fined in accordance with Sec. 1-16.
- (c) Upon conviction, any person, firm, entity, or corporation violating any provision of this article and/or state law regulating mobile food vendors, shall be reported to the Department and may recommend that the Department suspend or revoke a mobile food vendor license.
- (d) Variances. In order to ensure equal treatment of all mobile food establishments and mobile food courts, variances from this division will not be granted.

Secs. 26-39 - 26-43. Reserved.



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

Meeting Date:	7/28/2026	Date Submitted:	7/20/2026
Prepared By:	Krystal Mason	Presented By <i>(if different)</i>	Krystal Mason
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: Drainage Easement

AGENDA LANGUAGE:

Discuss, consider and/or approve a drainage easement agreement between the City of Bay City and SOLAREIT2-A-LLC, for a 20-foot wide drainage easement out of that certain lot, piece or parcel of land located at Bay City Industrial Park – AB 9, Block 3, Lot 3-9 (New Survey), Acres 7.893.

EXECUTIVE SUMMARY/BACKGROUND

The proposed drainage easement agreement between the City of Bay City and SOLAREIT2-A-III, LLC grants the City a perpetual, non-exclusive 20-foot-wide drainage easement across a portion of Tract A, Block 3 of the Bay City Industrial Park to facilitate drainage improvements associated with the City Breeze Battery Energy Storage System (BESS) development. The easement provides the City with the authority to access, construct, operate, inspect, maintain, repair, and replace drainage infrastructure as necessary to ensure the continued performance of the public drainage system, including emergency access when required. Under the agreement, the developer is responsible for constructing the drainage facilities associated with the project at its expense, while the City retains the ability to maintain the public drainage infrastructure after acceptance. Approval of the agreement will secure the necessary property rights to support drainage infrastructure serving the development and help protect the City's long-term ability to operate and maintain the system.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

This section should include information such as:

- *Expenditure Required: None*
- *Amount Budgeted: N/A*
- *Fund / Account: N/A*
- *Other financial Notes*

RECOMMENDATION: Staff recommends approval of the proposed drainage easement agreement.

AFTER RECORDING RETURN TO:

City Breeze BESS LLC
c/o esVolta Development, LLC
Attn: General Counsel
100 Bayview Circle, Suite 340
Newport Beach, CA 92660

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT AGREEEMNT

Effective Date: _____, 2026

Grantor: SOLAREIT2-A-III LLC, a Delaware limited liability company

Grantor's Mailing Address: 8245 Boone Blvd., Suite 700,
Vienna, VA 22182

Grantee: City of Bay City, a Texas Municipal Corporation

Grantee's Mailing Address: 1901 Fifth St.,
Bay City, Texas 77414

Tenant: City Breeze BESS LLC, a Delaware limited liability company

Tenant's Mailing Address: 100 Bayview Circle, Suite 340,
Newport Beach, CA 92660

AGREEMENT

1. Easement Property. BEING A 20-FOOT-WIDE DRAINAGE EASEMENT OUT OF THAT CERTAIN LOT, PIECE OR PARCEL OF LAND (TRACT A, BLOCK 3, BAY CITY INDUSTRIAL PARK SUBDIVISION, PLAT FILE NUMBER 682B), WITH BUILDINGS AND IMPROVEMENTS THEREONERECTED, SITUATE, LYING AND BEING IN THE CITY OF BAY CITY, MATAGORDA COUNTY, STATE OF TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND SHOWN IN **EXHIBIT A**, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

2. Easement Purpose. For the laying, construction, installation, maintenance, repair,

relocation, replacement, removal, modification, and operation of drainage facilities and all related connections and appurtenances (collectively, "**Facilities**"), across, along, under, over, upon, and through the Easement Property and entrance upon the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements and to excavate and place or haul on or offsite dirt from within the Easement Property and the right to bring and operate any equipment on the Easement Property as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. The grantee shall have the right to immediately enter the Easement, with or without prior notice, whenever necessary to respond to flooding, imminent failure, public safety hazards, emergency maintenance or blocked drainage.

3. Consideration. Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

4. Grant of Easement. Grantor, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Warranty, and Terms and Conditions below, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns a non-exclusive easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances therein any way belonging (collectively, "**Easement**"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the tide to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement when the claim is by, through, or under Grantor, except as to the Reservations from Conveyance and Exceptions to Warranty.

5. Reservations from Conveyance. Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Grantee for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.

6. Exceptions to Warranty. This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Property and appearing of record in the Official Public Records of Matagorda County, Texas, to the extent the same are in effect and validly enforceable against the Easement Property ("**Permitted Encumbrances**"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of the rights in the Easement and use of the Easement Property for the purposes set forth herein. For the avoidance of doubt, the Easement is expressly subject to that certain Lease Agreement by and between SolarREIT2-A-III LLC, as landlord, and City Breeze BESS, LLC, as Tenant, as evidenced by that certain Memorandum of Lease Agreement recorded on July 31, 2025, as Document No. 2025-3905, Official Public Records of Matagorda County, Texas.

7. Terms and Conditions. The Following Terms and Conditions apply to the Easement granted by this agreement:

a. *Duration of Easement.* The duration of the Easement is perpetual unless and until it is deemed abandoned.

b. *Improvement and Maintenance of Easement Property.* Construction of the Facilities, if necessary, in conjunction with the City Breeze BESS development, will be at the sole expense of the Tenant. Tenant, at all times, shall keep the Easement free of vegetation and debris, refrain from obstructing drainage, and avoid altering drainage grades. Grantor, Tenant, and all successors and assigns, agree that no person shall, without the Grantee's prior written approval construct any building or structure, install foundations, construct retaining walls, , or store equipment, vehicles, containers, or materials within the Easement. The Grantee shall have the right, but not the obligation to perform routine maintenance, such as vegetation management, at any particular frequency within the Easement Property. Grantee shall, at its own cost and expense, clean up the debris caused by any municipal construction, repair or maintenance, and promptly repair all damage and deterioration caused by the Grantee's use thereof. Grantee, at all times after doing any work in connection with Easement, shall restore the surface of the Easement Property as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work. Grantee may remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Property in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at the Grantee's sole discretion, subject to performance of Grantee's obligation under this agreement.

c. *Equitable Right of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

d. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

e. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law-rules of any jurisdiction. Venue shall exclusively be in the county or counties in which the Easement Property is located.

f. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

g. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

h. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

i. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of

language.

j. *Notices.* Any notice required or permitted under this agreement must be in writing. Notice may be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means involving physical delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

k. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

l. *Assignment.* Grantee may assign this Agreement, with all of its rights, privileges and obligations hereunder, at any time and for any reason without the Grantor's consent.

[Execution Pages to Follow]

GRANTOR:

SOLAREIT2-A-III, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by
_____ acting in his/her capacity as _____ of SOLAREIT2-A-III,
LLC, a Delaware limited liability company on behalf of SOLAREIT2-A-III, LLC, a limited
liability company.

[SEAL]

Notary Public, State of _____

My commission expires: _____

GRANTEE:

CITY OF BAY CITY, a Texas Municipal Corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by
_____ acting in his/her capacity as _____ of the City of Bay City, a Texas
Municipal Corporation, on behalf of the City of Bay City.

[SEAL]

Notary Public, State of _____

My commission expires: _____

TENANT:

City Breeze BESS LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

State of _____ §

§

_____ County §

This instrument was acknowledged before me on _____, ____ 202 by
_____, in his/her capacity as the _____ of City Breeze
BESS LLC, a Delaware limited liability company.

Notary Public

Commission expires: _____

EXHIBIT A
EASEMENT PROPERTY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND (TRACT A, BLOCK 3, BAY CITY INDUSTRIAL PARK SUBDIVISION, PLAT FILE NUMBER 682B), WITH BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF BAY CITY, MATAGORDA COUNTY, STATE OF TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

Beginning at a point on the southerly margin of South Industrial Park Drive (75' Public Right-of-Way), said point being the common corner of the lands now or formerly of WRAF Enterprises LLC (DB 2022, Pg 3700, Matagorda County Records) and the subject property described herein;
Thence, along said right-of-way, N60° 20' 55" E for a distance of 908.98 feet to a point;
Thence, departing said right-of-way, S 29° 41' 37" E for a distance of 50.03 feet to a point;
Thence, S 60° 20' 55" W for a distance of 40.03 feet to a point;
Thence, N74° 39' 05" W for a distance of 42.43 feet to a point;
Thence, S 60° 20' 55" W for a distance of 838.87 feet to a point;
Thence, N 29° 59' 09" W for a distance of 20.03 feet to the point of beginning, containing 0.456 acres, more or less.



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

Meeting Date:	7/28/2026	Date Submitted:	7/15/2026
Prepared By:	Jennifer Davis	Presented By <i>(if different)</i>	
Department:	Finance	Type of Agenda Item:	Regular

ITEM TITLE: Quarterly Financial and Investment Report

AGENDA LANGUAGE:

Discuss, consider, and/or approve the City's Quarterly Financial and Investment Report for the Quarter Ending June 30, 2026.

EXECUTIVE SUMMARY/BACKGROUND

Quarterly financial reports provide the most accurate reflection of the quarter activity for each major fund. Reports are provided to City Council via email with a formal presentation at the next available Council meeting. In addition, the Finance Committee meets quarterly to review the Investment Report in detail. This time also serves as an opportunity to discuss the City's finances. In the event that financial decisions or budgetary amendments need attention prior to this date-the Finance Director shall request a Special Called Meeting. All reports are posted to the City's website along with other financial information.

STRATEGIC PLAN GOALS ADDRESSED:

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

FINANCIAL NOTES

Financial Implications: Timely financial data provides City Council time to make informed decisions to prevent any negative financial implications.

RECOMMENDATION: Staff recommends that the City Council approve the Quarterly Financial & Investment Report.

ATTACHMENTS: Quarterly Financial Report for Quarter Ending June 30, 2026.



CITY OF BAY CITY

FY 2026 3rd Quarter Financial Report

As of June 30, 2026

The City of Bay City Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance, and reporting. The Quarterly Report is used to provide our internal and external customers financial reporting with easy-to-read narratives regarding the City's financial position.

This report represents a general overview of financial operations through **June 2026**, the ninth month, and **75.00%** of FY 2026.

1. The **Financial Summaries** provide comparative data for revenues and expenditures by fund. Data shows current monthly and year-to-date information as it relates to budget. Beginning fund balances are estimates until the final audit is complete.
 - The **General Fund** is the general operating fund of the City. It is used to account for all financial resources except those accounted for in other specific funds. This fund includes all general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund. General operating expenditures, fixed charges and capital improvement costs not paid through other funds are paid from this fund.
 - The **Public Utility Fund** accounts for the operations costs to provide water and sewer services to the citizens of Bay City.
 - The **Airport Fund** is used to account for the operations of the Airport, and to account for the rent generated from its T-hangers and fuel sold.
 - The **Hotel/Motel Occupancy Tax Fund** was established to directly enhance and promote tourism and the convention and hotel industry, or other expenses as approved by State Law.
2. The **Investment Report** provides a description of investment activity during the quarter.

This report does not include all funds related to the City of Bay City's Operations—please refer to the City's Comprehensive Annual Financial Report & the City's Annual Budget available on the City's website (www.baycitytx.gov).

Go to the Finance Department's Web Page for all financial transparency information. This includes audits, budgets, quarterly reports, and check registers.

General Fund Overview

Revenue Highlights

Revenues total \$15,873,848 or 78.7% of the budget.

- Property Tax. The certified value totaled \$1.2 billion. Through June, the City received \$5,525,474 or (93%) of the 5.9-million-dollar property tax maintenance and operation budget. Most property taxes are received by January to avoid penalties.
- Sales tax. Third Quarter Sales Tax Allocation to the City is **up 5.02%** (\$93,016) as compared to the third quarter in prior year.
- Franchise fees are slightly under budget target due to timing of franchise tax payments.
- Licenses & Permit fees are under budget target due to timing of housing activity.
- Fines and penalties (Court Fines)- \$ 168,058 (87.1% of budget).
- Charges for services represent sanitation fees - \$2,786,140 (77.1% of budget).
- Miscellaneous Revenue represents interest income, grant payments, interlocal agreements (i.e. County), and various park rental income- \$738,242

General Fund Expenditure Highlights

Expenditures total \$13,948,684 or 67.3% of budget.

Most departments are under the 75% budget target. Budgets that are above the budget target are primarily due to timing of payments and will most likely require amendments.

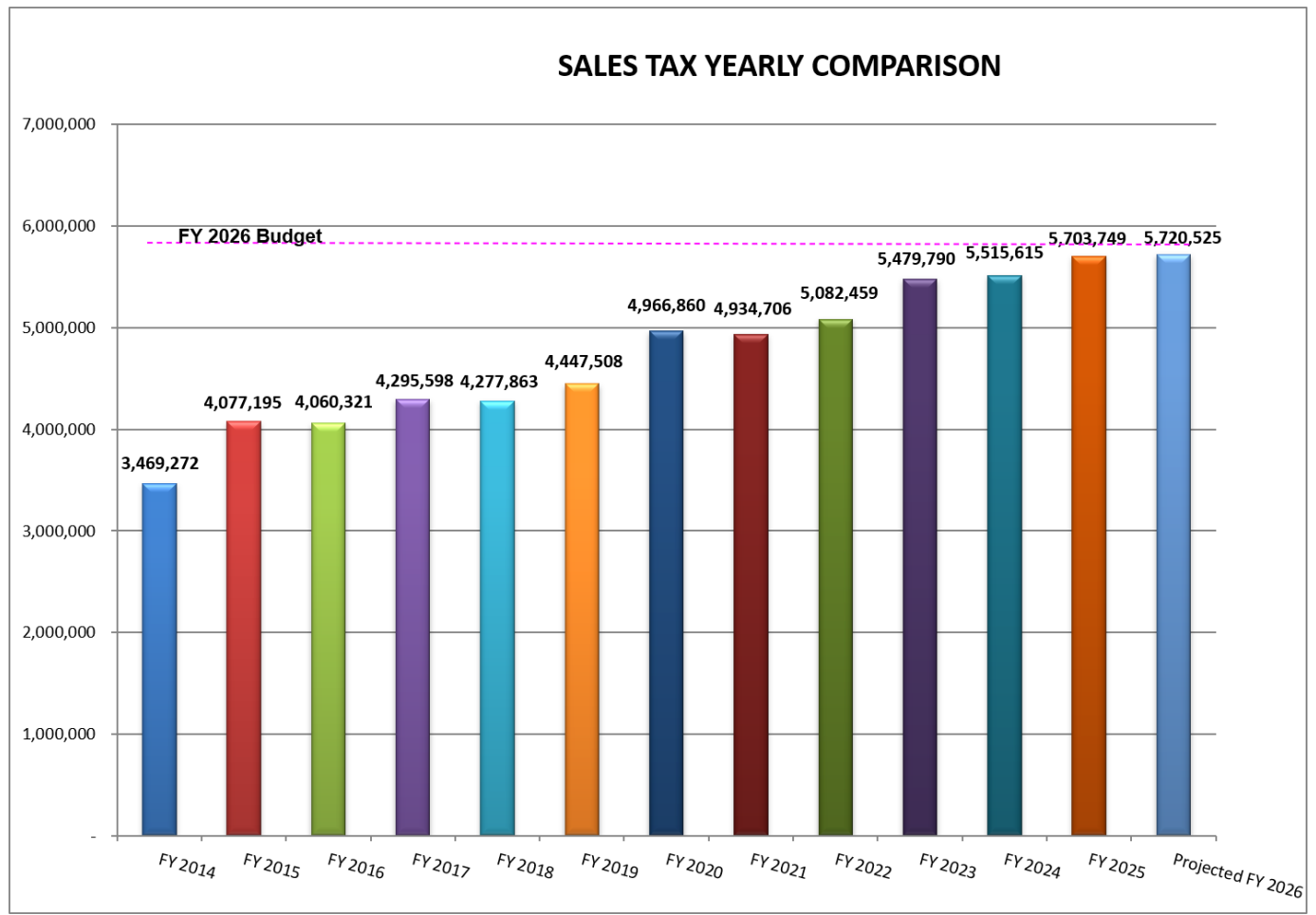
- Administration
- Municipal Court
- Finance
- Recreational Programs

Fund Balance

The General Fund's fund balance is budgeted to remain flat. **The City's reserve level currently is above the minimum policy of 25%.** See bottom of page 3 for more clarification. The audited beginning cash position (October 1, 2025) was 5.8 million which represents approximately 27% of operating expenditures including transfers. Transfers include funding for departments/funds such as Information Technology, Facilities/Equipment Maintenance, and the Bay City Regional Airport. The City plans to maintain reserves between 90 days (policy) and 120 days (goal) or 25% and 32% of operating expenditures. Reserves above 25% may be used to fund non-reoccurring expenditures (i.e. capital projects).

GENERAL FUND FINANCIAL SUMMARY

City of Bay City					
Financial Statement					
As of June 30, 2026					
General Fund (Fund 11)					
Percent of Fiscal Year Complete	75%				
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2026 Budget	
Beginning Fund Balance	\$ 5,864,849	\$ 5,864,849	Audited		
REVENUES					
Property Taxes	5,924,000	5,525,474	(398,526)		93.3%
Sales Tax	5,812,500	4,299,345	(1,513,156)		74.0%
Other Local Taxes (Franchise)	1,505,000	1,121,644	(383,356)		74.5%
Charges for Services (Sanitation)	3,613,000	2,786,140	(826,860)		77.1%
Fines & Penalties	193,000	168,058	(24,942)		87.1%
Licenses & Permits	399,500	208,291	(191,209)		52.1%
Miscellaneous	1,330,650	738,242	(592,408)		55.5%
Transfers (Hotel/Motel & Utility)	1,390,000	1,026,654	(363,346)		73.9%
Total Revenues	\$ 20,167,650	\$ 15,873,848	\$ (4,293,802)		78.7%
EXPENDITURES					
Administrative Council	367,503	299,484	68,019		81.5%
City General Services	3,110,348	2,039,520	1,070,828		65.6%
City Secretary	230,397	149,275	81,122		64.8%
Main Street	158,981	115,449	43,532		72.6%
Human Resources	268,376	191,763	76,613		71.5%
Municipal Court	544,596	413,794	130,802		76.0%
Finance	354,934	278,711	76,223		78.5%
Planning & Development	1,265,045	869,249	395,796		68.7%
Police	6,164,106	4,516,271	1,647,835		73.3%
Animal Impoundment	266,500	168,894	97,606		63.4%
Fire Department	548,808	255,012	293,796		46.5%
Recycling Center	280,428	198,849	81,579		70.9%
Street and Bridge	4,468,898	2,622,152	1,846,746		58.7%
Parks	1,273,777	836,401	437,376		65.7%
Riverside Park	277,731	176,978	100,753		63.7%
Recreational Programs	95,844	90,797	5,047		94.7%
Pool Operations	69,300	43,779	25,521		63.2%
Library	711,117	508,405	202,712		71.5%
Communications	260,961	173,901	87,060		66.6%
Total Expenditures	\$ 20,717,650	\$ 13,948,684	\$ 6,768,966		67.3%
*YTD does not includes encumbrances					
Net Revenue (Expenditures)	\$ (550,000)	\$ 1,925,164			
Ending Fund Balance	\$ 5,314,849	\$ 7,790,013			
% of Operating Reserves	27%	46%			
Fund Balance Target 90 days (25%)	\$ 4,137,409				
Over/(Under) min Policy Level (25%)	\$ 1,177,440				



	3rd Quarter		% Change from Prior Year	
	Fiscal Year 2025	Fiscal Year 2026		
April	527,149.09	530,534.99		3,385.90
May	720,343.37	730,446.46		10,103.09
June	604,564.09	684,091.41		79,527.32
Total	1,852,056.55	1,945,072.86	5.02%	93,016.31
				-
City General Fund (75%)	1,389,042.41	1,458,804.65		69,762.23
BCCDC (25%)	463,014.14	486,268.22		23,254.08
	1,852,056.55	1,945,072.86		93,016.31

Budget FY 2026	Projected Sales Tax	Variance
5,812,500	5,720,525	(91,975)

This considers future months are same as last year. (Conservative)

Public Utility Fund Overview

Revenue Highlights

- As a percentage of budget, total Water & Sewer Revenue is 74% slightly below budget expectations.
- Charges for Services (water & sewer taps) is 73% slightly below the budget mark.
- Miscellaneous Income is above the budget mark due to interest income.

Expenditure Highlights

Total expenditures for the Utility Fund are 62% of budget.

Budget target is 75%. Each departmental budget is within the budget parameters.

The Utility reserve is budgeted to be approximately 76% of operating expenditures by year-end due to various projects crossing fiscal years. Reserves may be used to take care of any emergency repairs and/or needed capital projects.

PUBLIC UTILITY FUND FINANCIAL SUMMARY

City of Bay City Financial Statement As of June 30, 2026				
Utility Fund (Fund 61)				
Percent of Fiscal Year Complete	75%			
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2026 Budget
Beginning Fund Balance	6,398,317	\$ 6,398,317	Audited	
REVENUES				
Charges for Services	14,645,000	10,763,403	(3,881,597)	73%
Fines & Penalties	170,000	132,789	(37,211)	78%
Miscellaneous	142,000	161,639	19,639	114%
Total Revenues	14,957,000	11,057,831	(3,899,169)	74%
EXPENDITURES				
Utility Billing	770,953	520,315	250,638	67%
Utility Maintenance	3,986,950	1,528,016	2,458,934	38%
Water & WWTP Division	2,637,304	1,787,723	849,581	68%
Utility Operations	9,211,793	6,435,221	2,776,572	70%
Total Expenditures	\$ 16,607,000	\$ 10,271,274	\$ 6,335,726	62%
*YTD does not include encumbrances				
Net Revenue (Expenditures)	\$ (1,650,000)	\$ 786,557		
Ending Fund Balance	\$ 4,748,317	\$ 7,184,874		
% of Operating Reserves	50%	76%		
Target 90 days (25%)	\$ 2,338,815			
Over/(Under) Target	\$ 2,409,502			
Designated for capital projects				
Some encumbered from Prior Year				

Airport Fund Overview

Revenue Highlights

- As a percentage of budget, overall Airport revenues is 81%, above budget target
- T-Hanger rentals over budget mark (100.68%).
- Other revenue is 65% slightly under budget mark primarily due to fuel sales.
- General Fund (Transfers In) subsidizes the Airport by \$225,000-\$250,000 each year.

Expenditure Highlights

- As a percentage of budget, total expenditures are 81%.

AIRPORT FUND FINANCIAL SUMMARY

City of Bay City					
Financial Statement					
As of June 30, 2026					
Municipal Airport Fund (Fund 64)					
Percent of Fiscal Year Complete	75%				
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2026 Budget	
Beginning Fund Balance	\$ 203,933	\$ 203,933	Audited		
REVENUES					
Charges for Services	1,000	4,040	3,040	404%	
Miscellaneous (Rentals, Grants)	257,700	267,664	9,964	104%	
Transfers (General Fund & BCCDC)	270,000	202,500	(67,500)	75%	
Other Revenue (Fuel Sales)	276,000	180,515	(95,485)	65%	
Total Revenues	\$ 804,700	\$ 654,719	\$ (149,981)	81%	
EXPENDITURES					
Personnel	307,375	214,156	93,219	70%	
Supplies & Materials	218,875	156,377	62,498	71%	
Other Charges & Services	113,900	87,638	26,262	77%	
Repairs & Maintenance	158,000	157,601	399	100%	
Capital Expenditures	189,550	179,634	9,916	95%	
Total Expenditures	\$ 987,700	\$ 795,405	\$ 192,295	81%	
*YTD does not include encumbrances					
Net Revenue (Expenditures)	\$ (183,000)	\$ (140,686)			
Ending Fund Balance	\$ 20,933	\$ 63,247			
No minimum Fund Balance Policy					
General Fund subsidizes approx.					
\$225,000-250,000 each year					
FY 26 GF- \$270,000					

Civic & Cultural Arts Fund (Hotel /Motel Fund) Overview

Revenue Highlights

- As a percentage of budget, total Hotel/Motel Fund is under budget target (62%).
- Hotel revenues are under the budget target by 23%. Most hotels remit tax on a monthly or quarterly basis. Third quarter (Apr-Jun.) receipts will not be remitted until July.
- Interest income is \$2,698 over budget expectations.
- Other Income- Special events relate to the Day of the Dead Festival and Camofest.
- Miscellaneous Income: Civic Center rentals are over the budget target and will continue to pick up during Spring and Summer.

Expenditure Highlights

- As a percentage of budget, total expenditures are at 73%.

HOTEL/MOTEL FUND FINANCIAL SUMMARY

City of Bay City				
Financial Statement				
As of June 30, 2026				
Civic & Cultural Arts Fund (Fund 25)				
Percent of Fiscal Year Complete	75%			
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2026 Budget
Beginning Fund Balance	\$ 1,388,640	\$ 1,388,640	Audited	
Revenues				
Hotel Occupancy Tax	785,000	407,851	\$ 377,149	52%
Interest Income	17,000	19,698	\$ (2,698)	116%
Rental Fees- Civic Center	90,000	69,925	\$ 20,075	78%
Other Income- Special Events	25,000	16,690	\$ 8,310	67%
Other Income- Camofest	50,000	83,087	\$ (33,087)	166%
Other Income	5,000	6,965	\$ (1,965)	139%
Total Revenues	\$ 972,000	604,216	\$ 367,784	62%
Expenditures				
Hotel General	151,500	117,750	33,750	78%
Tourism Department	368,800	278,198	90,602	75%
Civic Center	386,700	239,162	147,538	62%
Bay City Theatre	-	26,881	(26,881)	0%
Camofest	75,000	52,859	22,141	70%
Total Expenditures	\$ 982,000	\$ 714,849	\$ 267,151	73%
*YTD does not include encumbrances				
Net Revenue (Expenditures)	\$ (10,000)	\$ (110,633)		
Ending Fund Balance	\$ 1,378,640	\$ 1,278,007		
Proposed to maintain \$50,000				

OTHER FINANCIAL NOTES

Governmental Funds

[General Fund](#)

Reserve – maintaining minimum levels required by policy

CPI up 3.5% (June – Year % Change)

Municipal Cost Index (MCI)- up 4.86% (June– Year % Change)- This index was developed by American City & County and is designed to show the effects of inflation on the cost of providing municipal services.

Proprietary Funds

[Public Utility Fund](#)

Emergency water and sewer infrastructure repairs are ongoing.

[Airport](#)

Monitoring:

Sales Tax

Hotel Tax Revenue

Investment Report 3rd Quarter Fiscal Year 2026

The City has a weighted average portfolio of 72.96 days with an average book yield of 3.83%. The City is liquid with 89% of the portfolio in a 0-1-year maturity. Average interest rates have remained relatively flat since prior quarter except for fixed term investments. Investment earnings are \$309,154 for the quarter and down \$19,057 as compared to the same quarter last year. The investment strategy currently is to diversify & structure a somewhat laddered portfolio (Checking, Investment Pools, and Securities less than 5 years to maturity) to minimize interest rate risk in the future.

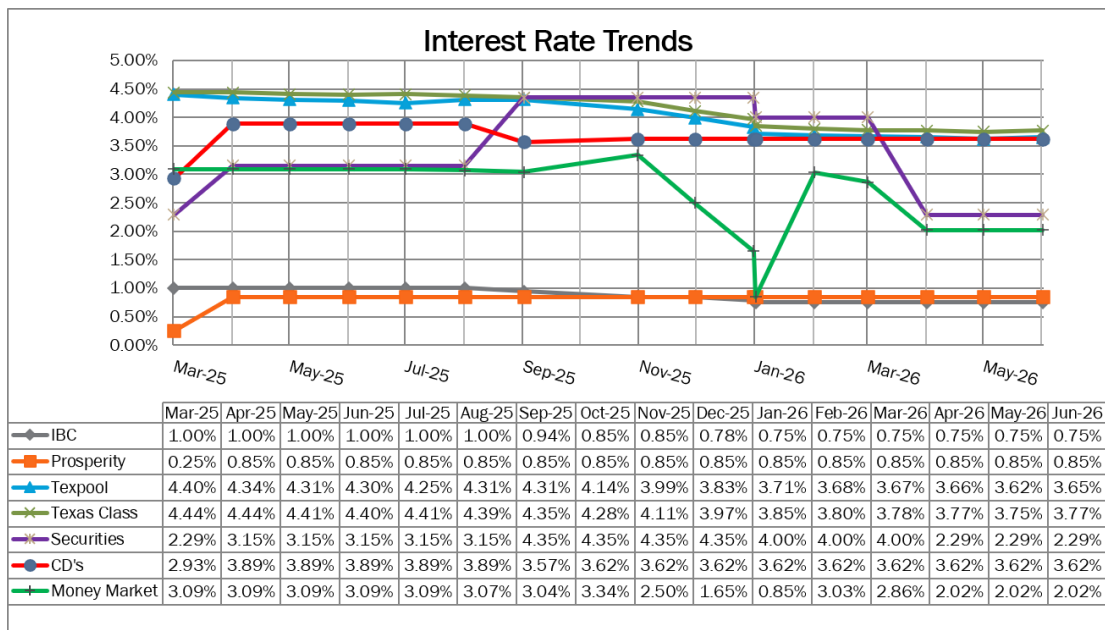
June 30, 2026 Balances

	Total Bal by Type	% of Portfolio
IBC	\$ 515,290.68	2%
Prosperity Bank	\$ 994,799.21	4%
Prosperity Bank- Money Market	\$ 114,421.08	0%
Petty Cash/Cash Drawers	\$ 4,151.50	0%
Texpool	\$ 4,257,027.83	16%
Texas Class	\$ 16,269,765.78	61%
CD's	\$ 4,192,507.81	15%
Securities	\$ 498,856.00	2%
	\$ 26,846,819.89	100 %

Interest Earnings

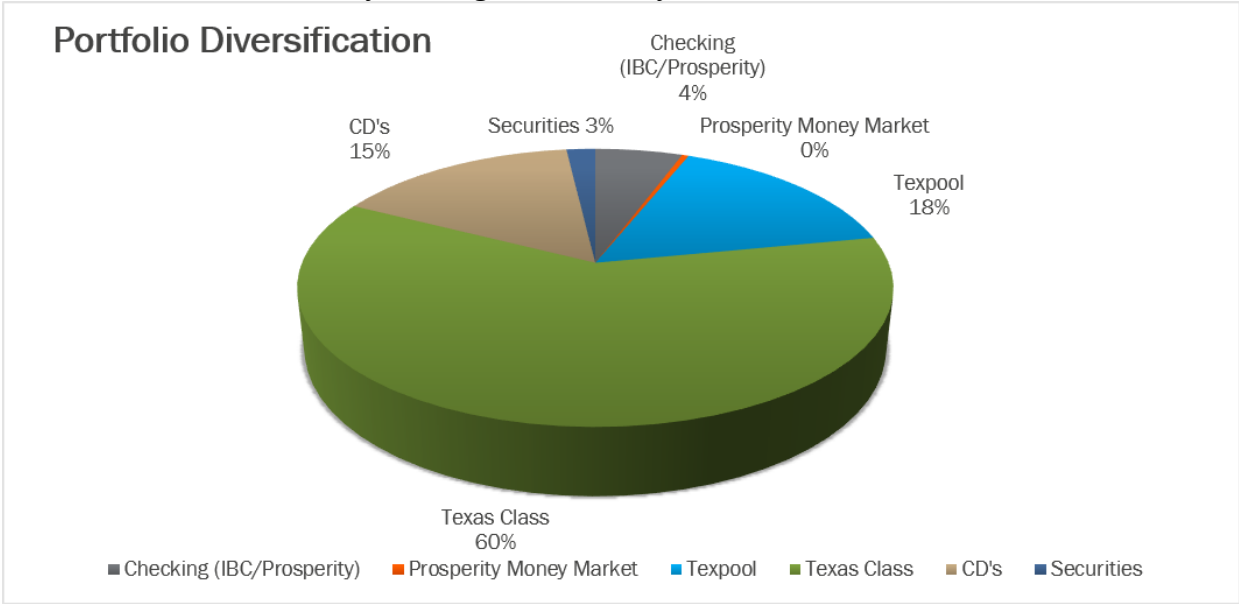
Interest received during the 3rd quarter totaled \$309,154 and represents interest paid on checking accounts and investments.

Portfolio	Qtr 6-30-25	Qtr 6-30-26	Under Prior Year
Interest Received	\$328,211.11	\$309,153.86	(\$19,057.25)



Portfolio Diversification

Portfolio Diversification is used to create a structure to reduce investment risks and a portfolio that will experience minimal volatility during economic cycles.



Portfolio Maturity Schedule

The goal is to ladder the City’s portfolio. Due to some economic uncertainty and low interest rates, staying short for investment purposes is the strategy for any investments.

Years to Maturity	Face Value	% Total
0-1	\$ 23,881,456	89%
1-2	\$ 0	0%
2-3	\$ 1,485,000	6%
3-4	\$ 1,480,364	5%
4-5	\$ 0	0%
Total	\$ 26,846,820	100%

	City of BAY CITY vs. Benchmarks					
	for Quarter Ending June 30, 2026					
	BOOK VALUE	MARKET VALUE	Unrealized Gain/<Loss>	Average Book Yield	Benchmark Pools	Benchmark 90 Day T-Bill
	\$ 26,847,964	\$ 26,846,820	(1,144.19)	3.83%	4.06%	3.72%
Weighted Average						
Maturity	72.96 Day(s)		3.83%	Yield		



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

Meeting Date:	7/28/2026	Date Submitted:	7/18/2026
Prepared By:	Gabriel Lopez	Presented By <i>(if different)</i>	Scotty Jones, City Manager
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: Public Safety Center- Guaranteed Maximum Price (GMP)

AGENDA LANGUAGE:

Discuss, consider, and/or approve AIA Document A133–2019 Exhibit A, Guaranteed Maximum Price Amendment, with Weaver and Jacobs Constructors, Inc., establishing the Guaranteed Maximum Price for construction of the City of Bay City Public Safety Center, and authorize the Mayor to execute the amendment.

EXECUTIVE SUMMARY/BACKGROUND

The City selected Weaver and Jacobs Constructors, Inc. through a competitive Construction Manager at Risk procurement process for the Public Safety Center project. The City then entered into an AIA A133 Agreement, incorporating the AIA A201 General Conditions, for preconstruction and construction services.

Since then, FGMA Architects has advanced the project through schematic design, design development, and final construction documents. Weaver and Jacobs has provided cost estimates, constructability reviews, trade pricing, and other preconstruction services throughout the design process.

After construction pricing was received, the City, FGMA, and Weaver and Jacobs reviewed the costs and identified value-engineering changes. The proposed Guaranteed Maximum Price Amendment reflects the resulting scope and pricing.

The Guaranteed Maximum Price establishes the maximum amount payable to Weaver and Jacobs for the construction scope included in the amendment. It includes the Cost of the Work and the Construction Manager's Fee. Certain project costs, including design services, furniture, specialized storage systems, and other Owner-direct expenses, are managed separately from the GMP.

Approval of the amendment will establish the construction GMP for the Public Safety Center.

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

FINANCIAL NOTES
The proposed Guaranteed Maximum Price is \$ 16,910,709. The GMP includes the Cost of the Work, general conditions and other indirect construction costs, allowances, and Weaver and Jacobs' Construction Manager's Fee, calculated at 4.65% of the Cost of the Work. The GMP covers construction only; design services, furniture, specialized storage systems, equipment, and other Owner-direct costs are budgeted separately.

RECOMMENDATION: City Staff recommends approval of the Guaranteed Maximum Price Amendment to the AIA A133 Agreement with Weaver and Jacobs Constructors, Inc. for construction of the City of Bay City Public Safety Center and authorization for the Mayor to execute the amendment.

ATTACHMENTS:

- Bay City Public Safety Center – GMP Review Packet
- Draft AIA Document A133–2019 Exhibit A, Guaranteed Maximum Price Amendment



CITY OF BAY CITY

PUBLIC SAFETY CENTER

GUARANTEED MAXIMUM PRICE

July 9, 2026

WEAVER & JACOBS
CONSTRUCTORS, INC.

fgma
FGMA ARCHITECTS



01

PROJECT SUMMARY

A summary of the project approach,
scope, schedule, and estimate.



WEAVER & JACOBS CONSTRUCTORS, INC.

Bay City Public Safety Center

PROJECT SUMMARY

The project is the remodel of an existing building to serve and the Bay City Public Safety Center. The building will be designed and constructed to house multiple city departments and involves related site work. The site is located at 3701 Avenue F in Bay City, Texas. The site is approximately 4 acres and is located within the city limits.

The City has retained FGM Architects as the Project Architect. The designated Architect's Representative on the Project is Brian Meade, AIA. The City's representative will be Scotty Jones - City Manager.

Project Scope of Work:

- Single Story
- Foundation - Slab on Grade
- Structure - CMU/Structural Steel/Joist&Deck
- Windstorm Rated
- Sprayed Fireproofing - No
- Building Pad - Existing Foundation
- Exterior Façade - CMU Walls/Wall Panels
- Roof System - TPO
- HVAC - Lennox RTU
- Controls - Automated Logic
- Electrical Voltage - 208/480V
- Lighting Controls - Acuity
- Verkada - Access Control
- Fire Sprinkler - Yes
- Fire Alarm - Yes

GUARANTEED MAXIMUM PRICE COST SUMMARY

General Conditions	\$26,820	0.68	0.16%
Civil Work	\$1,300,301	32.84	7.69%
Structural Package	\$1,398,673	35.33	8.27%
Architectural	\$5,289,647	133.61	31.28%
Mechanical_Electrical_Plumbing_Fire	\$6,338,323	160.10	37.48%
Technology	\$882,712	22.30	5.22%
Indirect Costs	\$2,538,281	64.11	15.01%
Cost Savings	-\$864,047	-21.82	-5.11%
TOTAL COST	\$16,910,709	427.15	100.00%
		COST / SF	% OF TOTAL

PROJECT SCHEDULE

The following dates have been established as the basis of the estimated cost:

Completion Time: 15 Months and 5 Days	Anticipated Start Date	7/27/2026
Project SF: 39,590	Completion Date	11/1/2027

Should you have any questions regarding the specifics of the Guaranteed Maximum Price or the contents herein, please do not hesitate in contacting me. We look forward to working with you and your team.

Respectfully submitted,
Weaver & Jacobs Constructors, Inc.

Randy Boone, Director of PreConstruction Services



02

PROJECT TEAM

Meet the professionals dedicated to the successful delivery of this project.

PROJECT TEAM



BRANT JACOBS
PRESIDENT



RANDY BOONE
DIRECTOR OF PRE
CONSTRUCTION SERVICES



DALLAS HAGAN
DIRECTOR OF
PROJECT OPERATIONS



BRENDEN MORRIS
ESTIMATOR



SHAWN BRANDT
PROJECT MANAGER
SINGLE PONT OF CONTACT



WILL LAU
PROJECT ENGINEER



QUINTON GRUDZINSKI
SUPERINTENDENT
100% Onsite



JAMES RATH
QUALITY CONTROL



JOHN RILEY
ASSISTANT
SUPERINTENDENT
70% Onsite



MANAGEMENT TEAM

PRECONSTRUCTION SUPPORT

PROJECT TEAM



03

PROJECT ESTIMATE

A detailed breakdown of the estimated construction costs and budget assumptions.



WEAVER & JACOBS

CONSTRUCTORS, INC.

Bay City Public Safety Center

RECAP REPORT — SECTION SUMMARY

PROJECT #	23-3852.04	ESTIMATE	Guaranteed Maximum Price	ESTIMATE DATE	07.23.2026
LOCATION	Bay City, Texas	ARCHITECT	FGMA	DOCUMENTS DATE	05.13.2026
LEAD ESTIMATOR	Brenden Morris	DURATION	18 months	PROJECT SIZE (SF)	39,590

ITEM	COST	COST / SF	% OF TOTAL
Direct Costs	\$14,372,428	363.03	84.99%
Div. 01 - General Requirements	\$26,820	0.68	0.16%
<i>Labor Burden</i>	\$26,820	0.68	0.16%
General Clean		0.00	0.00%
Temporary Utilities		0.00	0.00%
Div. 02 - Site Work	\$275,925	6.97	1.63%
Demolition	\$173,000	4.37	1.02%
Relocate Existing Memorial Bench (By Owner)	\$0	0.00	0.00%
Sawcutting & Removal	\$102,925	2.60	0.61%
Div. 03 - Concrete	\$720,596	18.20	4.26%
Cast-in-Place Concrete	\$720,596	18.20	4.26%
Existing Subgrade Materials - Haul-Off	\$0	0.00	0.00%
Concrete Spoils Hauloff	\$0	0.00	0.00%
Div. 04 - Masonry	\$360,400	9.10	2.13%
Concrete Masonry Unit	\$360,400	9.10	2.13%
Masonry Spoils Hauloff	\$0	0.00	0.00%
Div. 05 - Metals	\$317,677	8.02	1.88%
Structural Steel	\$190,880	4.82	1.13%
Structural Steel Erection	\$98,257	2.48	0.58%
Decorative Metal Railings	\$25,540	0.65	0.15%
Cut Decking for Roof Screen Connections	\$3,000	0.08	0.02%
Div. 06 - Wood, Plastics & Composites	\$571,517	14.44	3.38%
Miscellaneous Carpentry Roof and Wall	\$221,459	5.59	1.31%
Architectural Cabinets	\$267,733	6.76	1.58%
Plastic Laminate Panels	\$82,325	2.08	0.49%
Div. 07 - Thermal & Moisture Protection	\$1,388,733	35.08	8.21%
Waterproofing Consultant Assembly Testing	\$35,000	0.88	0.21%
Sprayed Insulation	\$34,331	0.87	0.20%
Roofing Systems	\$1,187,184	29.99	7.02%
Joint Sealants Firestopping Water Repellents	\$132,218	3.34	0.78%
Div. 08 - Openings	\$1,239,198	31.30	7.33%
Hollow Metal Doors Frames Hardware	\$473,018	11.95	2.80%
Access Doors and Frames	\$6,750	0.17	0.04%
Aluminum Storefront	\$692,000	17.48	4.09%
Skylights	\$15,500	0.39	0.09%
Overhead Coiling Doors	\$51,930	1.31	0.31%
Div. 09 - Finishes	\$1,498,678	37.85	8.86%
Gypsum Wall Assemblies Package	\$848,069	21.42	5.01%
Ceramic Tiling	\$136,847	3.46	0.81%

ITEM	COST	COST / SF	% OF TOTAL
Resilient Flooring Plank Flooring	\$139,260	3.52	0.82%
Laser Cut LVT Floor Logo	\$8,700	0.22	0.05%
Floor Protection	\$6,000	0.15	0.04%
Floor Leveling Patching	\$25,000	0.63	0.15%
Painting and Coatings	\$290,000	7.33	1.71%
High Performance Coatings	\$44,802	1.13	0.26%
Div. 10 - Specialties	\$468,475	11.83	2.77%
Visual Display Units	\$16,580	0.42	0.10%
Signage	\$58,511	1.48	0.35%
Toilet Compartments	\$18,104	0.46	0.11%
Toilet Accessories	\$43,872	1.11	0.26%
Fire Protection Cabinets	\$10,790	0.27	0.06%
Protective Walkway Covers	\$31,925	0.81	0.19%
Flagpoles	\$26,828	0.68	0.16%
External Sun Control Devices	\$67,200	1.70	0.40%
Roof Screens	\$194,665	4.92	1.15%
Div. 11 - Equipment	\$74,607	1.88	0.44%
Residential Appliances	\$36,492	0.92	0.22%
Office Equipment	\$38,115	0.96	0.23%
Div. 12 - Furnishings	\$48,439	1.22	0.29%
Horizontal Louver Blinds	\$12,647	0.32	0.07%
Solid Surface Wall Panels at Showers	\$35,792	0.90	0.21%
Div. 21 - Fire Suppression	\$223,175	5.64	1.32%
Fire Suppression Sprinkler Systems	\$156,475	3.95	0.93%
Clean-Agent Fire Extinguishing Systems	\$66,700	1.68	0.39%
Div. 22 - Plumbing	\$960,190	24.25	5.68%
Plumbing	\$932,750	23.56	5.52%
Water Softener System	\$27,440	0.69	0.16%
Div. 23 - Heating, Ventilating & Air Conditioning	\$2,217,760	56.02	13.11%
HVAC Scope of Work	\$2,217,760	56.02	13.11%
(2) HVLS Fans - Shared Fitness 184	\$10,106	0.26	0.06%
Div. 26 - Electrical	\$2,937,198	74.19	17.37%
Electrical	\$2,897,600	73.19	17.13%
Lightning Protection for Structures	\$39,598	1.00	0.23%
Div. 27 - Communications	\$492,847	12.45	2.91%
Structured Cabling Systems	\$152,360	3.85	0.90%
Audio Visual Systems	\$340,487	8.60	2.01%
Div. 28 - Electronic Safety & Security	\$389,865	9.85	2.31%
Fire Detection and Alarm System	\$81,525	2.06	0.48%
Video Surveillance	\$132,061	3.34	0.78%
Intercom Duress	\$31,775	0.80	0.19%
Access Control	\$144,504	3.65	0.85%
Div. 31 - Earthwork	\$626,981	15.84	3.71%
Excavation / Earthwork	\$623,481	15.75	3.69%
Erosion Control Removal	\$2,000	0.05	0.01%
Termite Control	\$1,500	0.04	0.01%
Div. 32 - Exterior Improvements	\$397,395	10.04	2.35%
Pavement Markings	\$8,375	0.21	0.05%
Ornamental Fencing and Gates	\$230,485	5.82	1.36%
Landscaping Irrigation	\$158,535	4.00	0.94%
Div. 33 - Utilities	\$0	0.00	0.00%
Site Utilities Haul Off	\$0	0.00	0.00%
Cost Savings Items	-\$864,047	-21.82	-5.11%
Delete All Roof Screens & Add 2 Course to the CMU Parapet	-\$200,265	-5.06	-1.18%
Delete External Sun Control Devices	-\$67,200	-1.70	-0.40%
Change Knight Wall System to Engineered Z-Channel Framing	-\$30,488	-0.77	-0.18%

ITEM	COST	COST / SF	% OF TOTAL
Delete HVAC BAS Controls & Use Local Thermostat Controls	-\$250,000	-6.31	-1.48%
Aleternate Light Fixture Package	-\$19,500	-0.49	-0.12%
Reduce KA/PH Rating for Internally Mounted SPDs	-\$5,500	-0.14	-0.03%
Internal SPDs to Externally-Mounted Surface SPDs	-\$4,500	-0.11	-0.03%
MSI Calacatta Countertops in Lieu of Silestone Bronze Rivers	-\$12,000	-0.30	-0.07%
Landscaping (OFOI)	-\$158,535	-4.00	-0.94%
Pavement Markings (OFOI)	-\$8,375	-0.21	-0.05%
Delete Water Softner	-\$27,440	-0.69	-0.16%
Remove Demo & Paving at Baywood Dr Median	-\$16,894	-0.43	-0.10%
Remove Demo of Avenue F Concrete Entrance/Approach	-\$4,000	-0.10	-0.02%
Remove Cold Rolled Channel from Interior Non-Structural Partitions	-\$30,600	-0.77	-0.18%
Interior Framing to be G40 EQ Coating in Lieu of G60 Coating	-\$18,250	-0.46	-0.11%
Interior Framing to be 20GA EQ (18mil) in Lieu of 20GA (30mil)	-\$10,500	-0.27	-0.06%
Indirect Costs	\$2,538,281	64.11	15.01%
Pre-Construction Services	\$24,000	0.61	0.14%
Allowances			
Owner's Betterment Fund	\$200,000	5.05	1.18%
Construction Contingency	\$225,000	5.68	1.33%
Structural Decking Joist Replacement	\$162,500	4.10	0.96%
ERRCS Allowance	\$75,000	1.89	0.44%
Builder's Risk Insurance Allowance	\$140,000	3.54	0.83%
Spoils Haul Off	\$10,000	0.25	0.06%
Construction Manager Fee	\$705,634	17.82	4.65%
General Conditions Fee	\$996,147	25.16	5.89%
Total Cost	\$16,910,709	427.15	100.00%



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CONSTRUCTORS, INC.

Bay City Public Safety Center

RECAP REPORT — ALTERNATES

PROJECT #	23-3852.04	ESTIMATE	Guaranteed Maximum Price	ESTIMATE DATE	07.14.2026
LOCATION	Bay City, Texas	ARCHITECT	FGMA	DOCUMENTS DATE	05.13.2026
LEAD ESTIMATOR	Brenden Morris	DURATION	18 months	PROJECT SIZE (SF)	39,590

ITEM	COST	COST / SF	% OF TOTAL
ALTERNATE TOTAL COST	\$310,449	7.84	1.84%
ALTERNATE #1A - SUPPORT FUTURE OPERABLE PARTITION	\$20,765	0.52	0.12%
Structural Steel	\$13,059	0.33	0.08%
Structural Steel Erection	\$2,500	0.06	0.01%
Cast-in-Place Concrete	\$825	0.02	0.00%
Concrete Removal	\$2,500	0.06	0.01%
General Conditions CMAR Fee	\$1,881	0.05	0.01%
ALTERNATE #1B - OPERABLE PARTITION SYSTEM	\$53,018	1.34	0.31%
Gypsum Wall Assemblies	\$0	0.00	0.00%
Painting and Coatings	\$0	0.00	0.00%
Operable Partition (No Pocket or Pocket Doors Included)	\$48,216	1.22	0.29%
General Conditions CMAR Fee	\$4,802	0.12	0.03%
ALTERNATE #1C - FLOOR BOXES (6)	\$24,191	0.61	0.14%
Electrical Demolition Concrete	\$22,000	0.56	0.13%
General Conditions CMAR Fee	\$2,191	0.06	0.01%
ALTERNATE #2 - ADDITIONAL SIDEWALK	\$141,205	3.57	0.84%
Cast-in-Place Concrete	\$5,015	0.13	0.03%
Electrical	\$94,000	2.37	0.56%
Landscaping Irrigation	\$29,400	0.74	0.17%
General Conditions CMAR Fee	\$12,790	0.32	0.08%
ALTERNATE #3 - MONUMENT SIGN LANDSCAPING	\$50,578	1.28	0.30%
Cast-in-Place Concrete	\$3,390	0.09	0.02%
Masonry	\$6,253	0.16	0.04%
Acre Modern Mill Panels	\$0	0.00	0.00%
ACM Panels	\$0	0.00	0.00%
Aluminum Letters	\$21,706	0.55	0.13%
Metal Plaque (2)	\$5,538	0.14	0.03%
Electrical	\$0	0.00	0.00%
Landscaping Irrigation	\$9,110	0.23	0.05%
General Conditions CMAR Fee	\$4,581	0.12	0.03%
ALTERNATE #4 - EPOXY FLOORING PROCESSING BAY & GARAGE BAY	\$20,691	0.52	0.12%
Epoxy Flooring	\$18,817	0.48	0.11%
Floor Leveling Patching	\$0	0.00	0.00%
Electrical	\$0	0.00	0.00%
General Conditions CMAR Fee	\$1,874	0.05	0.01%



04

COST SAVINGS

Strategies and processes focused on maximizing value while controlling project costs.



WEAVER & JACOBS

CONSTRUCTORS, INC.

Bay City Public Safety Center

COST SAVINGS OPTIONS

PROJECT #	23-3852.04	ESTIMATE	Guaranteed Maximum Price	ESTIMATE DATE	07.14.2026
LOCATION	Bay City, Texas	ARCHITECT	FGMA	DOCUMENTS DATE	05.13.2026
LEAD ESTIMATOR	Brenden Morris	DURATION	18 months	PROJECT SIZE (SF)	39,590

ITEM #	COST SAVINGS OPTIONS	COST	STATUS
01	Delete all Roof Screens	\$ (197,665.00)	Declined
01-A	Delete (49' LF of Roof Screen at South Elevation	\$ (12,000.00)	Declined
01-B	Delete (72' LF of Roof Screen at West Elevation	\$ (20,000.00)	Declined
01-C	Delete (66' LF of Roof Screen at North Elevation	\$ (18,000.00)	Declined
01-D	Delete all Roof Screens & Add 2 Courses to CMU Parapet	\$ (200,265.00)	Approved
02	Delete External Sun Control Devices	\$ (67,200.00)	Approved
03	Roller Shades with Front Fascia in Lieu of Exposed Headbox	\$ (1,526.00)	Declined
04	Change Knight Wall System to Engineered Z-Channel Furring	\$ (30,488.00)	Approved
05	Delete HVAC BAS Controls & Use Local Thermostat Controls	\$ (250,000.00)	Approved
06	Delete Laser Cut LVT Floor Logo (Lobby 100)	\$ (8,700.00)	Declined
07	Access Control System & Video Surveillance to I-PRO	\$ (36,775.00)	Declined
08	Delete All Trees from Contract Scope - Trees to be OFOI	\$ (16,050.00)	Declined
09	Alternate Light Fixture Package	\$ (19,500.00)	Approved
10	Change Copper Panel Feeders to Aluminum Panel Feeders	\$ (13,000.00)	Declined
11	Panelboard AIC Rating Revisions	\$ (1,800.00)	Declined
12	Reduce KA/PH Rating for Internally Mounted SPDs (MDP 400 to 250, HEM/1DP1/HV-A 250 to 200, LEM/LPSC1/ILM/LMC/911-UPS/LP-A2/LD-A2/LD-1/LPSC2 160 to 100)	\$ (5,500.00)	Approved
13	Change Surface Mounted Panelboards (HEM, LEM, 1DP1, LPSC1, LMC1, LP-A2, 911-UPS) from internal SPDs to externally-mounted surface	\$ (4,500.00)	Approved
14	Change all Transformers from 115 degree rise with copper windings to 150 degree rise with aluminum windings.	\$ (10,250.00)	Declined
15	Change panelboard bussing from copper to aluminum (MDP will remain copper).	\$ (1,500.00)	Declined
16	Owner to furnish generator. All labor, wire, raceways, and circuits remain in GMP.	\$ (420,000.00)	Declined
17	MSI Calacatta Adonia/Elysio/Lavasa Countertops in Lieu of Silestone Bronze Rivers	\$ (12,000.00)	Approved
18	Landscaping to be OFOI	\$ (158,535.00)	Approved
19	Pavement Markings to be OFOI	\$ (8,375.00)	Approved
20	Delete Water Softner	\$ (27,440.00)	Approved
21	Delete Bike Storage Pad & Fence	\$ (7,332.00)	Declined
22	Delete Recessed Linear Lights Above Police & Courts Lobby Counters	\$ (6,765.00)	Declined
23	Remove Demo & Paving at Baywood Dr Median	\$ (16,894.00)	Approved
24	Remove Demo of Avenue F Concrete Entrance/Approach	\$ (4,000.00)	Approved
25	Remove Cold Rolled Channel from Composite Interior Non-Structural Partitions (Not Necessary for Limiting Heights)	\$ (30,600.00)	Approved
26	Interior Framing to be Standard G40 EQ Coating in Lieu of G60 Coating	\$ (18,250.00)	Approved
27	Interior Framing to be Standard 20GA EQ (18mil) in Lieu of 20GA	\$ (10,500.00)	Approved
TOTAL APPROVED		\$ (864,047.00)	

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

THE OWNER:
(Name, legal status, and address)

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[☐] Not later than () calendar days from the date of commencement of the Work.

[☐] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section

Title

Date

Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)