



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, December 21, 2021 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Jason W. Childers

Council Members: Becca Sitz, Bradley Westmoreland, Floyce Brown, Jim Folse

Bay City is committed to developing and enhancing the long-term prosperity, sustainability, and health of the community.

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

INVOCATION & PLEDGE

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

Councilwoman Floyce Brown

CERTIFICATION OF QUORUM

MISSION STATEMENT

The City of Bay City is a community that fosters future economic growth, strives to deliver superior municipal services, invests in quality of life initiatives and is the gateway to the great outdoors. We encourage access to our unique historical and eco-cultural resources while maintaining our small-town Texas charm.

Councilwoman Floyce Brown

APPROVAL OF AGENDA

PUBLIC COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in

response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

APPROVAL OF MINUTES

- 1. City Council Regular Meeting minutes of December 21, 2021**

PUBLIC HEARINGS

- 2. Public Hearing of the City Council of the City of Bay City to consider amending the project and financing plan of Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Bay City, Texas.**

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 3. Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the Project and Finance Plan of Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Bay City, Texas.**
- 4. Agreement ~ Discuss, consider and/or approve the TIRZ #2 Reimbursement Agreement with Bold Fox.**
- 5. Resolution ~ discuss, consider, and/or approve a Resolution creating the Public Improvement District. Jessica Russell, BCCDC Director**
- 6. Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the City of Bay City Personnel Guidelines. Shawna Burkhardt, City Manager**
- 7. Settlement ~ Consider approval of the Texas Opioid Settlement Case by adoption of the following: Settlement Participation Form for Janssen (JNJ), the Settlement Participation Form for Distributors, and Settlement Allocation Term Sheet. Anne Marie Odefey, City Attorney**
- 8. Contracts ~ Discuss, consider, and/or approve the Civil Engineering and Surveying Services of the Hamman Road Drainage Project Phase 1B & 2 Engineering Services . Barry Calhoun, Public Works Director**
- 9. Resolution ~ Discuss, consider, and/or approve an Administration/Management Service Provider to complete application and project implementation for the CDBG-CV (CRP) funding administered by the Texas Department of Housing and Community regarding a public facility currently in use by Economic Action Committee. Alyssa Dibbern, City Engineer Tech**
- 10. Resolution ~ Discuss, consider, and/or approve an Engineering/Architecture Service Provider for the CDBG-CV (CRP) administered by the Texas Department of Housing and Community Affairs regarding a public facility currently in use by Economic Action Committee. Alyssa Dibbern, City Engineer Tech**

- 11. Contract ~ Discuss consider, and/or approve the change order as requested by Ramstone Construction for the Economic Action Committee's building repairs.** Scotty Jones, Finance Director
- 12. Agreement ~ Discuss, consider, and/or approve the mutual termination of the Chapter 380 Economic Development Agreement with Sal Holdings, LLC.** Shawna Burkhart, City Manager
- 13. Policy ~ Discuss, consider, and/or approve Procurement Policies and Procedures as outlined in the Code of Federal Regulations.** Scotty Jones, Finance Director
- 14. Grant ~ Discuss, consider, and/or approve the proposed projects to be funded by the American Rescue Plan Act (ARP) Program.** Scotty Jones, Finance Director
- 15. Policy ~ Discussion regarding vehicle procurement and policies.** Scotty Jones, Finance Director
- 16. Discussion ~ Discussion regarding City Ordinance related to residential sewer line repairs in City right-of-way.**
- 17. Discuss, consider, and/or approve the appointment of Hillary Reynolds as Residential Commissioner to the Public Housing Authority.** Shawna Burkhart, City Manager

CLOSED / EXECUTIVE SESSION

- 18. Pursuant to Texas Government Code 551.071(1) to consult with its attorney on attorney client matters.**
- 19. Executive Session pursuant to Texas Government Code Section 551.087 (Deliberation regarding Economic Development).**

OPEN SESSION

Discuss, consider and/or take action on item(s) listed in Executive/Closed Session, (if any).

ITEMS / COMMENTS FROM MAYOR AND COUNCIL MEMBERS

ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized: The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code Section 551.071, to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation

between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

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.

Executive Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, December 17, 2021 before 6:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

CITY OF BAY CITY

MINUTES • DECEMBER 07, 2021

COUNCIL
CHAMBERS | 1901
5th Street

City Council Regular Meeting

6:00 PM

1901 5TH STREET
BAY CITY TX, 77414



Mayor

Robert K. Nelson

Councilman

Jim Folse

Mayor Pro Tem

Jason W. Childers

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilwoman

Floyce Brown

Bay City is committed to developing and enhancing the long-term prosperity, sustainability, and health of the community.

CALL TO ORDER

The Regular Council meeting was called to order by Mayor Robert K. Nelson at 6:00 pm.

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 Jason Childers

CERTIFICATION OF QUORUM

Quorum present.

PRESENT

Mayor Robert K. Nelson
Mayor Pro Tem Jason W. Childers
Councilwoman Floyce Brown
Councilman Jim Folse
Councilwoman Becca Sitz
Councilman Brad Westmoreland

MISSION STATEMENT

The City of Bay City is a community that fosters future economic growth, strives to deliver superior municipal services, invests in quality of life initiatives and is the gateway to the great outdoors. We encourage access to our unique historical and eco-cultural resources while maintaining our small-town Texas charm.

Mayor Pro Tem Jason Childers

APPROVAL OF AGENDA

Motion made by Councilman Folse to approve the agenda, Seconded by Mayor Pro Tem Childers. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

PUBLIC COMMENTS

There were no public comments.

APPROVAL OF MINUTES

1. **City Council Public Works Workshop minutes of November 16, 2021.**
2. **City Council Aquatic Center Workshop minutes of November 16, 2021**
3. **City Council Regular Meeting minutes of November 16, 2021**

4. City Council Special Called Meeting minutes of November 30, 2021

Motion made by Councilwoman Brown to approve the minutes corrections to the Aquatic Center Workshop, the Public Works Workshop, and the Regular Council Meetings on November 16th, Seconded by Mayor Pro Tem Childers. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**5. Consider and/or approve invoices recommended by the TIRZ #2 Board to pay out of TIRZ #2 funds.**

Motion made by Mayor Pro Tem Childers to approve the consent items, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL**6. Presentation ~ Edward Byrne Memorial Justice Assistance Grant awarded to the Bay City Police Department in the amount of \$87,874.12.**

Robert Lister, Chief of Police, stated that the department was awarded the Edward Byrne Memorial Justice Assistance Grant. Chief Lister added that this is a three year grant, paying 100% of an additional Detective salary and a new vehicle the first year, followed by 80% of the salary the second year and 60% of the salary the third year. Chief Lister stated that the position salary increased after the submittal, therefore budget amendments will needed to reflect the change.

7. Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the City of Bay City Personnel Guidelines.

Councilman Westmoreland had issue that he did not have a red-lined policy to review. Item was tabled until December 21st.

8. Property ~ Discuss, consider, and/or approve infrastructure improvements to the downtown private/public parking lot located at 2236 Avenue G in partnership with Bay City Main Street, Bay City Community Development Corporation, the City of Bay City, and property owner.

Tina Israel introduced the proposed parking lot and reviewed current conditions and proposed improvements. Ms. Israel stated the cost estimate to be around \$7,500. The proposed parking lot will be for both commercial and public parking with two handicapped parking spaces. The prospective new owners will not close on the property until the first of January. Ms. Odefey, City Attorney, added that the City will need something in writing that is for five years or auto renewal. Property is in the TIRZ #1 area which may assist with costs to improve. Council tabled the item until January 11th.

9. Bids ~ Discuss, approve, and/or reject bid award for Elliot Subdivision Street Reconstruction and Waterline Improvements for the City of Bay City.

Barry Calhoun, Public Works Director, presented the bid submittals adding that this included drainage. Councilman Westmoreland asked why are the signs leased instead of buying our own. Mr. Calhoun replied that this in the contract because the City does not want to take on the responsibility of traffic control. Ms. Odefey added that is would be a liability on the City to do themselves.

Motion made by Mayor Pro Tem Childers to approve the bid award Lester Contracting, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

10. Bids ~ Discuss, approve, and/or reject the Hamman Road Drainage Project Phase 1a contractor bids.

Barry Calhoun, Director of Public Works, summarized the bids, stating the the lowest bid was \$89,770 more than budget but spoke with Finance Director and they are comfortable with the overage. We are looking at ARP money to utilize, and Scotty Jones, Finance Director, added that they do not have firm confirmation but highly likely. Mayor Pro Tem Childers asked if we can be reimbursed by ARP Funds, and Ms. Jones replied yes. Councilman Folse asked how long will it take to do phase 1a and Mr. Calhoun replied that he will need to confirm but should take about 45 days. Councilman Folse asked when do we start phase 1b and Mr. Calhoun replied as soon as we get ARP funds. Councilman Folse stated that his biggest worry is 1b and when do we start because spring is coming. Mr. Calhoun stated that if the ARP funds come in then we will do 1b with 1a, but the hold up is funding.

Ry Ryman, resident of Chateaux Drive, stated his concerns that this will only make things worse on his street and the city should just replace the drainage ditch to the creek. Mr. Ryman pointed out that where the bottleneck was.

Council requested that Hamman Road Drainage Project Phase 1b be on the next agenda.

Motion made by Councilman Folse to approve the bid award to T-Gray Utility, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

11. Resolution ~ Resolution of Bay City, Texas, committing the City to provide local matching funds to secure and complete applications for the Hazard Mitigation Assistance (HMA) program.

Motion made by Councilwoman Brown to approve the Resolution committing the City regarding the HMA Program, Seconded by Mayor Pro Tem Childers. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

12. Resolution ~ A Resolution authorizing the submission of multiple hazard mitigation assistance (HMA) grant applications, appointing the Mayor as the Chief executive officer and authorized representative to act in all matters in connection with the FEMA Mitigation Grants.

Motion made by Mayor Pro Tem Childers to approve the Resolution authorizing submissions of HMA Grant applications, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

13. Resolution ~ A Resolution by the City Council of the City of Bay City, Texas, authorizing publication of notice of intention to issue Certificates of Obligation in connection with the receipt of financial assistance from the Texas Water Development Board through the Clean Water State Revolving Fund, and approving other matters incidental thereto.

Motion made by Councilman Westmoreland to approve the Resolution authorizing publication of notice of intention to issue Certificates of Obligation, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

14. Resolution ~ A Resolution by the City Council of the City of Bay City, Texas, authorizing publication of notice of intention to issue Certificates of Obligation in connection with the receipt of financial assistance from the Texas Water Development Board through the Drinking Water State Revolving Fund, and approving other matters incidental thereto.

Motion made by Councilwoman Brown to approve the Resolution authorizing publication of notice of intention to issue Certificates of Obligation, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

15. Policy ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting an amended investment policy.

Motion made by Councilman Westmoreland to approve the Resolution adopting and amended investment policy, Seconded by Councilwoman Sitz. Voting Yea: Mayor

Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

16. Ordinance ~ Discuss, consider, and/or approve an Ordinance adopting budget amendments for the quarter ending September 30, 2021.

Motion made by Councilwoman Sitz to approve the Budget Amendment Ordinance, Seconded by Mayor Pro Tem Childers. Council was polled.
Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

17. Appointment ~ Discuss, consider and approve appointing representatives to the proposed Aquatic Center project.

Motion made by Mayor Pro Tem Childers to approve Councilman Brad Westmoreland and Councilman Jim Folse to serve as representatives, as well as Scotty Jones as Ad Hoc, for the Aquatic Center Project, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

CLOSED / EXECUTIVE SESSION

Council adjourned and went in to an Executive Session at 7:57 pm.

18. Pursuant to Texas Government Code 551.071(1) to consult with its attorney on attorney client matters.

19. Executive Session pursuant to Texas Government Code Section 551.087 (Deliberation regarding Economic Development).

OPEN SESSION

Council reconvened at 9:03 pm and took no action on items 18 and 19.

ITEMS / COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilman Folse thanked council's patients regarding Hamman Road drainage and letting the people talk. Councilman Folse also requested traffic support around Tinnin's Christmas light display on Avenue K.

Councilman Westmoreland requested future discussion, after looking at the Master Equipment list that some listed are what may be considers luxury vehicles, he would like to know more about this and discuss.

Mayor Nelson complimented Park & Recreation on the wonderful job they did on the parade and USO.

ADJOURNMENT

Motion made by Councilman Folse adjourn, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried and Council adjourned at 9:09 pm.

PASSED AND APPROVED, this 21st day of December 2021.

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

JEANNA THOMPSON
CITY SECRETARY

PUBLIC HEARING NOTICE**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF BAY CITY TO CONSIDER AMENDING THE PROJECT AND FINANCING PLAN OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF BAY CITY, TEXAS**

NOTICE IS HEREBY GIVEN THAT the City Council of Bay City, Texas (the “City”), pursuant to Chapter 311.003 Texas Tax Code, as amended, (the “Act”), will hold a public hearing at 6:00 p.m. on Tuesday, December 21, 2021, at City Hall, 1901 Fifth Street, Bay City, TX 77414, for the purpose of amending the Project and Financing Plan of Tax Increment Reinvestment Zone Number Two.

The public hearing is being held in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”). Section 311.011(e) of the Act requires that if an amendment reduces or expands the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality, a public hearing must be held before approval of the amendment by the City Council.

All interested persons and property owners within and outside the TIRZ will be given the opportunity to appear and be heard at such public hearing. Written or oral statements will be considered. The proposed Amended Project and Financing Plan is on file and open for public inspection in the office of the City Secretary at the address stated above. Questions or requests for additional information may be directed to David Pettit, David Pettit Economic Development, LLC, dpettit@dpedllc.com; 817-439-9515.

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF BAY CITY, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, BAY CITY, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE**

WHEREAS, Bay City, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a noncontiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain noncontiguous geographic area in the City (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on November 19, 2015, the City Council of Bay City, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 1557 designating a contiguous geographic area within the City as a Reinvestment Zone Number Two, Bay City, Texas (the “Original Boundaries”); and

WHEREAS, on March 24, 2016, the City Council of Bay City, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 1568 extending the deadline to appoint board members; and

WHEREAS, on November 16, 2021, the City Council of Bay City, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 1674 amending Reinvestment Zone Number Two, Bay City, Texas (the “Zone”) to expand the boundaries; and

WHEREAS, the City Council of Bay City, Texas, pursuant to Chapter 311 of the Texas Tax Code, now desires to amend the Project Plan to reflect the expanded boundaries and increase the Project Costs for Reinvestment Zone Number Two, Bay City, Texas (the “Zone”); and

WHEREAS, as authorized by Section 311.011(e), and 311.008, of the Act, on December 21, 2021, the Board reviewed the Plan, the Amended Project and Financing Plan in Exhibit “A”, and recommended that the Plan, as amended, be approved by the City Council:

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council hereby makes the following findings of fact:

- i. That the Plan, as amended, includes all information required by Sections 311.011(b) and (c) of the Act.
- ii. That the Plan, as amended, is feasible and the amended project plan conforms to the City’s master plan.
- iii. That consistent with Section 311.011(e) of the Act, a public hearing is required prior to the adoption of this Ordinance because the Plan, as amended, does (i) reduce or increase the geographic area of the Zone; (ii) increase or decrease the tax increment to be contributed by a taxing unit; (iii) increase the total estimated project costs; or (iv) designate additional property in the Zone to be acquired by the City.

SECTION 3. APPROVAL OF AMENDED PLAN.

That based on the findings set forth in Section 2 of this Ordinance, the Plan, as amended in Exhibit “A” is hereby approved.

SECTION 4. DELIVERY OF AMENDED PLANS TO TAXING ENTITIES.

That Bay City, is hereby directed to provide a copy of the Plan, as amended, to the governing body of each taxing unit that taxes real property located in the zone.

SECTION 5. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or

more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED ON this _____ day of December 2021.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Floyce Brown	_____	_____	_____
James Folse	_____	_____	_____
Jason Childers	_____	_____	_____
Becca Sitz	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Robert K. Nelson	_____	_____	_____

 Robert K. Nelson, Mayor,
 City of Bay City

ATTEST:

APPROVED AS TO FORM:

 Jeanna Thompson, City Secretary

 Anne Marie Odefey, City Attorney

EXHIBIT A
Amended Project and Financing Plan

Tax Increment Reinvestment Zone #2

Bay City, Texas



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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Bay City, the county seat of Matagorda County, is an incorporated city at the junction of State Highways 35 and 60, in the north central portion of the county seventy-eight miles southwest of Houston. The community is named for its location on Bay Prairie, between the richly productive bottomlands of the Colorado River and Caney Creek. The population was 17,614 at the 2010 census. It is the county seat of Matagorda County.

The vision of the Bay City Main Street program is for downtown Bay City to be the pulse of the County: celebrating historic pride, economic vitality and the best of Texas hospitality. Bay City is only sixty minutes away from Houston, the largest city in Texas, with a myriad of world class art performances, professional sports games and medical facilities.

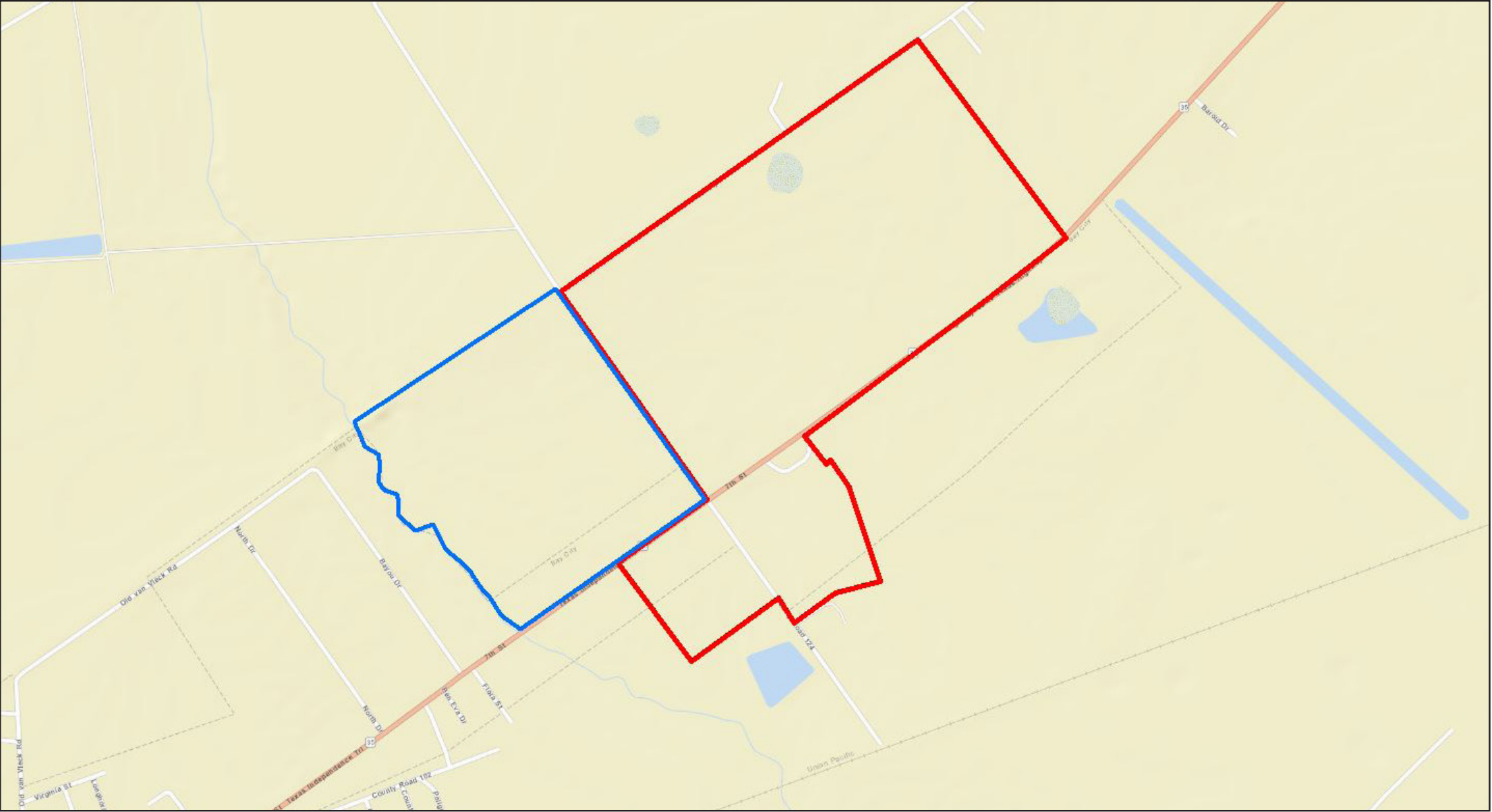


Tax Increment Reinvestment Zone #2, Bay City

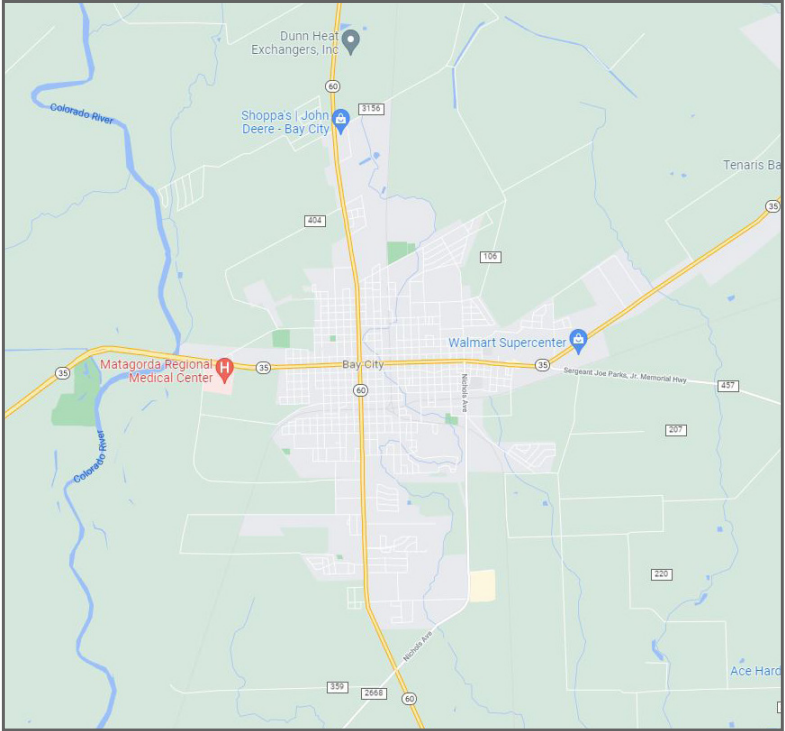
Tax Increment Reinvestment Zone #2 (TIRZ) was created in 2015 with the goals of funding the construction of needed public infrastructure and encouraging private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #2 was established to promote the development of new construction within the boundaries of the TIRZ. In 2021, it is proposed that the TIRZ be expanded to include the property within the boundaries of TIRZ #2A.

This amended project and financing plan outlines the funding of \$136,707,199 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



-  - TIRZ #2 Boundary
-  - TIRZ #2A Boundary



Boundary Description

TIRZ #2 is located in the eastern portion of Bay City. The expanded TIRZ #2A boundaries are immediately contiguous to the west of the original TIRZ boundaries. The original TIRZ boundary encompassed approximately 344 acres, TIRZ #2A encompasses approximately 147.27 acres, bringing the total acreage of the TIRZ to approximately 491.27 acres. Details about the individual parcels within the TIRZ are included in **Appendix A**.

Legal Description TIRZ #2

Beginning at the point of intersection of the eastern Right-of-Way (ROW) line of McCrosky Road and the southern ROW line of Old van Vleck Road, thence

South along the eastern ROW line of McCrosky Road to a point where said line intersects with the southern ROW line of TX-35, thence

West along the southern ROW line of TX-35 to a point where said line intersects with the western property line of AB 0339, I & G N RR CO, ACRES 1.3774, 75% UND INT, thence

Southeast along the western property line of AB 0339, I & G N RR CO, ACRES 1.3774, 75% UND INT to a point where said line intersects with the western property line of SHOWBOAT ADDITION, LOT RESERVE A (PT), LOCATED INSIDE CITY LIMITS, ACRES 2.5137, thence

Southeast along the western property line of SHOWBOAT ADDITION, LOT RESERVE A (PT), LOCATED INSIDE CITY LIMITS, ACRES 2.5137 to a point where said line intersects with the western property line of SHOWBOAT ADDITION, LOT RESERVE A (PT), LOCATED OUTSIDE THE CITY LIMITS, ACRES 16.6963, thence

Southeast along the western property line of SHOWBOAT ADDITION, LOT RESERVE A (PT), LOCATED OUTSIDE THE CITY LIMITS, ACRES 16.6963 to a point where said line intersects with the southeastern property line of SHOWBOAT ADDITION, LOT RESERVE A (PT), LOCATED OUTSIDE THE CITY LIMITS, ACRES 16.6963, thence

Northeast along the southeastern property line of SHOWBOAT ADDITION, LOT RESERVE A (PT), LOCATED OUTSIDE THE CITY LIMITS, ACRES 16.6963 to a point where the projection of said line intersects with the western ROW line of Me Crosky Road, thence

South along the western ROW line of Me Crosky Road to a point where said line intersects with the southern property line of I & G N AB 339 15.44 ACRES (15.90 AC LESS .46 = 15.44AC), thence

East along the southern property line of I & G N AB 339 15.44 ACRES (15.90 AC LESS .46 = 15.44AC) to a point where said line intersects with the southern property line of I & G N AB 339 5.66 ACRES, thence

East along the southern ROW line of I & G N AB 339 5.66 ACRES to a point where said line intersects with the eastern property line of I & G N AB 339 5.66 ACRES, thence

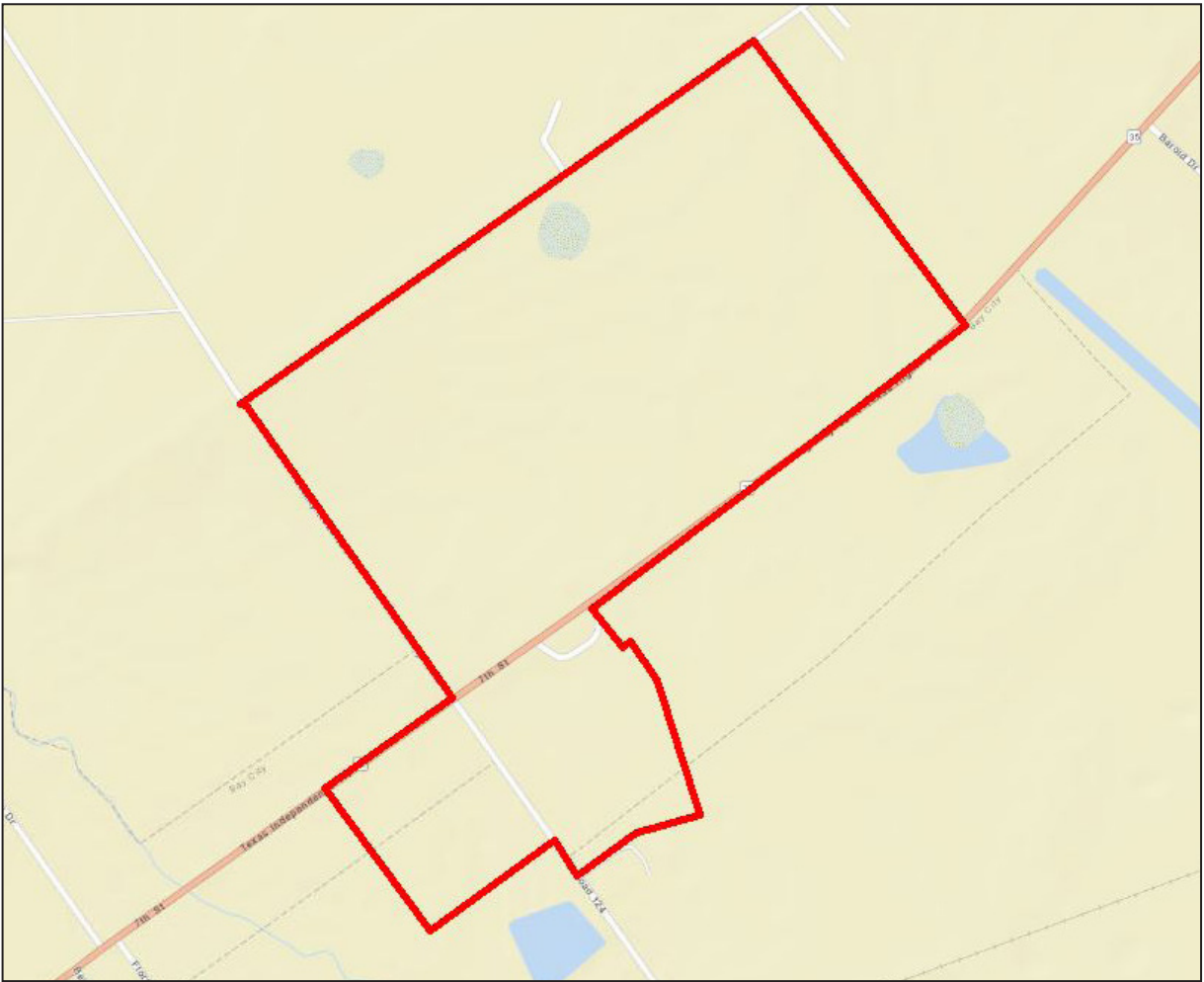
North along the eastern ROW line of I & G N AB 339 5.66 ACRES to a point where said line intersects with the southern ROW line of TX-35, thence

East along the southern ROW line of TX-35 to a point where said line intersects with the projection of the eastern property line of AB 0150, JOHN DUNCAN, ACRES 19.66, thence

North along the eastern property line of AB 0150, JOHN DUNCAN, ACRES 19.66 to a point where said line intersects with the eastern property line of AB 0150, JOHN DUNCAN, ACRES 117.893, 1/3 UND INT (OUTSIDE CITY LIMITS), thence

North along the eastern property line of AB 0150, JOHN DUNCAN, ACRES 117.893, 1/3 UND INT (OUTSIDE CITY LIMITS) to a point where said line intersects with the southern ROW line of Old van Vleck Road, thence

West along the southern ROW line of Old van Vleck Road to the point there said line intersects the eastern ROW line of Me Crosky Road, which is the point of beginning.



 - TIRZ #2 Boundary

Legal Description TIRZ #2A

Beginning at the point where the eastern right of way boundary of McCrosky Road meets the northern right of way boundary of TX-35, thence

West along the northern right of way boundary of TX-35 to the point it meets the southwest corner of Property ID 20961, thence

North to Property ID 20118, continuing north along the western boundary of Property ID 20118 to the point it meets an easement, thence

North across the easement to the southwest corner of Property ID 20111, thence

East along the southern boundary of Property ID 20111 to the point it meets the southwest corner of Property ID 20953, thence

East along the southern boundary of Property ID 20953 to the point it meets the western right of way boundary of McCrosky Road, thence

East across McCrosky road to the point the eastern right of way boundary of McCrosky Road meets the southwest corner of Property ID 23012, thence

South along the eastern right of way boundary of McCrosky Road to the point it meets the northern right of way boundary of TX-35, which is the point of beginning.



 - TIRZ #2A Boundary

Land Use

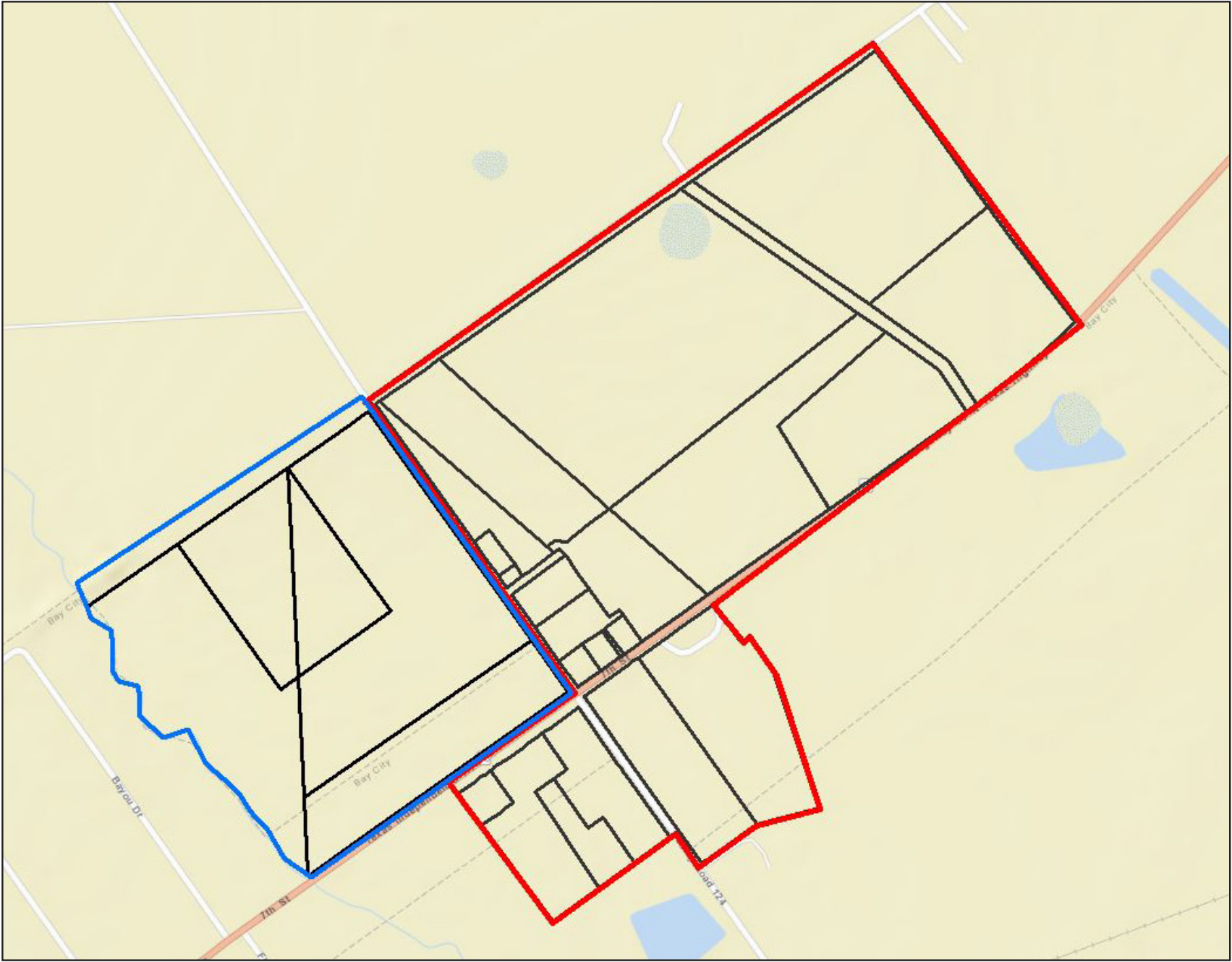
The vast majority of the land within the original boundaries of the zone is vacant land that is well positioned for new development. Since the creation of the TIRZ, a movie theater has been built near the intersection of McCrosky Road and 7th Street. Across 7th Street from the theater there is a vacant property that is well positioned for redevelopment. The property within TIRZ #2A is vacant land that is well positioned for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership Information

There are currently 36 parcels within the expanded Tax Increment Reinvestment Zone #2. The estimated 2021 taxable value of the property within the TIRZ is \$13,323,551. The base year for TIRZ #2 is 2015, the year in which the TIRZ was created. The base year for TIRZ #2A will be 2021. The 2021 taxable values will need to be verified with the Matagorga County Appraisal District. For further details of parcels included within the TIRZ, including current ownership and 2021 taxable values, see **Appendix A**.



-  - TIRZ #2 Boundary
-  - TIRZ #2A Boundary

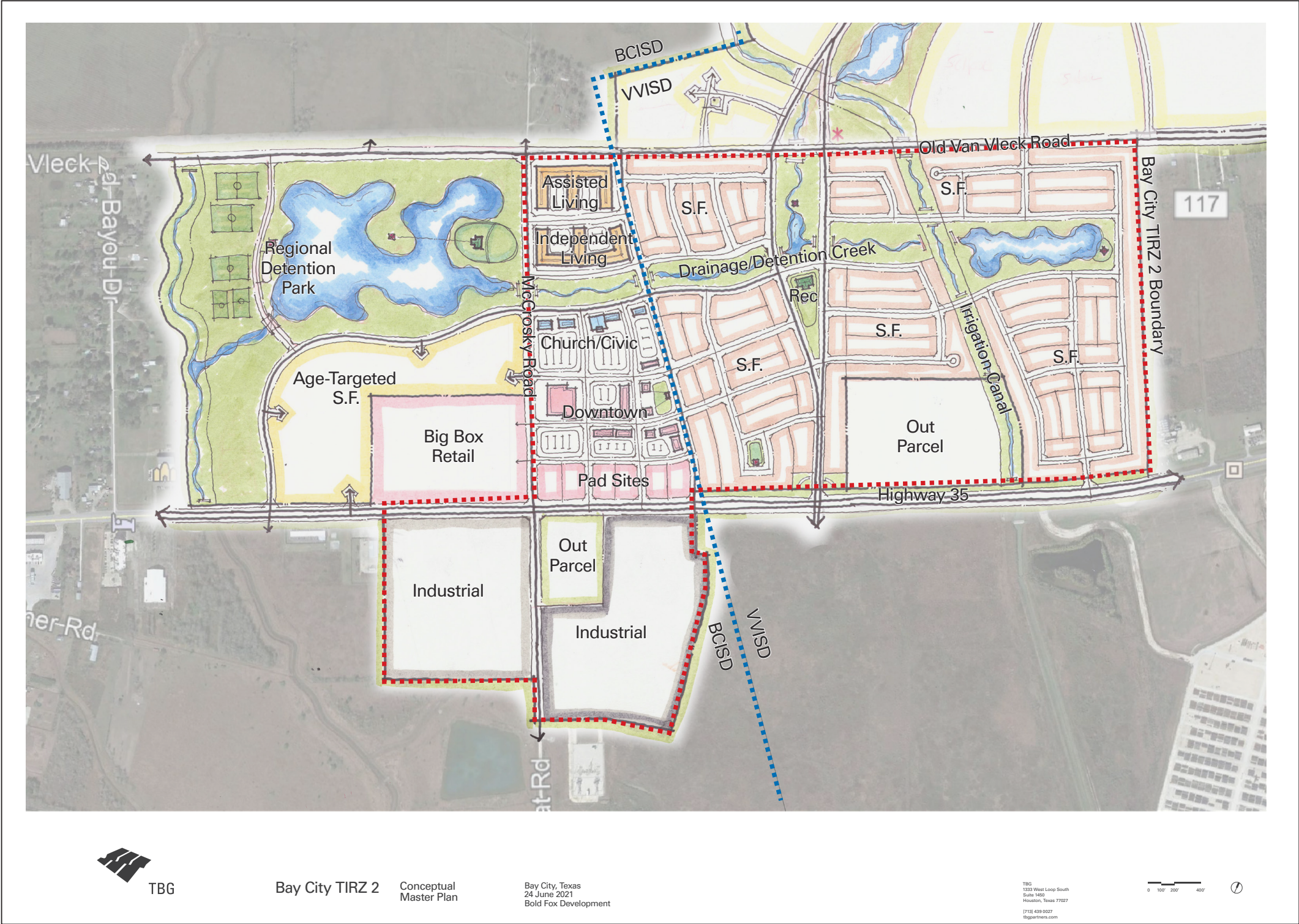
Anticipated Development

The vacant land within the TIRZ is well positioned for future development. The table below provides an overview of the potential development that could occur within the TIRZ, along with estimated dates of when the development construction would be completed. Taking into account forthcoming anticipated catalyst single family development within the TIRZ, DPED projects that light industrial, office, commercial, and restaurant uses will be built within the TIRZ.

	Square Feet	Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
TIRZ #2							
Movie Theater/Entertainment Venue							
Bold Fox Single Family 1		200	2025	\$225,000	\$45,000,000	\$0	\$0
Restaurant Pads	16,500		2025	\$135	\$2,227,500	\$500	\$8,250,000
Single Family 1		200	2025	\$225,000	\$45,000,000	\$0	\$0
Assisted & Independent Living		300	2025	\$100,000	\$30,000,000	\$0	\$0
Bold Fox Single Family 2		200	2027	\$225,000	\$45,000,000	\$0	\$0
Light Industrial	25,000		2027	\$35	\$875,000	\$0	
Multifamily		200	2027	\$100,000	\$20,000,000	\$0	\$0
Single Family 2		200	2027	\$225,000	\$45,000,000	\$0	\$0
Restaurant Pads	16,500		2027	\$135	\$2,227,500	\$500	\$8,250,000
Light Industrial	50,000		2030	\$35	\$1,750,000	\$0	\$0
Multifamily		150	2030	\$100,000	\$15,000,000	\$0	\$0
Retail Commercial	7,500		2030	\$135	\$1,012,500	\$350	\$2,625,000
					\$253,092,500		\$19,125,000
TIRZ #2A							
Age-Targeted 1		150	2025	\$225,000	\$33,750,000	\$0	\$0
Multifamily		250	2027	\$100,000	\$25,000,000	\$0	\$0
Age-Targeted 2		150	2028	\$225,000	\$33,750,000	\$0	\$0
Restaurant Pads	16,500		2030	\$135	\$2,227,500	\$500	\$8,250,000
Office	15,000		2032	\$150	\$2,250,000	\$0	\$0
					\$96,977,500		\$8,250,000
Total					\$350,070,000		\$27,375,000

Anticipated Development

The conceptual plan below informed the projections on the previous page. The plan below and the projections listed above are not meant to limit potential development that could generate revenue for the TIRZ. It is anticipated that the projections will be updated in the future to reflect the then current market trends and taking into account the performance of the development within the TIRZ. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.



Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$ 10,253,040	7.5%
Sanitary Sewer Facilities and Improvements	\$ 13,670,720	10.0%
Storm Water Facilities and Improvements	\$ 13,670,720	10.0%
Transit/Parking Improvements	\$ 20,506,080	15.0%
Street and Intersection Improvements	\$ 27,341,440	20.0%
Open Space, Park and Recreation Facilities and Improvements	\$ 20,506,080	15.0%
Economic Development Grants	\$ 27,341,440	20.0%
Administrative Costs	\$ 3,417,680	2.5%
	\$ 136,707,199	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Economic development grants shall be used to promote state or local economic development and to stimulate business and commercial activity.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, Bay City, Matagorda County, Matagorda County Hopsital District, and Port of Bay City will contribute 100% of the real property increment within the zone generated within the TIRZ.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages and the anticipated taxable value per square foot can be found on Page 5.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
Bay City	0.63500000	100%	0.6350000
Matagorda County	0.39974000	100%	0.3997400
Matagorda County Hospital District	0.29127000	100%	0.2912700
Port of Bay City	0.05299000	100%	0.0529900
Cons & Recl District	0.00819000	0%	0.0000000
Coastal Plains GW District	0.00426000	0%	0.0000000
Drainage District #1	0.04113000	0%	0.0000000
Bay City/Van Vleck ISD	1.39124000	0%	0.0000000
2.82382000			1.3790000

Personal Property Tax		Participation	
Bay City	0.63500000	0%	0.0000000
Matagorda County	0.39974000	0%	0.0000000
Matagorda County Hospital District	0.29127000	0%	0.0000000
Port of Bay City	0.05299000	0%	0.0000000
Cons & Recl District	0.00819000	0%	0.0000000
Coastal Plains GW District	0.00426000	0%	0.0000000
Drainage District #1	0.04113000	0%	0.0000000
Bay City/Van Vleck ISD	1.39124000	0%	0.0000000
2.82382000			0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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30 YEAR - TIRZ #2 : INPUT & OUTPUT

INPUT

INFLATION RATE		2.00%	
DISCOUNT RATE		6.00%	
REAL PROPERTY TAX		PARTICIPATION	
Bay City	0.63500000	100%	0.6350000
Matagorda County	0.39974000	100%	0.3997400
Matagorda County Hospital District	0.29127000	100%	0.2912700
Port of Bay City	0.05299000	100%	0.0529900
Cons & Recl District	0.00819000	0%	0.0000000
Coastal Plains GW District	0.00426000	0%	0.0000000
Drainage District #1	0.04113000	0%	0.0000000
Bay City/Van Vleck ISD	1.39124000	0%	0.0000000
	2.82382000		1.3790000
PERSONAL PROPERTY TAX		PARTICIPATION	
Bay City	0.63500000	0%	0.0000000
Matagorda County	0.39974000	0%	0.0000000
Matagorda County Hospital District	0.29127000	0%	0.0000000
Port of Bay City	0.05299000	0%	0.0000000
Cons & Recl District	0.00819000	0%	0.0000000
Coastal Plains GW District	0.00426000	0%	0.0000000
Drainage District #1	0.04113000	0%	0.0000000
Bay City/Van Vleck ISD	1.39124000	0%	0.0000000
	2.82382000		0.0000000
Sales Tax Rate	0.0200000	0.00%	0.0000000

TIRZ #2		Year	AREA SF/UNITS	REAL PROPERTY \$ / SF TAX VALUE		PERSONAL PROPERTY \$ / SF TAX VALUE		SALES \$ / SF TAX VALUE	
	Movie Theater/Entertainment Venue								
SF	Bold Fox Single Family 1	2025	200	\$ 225,000.00	\$ 45,000,000	\$ -	\$ -	\$ -	\$ -
	Restaurant Pads	2025	16,500	\$ 135.00	\$ 2,227,500	\$ 35.00	\$ 577,500	\$ 500.00	\$ 8,250,000
SF	Single Family 1	2025	200	\$ 225,000.00	\$ 45,000,000	\$ -	\$ -	\$ -	\$ -
	Assisted & Independent Living	2025	300	\$ 100,000.00	\$ 30,000,000	\$ -	\$ -	\$ -	\$ -
SF	Bold Fox Single Family 2	2027	200	\$ 225,000.00	\$ 45,000,000	\$ -	\$ -	\$ -	\$ -
	Light Industrial	2027	25,000	\$ 35.00	\$ 875,000	\$ -	\$ -	\$ -	\$ -
OP	Multifamily	2027	200	\$ 100,000.00	\$ 20,000,000	\$ -	\$ -	\$ -	\$ -
SF	Single Family 2	2027	200	\$ 225,000.00	\$ 45,000,000	\$ -	\$ -	\$ -	\$ -
	Restaurant Pads	2027	16,500	\$ 135.00	\$ 2,227,500	\$ 35.00	\$ 577,500	\$ 500.00	\$ 8,250,000
	Light Industrial	2030	50,000	\$ 35.00	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -
OP	Multifamily	2030	150	\$ 100,000.00	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -
	Retail Commercial	2030	7,500	\$ 135.00	\$ 1,012,500	\$ 15.00	\$ 112,500	\$ 350.00	\$ 2,625,000
TOTAL				253,092,500		1,267,500		19,125,000	

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	26.4%	\$ 54,470,690	= \$ 43,928,069	+ \$ 219,029	+ \$ 10,323,592
Matagorda County	13.4%	\$ 27,791,120	= \$ 27,653,238	+ \$ 137,882	+ \$ -
Matagorda County Hospital District	9.8%	\$ 20,249,961	= \$ 20,149,494	+ \$ 100,467	+ \$ -
Port of Bay City	1.8%	\$ 3,684,023	= \$ 3,665,745	+ \$ 18,278	+ \$ -
Cons & Recl District	0.3%	\$ 569,393	= \$ 566,568	+ \$ 2,825	+ \$ -
Coastal Plains GW District	0.1%	\$ 296,168	= \$ 294,699	+ \$ 1,469	+ \$ -
Drainage District #1	1.4%	\$ 2,859,481	= \$ 2,845,294	+ \$ 14,187	+ \$ -
Bay City/Van Vleck ISD	46.8%	\$ 96,723,163	= \$ 96,243,285	+ \$ 479,878	+ \$ -
	100.0%	\$ 206,643,999	\$ 195,346,392	\$ 974,015	\$ 10,323,592
		100.0%	94.5%	0.5%	5.0%
TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	100.0%	\$ 43,928,069	= \$ 43,928,069	+ \$ -	+ \$ -
Matagorda County	100.0%	\$ 27,653,238	= \$ 27,653,238	+ \$ -	+ \$ -
Matagorda County Hospital District	100.0%	\$ 20,149,494	= \$ 20,149,494	+ \$ -	+ \$ -
Port of Bay City	100.0%	\$ 3,665,745	= \$ 3,665,745	+ \$ -	+ \$ -
Cons & Recl District	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Coastal Plains GW District	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Drainage District #1	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Bay City/Van Vleck ISD	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	\$ 95,396,546	\$ 95,396,546	\$ -	\$ -
		100.0%	100.0%	0.0%	0.0%
NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	9.5%	\$ 10,542,621	= \$ -	+ \$ 219,029	+ \$ 10,323,592
Matagorda County	0.1%	\$ 137,882	= \$ -	+ \$ 137,882	+ \$ -
Matagorda County Hospital District	0.1%	\$ 100,467	= \$ -	+ \$ 100,467	+ \$ -
Port of Bay City	0.0%	\$ 18,278	= \$ -	+ \$ 18,278	+ \$ -
Cons & Recl District	0.5%	\$ 569,393	= \$ 566,568	+ \$ 2,825	+ \$ -
Coastal Plains GW District	0.3%	\$ 296,168	= \$ 294,699	+ \$ 1,469	+ \$ -
Drainage District #1	2.6%	\$ 2,859,481	= \$ 2,845,294	+ \$ 14,187	+ \$ -
Bay City/Van Vleck ISD	86.9%	\$ 96,723,163	= \$ 96,243,285	+ \$ 479,878	+ \$ -
	100.0%	\$ 111,247,453	\$ 99,949,846	\$ 974,015	\$ 10,323,592
		100.0%	89.8%	0.9%	9.3%

ITEM #3.

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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DAVID PETTIT
Economic Development

30 YEAR - TIRZ #2A : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
Bay City	0.63500000	100%	0.6350000
Matagorda County	0.39974000	100%	0.3997400
Matagorda County Hospital District	0.29127000	100%	0.2912700
Port of Bay City	0.05299000	100%	0.0529900
Cons & Recl District	0.00819000	0%	0.0000000
Coastal Plains GW District	0.00426000	0%	0.0000000
Drainage District #1	0.04113000	0%	0.0000000
Bay City/Van Vleck ISD	1.39124000	0%	0.0000000
	2.82382000		1.3790000

PERSONAL PROPERTY TAX		PARTICIPATION	
Bay City	0.63500000	0%	0.0000000
Matagorda County	0.39974000	0%	0.0000000
Matagorda County Hospital District	0.29127000	0%	0.0000000
Port of Bay City	0.05299000	0%	0.0000000
Cons & Recl District	0.00819000	0%	0.0000000
Coastal Plains GW District	0.00426000	0%	0.0000000
Drainage District #1	0.04113000	0%	0.0000000
Bay City/Van Vleck ISD	1.39124000	0%	0.0000000
	2.82382000		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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TIRZ #2A		Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
SF	Age-Targeted 1	2025	150	\$ 225,000.00	\$ 33,750,000				
	Multifamily	2027	250	\$ 100,000.00	\$ 25,000,000	\$ -	\$ -	\$ -	\$ -
SF	Age-Targeted 2	2028	150	\$ 225,000.00	\$ 33,750,000	\$ -	\$ -	\$ 500.00	\$ 8,250,000
	Restaurant Pads	2030	16,500	\$ 135.00	\$ 2,227,500	\$ 35.00	\$ 577,500	\$ -	\$ -
	Office	2032	15,000	\$ 150.00	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -
TOTAL					96,977,500		577,500		8,250,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	26.3%	\$ 20,173,010	= \$ 16,291,308	+ \$ 84,395	+ \$ 3,797,307
Matagorda County	13.5%	\$ 10,308,698	= \$ 10,255,571	+ \$ 53,128	+ \$ -
Matagorda County Hospital District	9.8%	\$ 7,511,419	= \$ 7,472,707	+ \$ 38,711	+ \$ -
Port of Bay City	1.8%	\$ 1,366,533	= \$ 1,359,490	+ \$ 7,043	+ \$ -
Cons & Recl District	0.3%	\$ 211,208	= \$ 210,119	+ \$ 1,088	+ \$ -
Coastal Plains GW District	0.1%	\$ 109,859	= \$ 109,293	+ \$ 566	+ \$ -
Drainage District #1	1.4%	\$ 1,060,681	= \$ 1,055,215	+ \$ 5,466	+ \$ -
Bay City/Van Vleck ISD	46.8%	\$ 35,878,004	= \$ 35,693,101	+ \$ 184,904	+ \$ -
	100.0%	\$ 76,619,413	\$ 72,446,804	\$ 375,302	\$ 3,797,307
		100.0%	94.6%	0.5%	5.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	100.0%	\$ 16,291,308	= \$ 16,291,308	+ \$ -	+ \$ -
Matagorda County	100.0%	\$ 10,255,571	= \$ 10,255,571	+ \$ -	+ \$ -
Matagorda County Hospital District	100.0%	\$ 7,472,707	= \$ 7,472,707	+ \$ -	+ \$ -
Port of Bay City	100.0%	\$ 1,359,490	= \$ 1,359,490	+ \$ -	+ \$ -
Cons & Recl District	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Coastal Plains GW District	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Drainage District #1	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Bay City/Van Vleck ISD	100.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	\$ 35,379,076	\$ 35,379,076	\$ -	\$ -
		100.0%	100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	9.4%	\$ 3,881,702	= \$ -	+ \$ 84,395	+ \$ 3,797,307
Matagorda County	0.1%	\$ 53,128	= \$ -	+ \$ 53,128	+ \$ -
Matagorda County Hospital District	0.1%	\$ 38,711	= \$ -	+ \$ 38,711	+ \$ -
Port of Bay City	0.0%	\$ 7,043	= \$ -	+ \$ 7,043	+ \$ -
Cons & Recl District	0.5%	\$ 211,208	= \$ 210,119	+ \$ 1,088	+ \$ -
Coastal Plains GW District	0.3%	\$ 109,859	= \$ 109,293	+ \$ 566	+ \$ -
Drainage District #1	2.6%	\$ 1,060,681	= \$ 1,055,215	+ \$ 5,466	+ \$ -
Bay City/Van Vleck ISD	87.0%	\$ 35,878,004	= \$ 35,693,101	+ \$ 184,904	+ \$ -
	100.0%	\$ 41,240,337	\$ 37,067,728	\$ 375,302	\$ 3,797,307
		100.0%	89.9%	0.9%	9.2%

ITEM #3.

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Amended Project Financing Plan, TIRZ #2

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH			2.00% DISCOUNT RATE		6.00%																													
REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX																												
Bav City	0.6350000	100%	0.6350000	0%	0.0000000	0.0200000	0.00%	0.0000000																										
Mataoorda County	0.3997400	100%	0.3997400	0%	0.0000000																													
Mataoorda County Hosital District	0.2912700	100%	0.2912700	0%	0.0000000																													
Port of Bav City	0.0529900	100%	0.0529900	0%	0.0000000																													
Cons & Recl District	0.0081900	0%	0.0000000	0%	0.0000000																													
Coastal Plains GW District	0.0042600	0%	0.0000000	0%	0.0000000																													
Drainae District #1	0.0411300	0%	0.0000000	0%	0.0000000																													
Bav City/Van Vleck ISD	1.3912400	0%	0.0000000	0%	0.0000000																													
2.8238200			1.3790000			2.8238200			0.0000000																									
REVENUE YEAR	2015	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
BASE YEAR	Bav City	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193	2,099,193		
	Mataoorda County	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
	Mataoorda County Hosital District	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
	Port of Bav City	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
	Cons & Recl District	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
	Coastal Plains GW District	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
	Drainae District #1	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
	Bav City/Van Vleck ISD	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022	2,220,022		
TAXABLE VALUE	Bav City	2,099,193	2,088,211	2,980,330	13,021,768	13,141,048	14,629,668	13,323,019	13,589,479	13,861,269	14,138,494	14,421,264	14,709,690	15,003,883	15,303,961	15,610,040	15,922,241	16,240,686	16,565,500	16,896,810	17,234,746	17,579,441	17,931,029	18,289,650	18,655,443	19,028,552	19,409,123	19,797,305	20,193,251	20,597,117	21,009,059	21,429,240	21,857,825	
	Mataoorda County	2,220,022	2,209,340	2,997,490	13,038,928	13,158,208	14,656,858	13,339,086	13,605,868	13,877,985	14,155,545	14,438,656	14,727,429	15,021,977	15,322,417	15,628,865	15,941,443	16,260,271	16,585,477	16,917,186	17,255,530	17,600,641	17,952,654	18,311,707	18,677,941	19,051,500	19,432,530	19,821,180	20,217,604	20,621,956	21,034,395	21,455,083	21,884,184	
	Mataoorda County Hosital District	2,220,022	2,209,340	2,997,490	13,038,928	13,158,208	14,656,858	13,339,086	13,605,868	13,877,985	14,155,545	14,438,656	14,727,429	15,021,977	15,322,417	15,628,865	15,941,443	16,260,271	16,585,477	16,917,186	17,255,530	17,600,641	17,952,654	18,311,707	18,677,941	19,051,500	19,432,530	19,821,180	20,217,604	20,621,956	21,034,395	21,455,083	21,884,184	
	Port of Bav City	2,220,022	2,209,340	2,997,490	13,038,928	13,158,208	14,656,858	13,339,086	13,605,868	13,877,985	14,155,545	14,438,656	14,727,429	15,021,977	15,322,417	15,628,865	15,941,443	16,260,271	16,585,477	16,917,186	17,255,530	17,600,641	17,952,654	18,311,707	18,677,941	19,051,500	19,432,530	19,821,180	20,217,604	20,621,956	21,034,395	21,455,083	21,884,184	
	Cons & Recl District	2,220,022	2,209,340	2,997,490	13,038,928	13,158,208	14,656,858	13,339,086	13,605,868	13,877,985	14,155,545	14,438,656	14,727,429	15,021,977	15,322,417	15,628,865	15,941,443	16,260,271	16,585,477	16,917,186	17,255,530	17,600,641	17,952,654	18,311,707	18,677,941	19,051,500	19,432,530	19,821,180	20,217,604	20,621,956	21,034,395	21,455,083	21,884,184	
	Coastal Plains GW District	2,220,022	2,209,340	2,997,490	13,038,928	13,158,208	14,656,858	13,339,086	13,605,868	13,877,985	14,155,545	14,438,656	14,727,429	15,021,977	15,322,417	15,628,865	15,941,443	16,260,271	16,585,477	16,917,186	17,255,530	17,600,641	17,952,654	18,311,707	18,677,941	19,051,500	19,432,530	19,821,180	20,217,604	20,621,956	21,034,395	21,455,083	21,884,184	
	Drainae District #1	2,220,022	2,209,340	2,997,490	13,038,928	13,158,208	14,656,858	13,339,086	13,605,868	13,877,985	14,155,545	14,438,656	14,727,429	15,021,977	15,322,417	15,628,865	15,941,443	16,260,271	16,585,477	16,917,186	17,255,530	17,600,641	17,952,654	18,311,707	18,677,941	19,051,500	19,432,530	19,821,180	20,217,604	20,621,956	21,034,39			

ITEM #3.

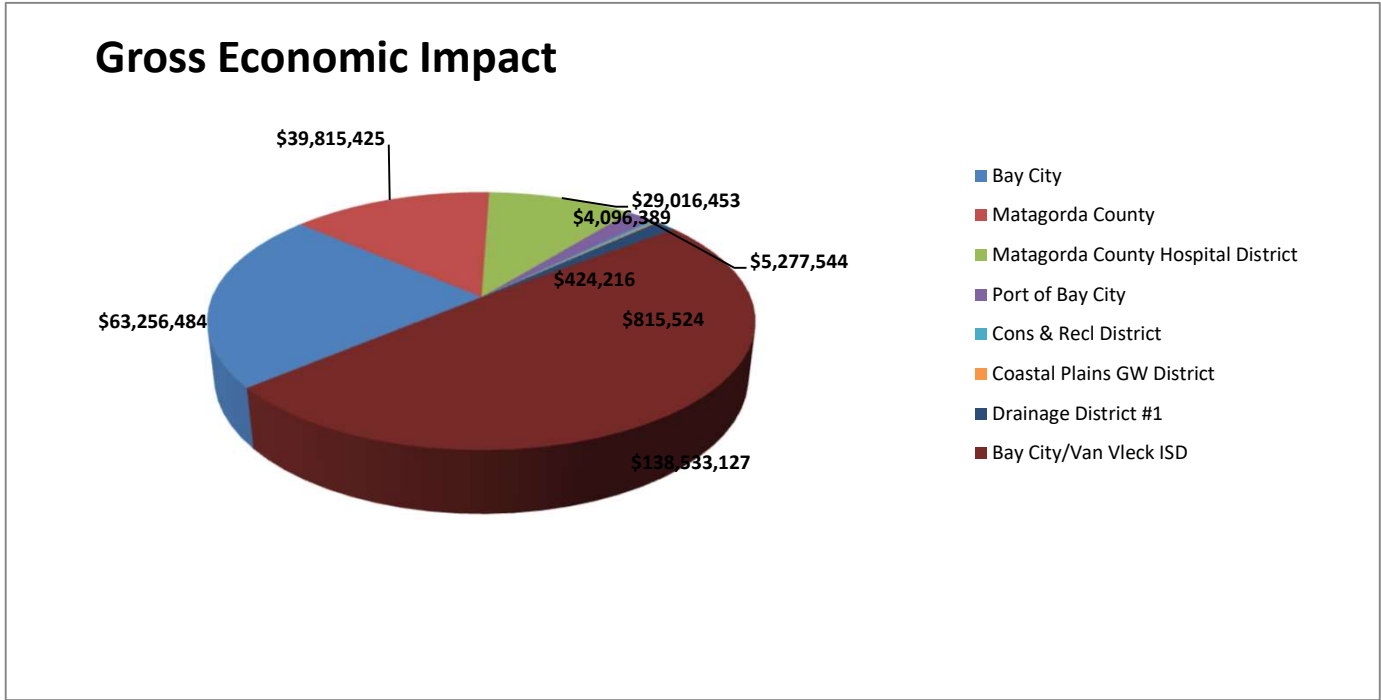
TAXABLE BASE YEAR GROWTH	2.00%
DISCOUNT RATE	6.00%

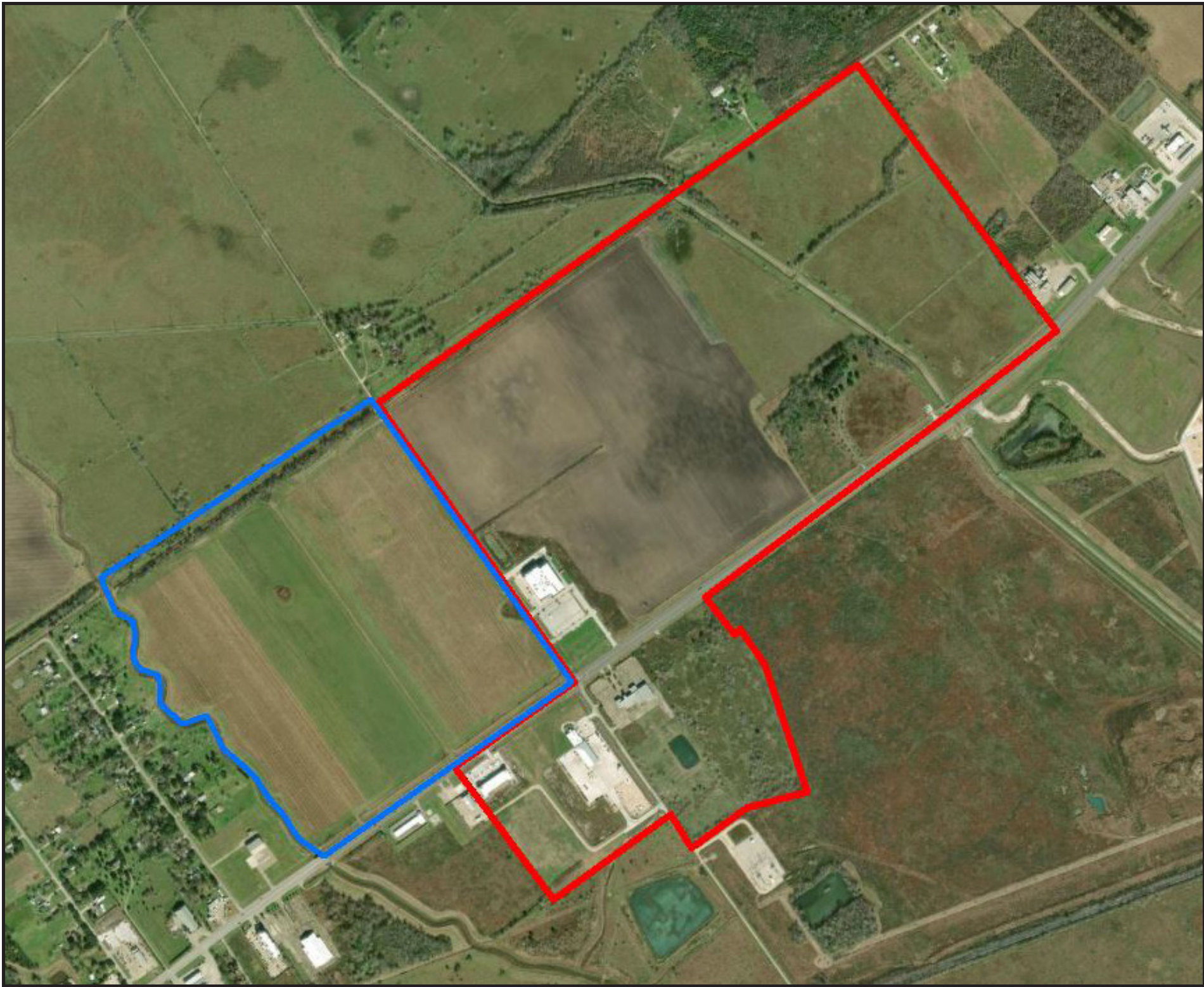
SALES TAX		
0.0200000	100.00%	0.0200000

Amended Project Financing Plan, TIRZ #2

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
Bay City	\$63,256,484	\$62,953,291	\$303,193
Matagorda County	\$39,815,425	\$39,624,416	\$191,009
Matagorda County Hospital Distr	\$29,016,453	\$28,877,274	\$139,179
Port of Bay City	\$5,277,544	\$5,252,218	\$25,325
Cons & Recl District	\$815,524	\$0	\$815,524
Coastal Plains GW District	\$424,216	\$0	\$424,216
Drainage District #1	\$4,096,389	\$0	\$4,096,389
Bay City/Van Vleck ISD	\$138,533,127	\$0	\$138,533,127
Total	\$281,235,162	\$136,707,199	\$144,527,963





Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #2 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2046.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

TIRZ	Property ID	Taxpayer	City of Bay City 2021 Taxable Value	Exemptions
2	18109	TRAN TUAN & NGUYET K	\$ 42,080	
2	18110	MILBERGER FRANCIS WAYNE TRUST 2-1-1994	\$ -	
2	18135	LOWER COLORADO RIVER AUTHORITY	\$ -	EX-XV
2	20968	MILBERGER FRANCIS WAYNE TRUST 2-1-1994	\$ -	
2	20969	LIBERMAN BROADCASTING OF HOUSTON	\$ 96,810	
2	20970	BAY CITY PARTNERS LLC	\$ 1,231,000	
2	20973	DESERT GOLD INC	\$ 1,873,900	
2	23013	MILBERGER FRANCIS WAYNE TRUST 2-1-1994	\$ -	
2	88863	JACKSON ELECTRIC COOPERATIVE	\$ 323,310	
2	88865	JACKSON ELECTRIC COOPERATIVE	\$ 151,180	
2	88869	JACKSON ELECTRIC COOPERATIVE	\$ 427,430	
2	94292	MILBERGER BRYAN M TRUST 2-1-1994	\$ -	
2	94293	MILBERGER ARTHUR J TRUST	\$ -	
2	94295	MILBERGER BRYAN M TRUST 2-1-1994	\$ -	
2	94296	MILBERGER ARTHUR J TRUST	\$ -	
2	94298	MILBERGER BRYAN M TRUST 2-1-1994	\$ -	
2	94299	MILBERGER ARTHUR J TRUST	\$ -	
2	118918	SMBG BAY CITY LLC	\$ 98,760	
2	118919	BAY CITY COMMUNITY DEVELOPMENT CORP	\$ -	EX-XV
2	118920	BAY CITY COMMUNITY DEVELOPMENT CORP	\$ 6,512,970	
2	118921	MILBERGER FRANCIS WAYNE TRUST 2-1-1994	\$ 170	
2	118922	MILBERGER BRYAN M TRUST 2-1-1994	\$ 170	
2	118923	MILBERGER ARTHUR J TRUST	\$ 170	
2	118924	MILBERGER FRANCIS WAYNE TRUST 2-1-1994	\$ 1,203	
2	118925	MILBERGER BRYAN M TRUST 2-1-1994	\$ 1,203	
2	118926	MILBERGER ARTHUR J TRUST	\$ 1,203	
2	121791	SMBG BAY CITY LLC	\$ -	
2	121793	SMBG BAY CITY LLC	\$ 91,960	
2	121794	SMBG BAY CITY LLC	\$ 87,350	
2	121795	SMBG BAY CITY LLC	\$ 2,310	
2	125702	JACKSON ELECTRIC COOP INC	\$ 2,379,840	
		TOTAL TIRZ #2	\$ 13,323,019	
2A	20961	CORBETT DUNCAN	\$ 532	
2A	20954	MILBERGER FRANCIS WAYNE FAMILY TRUST	\$ -	
2A	20118	CORBETT DUNCAN	\$ -	
2A	20112	MILBERGER FRANCIS WAYNE FAMILY TRUST	\$ -	
2A	20964	MORTON & HUDSON	\$ -	
		TOTAL #2A	\$ 532	

DEVELOPMENT FINANCING AGREEMENT BY AND AMONG
THE CITY OF BAY CITY, TEXAS REINVESTMENT ZONE NUMBER TWO,
CITY OF BAY CITY, AND BOLD FOX DEVELOPMENT, LLC

This DEVELOPMENT FINANCING AGREEMENT ("Agreement") is entered into as of _____ ("Effective Date"), by and between the CITY OF BAY CITY, TEXAS, a municipal corporation and a home rule city in the State of Texas (the "City"), the TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF BAY CITY, TEXAS (the "Zone"), an administrative body appointed in accordance with Chapter 311 of the Texas Tax Code (the "TIRZ Act") to oversee the administration of Tax Increment Reinvestment Zone Number Two, City of Bay City, Texas, a reinvestment zone designated by ordinance of the City in accordance with the Tax Increment Financing Act, and BOLD FOX DEVELOPMENT, LLC ("Developer"), a Texas limited liability company.

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

WHEREAS, the City created the Zone pursuant to the TIRZ Act; and

WHEREAS, the Board of Directors of the Zone (the "Zone Board" or "Board") and the City each approved and adopted the Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Bay City, dated November 19, 2015, and amended on January 26, 2017 and January 25, 2022 (as amended, "TIRZ Plan"); and

WHEREAS, the Developer has or will construct certain public works and improvements to implement the TIRZ Plan, and the Zone will reimburse the Developer for the Project Costs (defined herein) of such public works and improvements in accordance with this Agreement; and

WHEREAS, pursuant to the TIRZ Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund; also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, the City has delegated to the Zone the powers necessary for the implementation of the TIRZ Plan, which powers include the power to enter into agreements for the construction of public improvements including, but not limited to, improvements related to roads, sewer, drainage and all infrastructure improvements needed for single family residential development and related improvements, to be constructed in accordance with the TIRZ Plan;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the TIRZ Plan; and,

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

Section 1. General Statement; Agreement for Development of TIRZ Projects; Definitions

See Supplement.

Section 2. Site

Developer owns the real property (the “Property”) which is within the boundaries of the Zone. The Property is specifically described in as shown in attached Exhibit “A.” Developer shall file or use commercially reasonable efforts to cause the filing of a petition to the City for annexation of the Property into the city limits of the City within 10 business days of the Effective Date. The City and Developer shall enter into a Development Agreement as part of the annexation process. With Developer consent, the Property shall also include any real property the Developer acquires in the future in or to be included in the Zone.

Section 3. Project & Financing

Developer proposes to construct private and public improvements including, but not limited to, improvements related to roads, sewer, drainage and all infrastructure improvements needed for a single-family residential development and related improvements as more particularly described in attached Exhibit “B” (“Development” or, collectively, “TIRZ Projects”). The City will have the obligation to own, maintain and operate the following TIRZ Projects after Completion:

- (i) Water, sewer, and drainage facilities, except for any amenity portion of such drainage facilities.
- (ii) Traffic signals, roads, and turn lanes.
- (iii) Any park or recreational facilities pre-approved by the City.

Project shall be funded by and through Developer’s own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement may not reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

Section 4. Financing and Reimbursement of Project Costs

See Supplement.

Section 5. Term

The term of this Agreement shall begin upon the effective date and end upon the earlier of:

- (a) the complete performance of all obligations and conditions precedent by parties to this Agreement;
- (b) expiration of thirty years after effective date; or
- (c) the expiration of the term of the Zone, as may be extended from time to time.

Notwithstanding the foregoing, the City may terminate this Agreement if Developer has not started construction of the TIRZ Projects within 24 months of the Effective Date of this Agreement. In such event, rights and obligations in this Agreement will survive the termination as to any Project Costs paid by Developer prior to termination. Once the Project Costs incurred prior to termination have been paid to the Developer, this Agreement will terminate for all purposes.

Section 6. Exhibits

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

Section 7. Force Majeure

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

Section 8. Indemnity

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE CITY, AND THEIR

RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSORS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE ZONE, CITY, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE OR THE CITY UNDER TEXAS OR FEDERAL LAW.

Section 9. Events of Default & Remedies

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

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

Section 10. Venue and Governing Law

This Agreement is performable in Matagorda County, Texas and venue of any action arising out of this Agreement shall be exclusively in the State or District Courts of Matagorda County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Bay City, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law.

Section 11. Notices

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

If intended for Zone or City, to:

Tax Increment Reinvestment Zone No. 2
c/o City of Bay City
1901 5th Street
Bay City, Texas 77414

With a copy to:
Scotty Jones, Director of Finance
1901 5th Street
Bay City, Texas 77414

With a copy to:
Anne Marie Odefey, City Attorney
Roberts, Odefey, Witte & Wall, LLP
2206 Hwy 35 North
P.O. Box 9
Port Lavaca, Texas 77979

If intended for Developer, to:

With a copy to:
The Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, Texas 77478
Attention: Richard Muller

Section 12. No Third Party Rights

This Agreement is solely for the benefit of the parties hereto and is not intended to create

or grant any rights, contractual or otherwise, to any other person or entity.

Section 13. Severability

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

Section 14. Counterparts & Signatures

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

Section 15. Captions

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

Section 16. Successors and Assigns

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

Section 17. Limited Rights and Non-waiver

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

Section 18. Representations by Developer

Developer certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

Section 19. Entire Agreement

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

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

ATTEST/SEAL

CITY OF BAY CITY, TEXAS

Jeanna Thompson, City Secretary

Robert K. Nelson, Mayor

DEVELOPER

ATTEST/SEAL

REINVESTMENT ZONE NUMBER TWO,
CITY OF BAY CITY, TEXAS

Julie Estlinbaum, Chairman

SUPPLEMENT TO DEVELOPMENT FINANCING AGREEMENT BY AND AMONG
THE CITY OF BAY CITY, TEXAS REINVESTMENT ZONE NUMBER TWO,
CITY OF BAY CITY, AND BOLD FOX DEVELOPMENT, LLC

Section 1. General Statement; Agreement for Development of TIRZ Projects; Definitions

(a) General Statement. The parties acknowledge and agree that the Development is included in the TIRZ Plan, as it may be amended from time to time, and is subject to the terms of this Agreement, and the costs for same are Project Costs eligible for funding through the Tax Increment. The TIRZ Plan shall not be amended without Developer consent, to the extent it would affect the reimbursement of Developer. The City and the Developer agree that, subject to the consideration provided in this Agreement, the Developer shall assist the City and the Zone in the implementation of the TIRZ Plan and in the funding of the TIRZ Projects therein. Such assistance shall include the design, financing and construction of the Development. The responsibilities of the parties are set forth herein.

(b) Agreement to Reimburse Project Costs. The Development is subject to the terms of this Agreement, and the TIRZ shall reimburse the Developer for all amounts advanced for Project Costs in accordance with Section 4 hereof.

(c) Definitions

The following capitalized terms shall have the meanings provided below.

“Completion,” or “Complete,” as applied to each TIRZ Project, shall mean the point at which a TIRZ Project is available for its intended use as evidenced by a Certificate of Completion by the Developer’s engineer (such Certificate to be issued if the TIRZ Project was completed in accordance with the plans and specifications) and approved by the Public Works Department of the City.

“Interest” shall mean (i) for all Developer advances that are financed by City bonds, the rate on the City bonds sold to fund such advances, and (ii) for all Developer advances that are not financed by City bonds, the prime rate as published in the Wall Street Journal (but not to exceed 8%), with the rate for Developer advances for TIRZ Projects to be set on the date of initial expenditure.

“Net Tax Increment” shall mean the Tax Increment less amounts reasonably required or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve.

“Reimbursement Audit” shall mean a report prepared by the City calculating the reimbursement to a Developer for funds advanced for the design and construction of a particular TIRZ Project. A Notice of Completion must be filed with the City on or before the completion for the TIRZ Project. The purpose of a Notice of Completion is to allow the City to assess whether Developer completed all requirements of the Development as

defined in this Agreement. The Notice of Completion must include a final construction report in a form reasonably acceptable to the City that specifically outlines the total Costs expended or caused to be expended for improvements constructed as part of the Development, together with supporting invoices and other documents necessary to demonstrate that such amounts were actually paid, including, without limitation, final lien waivers signed by Developer's or an Affiliate's general contractor.

"Tax Increment Fund" or "TIF" shall mean the fund created by the City for the Zone, including any subaccount therein, into which all Tax Increments shall be deposited by the City or other participants.

"Tax Increment" shall mean the amount of property taxes collected each year by the City and any other taxing unit that participates in the Zone with property tax increments (to the extent of their participation) on the captured appraised value.

Section 4. Financing and Reimbursement of Project Costs

(a) Design and Construction of TIRZ Projects. The Developer agrees to pay or cause to be paid all costs necessary to design and construct the TIRZ Projects for the Development. Such payments are Project Costs and are eligible for reimbursement in accordance with the TIRZ Plan and this Agreement.

(b) Cost of Land Acquisition. The cost of land for sites for TIRZ Projects listed on Exhibit B is a Project Cost and is eligible for reimbursement. The amount that will be reimbursed for land will be determined by City's Finance Director based on a certified appraisal on the property provided by the Developer.

(c) Funding of Reimbursements.

(1) The Developer will be reimbursed by the City for any TIRZ Projects. City shall begin repaying the Developer for actual Project Costs as shown in the Reimbursement Audit, and shall continue such repayment until repaid in full, on the earliest date that funds are available from any of the following sources, and solely from such sources:

- (i) proceeds from the sale of City bonds, as set forth in subsection (2), and
- (ii) the Net Tax Increment, subject to the limitations set forth in subsection (3).

(2) As provided herein, the City shall issue one or more series of bonds at the earliest feasible date, which bonds will be secured by a pledge of the Tax Increment Fund. The net proceeds of the bonds shall be deposited into a special fund of the City and shall be used by the City to reimburse the Developer for the full amount (or such portion thereof as is deemed by the City as supportable by the TIRZ Projects as provided below) of eligible Project Costs, plus Interest. Such City bonds shall be sold within 120 days (or such other period as may be agreed by the parties) of a written request therefor from the Developer; provided that the Net Tax Increment (based upon the tax valuation of the Zone as certified or estimated by the Matagorda County

Appraisal District, or its successor) expected to be generated with respect to the Development is sufficient to support the applicable bonds bearing interest at the then-current rate of interest as determined by the City's Finance Director for comparable issues, after taking into account the portion of the Development's Net Tax Increment required to pay any outstanding City bonds, including City bonds issued to refund outstanding City bonds.

(3) In addition to the Developer's right to reimbursement from City bond proceeds, upon request from the Developer, the Zone shall reimburse the Developer for Project Costs, plus Interest, from Tax Increment accumulated in the Tax Increment Fund, attributable to the Development and available in accordance with the priorities described in the Priority of Reimbursement below.

(4) The Zone reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. Developer agrees that (i) it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the reimbursement, and (ii) the Developer agrees to sign such receipts and indemnities (regarding proper parties to receive payment) as are reasonably required by the City.

(d) Priority of Reimbursement and Multiple Developers.

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, the Parties agree that the Tax Increment generated within the Property in the Zone shall be applied in the following order of priority ("Priority of Reimbursement"):

- (i) Two and a half percent of the Tax Increment to pay City administrative expenses.
- (ii) City's costs associated with amending the TIRZ #2 boundaries and annexation of the Property into the City, in an amount not to exceed \$50,000.
- (iii) \$2,354,462.69 due to Bay City Community Development Corporation ("BCCDC") for public infrastructure improvements, including water, sewer, drainage, street and intersection improvements, pursuant to that certain Development Financing Agreement by and among the City, the Zone, and BCCDC, dated _____.
- (iv) Amounts pledged or required for the payment of outstanding City bonds, including City bonds in the process of issuance and refunding bonds.
- (v) Developer's Project Costs, pursuant to Section 4(c)(3) above.
- (vi) Any remaining funds after Developer's Project Costs are fully reimbursed pursuant to the terms of this Agreement (the "Available Funds") are available for commitment to future Developer projects.

In the event that the Zone enters into other agreements with developers of land within the Zone for the financing of TIRZ projects, it is the intention of the parties that each developer

shall be responsible for the creation of Tax Increment required for its own reimbursement. To the extent Developer constructs any projects or facilities in the TIRZ that benefit property in the TIRZ which is not Developer's Property, Developer may be reimbursed for expenses related to these facilities from the Tax Increment generated within the TIRZ, but outside the Property.

BOLD FOX TRACT
BAY CITY TIRZ NO. 2
ORDER OF MAGNITUDE PRELIMINARY COST ESTIMATE

COST SUMMARY						
	<u>WATER</u>	<u>SANITARY</u>	<u>DRAINAGE</u>	<u>ROAD</u>	<u>PARK</u>	<u>TOTAL</u>
1. Clearing, Grubbing, and Site Preparation of 80-Acres	\$4,800	\$9,300	\$9,900	\$29,000	\$0	\$53,000
2. Section One Utilities and Roads ⁽⁴⁾	\$171,000	\$333,400	\$350,600	\$1,045,000	\$0	\$1,900,000
3. Section Two Utilities and Roads ⁽⁴⁾	\$171,000	\$333,400	\$350,600	\$1,045,000	\$0	\$1,900,000
4. Section Three Utilities and Roads ⁽⁴⁾	\$229,400	\$447,300	\$470,300	\$1,403,000	\$0	\$2,550,000
5. Detention Basin Excavation and Outfall into Drainage Channel	\$0	\$0	\$656,000	\$0	100,000 ⁽⁵⁾	\$100,000
6. Drainage Channel Excavation and Outfall into Bucks Bayou	\$0	\$0	\$635,000	\$0	\$0	\$635,000
7. Highway 35 Traffic Signal	\$0	\$0	\$0	\$250,000	\$0	\$250,000
8. Highway 35 Left Turn Lane	\$0	\$0	\$0	\$250,000	\$0	\$250,000
9. Open Space, Park and Recreation Facilities	\$0	\$0	\$0	\$0	\$2,400,000	\$2,400,000
Sub-Total Construction Costs	\$576,200	\$1,123,400	\$2,472,400	\$4,022,000	\$2,500,000	\$10,038,000
Contingencies (10%)	\$58,100	\$112,800	\$247,800	\$402,000	\$250,000	\$1,005,200
Total Construction Costs	\$634,300	\$1,236,200	\$2,720,200	\$4,424,000	\$2,750,000	\$11,043,200
Engineering, Platting, Survey, Traffic Study, Construction Management, SWPPP, Geotechnical Services	\$348,000	\$695,000	\$1,439,000	\$2,598,000	\$0	\$5,080,000
TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE	\$982,300	\$1,931,200	\$6,130,200	\$7,022,000	\$2,750,000	\$18,094,200
COST PER ACRE	80	\$12,300	\$24,100	\$76,600	\$87,800	\$226,200

Notes:

1. Please see note section for additional notes and assumptions .
2. All estimated dollar amounts, rounded to nearest 100.
3. Engineering related fees are calculated as 5% of Clearing, Grubbing, and Site Preparation, Retaining Walls, 18% of Overall Developable Acreage Cost, Bridge and Culvert Crossings, Lake, Mitigation, Offsite Road Improvements, On-Site Collector Road, On-Site Major Thoroughfare (Half Blvd), On-Site Major Thoroughfare (Full Blvd), Traffic Signal, Left Turn Lane, Offsite Waterline Pro-rata share of, 16% of Detention, Mass Grading, Amenity, 11% of Lift Station, Water Treatment Plant, Wastewater Treatment Plant, 13% of Storm Water Pumped Station, Water Well, and 16% of contingencies.
4. Cost for Sections 1, 2, and 3 include the installation of all public water distribution lines, fire hydrants, water valves and appurtenances under the "WATER" designation; installation of all sanitary sewer pipe, manholes, and service leads under the "SANITARY" Designation; installation of all storm sewer pipes, manholes, and inlets under the "DRAINAGE" designation; and, excavation of roadways and installation of concrete pavement and curbs under the "ROAD" Designation.
5. Park costs associated with the Detention basin excavation (item 5) includes the excavation of the amenity portion (lake excavation) of the detention pond.

RESOLUTION~ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.



EXECUTIVE SUMMARY

CREATION OF PID – MADDOX DEVELOPMENT

BACKGROUND:

September 23, 2021- A petition for a public improvement district (PID) was signed by owners of said property.

September 28, 2021- The City Council called for a public hearing for the creation of a public improvement district (PID) under Chapter 372 of the Texas Local Government Code.

October 26, 2021- Public Hearing was held.

The resolution attached approves the creation of the PID and allows the developer to begin construction 20 days from the creation.

The developer agreement is anticipated to come back to City Council on January 11, 2022.

RECOMMENDATION: Staff recommends City Council approve the resolution as presented.

ATTACHMENTS: Resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bay City, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, the City received a petition from the owner of approximately 50 acres within the corporate limits of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit "A" and depicted in Exhibit "B" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on September 28, 2021, the City Council accepted the Petition and called a public hearing for October 26, 2021, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on October 6, 2021; and,

WHEREAS, on September 30, 2021, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on October 26, 2021; and

WHEREAS, on October 26, 2021 the City Council held such public hearing on the creation of the District and heard any comments or objection thereto;

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on October 26, 2021 hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") (i) design, construction and other allowed costs related to street and roadway improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to storm drainage improvements, (iii) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, construction and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the PID; (vi) payment of expenses incurred in the establishment, administration, and operation; and (vii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the PID and (viii) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$9,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (d) *Boundaries of the District.* Approximately 50 acres located in the East part of the City of Bay City between Hubbard Road and Old Van Vleck road, North of the intersection

of FM 457 and Highway 35A. A metes and bounds description is available from the City Secretary at Bay City City Hall, 1901 Fifth Street, Bay City, Texas 77414. The boundaries of the District are set forth in Exhibits “A” and “B” attached hereto.

- (e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.
- (g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That a Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED by the City Council of the City of Bay City, Texas, on the 21st day of December, 2021.

Mayor

ATTEST:

City Secretary

STATE OF TEXAS §

COUNTY OF MATAGORDA §

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

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A**Property Description****PROPERTY DESCRIPTION
49.71 ACRES**

STATE OF TEXAS }
COUNTY OF MATAGORDA }

All of that certain tract or parcel containing 49.71 acres situated in the I. & G. N. R. R. Company Survey, Abstract No. 270 and in the I. & G. N. R. R. Company Survey, Abstract No. 271 of Matagorda County, Texas and being a part of the same property described as 40.40 acres in Deed dated February 20, 1937 from Amalia Teresa Meschkat to A. Uher, recorded in Volume 116, Page 516 of the Deed Records of Matagorda County, Texas and a part of the same property described as 5.06 acres in Deed dated June 14, 1937 from Gulf Coast Water Company to A. Uher, recorded in Volume 120, Page 402 of the Deed Records of Matagorda County, Texas and a part of the same property described as 28.88662 acres in Deed dated April 10, 1950 from G. A. Bailey and Myrtle Bailey to A. Uher, recorded in Volume 214, Page 28 of the Deed Records of Matagorda County, Texas. This 49.71 acres is more particularly described by moles and bounds as follows:

BEGINNING at an existing 1/2 inch iron rod (N=13,555,407.98; E=2,946,942.49) located in the West line of Old Van Vleet Road and at the Southeast corner of a 0.72 acre tract described in Deed recorded in File No. 20173019 of the Official Records of Matagorda County, Texas for the Northeast corner of this 49.71 acres being described;

THENCE South 03° 17' 50" East, with the West line of Old Van Vleet Road a distance of 393.86 feet to an existing fence corner post located at the Northeast corner of a 1.0 acre tract described in Deed recorded in File No. 112151 of the Official Records of Matagorda County, Texas and at the Southeast corner of a 20 Foot Wide Utility Easement described in Deed recorded in File No. 20176742 of the Official Records of Matagorda County, Texas for East corner of this 49.71 acres being described;

THENCE South 86° 25' 58" West [deed call = South 86° 28' 30" West] crossing a portion of the said 28.88662 acre tract with the North line of the said 1.0 acre tract and the South line of the said Utility Easement, a distance of 295.31 feet [deed call = 295.40 feet] to an existing 1/2 inch iron rod located in the East line of an 8.214 acre tract described in Deed recorded in File No. 20176743 of the Official Records of Matagorda County, Texas and at the Northwest corner of the said 1.0 acre tract and at the Southwest corner of the said Utility Easement for a corner of this 49.71 acres being described;

THENCE North 03° 20' 12" West [deed call = South 03° 19' 40" East], crossing a part of the said 28.88662 acre tract with the East line of the said 8.214 acre tract, a distance of 154.80 feet [deed call = 155.10 feet] to a 5/8 inch iron rod with plastic cap set at the Northeast corner of the said 8.214 acre tract for an interior corner of this 49.71 acres being described;

Page One

8735-001 PJ

**PROPERTY DESCRIPTION
49.71 ACRES**

(continued)

THENCE South 86° 39' 48" West [deed call = North 86° 40' 20" East], crossing a portion of the said 28.68862 acre tract with the North line of the said 8.214 acre tract, a distance of 501.45 feet [deed call = 501.45 feet] to a 5/8 inch iron rod with plastic cap set at the Northwest corner of the said 8.214 acre tract for an interior corner of this 49.71 acres being described;

THENCE South 03° 20' 12" East [deed call = South 03° 19' 40" East], crossing a portion of the said 28.68862 acre tract with the West line of the said 8.214 acre tract, a distance of 424.23 feet [deed call = 424.31 feet] to an existing 1/2 inch iron rod located in the North line of a 13.7228 acre tract described in Deed recorded in File No. 20185002 of the Official Records of Matagorda County, Texas and at a corner of the said 8.214 acre tract for a corner of this 49.71 acres being described;

THENCE North 88° 50' 06" West [deed call = South 88° 50' 30" East], crossing a portion of the said 28.68862 acre tract and a portion of the above referenced 40.40 acre tract, with the North line of the said 13.7228 acre tract, a distance of 839.55 feet to an existing fence corner post located at the Northwest corner of the said 13.7228 acre tract for an interior corner of this 49.71 acres being described;

THENCE South 01° 06' 18" West [deed call = North 01° 09' 30" East], crossing a portion of the said 40.40 acre tract with the West line of the said 13.7228 acre tract and the West line of a 26,216 Square Foot tract described in Deed recorded in File No. 20206482 of the Official Records of Matagorda County, Texas, a distance of 850.02 feet to an existing 1/2 inch iron rod located in the North line of State Highway No. 35 and at the Southwest corner of the said 26,216 Square Foot tract for the Southeast corner of this 49.71 acres being described;

THENCE North 86° 14' 09" West, with the North line of State Highway No. 35, a distance of 181.42 feet to an existing 1/2 inch iron rod located at the East corner of a 0.84 acre tract described in Deed recorded in File No. 104270 of the Official Records of Matagorda County, Texas for the lower Southwest corner of this 49.71 acres being described;

THENCE North 36° 39' 10" West [deed call = South 33° 35' East], with the Northeast line of the said 0.84 acre tract and the Northeast line of the above referenced 5.09 acre tract and the Southwest line of the said 40.40 acre tract, a distance of 262.05 feet [deed call = 263.16 feet] to an existing 5/8 inch iron rod located at the Northeast corner of the said 0.84 acre tract for an interior corner of this 49.71 acres being described;

THENCE North 86° 18' 07" West [deed call = South 83° 00' East], crossing the said 5.09 acre tract with the North line of the said 0.84 acre tract, a distance of 184.42 feet [deed call = 184.4 feet] to an existing 5/8 inch iron rod located in the East line of the James Svadlik Subdivision relative to the plat recorded in Volume 2, Page 44 of the Plat Records of Matagorda County, Texas and in the West line of the said 5.09 acre tract and at the Northwest corner of the said 0.84 acre tract for the upper Southwest corner of this 49.71 acres being described;

Page Two

8735-381 PD

Exhibit A

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**PROPERTY DESCRIPTION
49.71 ACRES**

(continued)

THENCE North 36° 52' 07" West (plat call = South 34° 30' East), with the Northeast line of the said subdivision and the West line of the said 5.09 acre tract, a distance of 1524.89 feet to an existing 1/2 inch iron rod located at the North corner of the said subdivision and at the Southwest corner of Birkner's Addition to the City of Bay City relative to the plat recorded in Volume 2, Page 85 of the Plat Records of Matagorda County, Texas and at the West corner of the said 5.09 acre tract for the West corner of this 49.71 acres being described;

THENCE North 54° 34' 44" East (plat call = South 56° 17' West), with an interior line of the said Birkner's Addition and the Northwest line of the said 5.09 acre tract, a distance of 94.27 to an existing 1/2 inch iron rod located at an interior corner of the said Birkner's Addition and at a corner of the said 5.09 acre tract for the Northwest corner of this 49.71 acres being described;

THENCE South 66° 47' 48" East (plat call = North 66° 04' West), with an interior line of the said Birkner's addition and the South line of a 10.00 acre tract described in Deed recorded in File No. 20151699 of the Official Records of Matagorda County, Texas and the South line of A. L. L. Subdivision relative to the plat recorded in Sills 351B-352A of the Plat Records of Matagorda County, Texas and the South line of Sander's and Ray Addition to the City of Bay City relative to the plat recorded in Volume 3, Page 34 of the Matagorda County Plat Records and the South line of the said 0.72 acre tract and with the North line of the said 5.09 acre tract and with the North line of the said 40.40 acre tract and with the North line of the said 28.68622 acre tract, a distance of 2953.16 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 49.71 acres.

The bearings and coordinates recited herein are Texas State Plane South Central Zone NAD'83 Grid based on RTK Network Base HAPB_0219. This Property description and a plat were prepared from a survey made on the ground under my direction on October 19, 2020.


G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



Page Three

8735-C01 PD

EXHIBIT B

Property Depiction

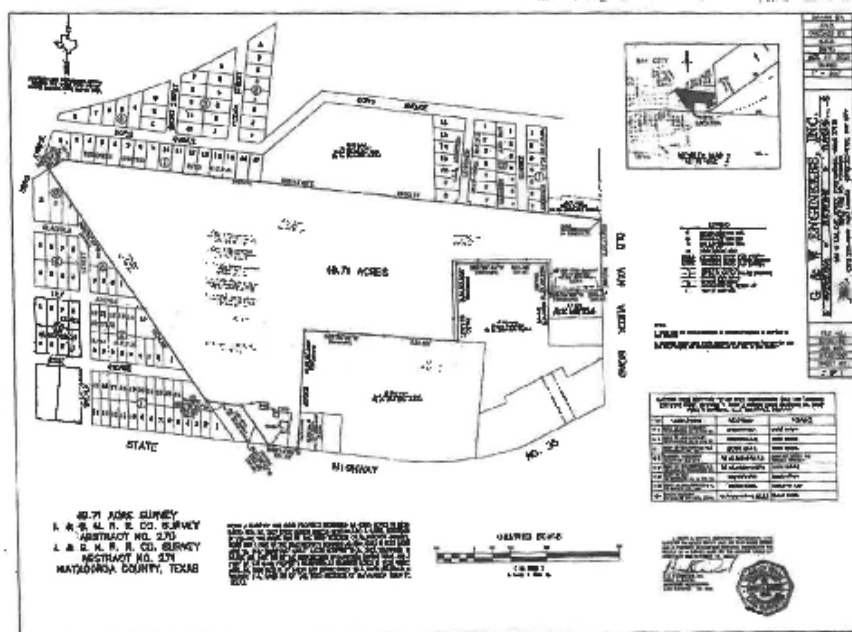


Exhibit A

#80G-4826.1

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, AMENDING ORDINANCE NO. 1649, BY AMENDING THE EMPLOYEE GUIDELINES FOR CITY EMPLOYEES; PROVIDING FOR PUBLICATION OF AMENDED EMPLOYEE GUIDELINES; PROVIDING FOR A CUMULATIVE AND CONFLICT CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current edition of the City of Bay City Employee Guidelines for City Employees (hereinafter “Employee Guidelines”) was adopted on December 1, 2020, by passage of Ordinance No. 1657; and

WHEREAS, the Council finds it appropriate to revise the Employee Guidelines:

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

I. EMPLOYEE GUIDELINES AMENDED

The Employee Guidelines adopted on December 1, 2020, by passage of Ordinance No. 1657 is hereby amended by replacing same in its entirety with the language set out in Exhibit “A” attached hereto and incorporated herein for all purposes.

II. PUBLICATION

The Director of Human Resources is hereby authorized and directed to revise the publication of the “City of Bay City Employee Guidelines for City Employees” to reflect the revisions adopted herein.

III. CUMULATIVE & CONFLICTS

This Ordinance shall be cumulative of all provisions of Ordinances of the City of Bay City, Texas, except where the provisions of the Ordinances 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.

**IV.
SEVERABILITY**

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

**V.
EFFECTIVE DATE**

This Ordinance shall become effective immediately upon passage.

PASSED AND APPROVED on this the 7th day of December 2021.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Floyce Brown	_____	_____	_____
James Folse	_____	_____	_____
Jason Childers	_____	_____	_____
Becca Sitz	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Robert K. Nelson	_____	_____	_____

 Robert K. Nelson, Mayor,
 City of Bay City

ATTEST:

 Jeanna Thompson
 City Secretary

APPROVED AS TO FORM:

 Anne Marie Odefey, City Attorney

EXHIBIT “A”
EMPLOYEE GUIDELINES AS ADOPTED



Personnel Policy Amendments

MINOR AMENDMENTS:

1. Page I, Notice to Employees
 - a. Updated verbiage
2. Page 3, Section 1.8 – Equal Employment Opportunity – General
 - a. Expanded the types of discrimination.
3. Page 7, Section 1.9.8 – Employees Acknowledge Receipt of Policy
 - a. Deleted section.
 - i. This is covered in the written form during new hire orientation.
4. Page 8, Section 1.10 – Persons with Disabilities
 - a. Deleted last paragraph. It is covered in subsection 1.10.3.
5. Page 9, Section 1.10.3 – Request for Accommodations
 - a. Added a clarifying paragraph
6. Page 16 and 17, Section 2.4.1 – Guidelines
 - a. Added language “or as soon as you are made aware” to the sentence. Currently states 72 hour notices, but sometimes notice is less than that.
 - b. Added the words “with or” in relation to an employee submitting doctor’s release that may have limitations.
7. Page 31, Section 2.13.4 – Employee Social Media
 - a. #7 added the language, “and/or unless it is a part of promotional campaign or City employee event. (i.e. Customer Service Week)
8. Page 44, Section 4.1 – Categories of Employment
 - a. Removed direct deposit and an item temporary and seasonal employees were ineligible for.
9. Page 45, Section 4.2 – Introductory Period
 - a. Removed the words, “if budgeted and recommended” and replaced with wording that states it must be identified on the appropriate new hire form.
10. Page 47, Section 5.1.3 – Deductions
 - a. Clarified #3 by adding that TMRS is mandatory for regular full-time employees.
11. Page 51, Section 5.6 – Call-Back Pay
 - a. Updated the reference section number to 6.8.
12. Page 68 – Section 7.7 – Leave Time
 - a. Remove Section. It only prefaces that the leave policy is the next section.
13. Page 72, Section 8.4 – Holidays
 - a. Added the Council approved holiday, Juneteeth.
 - b. Updated the reference section on #1 to 6.8.
 - c. Updated the number of holidays referenced in #5

MAJOR AMENDMENTS

1. Pages 15 and 16, Section 2.2 – Professional Appearance
 - a. Removed language from #1, “or a City polo or shirt is acceptable.”
 - b. Removed language from #4a and b, “No t-shirts.”
 - c. Removed language from #5a, “that have a back or strap.”
 - d. Removed and replaced language on #5e with “in-between the toe flip flop shoes.”
2. Page 46, Section 5.1.2 – Paychecks.
 - a. Modifying the entire section to be reflective of the City’s push to use less paper and more current.
 - i. Employees would be required to go direct deposit and have their direct deposit stub go to their email.
 - ii. We started this push because there were a number of outstanding uncashed checks. It was becoming cumbersome to track down payee and/or ask the payee to cash it or we reissue it.
3. Page 49, Section 5.2 – Promotions
 - a. Increased the pay increase percentage from 5% to 8%.
4. Page 64, Section 6.11.5 – Compensation During Emergency
 - a. Added language that spells out the City will not compensate employees to sleep during a designated emergency period.
5. Page 70, Section 8.3 – Vacation Leave
 - a. Reduce the length of time an employee must be employed before being eligible for vacation.
 - i. Our effort to assist in recruitment and to be more in line with other municipalities.
6. Page 108, Section 11.7.1 – Car Allowance
 - a. Adding this section.
 - i. Currently the City does not have a formal policy addressing car allowance.



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

EXHIBIT K**Settlement Participation Form**

Governmental Entity: City of Bay City	State: TX
Authorized Official: Shawna Burkhart	
Address 1: 1901 Fifth Street	
Address 2:	
City, State, Zip: Bay City, TX 77414	
Phone: 979-245-2137	
Email: sburkhart@cityofbaycity.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

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

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

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

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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

Signature: _____

Name: Shawna Burkhart

Title: City Manager

Date: 12/21/2021

EXHIBIT K**Subdivision Settlement Participation Form**

Governmental Entity: City of Bay City	State: TX
Authorized Official: Shawna Burkhart, City Manager	
Address 1: 1901 Fifth Street	
Address 2:	
City, State, Zip: Bay City, Texas 77414	
Phone: 979-245-2137	
Email: sburkhart@cityofbaycity.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

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

Signature: _____

Name: Shawna Burkhart

Title: City Manager

Date: 12/21/2021

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

- segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.
7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
 8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
 9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

- from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

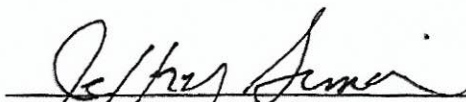


KENNETH PAXTON, JR.
ATTORNEY GENERAL

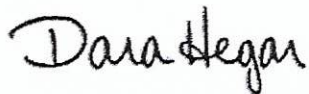
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



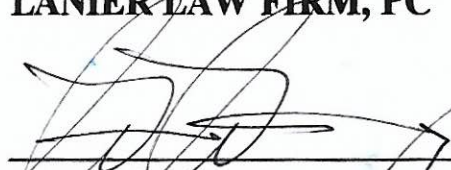
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. *Operation and Expenses*

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

December 13, 2021

Mr. Barry Calhoun
City of Bay City
1217 Avenue J
Bay City, Texas 77414

Re: Proposed Storm Sewer Improvements, Hamman Road Phase 1B & 2
Holly Lane from Belegarde Drive to Hamman Road, Hamman Road from Holly Lane to the Apartment Complex, and Hamman Road Between Chateaux Drive and Cottonwood Creek
Bay City, Texas

Dear Mr. Calhoun:

We appreciate the opportunity to present this proposal for the site civil engineering and surveying services in connection with the above referenced project.

Project Understanding

We understand that the City intends to alleviate sheet flow flooding in the area south of Hamman Road, between Holly Lane and Cottonwood Creek. Due to budget constraints, this will be done in multiple phases to attenuate flooding during smaller storm events to try and bring some relief to the area. Phase 1B will include construction of a new storm sewer and inlets from Chateaux Drive to Cottonwood Creek along Hamman Road. Phase 2 will include construction of a new storm sewer and inlets from Belegarde Drive to Hamman Road along Holly Lane and from Holly Lane to the apartment complex along Hamman Road. Based on our understanding of your project, the review and approval process, and the site characteristics, we prepared the following Scope of Services and fee proposal for your consideration.

Scope of Services & Proposed Fee

Based on our understanding of your project, the review and approval process, and site characteristics, we have prepared the following scope of services and fee proposal for your consideration.

I. Surveying Services

- A. Topographic Survey** – We will perform an on-the-ground topographic survey to establish existing ground elevations and locate visible improvements. Vertical control will be based on the NAVD 88 datum. Using the survey data, we will prepare a topographic map of the property showing elevation and improvements within the ROW. We will prepare metes and bounds and an exhibit for an apartment complex easement that will be needed for the project.

Lump Sum = \$24,000.00

II. Engineering Services

- A. Design Services** – Engineering services include a design package for submittal to the City of Bay City for approval. Our services include preparation of construction drawings and specifications for the inlet, storm sewer and pavement replacement.

Lump Sum = \$64,000.00

- B. Bidding Services** – Bidding services include preparation of bidding documents, engineer's estimate and invitation to bid. JC will place bidding documents on CIVCAST and provide an invitation to the City Secretary for placement in the newspaper. JC will attend a pre-bid, bid opening, and prepare a recommendation of award for the City.

Lump Sum = \$11,000.00

- C. Construction Management Services** – Construction phase services for this project include submittal reviews, pay estimate reviews, periodic (3 times a week) inspections, final inspection and punch list preparation.

Lump Sum = \$18,000.00

Schedule

Once authorized to commence work on the project we have the following comments:

- The topographic survey will be completed approximately three (3) weeks after receiving authorization to proceed.
- The engineering design will be completed approximately eight (8) weeks after the topographic survey is complete.
- The bidding and construction phase of this project are dependent on easement acquisition by the City.

Special Considerations

1. JC shall perform the above scope based on a geotechnical study furnished by the Client sufficient for the pavement and utility design for the project including a written report of findings. If requested, JC can forward a list of several firms we worked with in the past that provide these services.
2. JC shall not be involved in the construction phase of the project except to the extent necessary to interpret the intent of the plans via telephone, mail, or fax. Construction phase services, including pay estimates, site visits, or other services desired by the Client, may be provided by JC on an hourly basis as an additional service to this contract.
3. Any review, platting, or permit fees associated with the project shall be paid by the Client, or if paid by JC, shall be considered a reimbursable expense, not included in any lump sum or not-to-exceed fees proposed.

Mr. Barry Calhoun
Page 3
December 13, 2021

4. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
5. Reimbursable expenses, including outside services not performed by JC personnel, shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
6. This proposal shall be subject to the enclosed General Conditions of Agreement.
7. City staff will be responsible for registering and submitting the project to the Texas Department of Licensing and Regulation (TDLR) for the required Texas Accessibility Standards (TAS) review. If required to submit on behalf of the City, JC will have to register and submit the project as required by law. Our fee for this service will be an additional \$1,500 lump sum plus TDLR Registration, review and inspection fees.
8. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
9. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please email a copy to our office. Should you have any questions, please call.

Sincerely,



Matthew B. Breazeale, PE
Vice President
Business Development

BTG/mbb

K:\R0017\R0017-0900-19 2019 General Consultation (Bay City)\Correspondence\Proposals\Hamman Road Phase 1B Proposal.docx
Enclosures

APPROVED AND ACCEPTED BY:

Signature

Name and Title (Printed)

Date

**GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.**

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the Invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIABILITY LIMITATION

The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to abide by its Standard of Care.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 60
CAD Operator II	\$ 85
CAD Operator III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Certified Photogrammetrist	\$140
Remote Pilot I	\$ 85
Remote Pilot II	\$115
Remote Pilot III	\$150
Visual Observer	\$ 85
LiDAR Tech	\$ 95
Aerial Tech	\$ 80
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100

Mr. Brian Otto
Page 2
November 17, 2020

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2020

Subject to Annual Revision in January 2021

1. Reproduction performed in office

Size	Black & White	Color
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
Large Document Prints/Plots Bond	Black & White	Color
Photographic Bond Mylar (4 mil)	\$0.20/sq ft	\$ 1.00/sq ft
	\$4.00/sq ft	\$ 5.00/sq ft
	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2020
Standard

GENERAL CONDITIONS OF AGREEMENT

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

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SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

**PRELIMINARY COST ESTIMATE
FOR CONSTRUCTION OF
HAMMAN ROAD DRAINAGE IMPROVEMENTS PHASE 1B REVISED
FOR
CITY OF BAY CITY
Dec-21**

Item No.	Description	Unit	Quantity	Unit Price	Total ⁽¹⁾
1.	Move-in and Set-up, including Bonds and Insurance	L.S.	1	\$ 40,000	\$ 40,000
Paving Items					
2.	Removal and replacement of ADA Compliant Ramp	Ea.	2	\$ 3,000	\$ 6,000
3.	Removal and Replacement of Asphalt Pavement	S.Y.	745	\$ 260	\$ 193,700
4.	Removal and Replacement of Concrete Sidewalk	S.Y.	305	\$ 75	\$ 22,900
Subtotal Paving Items					\$ 222,600
Storm Sewer Items					
5.	Removal of Existing 18-inch Storm Sewer	L.F.	410	\$ 20	\$ 9,000
6.	Removal of Existing 36-inch Storm Sewer	L.F.	580	\$ 20	\$ 12,000
7.	Removal of Existing Inlet	Ea.	3	\$ 1,500	\$ 5,000
8.	Removal of Existing Manhole	Ea.	1	\$ 1,500	\$ 2,000
9.	Regrade ditch	L.F.	400	\$ 50	\$ 20,000
10.	Installation of 48" RCP Storm Sewer via Open Cut	L.F.	580	\$ 250	\$ 145,000
11.	Installation of 36" RCP Storm Sewer via Open Cut	L.F.	410	\$ 200	\$ 82,000
12.	Installation of 24" RCP Storm Sewer via Open Cut	L.F.	630	\$ 160	\$ 100,800
13.	Trench Safety System	L.F.	1,620	\$ 2	\$ 3,300
14.	Installation of an H-2 Inlet	Ea.	5	\$ 6,000	\$ 30,000
15.	Installation of E Inlet	Ea.	2	\$ 6,000	\$ 12,000
16.	Installation of Storm Outfall Structure	Ea.	1	\$ 6,000	\$ 6,000
17.	Installation of Storm Manhole	Ea.	3	\$ 7,000	\$ 21,000
Subtotal Storm Sewer Items					\$ 448,100
Misc.					
18.	Site Preparation	L.S.	1	\$ 10,000	\$ 10,000
19.	Site Restoration (Grading, Replacement of Fences, etc.)	L.S.	1	\$ 10,000	\$ 10,000
20.	Traffic Control	L.S.	1	\$ 10,000	\$ 10,000
21.	Storm Water Pollution Prevention Plan	L.S.	1	\$ 4,000	\$ 4,000
Subtotal Misc Items					\$ 34,000
Subtotal All Items					\$ 744,700
Contingencies (15%)					\$ 112,000
Surveying					\$ 12,000
Engineering (11%)					\$ 95,000
TOTAL					\$ 963,700 ⁽²⁾

NOTES :

This Document is Released for the Purpose of:
General Financial Planning
 It is Preliminary in Nature and not to be Used for Feasibility



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

ITEM #9.

AGENDA ITEM SUBMISSION FORM

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

☐ Citizen

☒ City Staff

☐ Council Member

Requestor Name: Alyssa Dibbern

Date Submitted: 12/10/2021

Position Title (If City Staff): Engineering Tech

Council Meeting Date: 12/21/2021

Type of Agenda Item:

☒ Consent Agenda ☐ Presentation

☐ Public Hearing ☐ Executive Session

☒ Regular Item for Discussion

Agenda Wording:

Executive

Discuss, consider, and select administration/management service provider(s) to complete application and project implementation for the CDBG-CV (CRP) funding administered by the Texas Department of Housing and Community Affairs.

Public facility structures can be modified or constructed with these funds to prevent the transmission of the coronavirus and allow for adequate social distancing or remote access. The minimum funding request per Public Service project is \$300,000, the minimum funding request per Public Facilities project is \$500,000, and the maximum funding request per Applicant is \$5,000,000.

We advertised for Requests for Proposals (RFPs) in the paper twice: November 24, 2021 & December 1, 2021; after sending out the RFPs to 12 different administrative service providers, we only received two applicants: GrantWorks and Traylor & Associates.

Deadline for submission of grant application is 5pm CST, January 19, 2022.

Summary of Item:

FINANCIAL IMPLICATIONS: There is no match requirement.

RECOMMENDATION: Scoring Committee will make a recommendation at the City Council meeting to award administrative services.

ATTACHMENTS: Resolution

RESOLUTION

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT – CORONA VIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP).

WHEREAS, participation in CDBG-CV (CRP) program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the TDHCA requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That _____ is selected to assist with application preparation and provide project-related administration and management services for CDBG-CV (CRP) program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON DECEMBER 21, 2021.

APPROVED:

Robert K. Nelson, Mayor

ATTEST:

Jeanna Thompson, City Secretary



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

AGENDA ITEM SUBMISSION FORM

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

☐ Citizen

☒ City Staff

☐ Council Member

Requestor Name: Alyssa Dibbern

Date Submitted: 12/10/2021

Position Title (If City Staff): Engineering Tech

Council Meeting Date: 12/21/2021

Type of Agenda Item:

☐ Consent Agenda ☐ Presentation

☐ Public Hearing ☐ Executive Session

☒ Regular Item for Discussion

Agenda Wording:

Discuss, consider, and select engineering/architecture service provider(s) to complete engineering/architecture services for the CDBG-CV (CRP) funding administered by the Texas Department of Housing and Community Affairs.

Executive Summary of Item:

The EAC has been using a city building since 1990 (address: 904 Whitson St. Bay City, Tx 77414). Since then, the building as deteriorated and the organization has outgrown the establishment. On October 1, 2021, TDHCD released funding in CDBG- CARES Act for the Community Resiliency Program (CRP). We believe that this building and organization makes the perfect candidate for the funding program.

As per requirements of the program, we advertised for Requests for Qualifications (RFQs) in the paper twice: November 24, 2021 & December 1, 2021; after sending out the RFQs to 13 different engineering/architecture/surveyor service providers, we only received one applicant: Ziegler Cooper.

FINANCIAL IMPLICATIONS: There is no match requirement.

IMPACT ON COMMUNITY SUSTAINABILITY: The funds can be used to either rehabilitate/renovate the current building or have a new build to accommodate for the Economic Action Committee's growing efforts and abilities.

RECOMMENDATION: Award Ziegler Cooper

ATTACHMENTS: Resolution

RESOLUTION

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT – CORONA VIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP).

WHEREAS, participation in CDBG-CV (CRP) program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with the TDHCA requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That _____ is selected to assist with application preparation and provide project-related engineering/architecture services for CDBG-CV (CRP) program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON DECEMBER 21, 2021.

APPROVED:

Robert K. Nelson, Mayor

ATTEST:

Jeanna Thompson, City Secretary

**~DISCUSS, CONSIDER AND/OR APPROVE THE CHANGE ORDER AS
REQUESTED BY RAMSTONE CONSTRUCTION FOR THE ECONOMIC
ACTION COMMITTEE'S BUILDING REPAIRS**



EXECUTIVE SUMMARY- EAC Building Repairs

BACKGROUND:

On April 27, 2021, Kristie Pustejovsky addressed Council regarding the condition of the City building that serves the City and County Senior Citizens. There was also discussion of donating the building so EAC could apply for grants. No action was taken.

On May 11, 2021 the City Council approved up to \$40,000 for Interior Improvements.

The City is actively applying for a grant to reconstruct this building and possibly expand outdoor space.

FINANCIAL IMPLICATIONS: General Fund \$5,800

ATTACHMENTS: Contract, Change Order



Owner Invoice

Job Information

Owner (Economic Action Committee)
Bay City, TX 77414

Invoice Title: Change Order #1

Invoice ID: 1001

Invoice Amount: \$5,800.00
Amount Paid: \$0.00

Unreleased

Description of Invoice

Women's Bathroom Additional Work

- Busted Concrete & Re-Plumbed Floor Drain
- Demoed & Re-Plumbed All Waterlines In the Walls
- Replaced 50% Metal Studs (Rust Comprimised)
- Installed New Sheetrock on 50% of the Walls
- Tape, Float, & Painting of All Replaced Walls
- Repaired Drop Ceiling Tiles

Deadline Date:
Balance Due: \$5,800.00



CONTRACT BETWEEN THE CITY OF BAY CITY AND CONTRACTOR

Owner: City of Bay City

Address: 1901 5th Street, Bay City, TX 77414

Contractor: Ramstone Construction
Address: 2724 Encino Avenue, Bay City, TX 77414

Project No: ⁰⁵³⁸
 21-~~XXXX~~ – Purchase Order Number

Project Title: EAC- Interior Rehab
Project Location: 904 Whitson, Bay City, TX 77414

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1 WORK OF THIS CONTRACT

The Contractor shall execute the Work in accordance with the provisions of this Contract and all Exhibits and Attachments incorporated herein (collectively referred to as the “Contract Documents”), except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the City’s Work Order. More than one Work Order may be issued at any time under the Contract or no Work Orders may be issued under the Contract.

ARTICLE 2 CONTRACT TERM AND CONTRACT TIME

2.1 This Contract shall commence subsequent to award by the City Council. The Contractor is obligated to commence work immediately after receiving notice to proceed, but not before, and will complete the work within sixty (60) calendar days (the “Contract Time”).

2.2 The date of commencement of the Work is the date from which the Contract Time is measured, shall be established by the Notice to Proceed to be provided by the City (the “Commencement Date”).

2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.

ARTICLE 3 THE CONTRACT PRICE

3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.

3.2 The contract amount is FORTY THOUSAND AND 00/100 (\$40,000.00) DOLLARS. Any other provision of this Contract to the contrary notwithstanding the City shall never be obligated to pay any money by, though, or under this Contract, which exceeds this amount, unless otherwise provided by act of City Council.

3.3 The Contract Price for those items of work listed in **Exhibit "A"**, herein, is subject to readjustment due to variations in quantities of units of work actually incorporated in the work to be completed as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

4.1 The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

4.2 As security for the faithful completion of the Improvements, Contractor and City agree that City may retain five (5%) percent of the total dollar amount of the Contract price until after final approval or acceptance of the Improvements by City. City shall thereafter pay Contractor the retainage, only after Contractor has furnished to the City satisfactory evidence that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in performance of the work have been paid or otherwise satisfied.

4.3 Contractor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on the Improvements. Upon completion and approval or acceptance of the Improvements by City, the Improvements shall become the property of City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Improvements, or land dedicated to the City, to which they are affixed, Contractor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.

ARTICLE 5 SCOPE OF SERVICES

5.1 The Contractor shall furnish all materials, labor, equipment, tools, supplies, and/or services to furnish the Work as described in **Exhibit "A"**, and shall carry out all obligations, duties, and responsibilities imposed on Contractor by the Contract Documents. Contractor shall include everything requisite and necessary to complete the entire Work properly, notwithstanding that every item necessarily involved may not be specifically mentioned. Details which are not indicated by the Specifications and Drawings shall be provided by the Contractor at no extra cost, if such details are necessary to complete the general intent of the Contract or Contract Documents. Contractor shall not be relieved of any obligations or responsibilities with respect to the Work except by City's written consent.

5.2 The Contractor shall have the sole responsibility to satisfy itself concerning the nature and location of the Work, the Site, and the general and local conditions, including but not limited to, the following:

- (a) Transportation, access, disposal, handling and storage of materials;
- (b) Availability and quality of labor, water, electric power and road conditions;
- (c) Climatic conditions and seasons;
- (d) Physical conditions at the Site and the Project as a whole;
- (e) Topography, subsurface and ground surface conditions; and
- (f) Construction equipment and facilities needed preliminary to and during the performance of Contractor's Work.

5.2.1 The failure of Contractor to acquaint itself with any applicable conditions will not relieve Contractor of the responsibility for properly estimating the difficulties or for the cost of successfully performing Contractor's obligations in the time and manner provided under the Contract Documents.

5.3 The Contractor shall at all times keep the Site and surrounding area clean and free from rubbish caused by Contractor's operations. Prior to completing its Work in an area, the Contractor shall remove all accumulated rubbish and Contractor's equipment, tools, machinery and materials. The Contractor shall dispose of all rubbish at a site and by the means designated at the sole discretion of Contractor in a manner that is in compliance with all Laws.

5.4 Unless otherwise stated, all specifications listed are minimum requirements; respondents are requested to submit corrective action alternatives to any and all other deficiencies not included within this basic scope of services.

5.5 The Contractor, its officers, agents, employees, contractors and subcontractors shall abide by and comply with all laws (certifications), federal, state, and local. It is agreed and understood that, if the City calls attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors and subcontractors, and then the Contractor shall immediately cease from and correct such violation.

ARTICLE 6 INSURANCE

6.1 All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents.

6.2 Contractor shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided for in **Exhibit "B"**, the provisions of which are expressly incorporated herein by reference.

ARTICLE 7 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND REPRESENTATIVES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, OR ACTIONS ARISING FROM OR BASED UPON ANY ACTS ON THE PART OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES WHICH MAY ARISE OUT OF OR RESULT FROM CONTRACTOR'S OPERATIONS UNDER THIS CONTRACT, REGARDLESS OF WHETHER SUCH INJURIES DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR HEREIN IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

THIS INDEMNITY PROVISION EXTENDS TO ANY AND ALL SUCH CLAIMS, SUITS, DAMAGES OR ACTIONS REGARDLESS OF THE TYPE OF RELIEF SOUGHT THEREBY AND WHETHER SUCH RELIEF IS IN THE FORM OF DAMAGES, JUDGMENTS, COSTS, REASONABLE ATTORNEY FEES AND EXPENSES. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED AND WHETHER SUCH CLAIMS ARE ALLEGED AT COMMON LAW, STATUTORY OR CONSTITUTIONAL. THIS INDEMNITY PROVISION, SHALL APPLY WHETHER THE BASIS FOR THE CLAIM, SUIT OR DEMAND BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE CONTRACTOR, OR ANY OF ITS AGENTS, REPRESENTATIVES OR EMPLOYEES.

ARTICLE 8 PAYMENT AND PERFORMANCE BONDS

8.1 A payment bond will be required for all contracts equal to or over \$50,000. A performance bond will be required for all contracts equal to or over \$100,000. Contractor agrees to secure, prior to commencing any activities under this Agreement, payment and performance bonds in the amount of 100% of the contract amount from a surety authorized to transact business in the State of Texas in accordance with Texas Government Code §2253.021.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The basis for this Contract is this document executed between the City of Bay City and Contractor. To the extent there are other Contract Documents upon which the City relies for the purpose of selecting the Contractor and executing this Contract, except for Work Orders and modifications issued after execution of this Contract, said Contract Documents are enumerated under this Article and incorporated by reference as follows:

9.1.1 Contractor's Proposal for Interior Rehabilitation at the following City location:

Economic Actin Committee located at 904 Whitson Street, Bay City, TX
77414

ARTICLE 10 SAFETY

10.1 Contractor shall perform the Work at all times in a safe and prudent manner, and shall seek to avoid bodily injury as well as loss or damage to property, by taking reasonable steps to protect:

- (a) Contractor's employees and other persons at the Site;
- (b) Materials stored at the Site or at off-site locations; and
- (c) All property and structures located at the Site, whether or not involved in the Work.

10.2 Contractor shall continuously and diligently inspect all Work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall develop, adopt, implement and enforce, with respect to Contractor's Work at the Site, comprehensive safety policies and programs which, at a minimum, comply with all Laws and safety requirements outlined by the Occupational Safety & Health Administration (OSHA).

ARTICLE 11 SUCCESSORS AND ASSIGNS

This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without CITY's prior written consent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 **SUBCONTRACTING.** No part of the work performed under the contract will be subcontracted or assigned to another firm without prior written consent by the City. The Contractor must furnish the names, qualifications, and experience of the proposed subcontractor(s). The primary contractor will remain completely responsible for all services performed and shall assure compliance with all requirements of the contract.

12.2 **TAXES:** The City of Bay City is exempt from Texas State sales tax and Federal excise taxes and will issue exemption certificates upon request.

12.3 **TERM OF CONTRACT:** This Contract shall commence subsequent to award by the City. The Contractor is obligated to commence work immediately after receiving notice to proceed and will complete the work within **60** calendar days.

12.4 **TERMINATION OF CONTRACT:** The Contract may be canceled by the City of Bay City by written notice – thirty (30) days prior to termination.

12.4.1 TERMINATION FOR CAUSE: If Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, conditions, contracts, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, which shall be at least thirty (30) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished Work performed by Contractor pursuant to this Contract shall, at the option of the City, be turned over to the City and become property of the City.

In the event of Termination for Cause, Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

12.4.2 TERMINATION FOR CONVENIENCE: The City may at any time and for any reason terminate Contractor's services and work at the City's convenience upon providing written notice to Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Contract; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract approved by the City; (3) plus ten (10%) percent of the cost of the work referred to in subparagraph 5.1 above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment.

12.5 PROFESSIONAL LIABILITY: In connection with the provisions of the Contractor's obligation, the Contractor shall indemnify and hold the City of Bay City and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance of non-performance of this Contract.

12.6 VENUE AND GOVERNING LAW: Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in the State District Courts of Matagorda County, Texas. This CONTRACT is made and is to be performed in Matagorda County, Texas, and is governed by the laws of the State of Texas.

ARTICLE 13 ENTIRE AGREEMENT

13.1 This CONTRACT embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this CONTRACT.

13.2 This Contract is effective as of the date of signature by the City's Mayor and is executed in two original copies of which one is to be retained by the City Administrator and one to be delivered to the Contractor.

CONTRACTOR

EXHIBIT "A"**SCOPE OF WORK**

In accordance with Article 5, the detailed description of the Work, the specifications for the work and the schedule for the performance of the work are as set forth below.

Item	Description	Quantity	Lump Sum Price	Amount
01	Women's Restroom	1	\$4,500.00	\$4,500.00
02	Men's Restroom	1	\$22,220.00	\$22,220.00
03	Vinyl Flooring	1	\$13,280.00	\$13,280.00
Total:				\$40,000.00

NOTES:

City of Bay City EAC -Interior Rehabilitation – 904 Whitson, Bay City, TX 77414

See details in Ramstone Construction's. proposal attached.

Additional Notes:

City will pay 20% down upon signing of contract & for materials with final draw at completion of project. The City will issue up to 3 draws prior to final draw. Work will be inspected and approved by City prior to final draw.

Email insurance requirements prior to work commencement to sjones@cityofbaycity.org

The City reserves the right to withhold and/or increase the amount of retainage withheld should Contractor fail to satisfactorily remedy work progress within five (5) days receipt of written notice of unacceptable performance. Contractor agrees to provide a recovery plan upon request.

Requests for Material-on-Hand payments must be submitted in writing. Proof of delivery and paid material invoices shall be included in the written request.

Contractor is responsible for reporting all injuries and accidents incurred on the Site.

EXHIBIT "B"**INSURANCE**

1. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, **the Contractor shall name the City as "Additional Insured" to their General Liability policy.** All coverages for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - (a) Commercial General Liability Policy
 - (b) Automobile Liability Policy
 - (c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - (a) General Liability and Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - (b) Only Insurance Carriers licensed or admitted, or both, to do business in the State of Texas will be accepted.
 - (c) Deductibles and self-insurance retention shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - (d) "Claims Made" policies will not be accepted.
 - (e) The City of Bay City, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy that afforded the City the same coverage as the named insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - (f) A Waiver of Subrogation in favor of the City with respect to all coverages required herein must be included.
 - (g) Each insurance policy shall be endorsed to state that material change to coverage shall not be made except after thirty (30) days prior written notice has been given to the City of Bay City. The Contractor and each Subcontractor shall provide to the City, by certified mail, return receipt requested, written notice of any material change to the Contractor's or Subcontractor's respective coverage, including, but not limited to, suspension, cancellation voiding or reduction in coverage or limits, within three days of actual notice of such material change.

- (h) Upon request, certified copies of all insurance policies shall be furnished to the City of Bay City.
4. Commercial General liability
- (a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, with \$2,000,000.00 general aggregate and \$2,000,000.00 products-completed operations aggregate, subject to a Designated Construction Project(s) General Aggregate limit.
- (b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
- (a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
- (a) Employer's Liability limits as required by Texas Law.
7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- (a) The company is licensed and admitted to do business in the State of Texas.
- (b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- (c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- (d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Bay City.
- (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.



"Excellence in Building the Future & Restoring the Past"

Jason P. Rahaim

979-479-2880

jason@ramstoneconstruction.com

2724 encino Ave. bay city, TX 77414

CONSTRUCTION ESTIMATE FOR

Economic Action Committee

Bay City, TX 77414

PROJECT DESCRIPTION

Interior Remodel of Building

SCOPE OF WORK	TOTALS
Install new vinyl flooring throughout the buidling	\$ 13,280.00
Women's Restroom	\$ 4,500.00
Install new bathroom stall dividers	
Install new countertops	
Install new toilets	
Men's Restroom	\$ 22,220.00
Demolition:	
Break out concrete to fix floor drain	
Remove sheetrock on walls	
Remove damaged plumbing	
Remove stall dividers	
Construction:	
Install new floor drain	
Repair leaky plumbing	
Reaplace any damaged walls studs	
Patch up concrete	
Install new toilets	
Install new bathroom stall dividers	
Install new bathroom countertops	
We will work to stretch this budget to repair the exterior doors if possible.	
However, there are probably significant repairs to the restrooms that cannot be seen at this time.	
PROJECT COST	\$40,000.00

PROJECTED PAYMENT SCHEDULE

Down Payment	20% of projected project cost collected at the time the contract agreement is signed
2nd Installment	35% after Bathroom Repairs (New Plumbing and Concrete Repair)
3rd Installment	35% after New Bathroom Fixtures and Flooring Installed
Final Payment	Final Installment to be made upon receipt of final invoice after the work has been approved and the punch-out list completed.

All materials are guaranteed to be as specified. If there is an increase in material costs 10% or greater the contract will be adjusted to reflect the additional costs. All work to be completed in a workman-like manner according to standard prices. Any alterations & deviations from specifications above involving extra costs will be executed only upon written orders & will become an extra charge over & above the estimate. All agreements are contingent upon accidents or delays beyond our control.

ACCEPTANCE OF ESTIMATE - The above prices, specifications & conditions are satisfactory & are hereby accepted.
Payment will be made as outlined above.

Date of Acceptance:

8/16/2021

Authorized Signature:



Contractor Signature:



**MUTUAL AGREEMENT TO TERMINATE
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

WHEREAS, the City of Bay City (“City”) entered into a Chapter 380 Economic Development Agreement (“Agreement”) with Sal Holdings, LLC (“Developer”) on or about April 11, 2019;

WHEREAS, Developer was unable to gain approval from the Matagorda County Drainage District No. 1 for drainage for the project, resulting in the project to become not feasible; and,

WHEREAS, it is the desire of City and Developer to terminate the Chapter 380 Economic Development Agreement between the City and Developer in order to terminate all duties, rights and responsibilities to each other under the Agreement;

NOW THEREFORE, the parties agree as follows:

1. The Agreement between City and Developer is terminated effective December 21, 2021.
2. All duties, rights and responsibilities between the parties are terminated effective December 21, 2021.
3. It is expressly understood and agreed that this Agreement is a full, final and complete and that the parties have no further obligation to each other under this Agreement.

APPROVED this the 21th day of December, 2021 at a duly called meeting of the City Council of the City of Bay City, Texas.

City of Bay City, Texas

SAL Holdings, LLC

By: _____
Robert Nelson, Mayor

By: _____
Stuart Lynn, Managing Member

DISCUSS, CONSIDER, AND/OR APPROVE PROCUREMENT POLICIES AND PROCEDURES AS OUTLINED IN THE CODE OF FEDERAL REGULATIONS



EXECUTIVE SUMMARY

AMERICAN RESCUE PLAN ACT OF 2021- FEDERAL PROCUREMENT COMPLIANCE

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

The City of Bay City is projected to receive \$ 4,344,926.61 from the US Treasury as allocated in the American Rescue Plan (ARP) Act. The City will have until December 31, 2024 to expend the funds.

Recipients are responsible for ensuring that any procurement using State Local Fiscal Recovery Funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327.

RECOMMENDATION: Staff recommends City Council approve the purchasing policy for federal awards.

ATTACHMENTS: Purchasing Policy (Federal Award Specific)

CITY OF BAY CITY

SHAWNA BURKHART
CITY MANAGER



CITY COUNCIL

ROBERT K. NELSON
MAYOR

JASON CHILDERS
MAYOR PRO TEM

ANNE MARIE ODEFEY
CITY ATTORNEY

JEANNA THOMPSON
CITY SECRETARY

JIM FOLSE
BRAD WESTORELAND

FLOYCE BROWN
BECCA SITZ

CITY OF BAY CITY PROCUREMENT POLICIES AND PROCEDURES

The City of Bay City follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in

which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides a positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases—(i) Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented

procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-A/part-2/subpart-2.1>) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases**—(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms

and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method,

where price is not used as a selection factor, can only be used in procurement of A/E professional services. A/E firms cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

ITEM #13.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contract not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions

Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** ([42 U.S.C. 7401-7671q](#)) and the **Federal Water Pollution Control Act** as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235),

"Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#)*

(K) See [§ 200.216](#)**

(L) See [§ 200.322](#)***

***§ 200.323 Procurement of recovered materials.**

A [non-Federal entity](#) that is a [state](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a [contract](#) to procure or obtain; or

(3) Enter into a [contract](#) (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

*****§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the [non-Federal entity](#) should, to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](#) including all [contracts](#) and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

These Policies and Procedures are passed and approved by the City of Bay City through the City Council on December 21, 2021.

Robert K. Nelson, Mayor

DISCUSS, CONSIDER, AND/OR APPROVE THE PROPOSED PROJECTS TO BE FUNDED BY THE AMERICAN RESCUE PLAN



EXECUTIVE SUMMARY

AMERICAN RESCUE PLAN ACT OF 2021- PROPOSED PROJECT LIST

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

The City of Bay City is projected to receive \$ 4,344,926.61 from the US Treasury as allocated in the American Rescue Plan (ARP) Act. The City will have until December 31, 2024 to expend the funds.

This list began during the City's last capital planning session. Many of these projects were placed on the list where other funding sources were not readily available and to lessen the burden on the City's General Fund.

ATTACHMENTS: Proposed Project List

City of Bay City

ARP FUNDING PROPOSAL

4,344,926.61 City of Bay City ARPA Award

AMERICAN RESCUE PLAN (ARP)

225,900.00 Grant Works Administration Costs

4,119,026.61 Amount Available for Projects

	Airport	Amount	2022	2023	2024
1	Self Service Fuel System- Jet A	\$ 150,000	150,000		
2	Public Water System - Airport Well	\$ 1,295,000	195,000	1,100,000	
	Totals for Airport Projects:	\$ 1,445,000	\$ 345,000	\$ 1,100,000	\$ -

	Equipment	Amount	2022	2023	2024
1	Utility Vehicle - Parks (Sanitize Parks)	\$ 15,000	15,000		
2	New Office Phone System	\$ 30,000	30,000		
3	Radio Tower Repair (IT)	\$ 25,000	25,000		
4	5 Laptops	\$ 20,000	20,000		
5	Encryption Public Safety Radios	\$ 100,000	100,000		
6	City Hall Camera System	\$ 14,428	14,428		
7	Animal Control Camera System	\$ 11,183	11,183		
8	Airport Camera System	\$ 50,449	50,449		
9	City Hall Camera Security Access	\$ 23,575	23,575		
10	Council Chamber Sound Upgrade (Recorded Videos)	\$ 7,150	7,150		
11	Eventide Upgrade (911 Software)	\$ 24,000	24,000		
	Totals for Equipment:	\$ 320,785	\$ 320,785	\$ -	\$ -

	Streets and Drainage	Amount	2022	2023	2024
1	Hammon Road Drainage Improvements	\$ 289,771	289,771		
2	Hammon Road Drainage Improvements- Engineering	\$ 117,000	117,000		
3	Hammon Road Drainage Improvements- Construction	\$ 963,700	963,700		
4	Drainage Improvements- United Rentals	\$ 250,000	250,000		
	Totals for Streets and Drainage:	\$ 1,620,471	\$ 1,620,471	\$ -	\$ -

	Park Improvements	Amount	2022	2023	2024
1	Ball Field Lighting - Hardeman Park Soccer Field	\$ 300,000	300,000		
2	Improvements- Hardeman Park	\$ 40,000	40,000		
3	Trail for Walking (Have been denied the TXDOT grant)	\$ 300,000		300,000	
4	Ball Field Lighting - Girls Softball or other Parks Equip.	\$ 300,000	300,000		
5	Sidewalks or Widening Sidewalks	\$ -			
	Totals for Park Improvements:	\$ 940,000	\$ 640,000	\$ 300,000	\$ -

	Utility	Amount	0	0	0
1	Utility Assistance (administered by EAC)	\$ 50,000	50,000		
	Totals Utility Improvements	\$ 50,000	\$ 50,000	\$ -	\$ -

	Building & Improvements	Amount	2022	2023	2024
1	EAC Building- Exterior	\$ 80,000	-	80,000	
2	Teen Center Remodel	\$ 40,000	40,000		
	Totals for Building & Improvement Projects:	\$ 120,000	\$ 40,000	\$ 80,000	\$ -
	Total ARP Proposed Projects:	\$ 4,496,255	\$ 3,016,255	\$ 1,480,000	\$ -

Balance of ARP Funding**(377,228.79)**

Excluded Projects

329,771 (Hammon Phase I and Teen Center)

Balance of ARP Funding**(47,458.29)**







EQUIP NO.	DEPARTMENT CURRENTLY ASSIGNED	YEAR	MAKE	MODEL	DESCRIPTION	MILEAGE	EQUIPMENT TYPE	MASTER CLASS
638	Street & Bridge	2001	Chevrolet		Truck 1-Ton Flat Bed w/Dump Capacity	122,539	Truck	Construction / Service Vehicles
645	Facilities Maintenance	2002	Ford	F-350	Truck 3/4 Ton	82,988	Vehicle	Construction / Service Vehicles
656	Street & Bridge	2003	Ford	F-150	Truck 1/2 Ton	107,850	Vehicle	Vehicles (Pickups, Passenger, etc.)
713	Utilities Maintenance	2007	Ford	F-150	Truck 1/2 Ton	97,644	Vehicle	Vehicles (Pickups, Passenger, etc.)
714	Street & Bridge	2007	Ford	F-150	Truck 1/2 Ton	156,435	Vehicle	Vehicles (Pickups, Passenger, etc.)
715	Customer Service	2007	Ford	F-150	Truck 1/2 Ton	141,093	Vehicle	Vehicles (Pickups, Passenger, etc.)
732	WWTP	2009	Ford	F-150	Truck 1/2 Ton	101,891	Vehicle	Vehicles (Pickups, Passenger, etc.)
733	Facilities Maintenance	2009	Ford	F-150	Truck 1/2 Ton	61,284	Vehicle	Vehicles (Pickups, Passenger, etc.)
760	Utilities Maintenance	2010	Ford	F-150	Truck 4x2	49,794	Vehicle	Vehicles (Pickups, Passenger, etc.)
761	Street & Bridge	2011	Ford	F-550	Truck w/ Dump Capacity	80,098	Vehicle	Haul Units
782	Equipment Maintenance	2012	Ford	F-250	Truck	23,735	Vehicle	Construction / Service Vehicles
798	WWTP	2013	Ford	F-150 Crew Cab	Truck 1/2 Ton	58,018	Vehicle	Vehicles (Pickups, Passenger, etc.)
799	Street & Bridge	2013	Ford	F250 4x2 Supercab SRW	Truck 3/4 Ton	54,990	Vehicle	Vehicles (Pickups, Passenger, etc.)
803	WWTP	2013	Ford	F-150	Truck 1/2 Ton	53,862	Vehicle	Vehicles (Pickups, Passenger, etc.)
806	Street & Bridge	2013	Ford	F-250 Super Cab Utility Bed	Truck 3/4 Ton Utility	56,371	Vehicle	Vehicles (Pickups, Passenger, etc.)
826	Utilities Maintenance	2015	Ford	F-250	SuperCab Truck 3/4 Ton	56,371	Vehicle	Vehicles (Pickups, Passenger, etc.)
827	Utilities Maintenance	2015	Ford	F-250	SuperCab Truck 3/4 Ton Utility	48,424	Vehicle	Vehicles (Pickups, Passenger, etc.)
828	Facilities Maintenance	2015	Ford	F-250	SuperCab Truck 3/4 Ton Utility	67,539	Vehicle	Vehicles (Pickups, Passenger, etc.)
829	Equipment Maintenance	2015	Ford	F-250	RegularCab Truck 3/4 Ton Utility	39,306	Vehicle	Vehicles (Pickups, Passenger, etc.)
834	Recycling Center	2015	Ford	F-250	SuperCab Truck 3/4 Ton	48,132	Vehicle	Vehicles (Pickups, Passenger, etc.)
836	Utilities Maintenance	2015	Ford	F-350	SuperCab Truck 3/4 Ton Diesel	21,917	Vehicle	Vehicles (Pickups, Passenger, etc.)
852	Street & Bridge	2015	Ford	F-150 4x2 Supercab	F-150 4X2 Ext Cab Truck	48,132	Vehicle	Vehicles (Pickups, Passenger, etc.)
853	Utility & MSB Operations	2015	Ford	F-150 4x2 CrewCab	F-150 4X2 Crew Cab Truck	28,066	Vehicle	Vehicles (Pickups, Passenger, etc.)
854	Street & Bridge	2015	Ford	F-150 4x2 CrewCab	F-150 4X2 Crew Cab Truck	46,250	Vehicle	Vehicles (Pickups, Passenger, etc.)
873	Customer Service	2016	Chevrolet	Colorado WT	Chevy Colorado WT 4X2 CrewCab	37,812	Vehicle	Vehicles (Pickups, Passenger, etc.)
878	Customer Service	2016	Chevrolet	Colorado WT	Chevy Colorado WT 4X2 CrewCab	59,505	Vehicle	Vehicles (Pickups, Passenger, etc.)
879	Street & Bridge	2016	Chevrolet	Colorado WT	Chevy Colorado WT 4X2 ExtCab	32,088	Vehicle	Vehicles (Pickups, Passenger, etc.)
880	Street & Bridge	2016	Chevrolet	Colorado LT	Chevy Colorado LT 4X2 CrewCab	38,233	Vehicle	Vehicles (Pickups, Passenger, etc.)
896	Customer Service	2017	Ford	F-150 4x4 CrewCab	F-150 4X4 Crew Cab Truck	31,378	Vehicle	Vehicles (Pickups, Passenger, etc.)
897	WWTP	2017	Ford	F-150 4x2 Supercab	F-150 4x2 Ext Cab Truck	36,471	Vehicle	Vehicles (Pickups, Passenger, etc.)
923	Utilities Maintenance	2019	Ford	F-250 Super Cab Utility Bed	Truck 3/4 Ton Utility Service Bed	27,337	Vehicle	Vehicles (Pickups, Passenger, etc.)
924	WWTP	2019	Ford	F-150 4x2 Supercab	F-150 4x2 Ext Cab Truck	46,328	Vehicle	Vehicles (Pickups, Passenger, etc.)
925	Utility & MSB Operations	2019	Ford	F-150 4x4 CrewCab	F-150 4X4 Crew Cab Truck	21,917	Vehicle	Vehicles (Pickups, Passenger, etc.)
950	Utilities Maintenance	2020	Ford	F-150 4x4 CrewCab	F-150 4X4 Crew Cab Truck	13,024	Vehicle	Vehicles (Pickups, Passenger, etc.)
955	Utility & MSB Operations	2020	Ford	Expedition Limited	Expedition Limited 4X2 SUV	21,873	Vehicle	Vehicles (Pickups, Passenger, etc.)
958	Customer Service	2020	Ram	3500 HD 4X4	3500 HD 4X4 Crew Cab Truck	3,094	Vehicle	Vehicles (Pickups, Passenger, etc.)
970	Utility & MSB Operations	2021	Ram	1500 Laramie 4X4	1500 Laramie 4X4 Crew Cab Truck	11,814	Vehicle	Vehicles (Pickups, Passenger, etc.)
971	WWTP	2021	Ram	1500 Tradesman 4X4	1500 Tradesman 4X4 Quad Cab Truck	6,097	Vehicle	Vehicles (Pickups, Passenger, etc.)
972	WWTP	2021	Ram	1500 Tradesman 4X4	1500 Tradesman 4X4 Crew Cab Truck	2,628	Vehicle	Vehicles (Pickups, Passenger, etc.)
973	Street & Bridge	2021	Ram	1500 Tradesman 4X4	1500 Tradesman 4X4 Crew Cab Truck	4,793	Vehicle	Vehicles (Pickups, Passenger, etc.)
974	Customer Service	2021	Ram	3500 HD 4X4	3500 HD 4X4 Crew Cab Truck	1,665	Vehicle	Vehicles (Pickups, Passenger, etc.)
975	Street & Bridge	2021	Ram	3500 HD 4X4	3500 HD 4X4 Crew Cab Truck	5,554	Vehicle	Vehicles (Pickups, Passenger, etc.)

BAY CITY POLICE DEPARTMENT VEHICLE INVENTORY

ITEM #15.

MONTH: November 2021

Equip	Year	Make	Model	Mileage	Division	Employee
819	2014	Ford	F150	64784	ACO	Ramos
750	2009	Chevy	1500	146980	ACO	Hill
654	2003	Ford	F150	150000	Impound	Blalock
946	2020	Dodge	Ram	9902	Admin	Sullivan
707	2008	Ford	Explorer	89920	Admin	-
794	2013	Chev	1500	83407	Admin	Kjergaard
795	2013	Chev	1500	61828	Admin	Ryman
944	2007	Ford	F150	184150	Detective	Shook
966	2021	Chevy	1500	9899	Detective	Hadash
947	2019	Chev	Impala	47967	Detective	Navarro
876	2016	Ford	F150	31314	Detective	Pierce
702	2005	Ford	CVI	93143	Detective	-
816	2014	Ford	F150	52960	Detective	Sherrill
849	2016	Ford	F150	55632	Detective	Lunsford
945	2020	Dodge	Ram	5729	Detective	Kunz
908	2018	Chev	Tahoe	22827	ID	Pursley/Pruitt
721	2009	Dodge	Charger	78877	Warrants	Tabares
980	2021	Chev	Tahoe	1346	Traffic	Hatton
888	2016	Ford	E450	2812	SRT	-
898	2017	Ford	Explorer	95194	Patrol	Washington/Moreno
899	2017	Ford	Explorer	103462	Patrol	Estrada/Ramirez
968	2020	Ford	Explorer	23680	Patrol	Chavez/ Soto
883	2016	Ford	Explorer	82669	Patrol	Harbaugh
884	2016	Ford	Explorer	97872	Patrol	Cunningham
969	2020	Ford	Explorer	13853	Patrol	/Gutierrez
960	2020	Chevy	Tahoe	12464	Patrol	Philp/Perez
961	2020	Chevy	Tahoe	13364	Patrol	Pena/Cantu
962	2020	Chevy	Tahoe	15555	Patrol	Siegel/Hallman
931	2019	Ford	Explorer	45631	Patrol	Alvarez/Viveros
932	2019	Ford	Explorer	54748	Patrol	Mcneal/Hlavinka
708	2008	Ford	Explorer	91274	Mental Health	-
959	2014	Buick	Regal	22565	Narcotics	Guzman

BUDGET AMENDMENT

ITEM #15.

DEPARTMENT: Utility FundDate: 3/31/2020

Reason for Budget Amendment: (Please indicate)

1. New revenues (originally unbudgeted) are available.
2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
3. A new project, program or special expenditure has been authorized.
4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

XBrief Description of Request: **FY2020: Utility Various Departments**

			<i>Expenditure Increase or Revenue Decrease</i>	<i>Exp. Decrease or Rev. Increase</i>	
Account Description	Fund #	Account #	Debit	Credit	Notes
Engineering Services	61	410-4419	\$ 7,000		Risk & Resilience / Utility Emergency Plan
Engineering Services	61	415-4419		\$ 7,000	
CE- Furniture & Equipment	61	405-4605	\$ 20,000		Purchase Vehicles
Engineering Services	61	415-4419		\$ 20,000	
Engineering Services	61	405-4419	\$ 5,000		Design Standards
Engineering Services	61	415-4419		\$ 5,000	
TOTAL			\$ 32,000	\$ 32,000	

The amendments above relate to the following:

Developed Design Standards for the Public Works Department, budget goal for FY2020.

Utility Assessment is a requirement to meet new State and Federal standards.

Utility Dept. budgeted two vehicles but changed the type of vehicle to meet the Utilities needs which had an increased cost.

Dept. Head Signature: _____

Date: _____

Finance Director Signature: _____

Date: _____

City Manager: _____

Scotty Jones

From: Scotty Jones
Sent: Tuesday, February 18, 2020 4:39 PM
To: Barry Calhoun
Subject: RE: Clarification on NEW Vehicles

I prob won't do anymore leases until another budget year but hopefully can pay cash.
It is a lot of paperwork – we should have done it with the 4 police cars. I took that to Council already.
Scotty

From: Barry Calhoun <bcalhoun@cityofbaycity.org>
Sent: Tuesday, February 18, 2020 3:30 PM
To: Scotty Jones <sjones@cityofbaycity.org>
Subject: RE: Clarification on NEW Vehicles

Scotty,

hey, just thought about this! Is leasing vehicles still an option? I remember you were working on that at one point...

Barry Calhoun
Director of Public Works
City of Bay City
(979) 245-7236

From: Scotty Jones <sjones@cityofbaycity.org>
Sent: Tuesday, February 18, 2020 12:53 PM
To: Barry Calhoun <bcalhoun@cityofbaycity.org>
Subject: Clarification on NEW Vehicles

When talking the other day—I thought you stated you wanted an additional vehicle for 20K. But it appears you just want to purchase a more expensive vehicle than planned not an “additional” vehicle. I looked at budget and we had 2 trucks at 39,000 each.

If you want to purchase this more expensive one then please get City Manager approval- then I will put on as an amendment for City Council. Once City Council approves—I will issue PO. If you want to order the one truck for 38,787 now rather than waiting on CC approval--then please do another PO for just that one.

Thanks!!

Scotty Crow Jones C.P.M.
Finance Director
City of Bay City
(979) 323-1634 - sjones@cityofbaycity.org





CITY OF BAY CITY
1901 5th Street
Bay City, Texas 77414

PURCHASE ORDER ITEM #15.

PO Number: 20-0342 **Date:** 02/24/2020

Request #: 20-0342 **Vendor #:** 99-14256

ISSUED TO: CHASTANG ENTERPRISES dba
CHASTANG ENTERPRISES, INC.
6200 NORTH LOOP EAST
HOUSTON, TX 77026

SHIP TO: CITY OF BAY CITY- WHSE
1217 AVENUE .J
BAY CITY, TX 77414

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	F-150 CREW TRUCK	61 -405-4605	0.00	38,787.00
0.00	FORD EXPEDITION	61 -405-4605	0.00	64,786.00
0.00	TRADE IN 2010 FORD	61 -3695	0.00	6,000.00-
0.00	H-GAC APPLICATION FE	61 -405-4605	0.00	400.00
	1 CREW CAB TRUCK			
	1 FORD EXPEDITION			
	CONTRACT NAME: H-GAC CONTRACT NO. VE11-18			

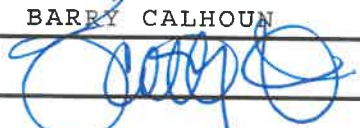
6/17

32787.00

Approvals:

Ordered by: LOUIS RODRIGUEZ **Date:** 02/24/2020

Approved by: BARRY CALHOUN **Date:** 02/24/2020

Finance Dir:  **Date:** 2-24-20

TOTAL

97,973.00

1. Original invoice plus one copy must be sent to:
City of Bay City, Accounts Payable Dept, 1901 5th Street, Bay City, TX 77414.
2. Purchase Order numbers must appear on all packages, packing slips and invoices.
3. The City is exempt from all federal excise and state tax - ID# 74-6000238
4. Terms: The City has 30 days to pay any invoice.



CITY OF BAY CITY, TEXAS
FINANCE DEPARTMENT
PURCHASE ORDER REQUEST FORM

Asset

ITEM #15.

DATE: 2/13/2020

Purchase Order No.: 20-0342

VENDOR NAME: Chastang Ford

VENDOR ADDRESS: 6200 N. Loop East
Houston, TX 77026-1936
Phone: (713) 678-5000, ATTN: Ed Miller
Fax: (713) 678-5001
emiller@chastangford.com

Budget Account Number	Project Number	Description of Items	Quantity	UOM	Unit Price	Amount or Estimate
61-405-4605		2020 Ford F-150 Crew Cab 4x4 Truck	1	EA	\$ 38,787.00	\$ 38,787.00
61-405-4605		2020 Ford Expedition	1	EA	\$ 64,786.00	\$ 64,786.00
61-405-4605	3495	Trade-In: 2010 Ford F-150, Unit #763; VIN# 1FTEW1CW5AKE27030	1	EA	\$ (6,000.00)	\$ (6,000.00)
61-405-4605		Chastang Ford H-GAC Application Fee	1	EA	\$ 400.00	\$ 400.00
		Contract Name: H-GAC Contract No. VE11-18				
TOTAL						\$ 97,973.00

Ship to Address:

City of Bay City

Scotty,
Richard was ok with
this PO Request.

Thanks,
Barry

APPROVAL

REQUESTED BY	DATE
Barry Calhoun	2/13/2020
DEPARTMENT SUPERVISOR	DATE
Barry Calhoun	2/13/2020
DEPARTMENT HEAD	DATE
Barry Calhoun	2/13/2020
FINANCE DIRECTOR	DATE
Scotty Jones	
CITY MANAGER	DATE
Richard Morton	2-19-20



Prepared by: Ed Miller
02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XLT (W1E)

Price Level: 35 | Quote ID: bay20w1e

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$45,520.00
Options & Colors	\$5,525.00
Upfitting	\$350.00
Destination Charge	\$1,595.00

Subtotal	\$52,990.00
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Pre-Tax Adjustments

Code	Description	
PriceADJ	Dealer Discount and Concession	-\$14,203.00

Total	\$38,787.00
--------------	--------------------

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XLT (W1E)

Price Level: 35 | Quote ID: bay20w1e

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$45,520.00
Packages		
301A	Equipment Group 301A Mid	\$2,150.00
	- Option Discount	-\$1,000.00
	<i>Includes:</i> - Engine: 5.0L V8 Includes auto start-stop technology and flex-fuel capability, - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport. - GVWR: 7,050 lbs Payload Package - Tires: P265/70R17 OWL A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/6 Speakers - SYNC 3 Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included when equipped with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software. - 8-Way Power Driver Seat - 4.2" Productivity Screen in Instrument Cluster - Fixed Backlight w/Privacy Glass - Rear Window Defroster - Auto-Dimming Rearview Mirror - Power-Adjustable Pedals - Rear Under-Seat Storage - SiriusXM Radio Includes 7 speakers and 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.	
Powertrain		
995	Engine: 5.0L V8	Included
	<i>Includes auto start-stop technology and flex-fuel capability,</i>	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i>	
XL6	Electronic Locking w/3.73 Axle Ratio	\$150.00
STDGV	GVWR: 7,050 lbs Payload Package	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XLT (W1E)

Price Level: 35 | Quote ID: bay20w1e

As Configured Vehicle (cont'd)

Code	Description	MSRP
Wheels & Tires		
STDTR	Tires: P265/70R17 OWL A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
U	Cloth 40/Console/40 Front Seats <i>Includes 4-way adjustable driver/passenger headrests, power driver/manual passenger lumbar, flow-through console with column shift and 2nd outlet in console when ordered with 110V/400W outlet (91V).</i>	\$295.00
Other Options		
157WB	157" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes: - SYNC 3 Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included when equipped with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software.</i>	Included
55A_	FX4 Off-Road Package <i>Includes: - 4x4 FX4 Off-Road Bodyside Decal - Tray Style Floor Liner - Hill Descent Control - Off-Road Tuned Front Shock Absorbers - Skid Plates Includes fuel tank, transfer case and front differential.</i>	\$905.00
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	Included
53A	Trailer Tow Package Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.	\$995.00

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Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XLT (W1E)

Price Level: 35 | Quote ID: bay20w1e

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Towing capability up to TBD. Includes tailgate LED. Includes: - Class IV Trailer Hitch Receiver Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness. - Auxiliary Transmission Oil Cooler - Pro Trailer Backup Assist - Upgraded Front Stabilizer Bar	
413	Skid Plates	Included
	Includes fuel tank, transfer case and front differential.	
63T_	Tailgate Step w/Tailgate Lift Assist	\$375.00
655_	Extended Range 36 Gallon Fuel Tank	\$445.00
85P	LED Box Lighting	\$125.00
67T	Integrated Trailer Brake Controller	\$275.00
54R	Power Glass Heated Sideview Mirrors	\$190.00
	Includes manual folding, turn signal and black skull caps. Includes: - Auto-Dimming Rearview Mirror	
59S_	LED Sideview Mirror Spotlights	\$175.00
	Includes high-intensity LED security approach lamps.	
59R_	Remote Start System	\$195.00
PAINT	Monotone Paint Application	STD
91V	110V/400W Outlet	\$250.00
	Includes 2nd outlet in the console.	
57Q	Rear Window Defroster	Included
47R	Tray Style Floor Liner	Included

Interior Colors

UG_01	Medium Earth Gray	N/C
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Primary Colors

YZ_01	Oxford White	N/C
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Upfit Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XLT (W1E)

Price Level: 35 | Quote ID: bay20w1e

As Configured Vehicle (cont'd)

Code	Description	MSRP
0001SPRAY	SPRAY IN BED LINER LWB	\$350.00
SUBTOTAL		\$51,395.00
Destination Charge		\$1,595.00
TOTAL		\$52,990.00

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Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 Expedition Max 4dr 4x2 Limited (K1K)

Price Level: 35 | Quote ID: bay20k1k

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$66,375.00
Options & Colors	\$8,290.00
Upfitting	\$0.00
Destination Charge	\$1,395.00
Subtotal	\$76,060.00

Pre-Tax Adjustments

Code	Description	
PriceADJ	Dealer Discount and Concession	-\$11,274.00
Total		\$64,786.00

Customer Signature

Acceptance Date

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Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 Expedition Max 4dr 4x2 Limited (K1K)

Price Level: 35 | Quote ID: bay20k1k

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K1K	Base Vehicle Price (K1K)	\$66,375.00
Packages		
302A	Equipment Group 302A <i>Includes:</i> - Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic w/SelectShift - GVWR: 7,300 lbs - Tires: P285/45R22 AS BSW - Wheels: 22" 6-Spoke Painted Machined-Face Aluminum <i>Includes dark tarnish-painted pockets and Continuous Controlled Damping (CCD).</i> - Heated & Cooled Leather Front Captain's Chairs 8-passenger seating. Includes 10-way power driver and passenger seats with power recline and power lumbar. - Radio: B&O Sound System by Bang & Olufsen <i>Includes speed-compensated volume, HD Radio, AM/FM stereo, MP3 capability and 12 speakers.</i> - SiriusXM Satellite Radio <i>SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. Not available in Alaska or Hawaii. Includes 6-month prepaid subscription.</i> - SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition, 8" center LCD capacitive touch-screen with swiping and pinch-to-zoom capabilities (when ordered with navigation system), AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and (2) smart charging USB ports in media hub.</i> - Ford Co-Pilot360 Assist - Adaptive Cruise Control <i>Includes stop-and-go.</i> - Voice-Activated Touch-Screen Navigation System <i>Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link. SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription.</i> - Panoramic Vista Roof <i>Includes power open/close with power shade.</i> - 360-Degree Camera w/Split View <i>Includes front/rear washer.</i> - LED Headlamps & Fog Lamps - Enhanced Active Park Assist System <i>Includes parallel park, park out assist, reverse perpendicular parking, forward and reverse and side sensing systems.</i>	\$5,965.00
Powertrain		
99T	Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i>	Included
44U	Transmission: 10-Speed Automatic w/SelectShift	Included

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Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 Expedition Max 4dr 4x2 Limited (K1K)

Price Level: 35 | Quote ID: bay20k1k

As Configured Vehicle (cont'd)

Code	Description	MSRP
X3L	Electronic Limited Slip w/3.73 Axle Ratio	Included
STDGV	GVWR: 7,300 lbs	Included
Wheels & Tires		
NONTR	Tires: P285/45R22 AS BSW	Included
NONWL	Wheels: 22" 6-Spoke Painted Machined-Face Aluminum <i>Includes dark tamish-painted pockets and Continuous Controlled Damping (CCD).</i>	Included
Seats & Seat Trim		
E	Heated & Cooled Leather Front Captain's Chairs <i>8-passenger seating. Includes 10-way power driver and passenger seats with power recline and power lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
131WB	131" Wheelbase	STD
STDRD	Radio: B&O Sound System by Bang & Olufsen <i>Includes speed-compensated volume, HD Radio, AM/FM stereo, MP3 capability and 12 speakers. Includes:</i> - SiriusXM Satellite Radio SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. Not available in Alaska or Hawaii. Includes 6-month prepaid subscription. - SYNC 3 Communications & Entertainment System Includes enhanced voice recognition, 8" center LCD capacitive touch-screen with swiping and pinch-to-zoom capabilities (when ordered with navigation system), AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and (2) smart charging USB ports in media hub.	Included
536	Heavy-Duty Trailer Tow Package <i>Includes:</i> - Heavy-Duty Engine Radiator - Pro Trailer Backup Assist - Electronic Limited Slip w/3.73 Axle Ratio - Integrated Trailer Brake Controller	\$1,570.00

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Prepared by: Ed Miller

02/06/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2020 Expedition Max 4dr 4x2 Limited (K1K)

Price Level: 35 | Quote ID: bay20k1k

As Configured Vehicle (cont'd)

Code	Description	MSRP
90H	LED Headlamps & Fog Lamps	Included
43V	Panoramic Vista Roof <i>Includes power open/close with power shade.</i>	Included
59N	Voice-Activated Touch-Screen Navigation System SiriusXM Traffic and Travel Link are not available in Alaska or Hawaii. <i>Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link. SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription.</i>	Included
47B	1st & 2nd Row Floor Liners	\$160.00

Emissions

425	50 States Emissions System	STD
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Interior Colors

EH_01	Ebony	N/C
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Primary Colors

AZ_02	Star White Metallic Tri-Coat	\$595.00
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SUBTOTAL	\$74,665.00
Destination Charge	\$1,395.00
TOTAL	\$76,060.00

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City of Bay City

Vehicle Trade Condition Form

Dealership or Trade Entity: Chastang Ford Date of Inspection: 2/6/2020

Vehicle Year: 2010 Make: Ford Model: Crew Cab Series: F-150

Color: Oxford White Mileage: 93,135.4 Cylinders: 8 Motor: 4.6

Expected Mileage at Trade Date: 95,000 General Condition: X Good ___ Fair ___ Poor ___ Salvage

VIN: 1FTEW1CW5AKE27030

Comments

Windshield: ___ Cracked X Not Cracked

Windshield Chips: X None ___ 1 ___ 2 ___ 3 ___ 4

Condition of Tires: ___ Poor ___ Good X New

Mechanical Condition: ___ Poor ___ Good X Very Good

Interior: ___ Poor ___ Good X Very Good Driver side, lower seat small tear

Exterior: ___ Poor ___ Good X Very Good

Check all that Apply: X Pwr. Door Locks X Pwr. Windows ___ Pwr. Seats ___ Cruise X AM/FM ___ AM/FM Cass

___ AM/FM CD X A/C (Blows Cold) ___ Smoker ___ Non-Smoker ___ Spare ___ Jack ___ Owner's Manual

___ Alloy Wheels X Window Tint X 2 sets of keys Lettering/Decals: ___ Removed ___ Traded with Decals

Holes exterior on roof/trunk: ___ Plug Holes ___ Holes exposed Holes interior ___ holes ___ no holes

Equipment Staying: _____

Equipment Removed: _____

Person Completing Form: Horacio Garza Trade Title: Lead Mechanic

Additional Comments: Trade value \$6,000, quoted by Ed Miller, Govt Sales, Chastang Ford

Barry Calhoun

From: emiller@chastangford.com
Sent: Thursday, February 6, 2020 11:06 AM
To: Barry Calhoun
Subject: RE: City of Bay City Buyboard Vehicle Quote Request FY2020

\$400 per PO no matter how many on the PO

From: Barry Calhoun <bcalhoun@cityofbaycity.org>
Sent: Thursday, February 6, 2020 10:57 AM
To: emiller@chastangford.com
Subject: RE: City of Bay City Buyboard Vehicle Quote Request FY2020

Ed,

Thanks so much! Do you know what the fee amount will be if we purchase all 3 vehicles?

Barry Calhoun
Director of Public Works
City of Bay City
(979) 245-7236

From: emiller@chastangford.com <emiller@chastangford.com>
Sent: Thursday, February 6, 2020 9:03 AM
To: Barry Calhoun <bcalhoun@cityofbaycity.org>
Subject: RE: City of Bay City Buyboard Vehicle Quote Request FY2020

Good morning

Here are the Buyboard quotes under contract 610-19

I did not add the fee as it is a Per PO fee not per vehicle

Price is FOB Houston; terms net 30

Trade value estimate id \$6000 pending final inspection and condition at time of delivery

Let me now if you have any questions

Thanks for the opportunity

Ed

From: Barry Calhoun <bcalhoun@cityofbaycity.org>
Sent: Wednesday, February 5, 2020 2:21 PM
To: Ed Miller <emiller@chastangford.com>
Subject: City of Bay City Buyboard Vehicle Quote Request FY2020
Importance: High

From: [Shawna Burkhart](#)
To: [Jeanna Thompson](#)
Subject: FW: Car Allowance
Date: Thursday, December 16, 2021 1:18:01 PM

From: Shawna Burkhart
Sent: Thursday, December 09, 2021 2:47 PM
To: Brad Westmoreland <bwestmoreland@cityofbaycity.org>
Subject: FW: Car Allowance

From: Rhonda Clegg <rclegg@cityofbaycity.org>
Sent: Thursday, December 09, 2021 2:34 PM
To: Susana Brito <sbrito@cityofbaycity.org>; Shawna Burkhart <sburkhart@cityofbaycity.org>
Subject: RE: Car Allowance

Good Afternoon,

To expand on the email below, currently the City does not have a formal written policy on car allowances. The proposed Car Allowance policy has been provided to Council for their consideration.

The rationale for the selected employees receiving an allowance is as follows:

<u>Position Title</u>	<u>Employee Name</u>	<u>Car Allowance Amount</u>	<u>Reasoning</u>
Mayor	Robert K. Nelson	\$600/mth	Approved by Council
City Manager	Shawna Burkhart	\$600/mth	Approved by Council
Chief of Police	Robert Lister	\$550/mth	Placed assigned unit back in fleet rotation. Provided an allowance.
Captain	Christella Rodriguez	\$550/mth	Placed assigned unit back in fleet rotation. Provided an allowance.
Library Director	Samantha Denbow	\$400/mth	Drives multiple times a week to assist the Sargent Library Branch.
Office Manager	Jessica Davis	\$114.58/mth	Drives multiple times a week to assist the Sargent Library Branch.
Library Specialist II	Ashley Hernandez	\$150/mth	Takes daily MSB deposit and mail. Runs errands for MSB.

Rhonda L. Clegg
 Director of Human Resources
 City of Bay City

PART II - CODE OF ORDINANCES
Chapter 114 - UTILITIES
ARTICLE IV. - SEWERS AND SEWAGE DISPOSAL
DIVISION 4. REPAIR OF SANITARY SEWER LEAKS ON PRIVATE PROPERTY

DIVISION 4. REPAIR OF SANITARY SEWER LEAKS ON PRIVATE PROPERTY

Sec. 114-210. Responsibility and application.

- (a) Maintaining the integrity of the city's sanitary sewer system shall be the responsibility of the director of public works or his/her designee for the city.
- (b) This division applies to all customer sewer service lines on private property which flow into public lines in city streets, alleys and easements, including, but not limited to single-family or duplex residences, mobile homes and/or trailer parks, apartments, places of business, schools, hospitals, churches, structures of any kind, vacant buildings or vacant land.
- (c) The customer shall be responsible for the installation, maintenance and repair of the sewer service line from the foundation of the structure to the sewer line owned by the city.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-211. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Infiltration (as defined by the Federal Environmental Protection Agency) means the water entering a sewer system and service connections from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.

Inflow (as defined by the Federal Environmental Protection Agency) means the water discharged into a sewer system and service connections from such sources as, but not limited to, roof leaders, cellars, swimming pool and/or spa drains, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers and combined sewers, catchbasins, stormwaters, surface runoff, and street washwaters or drainage.

Sanitary sewer means a public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which stormwater, surface water, groundwater and other unpolluted wastes are not intentionally passed.

Sewer service line means the sewer from the foundation of any structure to the sewer line owned by the city.

Storm sewer means a public sewer which carries stormwater and surface waters and drainage and into which domestic wastewater or industrial wastes are not intentionally passed.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-212. Customer service inspection prior to connection, reconnection or transfer of service.

Prior to the original connection, reconnection or transfer of water and/or sewer service to a tenant or property owner, the city at its option shall perform a customer service inspection of the customer's private system

and verify the integrity thereof. Any defects discovered in the private line shall be repaired by the property owner or his/her agent prior to obtaining the original connection, reconnection or transfer of city water and/or sewer service.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-213. Notification to property owners.

- (a) The public works department of the city will notify in writing by registered mail, return receipt requested, each property owner on whose property a source of inflow or infiltration of water into the city's sanitary sewer system exists, as well as the nature and location of the sources. The property owner shall, within ten calendar days of date of notification, have the sources repaired at the property owner's expense.
- (b) A cut-off notice will be sent on the eleventh day if the repairs have not been satisfactorily completed.
- (c) Penalties provided for in this division shall be enforced as set forth in this chapter.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-214. Repairs by licensed plumber or homeowner; inspection and approval or disapproval by city.

- (a) If the line in question is vitreous clay pipe and cannot be satisfactorily repaired, the property owner may be required to replace the entire private clay sewer service line with PVC pipe Schedule 40.
- (b) All repairs must be made by a plumber licensed by the state or by a resident property owner. A resident homeowner may install or maintain plumbing and/or sewer equipment within the property owner's own property boundaries, provided that the work is done by the property owner and used exclusively by the property owner and the property owner's family. Such privilege does not convey the right to violate any provision of this Code nor is it to be construed as exempting any such property owner from obtaining a permit and paying the required fees therefor. Both the plumber or owner must have a valid city plumbing permit for these specific repairs prior to work commencing. (See section 22-266, licensing and regulation of plumbers.)
- (c) After the repair has been completed and before it has been covered, the city plumbing inspection department shall be notified to inspect and approve its adequacy and workmanship. If the city plumbing inspector leaves a green tag signifying a satisfactory repair, the plumber or owner may replace the cover.
- (d) However, if the city plumbing inspector leaves a red tag, the plumber or owner must contact the designated city official on the red tag and correct the repairs as specified and then notify the city plumbing inspection department to reinspect the corrected repairs. No cover may be replaced until a green tag is attached to the repairs by the city plumbing inspection department. Otherwise, owner and/or plumber shall be required to excavate, and the city shall reinspect the repairs and if still defective, turn off water and/or sewer service.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-215. Penalties for failure to make repairs.

- (a) Should the property owner fail to make the necessary repairs within the ten-day period as set out in section 114-213, the city shall have the option of thereafter assessing a surcharge fee to the property owner's monthly wastewater charge (the charge shall be determined by the city's existing formula for calculating

domestic wastewater charges with exclusion of the 25,000-gallon maximum charge) or terminating water and/or sewer service to the property.

- (b) If after exercising reasonable diligence, the city is unable to locate the property owner or his/her agent or the property owner or his/her agent refuses to make the necessary repairs, the city or its agent shall have the right to go on the land or property upon which the source of inflow or infiltration exists and make such repairs and inspection as provided in section 114-214. The owner of the property shall be liable to the city for the cost of such work and shall pay such cost upon demand, which cost may be included upon the property owner's next monthly wastewater charge with a reasonable service charge added for each month the bill remains unpaid or the city may cut off the water and/or sewer upon 30 days' written notice to the customer.
- (c) If the property owner is unknown or does not pay the charge, the city shall file a lien upon the land for the cost of the repair and a fine for the extraneous water disposed of through the city's sanitary sewer system and wastewater treatment plant.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-216. Appeals.

Appeals shall be according to the procedure as provided in section 2-267.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Secs. 114-217—114-229. Reserved.

Sec. 114-230. Applicability and prohibitions.

- (a) This division sets forth uniform requirements for nondomestic wastewater users of the publicly owned treatment works (POTW) for the City of Bay City, as defined in section 114-218, and enables the city to comply with all applicable state and federal laws.
- (b) The ordinance codified in this chapter works together with the city's building permit process through code enforcement and the city's pretreatment and general sewer use regulations to do the following:
 - Authorize the implementation of a grease and grit trap/interceptor maintenance program;
 - Authorize the establishment of minimum grease and grit trap size requirements and pumping schedules;
 - Provide for inspections;
 - Monitor compliance and enforcement activities;
 - Establish administrative review procedures;
 - Require user recordkeeping and reporting;
 - Providing for the setting and allocation of fees.
- (c) The public utilities department will have the primary role of administering and enforcing the interdepartmental implementation of this chapter. Unless otherwise specified in this ordinance, the director of public works, or his/her designated representative, shall administer, implement, and enforce the provisions of this chapter.
- (d) Grease traps or grease interceptors shall not be required for residential users.

- (e) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in article II of this chapter. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
 - (f) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.
 - (g) Any grease trap and/or grit trap/interceptor lawfully in existence and in use, at the time of the adoption of the ordinance codified in this chapter, shall be permitted to have their use and maintenance continued, if the use and maintenance is in accordance with the original design and no additional wastewater load is added to the trap, above the original design capacity and no hazard to life, health or property is created by such use.
 - (h) All references to grease traps or grease interceptors shall also apply to grit traps, as applicable.
- (Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-231. Definitions.

Act means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Best management practices (BMPs) means scheduling activities, prohibiting practices, enforcing maintenance procedures, and implementing other management practices to prohibit the introduction of any pollutant into a POTW, as described in 40 CFR Chapter I, Subchapter N, 403.5 (a)(1) and (b).

BOD means the value of the five-day test for biochemical oxygen demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

COD means the value of the test for chemical oxygen demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

EPA means the United States Environmental Protection Agency.

Fats, oils, and greases (FOG) means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

Food processing/food service establishments (FPSEs) means any establishment that serves, prepares, and handles food whether it is on an occasional, temporary, or permanent basis.

Generator means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces a grease trap waste.

Grease trap or interceptor means a device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as "grease traps/interceptors."

Grease trap waste means material collected in and from an grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.

Grit means sediment such as sand, gravel, cinders, or other heavy materials.

Indirect discharge or *discharge* means the introduction of pollutants into a POTW from any non-domestic source.

Interference means a discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the city's TPDES permit.

PH means the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or *publicly owned treatment works* means a treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW treatment plant.

The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works (City of Bay City). For purposes of this ordinance, the terms "sanitary sewer system", "POTW", "city", or "City of Bay City" may be used interchangeably.

TCEQ means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter/hauler means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code § 312.142, and is registered as a licensed grease and/or grit trap transporter/hauler with the City of Bay City.

TSS means the value of the test for total suspended solids, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

User means any person, including those located outside the jurisdictional limits of the city, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-232. Installation and maintenance requirements.

(a) Installations.

(1) New facilities.

- a. Food processing or food service facilities (FPSEs) which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate, maintain, and register with the city a grease trap/interceptor in accordance with the currently adopted plumbing codes and other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.
- b. All permanent car washes and wash bays which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a car wash or wash bay, where such facility did not previously exist, shall be required to design, install, operate and maintain and register with the city a grit trap/interceptor in accordance with the currently adopted plumbing codes and other applicable ordinances. Grit traps/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.

(2) *Existing facilities.*

- a. Existing grease and/or grit traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with these model standards, unless specified in writing and approved by the POTW.

(3) *Waivers.*

- a. Waivers to new and existing facilities.
 - 1. Based upon a request by and consultation with the FPSE, the city may determine that the new FPSE or and existing FSPE is not a potential significant FOG discharger, in which case the city may grant a waiver from the required grease trap/interceptor license and installation.
 - 2. With the designation of a non-significant discharger waiver, the FPSE is required to implement FOG best management practices (BMPs) and to install a wastewater discharge sample port for jar method grab sampling at the facility's own expense. The sample port shall be installed with ease of accessibility for city monitoring purposes, at the facility's own expense.
 - b. Existing facilities with space constraint waivers.
 - 1. The city may grant an exception to requiring FPSE or other entity to install a grease trap/interceptor if there is no feasible installation location, for example, infeasibility due to historical landmarks.
 - 2. In the event of this space-constraint type waiver, the city will changer an annual waiver fee, the FPSE discharger must implement FOG BMPs; and the FPSE must install a wastewater discharge sample port at the facility's own expense. The sample port shall be installed with ease of accessibility for city monitoring.
 - c. Based upon inspection and/or monitoring of the facility, the city reserves the right to revoke or reevaluate a previously approved waiver.
 - d. All waivers require a completed waiver form to be submitted and approved by the director of public works.
- (4) All grease and/or grit trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.
- a. *Grease and/or grit trap/interceptor inspections.* The city shall have a right of entry to inspect grease and/or grit trap/interceptors upon showing proper identification. City grease and/or grit trap/interceptor inspections will be unannounced and are to be performed at a minimum of once per year per installation.

(b) *Cleaning and maintenance.*

- (1) Grease and/or grit trap/ interceptors shall be maintained in an efficient operating condition at all times.
- (2) Each grease and/or grit trap/interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code § 312.143.

(c) *Self-cleaning.*

- (1) Grease and/or grit trap self-cleaning operators must receive approval from the POTW annually prior to removing grease from their own grease trap(s) located inside a building, provided:
 - a. The grease trap is no more than 50 gallons in liquid/operating capacity;
 - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash);
 - c. The local solid waste authority allows such practices;
 - d. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - e. Detailed records on these activities are maintained.
 - (2) Grease trap self-cleaning operators must submit a completed self-cleaning request to the POTW for approval. The written request shall include the following information:
 - a. Business name and street address;
 - b. Grease trap/interceptor operator name, title, and phone number;
 - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
 - (3) Self-cleaners must adhere to all the requirements; procedures and detailed record keeping outlined in their approved application, to ensure compliance with this chapter. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
 - a. Date the grease trap/interceptor was serviced;
 - b. Name of the person or company servicing the grease trap/interceptor;
 - c. Waste disposal method used;
 - d. Gallons of grease removed and disposed of;
 - e. Waste oil added to grease trap/interceptor waste; and
 - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
 - (4) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.
- (d) *Cleaning schedules.*
- (1) Grease traps and grease interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in discharge.
 - (2) Grease traps and grease interceptors subject to these standards shall be completely evacuated a minimum of every 90 days, or more frequently when:
 - a. Twenty-five percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases; or

- b. The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the POTW; or
 - c. If there is a history of noncompliance.
- (3) Any person who owns or operates a grease trap/interceptor may submit to the POTW a request in writing for an exception to the 90-day pumping frequency of their grease trap/interceptor. The POTW may grant an extension for required cleaning frequency on a case-by-case basis when:
 - a. The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the POTW, or
 - b. Less than 25 percent of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases.
- (4) In any event, a grease trap and grease interceptor shall be fully evacuated, cleaned, and inspected at least once every 180 days.
- (e) *Manifest requirements.*
 - (1) Each pump-out of a grease trap or interceptor must be accompanied by a manifest to be used for record keeping purposes.
 - (2) Persons who generate, collect and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - a. Name, address, telephone, and commission registration number of transporter;
 - b. Name, signature, address, and phone number of the person who generated the waste and the date collected;
 - c. Type and amount(s) of waste collected or transported;
 - d. Name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
 - e. Date and place where the waste was deposited;
 - f. Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
 - g. Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
 - h. The volume of the grease waste received; and
 - i. A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
 - (3) Manifests shall be divided into five parts and records shall be maintained as follows:
 - a. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
 - b. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
 - c. One part of the manifest shall go to the receiving facility.

- d. One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.
 - e. One copy of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.
 - f. One part of the manifest shall go to the local authority.
- (4) Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the POTW.
- (f) *Alternative treatment.*
- (1) A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of any surfactant, solvent, or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include, but are not limited to, enzymes, soap, diesel, kerosene, terpene, and other solvents.
 - (2) It is an affirmative defense to an enforcement of subsection (f)(1) that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.
 - (3) Bioremediation media may be used with the POTW's approval if the person has proved to the satisfaction of the POTW that laboratory testing which is appropriate for the type of grease trap to be used has verified that:
 - a. The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160F (71C).
 - b. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.
 - c. The use of the bioremediation media does not cause foaming in the sanitary sewer.
 - d. The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. pH levels must be between five and 11.
 - (4) All testing designed to satisfy the criteria set forth in subsection (f)(3) shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality and which are defined in Title 40, Code of Federal Regulations, Part 136 or Title 30, Texas Administrative Code § 319.11. Testing shall be open to inspection by the POTW and shall meet the POTW's approval.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-233. Schedule of fees.

- (a) When the city grants a trap waiver due to space constraints and/or historical landmarks and requires a waiver fee, the FPSE shall pay an annual waiver fee of such amount as set forth in appendix B to the Code of Ordinances. The city council shall make the final decisions with regard to authorizing a waiver.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Sec. 114-234. Schedule of penalties.

Penalties shall be according to the appendix B of the Code of Ordinances.

(Ord. No. 1659, § 1(Exh. A), 12-1-2020)

Secs. 114-235—114-240. Reserved.