



# CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, December 10, 2024 at 6:00 PM  
COUNCIL CHAMBERS | 1901 5th Street

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## COUNCIL MEMBERS

**Mayor:** Robert K Nelson

**Mayor Pro Tem:** Becca Sitz

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

### Vision Statement

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

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## AGENDA

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

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

### CALL TO ORDER AND CERTIFICATION OF QUORUM

#### INVOCATION & PLEDGE

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

*Councilman Brad Westmoreland*

#### MISSION STATEMENT

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

*Councilman Brad Westmoreland*

#### 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.

## **PUBLIC HEARINGS**

- 1.** A public hearing before the City Council to hear any and all persons desiring to be heard on or in connection with any matter or question involving the proposed annexation into the City of Bay City, Texas, tracts of land totaling approximately 1.748 acres of land, being a portion of all that certain GCA Ventures, LLC called 28.24 acre tract as recorded in Clerk's File No. 2007-075954 and corrected in Clerk's File No. 2007-079080 of the Matagorda County Official Records in the Reuben P.T. Stone 1/4 League Abstract 92, Matagorda County, Texas.
- 2.** A public hearing before the City Council to hear any and all persons desiring to be heard on or in connection with any matter or question involving the proposed annexation into the City of Bay City, Texas, tracts of land totaling approximately 3.6816 acres tract of land, being out of and a part of Reserve "A" corrected Plat of Bay Way Estates recorded in Volume 8, Pg. 16, M.C.P.R., located in the J.F. Bowman Survey, A-9, Matagorda County, Texas.
- 3.** A public hearing to consider the advisability of the creation of Reinvestment Zone Number Five (5), Bay city, Texas for Tax Increment Financing purposes pursuant to Chapter 311, Texas Tax Code.

## **ACKNOWLEDGEMENT FROM CITY MANAGER**

## **ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS**

## **CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

- 4.** A Resolution formalizing the selection of Engineering Geotechnical, and Architectural Service Providers previously approved by City Council on February 27, 2024 for project implementation using Local, State, and Federal funding.
- 5.** An Interlocal Agreement between the City of Bay City and Matagorda County for library services for the 2025 year.

## **DEPARTMENT REPORTS**

- 6.** Airport Report

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

- 7.** Ordinance ~ An Ordinance of the City Council of the City of Bay City, Texas, Pursuant to Chapter 311 of the Texas Tax Code, Creating Tax Increment Financing Reinvestment Zone Number Five, City of Bay City, Texas. Scotty Jones, City Manager

- 8.** Ordinance ~ Discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas annexing to the City of Bay City, Texas a total of 7.575 acres of land located in the RPT Stone Abstract 0092, Matagorda County, Texas and extending the boundary limits of the City so as to include the hereinafter described property within the City of Bay City's city limits; adopting a Service Plan providing for the extension of municipal services to the area so annexed and granting all inhabitants and owners of property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances, and regulations of the city of Bay City; providing for a severability clause; and providing an effective date. Scotty Jones, City Manager
- 9.** Agreement ~ Discuss, consider, and/ or approve a Chapter 380 Economic Development Agreement between the City of Bay City and BC Development Group, LLC. Scotty Jones, City Manager
- 10.** Ordinance ~ Discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas annexing to the City of Bay City, Texas a total of 3.6816 acres of land located in the Bay Way Estates, Reserve A, Matagorda county, Texas and extending the boundary limits of the City so as to include the hereinafter described property within the City of Bay City's city limits; adopting a Service Plan providing for the extension of municipal services to the area so annexed and granting all inhabitants and owners of property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances, and regulations of the city of Bay City; providing for a severability clause; and providing an effective date. Scotty Jones, City Manager
- 11.** Resolution ~ Discuss, Consider, and/ or Approve a Resolution of the City of Bay City, Texas, to authorize the Bay City Community Development Corporation to enter into a contract with Fit for Life (First Reading) - Jessica Russell, Executive Director, BCCDC
- 12.** Resolution ~ Discuss, Consider, and/ or Approve a Resolution of the City of Bay City, Texas, to authorize the Bay City Community Development Corporation to enter into a contract with El Zarape. (First Reading) - Jessica Russell, Executive Director, BCCDC
- 13.** Bids ~ Discuss, consider, and/ or approve authorization for the City of Bay City to issue requests for proposals (RFPs) for administrative services and requests for qualification (RFQs) for engineering services related to the Texas General Land Office (GLO) Disaster Recovery Resilience Program (DRRP). Gabriel Lopez, Engineering Tech.
- 14.** Appointment ~ Discuss, consider and/ or approve the re-appointment of Robert Howard and Lyn McCalister to the Bay City Housing Authority Board. Robert K. Nelson, Mayor
- 15.** Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the re-appointment of Matagorda County Precinct 1 Commissioner (Edward "Bubba" Cook) and Matagorda

**County Precinct 2 Commissioner (Mike Estlinbaum), to Board of Directors to Reinvestment Zone Number One (1), City of Bay City, Texas (Downtown).** Scotty Jones, City Manager

- 16. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the re-appointment of Matagorda County Precinct 1 Commissioner (Edward "Bubba" Cook) and Matagorda County Precinct 2 Commissioner (Mike Estlinbaum), to Board of Directors to Reinvestment Zone Number Two (2), City of Bay City, Texas.** Scotty Jones, City Manager
- 17. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the re-appointment of Samantha Denbow, Tina Israel, and Matagorda County Precinct 1 Commissioner (Edward "Bubba" Cook) to Board of Directors to Reinvestment Zone Number Four (4), City of Bay City, Texas.** Scotty Jones, City Manager
- 18. Legal ~ Discuss, consider, and/or approve participation in the Kroger Opioid Settlement.** Anne Marie Odefey, City Attorney

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

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

#### **RECONVENE AND ACTION**

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

#### **ADJOURNMENT**

#### **AGENDA NOTICES:**

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

#### **CERTIFICATION OF POSTING**

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, December 6, 2024 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

**PUBLIC HEARING  
CITY OF BAY CITY**

The City of Bay City will hold a public hearing at 6:00 p.m. on December 10, 2024, in the Bay City Council Chambers, 1901 Fifth St., Bay City, Texas, 77414, to receive public comments regarding the following:

Discuss and recommend action to annex to the city limits of the City of Bay City the following tract of land:

1.748 acre tract of land, being a portion of all that certain GCA Ventures, LLC called 28.24 acre tract as recorded in Clerk's File No. 2007-075954 and corrected in Clerk's File No. 2007-079080 of the Matagorda County Official Records in the Reuben P.T. Stone ¼ League Abstract 92, Matagorda County, Texas.

Persons interested in the annexation are encouraged to be heard. Written comments may also be submitted to the Mayor at the address above. Persons with disabilities or others requiring auxiliary aids or services to participate in this hearing should make arrangements with the City Secretary at 979-245-2137 at least two days before the hearing.

**PUBLIC HEARING  
CITY OF BAY CITY**

The City of Bay City will hold a public hearing at 6:00 p.m. on December 10, 2024, in the Bay City Council Chambers, 1901 Fifth St., Bay City, Texas, 77414, to receive public comments regarding the following:

Discuss and recommend action to annex to the city limits of the City of Bay City the following tract of land: 3.6816 acre tract of land, being out of and a part of Reserve "A" corrected Plat of Bay Way Estates recorded in Volume 8, Pg. 16, M.C.P.R., located in the J.F. Bowman Survey, A-9, Matagorda County, Texas.

Persons interested in the annexation are encouraged to be heard. Written comments may also be submitted to the Mayor at the address above. Persons with disabilities or others requiring auxiliary aids or services to participate in this hearing should make arrangements with the City Secretary at 979-245-2137 at least two days before the hearing.

**PUBLIC HEARING NOTICE****NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF BAY CITY, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF REINVESTMENT ZONE NUMBER FIVE, BAY CITY, TEXAS FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311, TEXAS TAX CODE**

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 10, 2024, at City Hall, 1901 Fifth Street, Bay City, TX 77414, for the purpose of considering the creation of Reinvestment Zone Number Five, Bay City, Texas, located within the boundaries of the City and the City’s extraterritorial jurisdiction.

All persons are invited to attend the hearing and speak for or against the amendment of Tax Increment Reinvestment Zone Number Five, Bay City, Texas, the proposed boundaries, or the concept of tax increment financing. Written or oral statements will be considered. The legal description and boundary map of the proposed Reinvestment Zone Number Five, Bay City, Texas, are on file and open for public inspection in the office of the City Secretary at 1901 Fifth Street, Bay City, TX 77414. Questions or requests for additional information may be directed to David Pettit, David Pettit Economic Development, LLC, [dpettit@dpedllc.com](mailto:dpettit@dpedllc.com); 817-439-9515.





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

## AGENDA ITEM SUBMISSION FORM

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

**Requestor Name:** Lopez, Gabriel **Date Submitted:** 11/25/2024  
*Last, First* *MM/DD/YYYY*

**Requestor Type:** City Staff **Meeting Date:** 12/10/2024  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Engineering Technician  
*For City Staff Only*

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

### Agenda Content:

**FOR CONSIDERATION AND/OR APPROVAL OF A RESOLUTION TO FORMALIZE THE SELECTION OF ENGINEERING, GEOTECHNICAL, AND ARCHITECTURAL SERVICE PROVIDERS, PREVIOUSLY APPROVED BY CITY COUNCIL UNDER AGENDA ITEM 8 ON FEBRUARY 27, 2024, FOR PROJECT IMPLEMENTATION USING LOCAL, STATE, AND FEDERAL FUNDING.**

### Executive Summary of Item:

**Background:** City Council previously approved the selection of engineering, geotechnical, and architectural service providers under Agenda Item 8 on February 27, 2024, following a competitive RFQ process. This approval established these firms as qualified providers for professional services on City projects.

Formalizing this selection through a resolution ensures compliance with federal procurement regulations under 2 CFR § 200. This step is required to affirm the City's adherence to procurement standards and meet administrative requirements for projects funded through local, state, and federal sources. The resolution provides a clear, documented basis for these professional services to be utilized in upcoming projects.

The list of awarded firms is included in **Attachment A**.

**Financial Implications:** Future costs for services provided by these firms will be tied to specific projects and budgeted accordingly within the scope of each project's funding source. Work Authorizations issued under the awarded contracts from this RFQ will detail the scope of work and associated costs for each project. These Work Authorizations will be brought back to City Council for discussion, consideration, and approval.

**Community Sustainability:** This resolution ensures that the City is positioned to implement projects efficiently and in accordance with funding requirements, which promotes long-term infrastructure reliability and supports community growth.

**Recommendation:** City staff recommends that City Council approve the resolution formalizing the selection of engineering, geotechnical, and architectural service providers to ensure compliance with federal procurement standards and support the successful implementation of City projects.

**Attachments:**

- Attachment A
- Resolution

## RESOLUTION R-2024-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR ENGINEERING, ARCHITECTURAL, AND GEOTECHNICAL SERVICES FOR UPCOMING CAPITAL IMPROVEMENT PROJECTS.**

**WHEREAS**, the City of Bay City recognizes the need for professional services, including civil engineering, architectural, geotechnical, and surveying services, to effectively plan, design, and implement various capital improvement projects; and

**WHEREAS**, in order to identify qualified and responsive providers for these services, a Request for Qualifications (RFQ) process was conducted in accordance with Chapter 2254 of the Texas Government Code and the procurement standards outlined in 2 CFR Part 200; and

**WHEREAS**, the Statement of Qualifications submitted by the due date were reviewed by a selection review committee to determine the most qualified and responsive providers for each professional service, giving consideration to the 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; and

**WHEREAS**, the selection review committee's recommendations were presented to and approved by the City Council during the regular City Council meeting held on February 27, 2024, under Agenda Item 8, establishing a formal selection of twelve professional service providers; and

**WHEREAS**, this resolution seeks to formalize the previously approved selection of professional service providers for compliance and documentation purposes, ensuring adherence to applicable procurement laws and regulations;

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

- Section 1. The professional service providers listed in **Attachment A** are authorized to provide engineering, architectural, and geotechnical services for upcoming capital improvement projects, contingent upon the successful negotiation and execution of contracts.
- Section 2. The City Manager or Mayor is authorized to negotiate and execute contracts with the selected service providers as required.
- Section 3. All contracts with the selected providers shall conform to Chapter 2254 of the Texas Government Code. Contracts funded in whole or in part by federal awards shall also comply with the requirements of 2 CFR Part 200.

Section 4. The City of Bay City reaffirms its commitment to transparency, accountability, and adherence to all applicable laws in the selection and contracting of professional service providers.

PASSED AND APPROVED on the \_\_\_\_\_ day of December 2024

**CITY OF BAY CITY, TEXAS**

\_\_\_\_\_  
**Robert K. Nelson, Mayor**

**ATTEST:**

**APPROVED as to FORM:**

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

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

# Attachment A

<b>Civil Engineering Firms</b>
Aguirre & Fields
CivilCorp, LLC
Civil PEs
Garver, LLC
Huitt-Zollars, Inc.
Lynn Engineering
Urban Engineering
Vogler & Spencer, Inc.

<b>Geotechnical Firms</b>
GeoTech Engineering & Testing
Terracon Consultants, Inc.
ECS Southwest, LLP

<b>Architectural Firms</b>
Joiner Architects





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

### AGENDA ITEM SUBMISSION FORM

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**Requestor Name:** Denbow, Samantha **Date Submitted:** 12/2/2024  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 12/14/2024  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Library Director  
*For City Staff Only*

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

**Agenda Content:**

**Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Matagorda County for library services for the 2024 year.**

**Executive Summary of Item:**

**BACKGROUND:** The City assumed the Management & Operation of the Bay City Public Library and the Sargent Library. Both locations benefit the County residents. In return, the County provides funding each year. The agreement is effective January 1, 2025 through December 31, 2025.

**FINANCIAL IMPLICATIONS:** County contributes \$200,000.

**IMPACT ON COMMUNITY SUSTAINABILITY:** The Bay City Library is an active and responsive part of the community by supporting citizens, local businesses & institutions through its numerous events and programs. The Library leads as a Civic Educator, Conversation Starter, Community Bridge, & Visionary.

**RECOMMENDATION:** Staff recommends City Council approve the Interlocal Agreement

**ATTACHMENTS:** Interlocal Agreement.

INTERLOCAL AGREEMENT BETWEEN  
MATAGORDA COUNTY AND CITY OF BAY CITY  
REGARDING THE BAY CITY PUBLIC LIBRARY

THIS INTERLOCAL AGREEMENT (“Agreement”) is made between MATAGORDA COUNTY, having its principal place of business at 1700 7<sup>th</sup> Street, Bay City, Matagorda County, Texas 77414, referred to as “County,” and CITY OF BAY CITY, having its principal place of business at 1901 5<sup>th</sup> Street, Bay City, Matagorda County, Texas, 77414, referred to as “City.”

WITNESSETH:

WHEREAS, Chapter 791, entitled the Interlocal Cooperation Act of the Texas Government Code provides that local governments may contract with one another to increase the efficiency and effectiveness of their governmental services and functions; and

WHEREAS, County and City are separate governmental entities; and

WHEREAS, County and City find it mutually beneficial and in the public interest for County to participate with an established library to provide library services; and

WHEREAS, City has the necessary personnel and is willing to assume the management and operation of the Bay City Public Library; and

WHEREAS, the parties desire to undertake a governmental function or service in which the parties do not have any pecuniary purpose, and there is no profit motive; and the only purpose of the contract is to further the public good; and

WHEREAS, County has authority under Section 323.011 of the Texas Local Government Code to contract with an established library to provide library services within the county.

NOW, THEREFORE, County and City, in consideration of the mutual promises and covenants contained in this Agreement, do agree as follows with respect to County’s contribution to the operation of the Bay City Public Library:

ARTICLE 1. LEGAL AUTHORITY

Each party warrants that it possesses adequate legal authority to enter into this Agreement. The governing body of each party has authorized its respective signatory officials to enter into this Agreement and bind each party to the terms of this Agreement and any subsequent amendments thereto.

ARTICLE 2. APPLICABLE LAW

County and City agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3. WHOLE AGREEMENT

This Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4. TERM OF AGREEMENT

This Agreement is effective for the term beginning January 1, 2025, through December 31, 2025. The term may be extended for an additional term or terms upon the Agreement of the parties which agreement shall be in writing signed by the parties on or before the last day of the term or any extensions thereof.

ARTICLE 5. SCOPE OF AGREEMENT

This Agreement covers the annual amount that County will pay to the City out of the general fund of the county to provide library services at the Bay City Public Library.

ARTICLE 6. PAYMENTS FROM CURRENT REVENUES

County shall make all payments pursuant to this agreement from current revenues available to County in accordance with § 791.011 of the Texas Government Code.

ARTICLE 7. CONTROL, DIRECTION AND MANAGEMENT

By entering into this Agreement, the parties do not intend to form a joint enterprise.

At no time will the parties have an equal or mutual right of control. At all times City reserves its superior right to control the direction and management of the enterprise solely for liability purposes under this Agreement and/or solely by virtue of the City’s undertaking the responsibility of managing the Bay City Public Library.

ARTICLE 8. GENERAL DUTIES OF COUNTY AND CITY

County shall provide funding in the amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00) in 2025, subject to budget approval of the Matagorda County Commissioners Court. County’s involvement in the library is limited to providing

*Interlocal Agreement Between Matagorda County and City of Bay City Regarding the Bay City Public Library FY 2025*



funding. County shall have no responsibility for performing any other duties or providing any other resources.

Payment will be made by County in equal quarterly payments made on or before January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup> and October 31<sup>st</sup>, and mailed to City at the address provided below.

This obligation is contingent on the City managing and operating the library. In the event the City does not manage and operate the library, then County will cease contributions immediately.

#### ARTICLE 9. DUTIES OF COUNTY AND CITY FOR SARGENT BRANCH

County shall provide space for the Sargent Library within the VFW building, 20305 FM 457 Hwy, Bay City, TX 77414, owned by County. The space allocated to the Sargent Library is reflected in the diagram attached as Exhibit.

County shall manage the project including, but not limited to, conducting, coordinating, and scheduling project activities and assuring quality control.

County shall maintain documentation and records for the improvements and provide them to the City and/or Friends of the Sargent Library upon request.

County shall conduct renovations according to the designs prepared and approved by the City. If an issue arises with the design, the County shall obtain the City's approval for changes.

County shall be responsible for the maintenance and repairs of the building.

County will provide property coverage for the building and County contents. The County will not be liable for any loss, damage or theft of any property of the City or others kept or stored in the library space.

City shall be responsible for the cost of any repairs to the premises or damages caused by misuse or negligence of the library employees or their guests or invitees.

City shall be responsible for maintaining their area neat and orderly. City shall be responsible for the electricity on the library space.

#### ARTICLE 10. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations.

The parties hereto may alter or amend this Agreement. Such amendments that are mutually agreed upon by City and County in writing shall be incorporated into this Agreement.

ARTICLE 11. SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 12. TITLES NOT RESTRICTIVE

The titles assigned to the various sections of this Agreement are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section or part of this Agreement.

ARTICLE 13. VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with this Agreement shall lie exclusively in Matagorda County, Texas.

ARTICLE 14. NOTICES

All notices required by this Agreement shall be delivered in person or by United States mail, postage prepaid, and shall be addressed:

To Matagorda County:

Matagorda County  
Attn: County Judge  
1700 7<sup>th</sup> Street, Room 301  
Bay City, Texas 77414

To Bay City:

City of Bay City  
Attn: Robert K. Nelson  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414

[SIGNATURE PAGE FOLLOWS]

AGREED to and ADOPTED by the Commissioners Court of Matagorda Texas on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

MATAGORDA COUNTY

\_\_\_\_\_  
STEPHANIE WURTZ  
COUNTY CLERK

\_\_\_\_\_  
By: BOBBY SEIFERMAN  
COUNTY JUDGE

AGREED to and ADOPTED by governing body of the City of Bay City on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF BAY CITY

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

\_\_\_\_\_  
By: ROBERT K. NELSON  
MAYOR

# Bay City Regional Airport

Airport Update



# Air Operations

October 1, 2023 to September 30, 2024

ITEM #6.



**VirTower LLC**  
 13721 Jetport Commerce Pkwy, Suite 2  
 Fort Myers FL 33913  
 Phone +1 888 31 70 747  
 virtower.com | info@virtower.com

**Airport Operations**

**Snapshot Local Time**

Start Date 10/01/2023 00:00 LT  
 End Date 09/30/2024 23:59 LT

Creation 12/05/2024 10:24  
 User james\_mason  
 Customer ID KBYY

**Summary**

Landings		Take-Offs		Totals	
Single Engine	1539	Single Engine	1795	Single Engine	3334
Single Engine Turbine	1	Single Engine Turbine	1	Single Engine Turbine	2
Multi Engine	36	Multi Engine	41	Multi Engine	77
Multi Engine Turbine	8	Multi Engine Turbine	13	Multi Engine Turbine	21
Business Jet	40	Business Jet	44	Business Jet	84
Helicopter	282	Helicopter	377	Helicopter	659
Military	91	Military	92	Military	183
Military Helicopter	2	Military Helicopter	2	Military Helicopter	4
Light Sport Aircraft	72	Light Sport Aircraft	83	Light Sport Aircraft	155
<b>TOTAL</b>	<b>2071</b>	<b>TOTAL</b>	<b>2448</b>	<b>TOTAL</b>	<b>4519</b>

- October 1, 2023 to September 30, 2024

- Number of Sales: 317

- Units Total: 26,595.21

- Sales Total: \$119,619.00

## Jet-A Fuel Sales



## AvGas Fuel Sales

- October 1, 2023 to September 30, 2024
  - Number of Sales: 548
  - Units Total: 14,310.38
  - Sales Total: \$74,941.16



# Wildlife Incursions

- In 2024, 7 coyotes have been removed from the Airport utilizing our partnership with the U.S. Department of Wildlife Services and our Depredation Permit with the Texas Parks & Wildlife Department.
- The Depredation Permit allows us to remove deer on the Airport any time of the year.
- During the spring and fall I have asked that we not remove deer in the traditional manner, over concerns of mothers with babies.
- We've began a program of harassment with the intent to see if this will be effective in keeping wildlife out until our runway project in FY25.
- The runway project incorporates wildlife fencing that will finish enclosing the airport.
- Wildlife fencing alone will not stop all animals from getting on the property and posing a safety issue, but when we employ all of these steps, we mitigate our chances of a wildlife incursion.
- Increases safety and complies with grant assurances for the Airport.





ITEM #6.



# Wildlife Encountered 2024

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## Wildlife Deterrent

### Solar Motion Detectors

- 6 solar motion detectors
- Flash a light and emit sound when activated
- Installed along the west fence line in wildlife trails.
- Discourage wildlife from jumping over or crawling through the barb wire fencing.

# AWOS Replacement Project

## AWOS Update



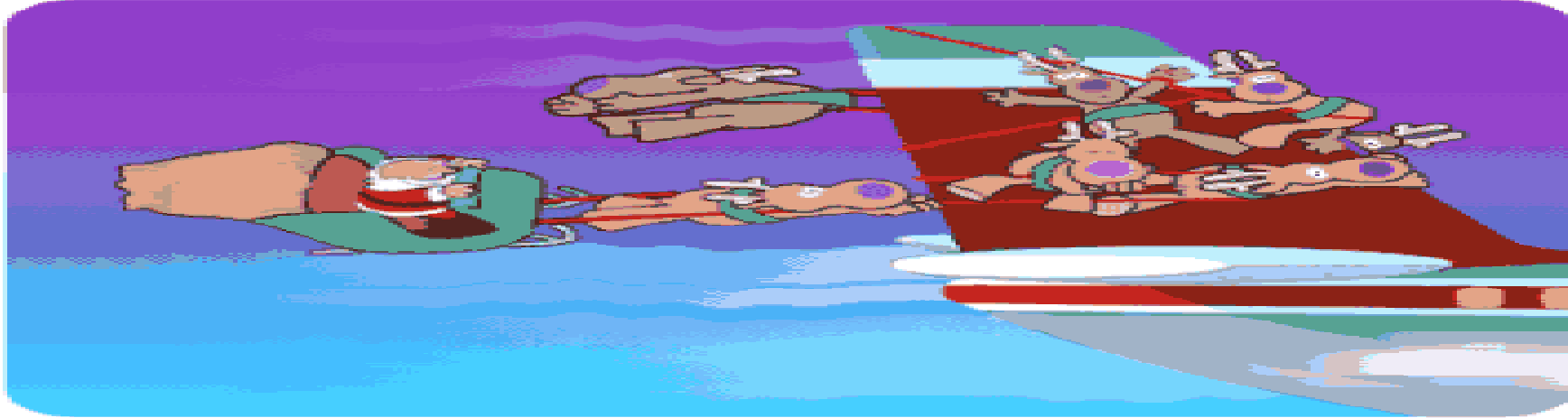
The replacement of the airport AWOS (automated weather observation system) is behind schedule. This is due to a back log at the FAA in approving necessary paperwork for the install. The good news is that all the approvals have been received. The install is scheduled for the week of December 9<sup>th</sup>. The install should only take a couple of days to complete, and the FAA will inspect and approve the new system on the 12<sup>th</sup> of

# Hangar Capacity

- Total of 55 T-hangars to lease.
- Currently we can only rent 44 due to the condition of A-row.
- During Hurricane Beryl 8 T-hangars were damaged and will require repair. These hangars have been turned into FEMA, and we are working on getting engineered estimates on the cost for those repairs.
- Of the 44 hangars we have available 2 were damaged in the hurricane.
- We currently have 37 tenants in T-hangars and 6 being used by the city for storage (auction vehicles, evidence & office desks).
- Currently we have 7 aircraft on a waiting list.
- Our main hangar is currently full with two tenants. Williams Energy and Gibson Aviation.
- The main hangar door replacement project is moving along through TxDOT and the FAA. We are waiting on some paperwork to be completed so I can submit the grant packet. The IJA grant is funded at 95% – 5%.

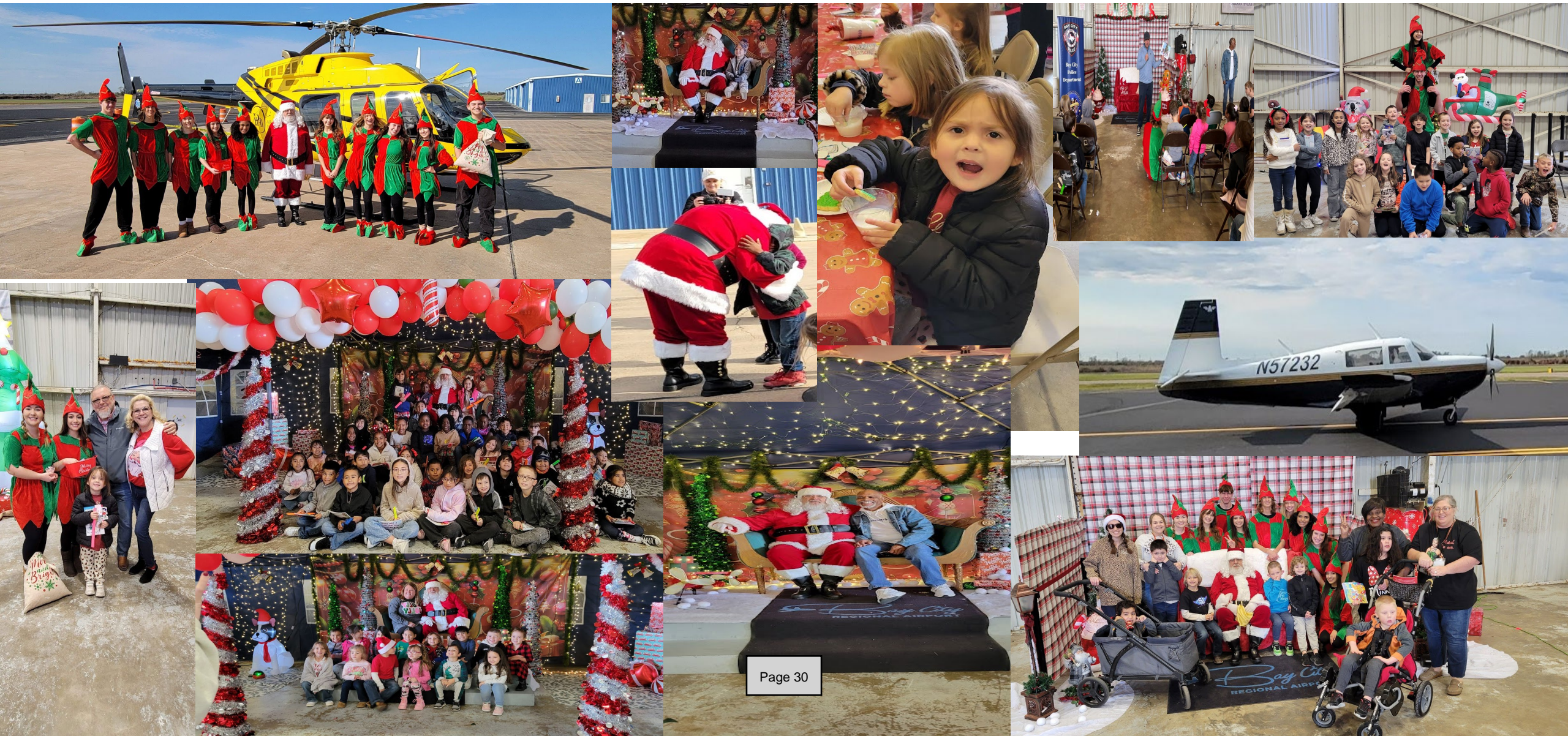


# Santa's Fly-In Storytime



We just completed our 7<sup>th</sup> annual Santa's Fly-In Storytime. We had 500/600 children from local schools, Van Vleck, Linnie Roberts, Cherry, Creative Care, and . We also had a great turnout of home-schooled children and the public. Our sensory friendly section had around 7 Children attend. We had helicopters from DPS, PHI Medical and the Coast Guard attending. Mr. Jason Brown flew Santa in for the event. The Van Vleck drama department Elves assisted Santa again this year and I can't thank them enough.

# Photos of 7<sup>th</sup> Annual Santa's Fly-In Storytime



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# Photos of 7<sup>th</sup> Annual Santa's Fly-In Storytime



# Bay City Regional Airport Love Where You Live

I have been working on a design for the Airport's Love Where You Live campaign. When I couldn't figure out what to do, I asked Mrs. Angela Hadash to assist me with creating the design.

I am proud to say that we have a design and have shirts available for sell to our visitors.



**An Ordinance of the City Council of the City of Bay City, Texas,  
Pursuant to Chapter 311 of the Texas Tax Code, Creating Tax  
Increment Financing Reinvestment Zone Number Five, City of Bay  
City, Texas**



## **EXECUTIVE SUMMARY**

### **BACKGROUND:**

#### **Strategic Goal: Planning & Development- Develop TIRZ 5 to encourage development**

On November 15, 2022, the City Council approved a professional services agreement with David Pettit Development, LLC to create Tax Increment Reinvestment Zone Number Five (TIRZ #5). The proposed TIRZ is a non-contiguous zone focused on redevelopment.

On July 16, 2024, Jessica Russell, Bay City CDC Executive Director and Gabriel Lopez, City Engineer Tech reviewed the proposed boundaries. On November 12, 2024, the Council reviewed some modified boundaries to include some strategic areas that will support this redevelopment focused TIRZ.

The creation ordinance attached establishes the boundary, term, TIRZ board, City participation, and the preliminary project and financing plan.

**RECOMMENDATION:** Staff recommends approving the ordinance as presented

**ATTACHMENTS:** Ordinance creating TIRZ 5

**CITY OF BAY CITY, TEXAS**

**ORDINANCE NO. [REDACTED]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FIVE, CITY OF BAY CITY, TEXAS**

**WHEREAS**, the City of 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 contiguous or noncontiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the “ETJ”) 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 and the City’s ETJ, which is more specifically described in *Exhibits "A" and "B"* of this Ordinance (the "Zone"), through the creation 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**, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Five, City of Bay City*, attached as *Exhibit C* (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

**WHEREAS**, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on December 1, 2024, which date is before the seventh (7th) day before the public hearing held on December 10, 2024; and

**WHEREAS**, at the public hearing on December 10, 2024, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

**WHEREAS**, evidence was received and presented at the public hearing on December 10, 2024, and in favor of the creation of the Zone; and

**WHEREAS**, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 10, 2024; and

**WHEREAS**, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

**WHEREAS**, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

**WHEREAS**, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY 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, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as defined in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
  - 1. It is a geographic area located within the City limits of the City and the City's ETJ; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

**SECTION 3. DESIGNATION AND NAME OF THE ZONE.**

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits “A” and “B” hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Five, City of Bay City, Texas (hereinafter referred to as the “Zone”).

**SECTION 4. BOARD OF DIRECTORS.**

That a board of directors for the Zone is hereby created. The board of directors ("Board") shall consist of nine (9) members. Of these nine (9) members, each taxing unit other than the City that levies taxes on real property in the Zone and contributes tax increment to the Zone may, but is not required to, appoint a member to the Board per the Act. Four of the directors shall be appointed for two-year terms, beginning on the effective date of this Ordinance, while five of the directors shall appointed to a one-year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. If a taxing unit receives two director's positions, the terms of the positions shall not expire in the same year.

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone’s project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

**SECTION 5. DURATION OF THE ZONE.**

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2059 (with the final year’s tax increment to be collected by September 1, 2060); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

**SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.**

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the Zone was designated as a reinvestment zone.

The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) a percentage of the City’s tax increment generated by the City’s tax rate, as described in the Project and Finance Plan approved by the City Council, and as

defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

**SECTION 7. TAX INCREMENT FUND.**

That there is hereby created and established a “Tax Increment Fund” for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

**SECTION 8. 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 9. 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 10. EFFECTIVE DATE.**

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

PASSED AND APPROVED ON this \_\_\_\_\_ day of December 2024.

**CITY OF BAY CITY**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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

\_\_\_\_\_  
Scotty Jones  
City Manager

***EXHIBIT A*****BOUNDARY DESCRIPTION**

Bay City TIRZ #5 consists of nine noncontiguous areas within the City limits and the City's extraterritorial jurisdiction.

**Area #1**

Beginning at the northwest corner of Property ID 10399, thence

East across the northern boundary of Property ID 10399 to the point the northeast corner of Property ID 10399 meets the western right of way boundary of State Highway 60, thence

East across State Highway 60 to the point the northwest corner of Property ID 10381 meets the eastern right of way boundary of State Highway 60, thence

South along the eastern right of way boundary of State Highway 60 to the point it meets the southern point of Property ID 10381, thence

North along the southern boundary of Property ID 10381 to the point it meets the northeast corner of Property ID 131904, thence

South along the eastern boundary of Property ID 131904 to the point it meets the northern boundary of the easement directly north of Property ID 10393, thence

South across the easement to the northern boundary of Property ID 10392, thence

West along the southern boundary of the easement, continuing along the boundary of Property ID 10393 to the point the southwest corner of Property ID 10393 meets the eastern right of way boundary of State Highway 60, thence

West across State Highway 60 to the point where the northeast corner of Property ID 128242 meets the southern boundary of the easement directly south of Property ID 10399, thence

West along the southern boundary of the easement directly south of Property ID 10399 to the point it meets Property ID 10688, thence

North to the southwest corner of Property ID 10399, thence

North along the western boundary of Property ID 10399 to the northwest corner of Property ID 10399, which is the point of beginning.

**Area #2**

Consisting of Property ID 27207, legally described as BAY WAY ESTATE, RESERVE A, ACRES 1.67.

**Area #3**

Beginning at the point where the northeast corner of Property ID 10682 meets the northern right of way boundary of 12<sup>th</sup> Street, thence

East along the northern right of way boundary of 12<sup>th</sup> Street, continuing east along the northern right of way boundary of County Road 12 to the point it meets the southwest corner of Property ID 43390, thence

North along the western boundary of Property ID 43390, continuing north to the western boundary of Property ID 43392, thence

Continuing east along the northern boundary of Property ID 43392, continuing east along the northern boundary of Property ID 43390, thence

South along the eastern boundary of Property ID 43390, then south along the eastern boundary of Property ID 43472, then continuing south again along the eastern boundary of Property ID 43390 to the point it meets the northern right of way boundary of 12<sup>th</sup> Street, thence

East along the northern right of way boundary of 12<sup>th</sup> Street to the point it meets the eastern right of way Avenue K, thence

South along the eastern right of way Avenue K to the point it meets the southwest corner of Property ID 25612, thence

East along the southern boundary of Property ID 25612, continuing west crossing Avenue L, Avenue M, Cottonwood Avenue, Sycamore Street, Nichols Avenue, and Mary Avenue, to the southwest corner of Property ID 38296, thence

South to the northeast corner of Property ID 27604, thence

West along the northern boundary of Property ID 27604, continuing west crossing Mary Avenue, Nichols Avenue, Sycamore Street, Cottonwood Avenue, Avenue M, and Avenue L, to the point the western right of way boundary of Avenue K meets the northeast corner of Property ID 25571, thence

North along the western right of way boundary of Avenue K to the point it meets the southern right of way boundary of 12<sup>th</sup> Street, thence

West along the southern right of way boundary of County Road 12 to the point it meets the eastern right of way boundary of Avenue H, thence

South along the eastern right of way boundary of Avenue H to the point it meets the southern right of way boundary of 11<sup>th</sup> Street, thence

West across Avenue H to the western right of way boundary of Avenue H, thence

North along the western right of way boundary of Avenue H to the point it meets the southern right of way boundary of 12<sup>th</sup> Street, thence

West along the southern right of way boundary of 12<sup>th</sup> Street, continuing west along the southern right of way boundary of County Road 12 to the point it meets the northeast corner of Property ID 15120, thence

South along the eastern boundary of Property ID 15120 to the point it meets the northern right of way boundary of 9<sup>th</sup> Street, thence

East along the northern right of way boundary of 9<sup>th</sup> Street to the point it meets the western right of boundary Avenue E, thence

South to the southern right of way boundary of 9<sup>th</sup> Street, thence

West along the southern right of way boundary of 9<sup>th</sup> Street to the point it meets Property ID 118754, thence

North across the right of way of 9<sup>th</sup> Street to the southwest corner of Property ID 15100, thence

North along the western boundary of Property ID 15100 to the point it meets the southern right of way boundary of County Road 12, thence

West along the southern right of way boundary of County Road 12 to the point it meets the northwest boundary of Property ID 15132, thence

East along the northern boundary of Property ID 15132, continuing south along the boundary of Property ID 15132 to the point it meets Property ID 15103, thence

South along the eastern boundary of Property ID 15103 to the point it meets the northern right of way boundary of 7<sup>th</sup> Street, thence

South across 7<sup>th</sup> Street to the point the southern right of way boundary of 7<sup>th</sup> Street meets the northern boundary of Property ID 15110, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the northeast corner of Property ID 15104, thence

South along the eastern boundary of Property ID 15104 to the point it meets Property ID 88601, thence

South along the eastern boundary of Property ID 88601 to the point it meets the northern right of way boundary of Dr. Martin Luther King Jr. Drive, thence

South across Dr. Martin Luther King Jr. Drive to the northeast corner of Property ID 12257, thence

South along the eastern boundary of Property ID 12257, continuing west and then north along the boundary of Property ID 12257 to the point the northwest corner of Property ID 12257 meets the southern right of way boundary of Martin Luther King Jr. Drive, thence

West along the southern right of way boundary of Martin Luther King Jr. Drive to the point it meets the eastern right of way boundary of Nile Valley Drive, thence

North along the eastern right of way boundary of Nile Valley Road to the point it meets the northwest corner of Property ID 115403, thence

East along the northern boundary of Property ID 115403 to the point it meets Property ID 15104, thence

East and then north along the boundary of Property ID 15104 to the point it meets the southern right of way boundary of 7<sup>th</sup> Street, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the northwest corner of Property ID 88576, thence

North across 7<sup>th</sup> Street to the southwest corner of Property ID 10684, thence

North along the western boundary of Property ID 10684 to the point it meets the western corner of Property ID 10683, thence

Continuing north to the western boundary of Property ID 10682, continuing north and then east along the boundary of Property ID 10682 to the northeast corner of Property ID 10682 where it meets the northern right of way boundary of County Road 12, which is the point of beginning.

**Area #4:**

Consisting of Property ID 12265, legally described as AB 0045, E HALL, ACRES 174.184, (NEW SURVEY) (DEED SAVES & EXCEPTS 1.1689 AC & 5.627 AC FOR ROW) (NILE VALLEY).

**Area #5:**

Beginning at the point where the western right of way boundary of Moore Avenue meets the southern right of way boundary of 7<sup>th</sup> Street, thence

North along the western right of way boundary of Moore Avenue to the northeast corner of Property ID 43502, thence

East across Moore Avenue to the northwest corner of Property ID 24478, thence

East along the northern boundaries of Property IDs 24478 and 24479 to the point the northeast corner of Property ID 24479 meets the western right of way boundary of Avenue A, thence

East across Avenue A to the northwest corner of Property ID 24577, thence

East and then north along the northern boundary of Property ID 24577, continuing south to the point it meets the northern boundary of Property ID 24582, thence

East along the northern boundary of Property ID 24582 to the point it meets the western right of way boundary of Avenue B, thence

North along the western right of way boundary of Avenue B to the point it meets the northeast corner of Property ID 24581, thence

East across Avenue B to the northwest corner of Property ID 24739, thence

East across the northern boundaries of Property IDs 24739, 24740, 24741, and 24744, to the point the northeast corner of Property ID 24744 meets the western right of way boundary of Avenue C, thence

South along the western right of way boundary of Avenue C, thence

East across Avenue C to the point the southwest corner of Property ID 24855 meets the northern boundary of the easement separating Property ID 24855 and Property ID 24846, thence

East across the northern boundary of the easement, continuing east across Avenue D, to the point the easement meets the western right of way boundary of Avenue E, thence

South along the western right of way boundary of Avenue E to the point where the northeast corner of Property ID 24963 meets the southern boundary of the easement separating Property ID 24963 and Property ID 24964, thence

West along the southern boundary of the easement to the point it meets the eastern right of way boundary of Avenue C, thence

West across Avenue C to the southeast corner of Property ID 24736, thence

West along the southern boundaries of Property IDs 24736 and 24738, to the point where the southwest corner of Property ID 24738 meets the eastern right of way boundary of Avenue B, thence

West across Avenue B to the southeast corner of Property ID 24586, thence

West along the southern boundaries of Property IDs 24586, 24587, 24588, and 24589, to the point where the southwest corner of Property ID 24589 meets the eastern right of way boundary of Avenue A, thence

South along the eastern right of way boundary of Avenue A to the point it meets the southern right of way boundary of 6<sup>th</sup> Street, thence

West along the southern right of way boundary of 6<sup>th</sup> Street to the point it meets the western right of way Moore Avenue, thence

North along the western right of way Moore Avenue to the point the western right of way boundary of Moore Avenue meets the southern right of way boundary of 7<sup>th</sup> Street, which is the point of beginning.

**Area #6**

Beginning at the point where the western right of way boundary of Live Oak Avenue meets the southern right of way boundary of 7<sup>th</sup> Street, thence

North along the western right of way boundary of Live Oak Avenue to the point it meets the northeast corner of Property ID 46901, thence

East across Live Oak Avenue to the northwest corner of Property ID 46908, thence

East across the northern boundaries of Property IDs 46908, 46909, and 46911 to the point the northeast corner of Property ID 46911 meets the western right of way boundary of Elm Avenue, thence

East across Elm Avenue to the northwest corner of Property ID 46916, thence

South along the eastern right of way boundary of Elm Avenue to the point it meets the northern right of way boundary of 7<sup>th</sup> Street, thence

East along the northern right of way boundary of 7<sup>th</sup> Street to the point it meets the western right of way boundary of Sycamore Street, thence

North along the western right of way boundary of Sycamore Street to the point it meets the southwest corner of 46916, thence

East across Sycamore Street to the northwest corner of Property ID 37820, thence

East across the northern boundary of Property IDs 37820 and 37821 to the point the northeast corner of Property ID 37821 meets the western right of way boundary of Cypress Avenue, thence

East across Cypress Avenue to the northwest corner of Property ID 37822, thence

East across the northern boundary of Property ID 37822 to the northwest corner of Property ID 37823, thence

North to the southwest corner of Property ID 37837, thence

North along the western boundary of Property ID 37837 to the point it meets the southern right of way boundary of 8<sup>th</sup> Street, thence

East along the southern right of way boundary of 8<sup>th</sup> Street to the point it meets the eastern right of way boundary of Peach Avenue, thence

South along the eastern right of way boundary of Peach Avenue to the point it meets the northwest corner of Property ID 37826, thence

East along the northern boundaries of Property IDs 37826, 37828, and 37830, to the point the northeast corner of Property ID 37830 meets the western right of way boundary of Nichols Road, thence

South along the western right of way boundary of Nichols Road to the point it meets the northern right of way boundary of 7<sup>th</sup> Street, thence

East along the northern right of way boundary of 7<sup>th</sup> Street to the point it meets the southwest corner of Property ID 40030, thence

North and then east along the boundary of Property ID 40030 to the point it meets the northwest corner of Property ID 123268, thence

East then south along the boundary of Property ID 123268 to the point the southeast corner of Property ID 123268 meets the northern right of way boundary of 7<sup>th</sup> Street, thence

South across 7<sup>th</sup> street to the point the southern right of way boundary of 7<sup>th</sup> Street meets the western right of way boundary of Katy Avenue, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the northeast corner of Property ID 40981, thence

South along the eastern right of way boundary of Property ID 40981, continuing west along the boundary to the point it meets the eastern right of way boundary of Mary Avenue, thence

West across Mary Avenue to the southeast corner of Property ID 40980, thence

South along the western right of way boundary of Mary Avenue to the point it meets the northern right of way boundary of 6<sup>th</sup> Street, thence

West along the northern right of way boundary of 6<sup>th</sup> Street to the point it meets the eastern right of way boundary of Nichols Road, thence

North along the eastern right of way boundary of Nichols Road to the point it meets the southern right of way boundary of 7<sup>th</sup> Street, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the northeast corner of Property ID 43690, thence

South along the eastern boundary of Property ID 43690, continuing west along the southern boundary to the point it meets the eastern right of way boundary of Peach Avenue, thence

West across Peach Avenue to the southeast corner of Property ID 43681, thence

West along the southern boundaries of Property IDs 43681, 118337, 118339, and 118335, to the point the southwest corner of Property ID 118335 meets the eastern right of way boundary of Cypress Avenue, thence

West across Cypress Avenue to the southeast corner of Property ID 43673, thence

West along the southern boundaries of Property IDs 43673, 43672, 43671, and 43670, to the point the southwest corner of Property ID 43670 meets the eastern right of way boundary of Sycamore Street, thence

West across Sycamore Street to the southeast corner of Property ID 40887, thence

North along the western right of way boundary of Sycamore Street to the point it meets the southern right of way boundary of 7<sup>th</sup> Street, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the western right of way boundary of Live Oak Avenue, which is the point of beginning.

**Area #7**

Beginning at the northwest corner of Property ID 19984 where it meets the southern right of way boundary of Rose Street, thence

East along the southern right of way boundary of Rose Street to the point it meets the northeast corner of Property ID 46563, thence

South along the eastern boundary of Property ID 46563 to the point it meets the northwest corner of Property ID 19987, thence

East then south along the boundary of Property ID 19987 to the point it meets the northern right of way boundary of 7<sup>th</sup> Street, thence

East along the northern right of way boundary of 7<sup>th</sup> Street to the point it meets the southwest corner of Property ID 19989, thence



North along the western boundary of Property ID 19989 to the point it meets the western boundary of Property ID 19991, thence

Continuing north along the western boundary of Property ID 19991, continuing east then south along the boundary of Property ID 19991 to the point it meets the northern right of way boundary of 7<sup>th</sup> Street, thence

East along the northern right of way boundary of 7<sup>th</sup> Street to the point it meets the southwest corner of Property ID 20169, thence

North along the western boundary of Property ID 20169, continuing to follow the boundary of Property ID 20169 to the point the southeast corner of Property ID 20169 meets the northern right of way boundary of 7<sup>th</sup> Street, thence

East along the northern right of way boundary of 7<sup>th</sup> Street to the point it meets the southeast corner of Property ID 28419, thence

South across 7<sup>th</sup> Street to the point the southern right of way boundary of 7<sup>th</sup> Street meets the northeast corner of Property ID 20984, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the northeast corner of Property ID 20982, thence

South along the eastern boundary of Property ID 20982 to the point it meets the northeast corner of Property ID 20981, thence

South along the eastern boundary of Property ID 20981, continuing to follow the boundary of Property ID 20981 to the point the western corner of Property ID 20981 meets the southern corner of Property ID 20982, thence

North along the western boundary of Property ID 20982 to the point the western corner of Property ID 20982 meets the southern right of way boundary of 7<sup>th</sup> Street, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the eastern boundary of Property ID 20202, thence

South along the eastern boundary of Property ID 20202, continuing to follow the boundary west and then north, to the point it meets the southern right of way boundary of 7<sup>th</sup> Street, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the northeast corner of Property ID 122096, thence

South along the eastern boundary of Property ID 122096, continuing to follow the boundary west and then north, to the point it meets the southern right of way boundary of 7<sup>th</sup> Street, thence

West along the southern right of way boundary of 7<sup>th</sup> Street to the point it meets the western right of way boundary of FM 457, thence

South along the western right of way boundary of FM 457 to the point it meets the southern right of way boundary of Sargent Ct, thence

West along the southern right of way boundary of Sargent Ct to the point it meets the northeast corner of Property ID 20010, thence

South along the eastern boundary of Property ID 20010 to the point the southeast corner of Property ID 20010 meets the northern right of way boundary of the Union Pacific railroad, thence

West along the northern right of way boundary of the Union Pacific railroad to the point it meets the western right of way boundary of Norvell Avenue, thence

North along the western right of way boundary of Norvell Avenue to the point it meets the northeast corner of Property ID 41001, thence

West along the northern boundary of Property ID 41001, continuing west along the northern boundary of Property ID 41003 to the northwest corner of Property ID 41003, thence

Continuing south along the western boundary of Property ID 41003 to the point the eastern right of way boundary of Waldron Avenue meets the southern right of way boundary of 5<sup>th</sup> Street, thence

West along the southern right of way boundary of 5<sup>th</sup> Street to the point it meets the western right of way boundary of Clover Avenue, thence

North along the western right of way boundary of Clover Avenue to the point it meets the southeast corner of Property ID 41029, thence

West along the southern boundary of Property ID 41029 to the point it meets the southeast corner of Property ID 41028, thence

West along the southern boundary of Property ID 41028 to the point it meets the eastern right of way boundary of Helen Avenue, thence

North along the eastern right of way boundary of Helen Avenue to the point it meets the southern right of way boundary of 6<sup>th</sup> Street, thence

West along the southern right of way boundary of 6<sup>th</sup> Street to the point it meets the western right of way boundary of Gloria Avenue, thence

North along the western right of way boundary of Gloria Avenue to the point it meets the northeast corner of Property ID 40988, thence

North across 7<sup>th</sup> Street to the southern boundary of Property ID 19983, thence

East along the southern boundary of Property ID 19983 to the point it meets the southwest corner of Property ID 19984, thence

North along the western boundary of Property ID 19984 to the point the northwest corner of Property ID 19984 meets the southern right of way boundary of Rose Street, which is the point of beginning.

**Area #8**

Consisting of Property ID 131895, legally described as AB 0151, JOHN DUNCAN, ACRES 2.0, AB 151 & AB 150 (VAN VLECK ISD -AG SITE).

**Area #9**

Beginning at the point where the southern right of way boundary of Whitson Street meets the eastern right of way boundary of Roberts Road, thence

South along the eastern right of way boundary of Roberts Road to the point it meets the northwest corner of Property ID 48989, thence

East across the northern boundary of Property ID 48989, continuing east along the northern boundary of Property ID 48984, to the point it meets the western boundary of Property ID 48986, thence

East and then north along western boundary of Property ID 48986, to the point it meets the southern right of way boundary of Whitson Street, thence

North across Whitson Street to the southwestern corner of Property ID 48981, thence

East along the northern right of way boundary of Whitson Street to the point it meets the western right of way boundary of Avenue F, thence

North along the western right of way boundary of Avenue F to the point it meets the southeast corner of Property ID 48977, thence

West along the southern boundary of Property ID 48977, continuing north along the western boundary to the point it meets the southern boundary of Property ID 48976, thence

West along the southern boundary of Property ID 48976, continuing north along the western boundary of Property ID 48976 to the point it meets the southern right of way boundary of Helen Street, thence

North across Helen Street to the southern boundary of Property ID 12344, thence

West along the southern boundary of Property ID 12344, continuing north along the western boundary to the point it meets the southwest corner of Property ID 12346, thence

North and then east along the boundary of Property ID 12346 to the point it meets the southwest corner of Property ID 43736, thence

North along the western boundaries of Property IDs 43736, 43735, and 12350 to the point the northwest corner of Property ID 12350 meets the southern right of way boundary of Austin Street, thence

North across Austin Street, continuing east along the northern right of way boundary of Austin Street to the point it meets the southwest corner of Property ID 40734, thence

North along the western boundaries of Property IDs 40734, 40731, and 126118 to the point the northwest corner of Property ID 126118 meets the southern right of way boundary of Matthews Street, thence

North across Matthews Street to the southwest corner of Property ID 40746, thence

North along the western boundaries of Property IDs 40746, 40745, 40744, and 40743 to the point the northwest corner of Property ID 40743 meets the southern right of way boundary of Rugeley Street, thence

North across Rugeley Street to the southwest corner of Property ID 25130, thence

North along the western boundaries of Property IDs 25130, 25129, and 25127 continuing east along the northern boundary of Property ID 25127 to the western right of way boundary of Avenue F, thence

North along the western right of way boundary of Avenue F to the southeast corner of Property ID 25115, thence

West along the southern boundary of Property ID 25115, continuing north and then east along the boundary to the point it meets the southwest corner of Property ID 25122, thence

North along the western boundaries of Property IDs 25122, 25121, and 25120 to the point the northwest corner of Property ID 25120 meets the southern right of way boundary of 2<sup>nd</sup> Street, thence

East along the southern right of way boundary of 2<sup>nd</sup> Street to the point it meets the northeast corner of Property ID 25140, thence

South along the eastern boundary of Property ID 25140 to the point it meets the northern right of way boundary of the Union Pacific Railroad, thence

South across the Union Pacific Railroad to the northern boundary of Property ID 25135, thence

East along the northern boundary of Property ID 25135 to the northeast corner of Property ID 25135, thence

South along the eastern boundaries of Property IDs 25135, 25134, 25133, and 25131, to the point the southeast corner of Property ID 25131 meets the northern right of way boundary of Rugeley Street, thence

South across Rugeley Street to the northern boundary of Property ID 40717, thence

West along the southern right of way boundary of Rugeley Street to the northeast corner of Property ID 40718, thence

South along the eastern boundaries of Property IDs 40718, 40716, and 40715 to the point the southeast corner of Property ID 40715 meets the northern right of way boundary of Matthews Street, thence

South across Matthews Street to the northeast corner of Property ID 40729, thence

South along the eastern boundaries of Property IDs 40729, 40728, 40727, 40725, and 40723 to the point the southeast corner of Property ID 40723 meets the northern right of way boundary of Austin Street, thence

South across Austin Street to the northeast corner of Property ID 37451, thence

South along the eastern boundaries of Property IDs 37451, 37452, 37454, and 37455 to the point the southeast corner of Property ID 37455 meets the northern right of way boundary of Pearl Street, thence

South across Pearl Street to the northeast corner of Property ID 37459, thence

South along the eastern boundaries of Property IDs 37459, 37460, 37461, 37462, 12371, 12374, and 12375 to the point the southeast corner of Property ID 12375 meets the northern right of way boundary of Marguerite Street, thence

South across Marguerite Street to the northern boundary of Property ID 12391, thence

East along the southern right of way boundary of Marguerite Street to the northeast corner of Property ID 12391, thence

South along the eastern boundary of Property ID 12391, to the point it meets Property ID 12392, continuing south along the eastern boundary of Property IDs 12392, 12394, and 12393, to the point the southeast corner of Property ID 12393 meets the northern boundary of Property ID 12495, thence

East along the northern boundary of Property ID 12495, continuing south and then west along the boundary to the point it meets Property ID 12494, thence

South along the eastern boundary of Property ID 12494 to the point it meets the western right of way boundary of Nichols Road, thence

South along the western boundary of Nichols Road to the point it meets the southeast corner of Property ID 12510, thence

West along the southern right of way boundary of Property ID 12510 to the point it meets the northeast corner of Property ID 12517, thence

South along the eastern boundary of Property ID 12517 to the point it meets the northeast corner of Property ID 12526, thence

South along the eastern boundary of Property ID 12526, continuing west and then north along the boundary to the point the northwest corner of Property ID 12526 meets the southern boundary of Property ID 12517, thence

West along the southern boundary of Property ID 12517 to the point it meets the eastern right of way boundary of Mulberry Street, thence

North along the eastern right of way boundary of Mulberry Street to the point it meets the northwest corner of Property ID 12518, thence

East along the northern boundary of Property ID 12518 to the point it meets the western boundary of Property ID 12509, thence

South and then east along the boundary of Property ID 12509 to the point it meets the southwest corner of Property ID 12510, thence

North along the western boundary of Property ID 12510 to the point it meets the southern boundary of Property ID 12494, thence

West along the southern boundary of Property ID 12494 to the point it meets the southeast corner of Property ID 12496, thence

West along the southern boundary of Property ID 12496 to the point it meets the southeast corner of Property ID 27466, thence

North along the western boundary of Property ID 12496 to the point it meets the eastern right of way boundary of Kettering Drive, thence

North along the eastern right of way boundary of Kettering Drive to the point it meets the southern right of way boundary of Sandlewood Drive, thence

East along the southern right of way boundary of Sandlewood Drive, continuing along the right of way boundary of Sandlewood Drive to the southeast corner of Property ID 27329, thence

North along the eastern boundaries of Property IDs 27329, 27328, 27327, and 27326, to the point the northern corner of Property ID 27326 meets the eastern corner of the easement directly south of Property ID 12495, thence

West along the southern boundary of the easement directly south of Property ID 12495, to the point the northwest corner of Property ID 27313 meets the northeast corner of Property ID 12498, thence

South along the eastern boundaries of Property IDs 12498 and 12501, to the point the southeast corner of Property ID 12501 meets the northern right of way boundary of Baywood Drive, thence

West along the northern right of way boundary of Baywood Drive to the point it meets the eastern right of way boundary of Avenue F, thence

South across Baywood Drive to the northwest corner of Property ID 12502, thence

West across Avenue F to the northeast corner of Property ID 12274, thence

West along the southern right of way boundary of Baywood Drive to the point it meets the northeast corner of Property ID 87321, thence

South along the eastern boundary of Property ID 87321, continuing west and then north along the boundary to the point the northwest corner of Property ID 87321 meets the southern right of way boundary of Baywood Drive, thence

North across Baywood Drive to the southern boundary of Property ID 12275, thence

East along the northern right of way boundary of Baywood Drive to the point it meets the western right of way boundary of Avenue F, thence

North along the western right of boundary of Avenue F to the point it meets the southeast corner of Property ID 12336, thence

West along the southern boundary of Property ID 12336 to the point it meets the eastern right of way boundary of Roberts Road, thence

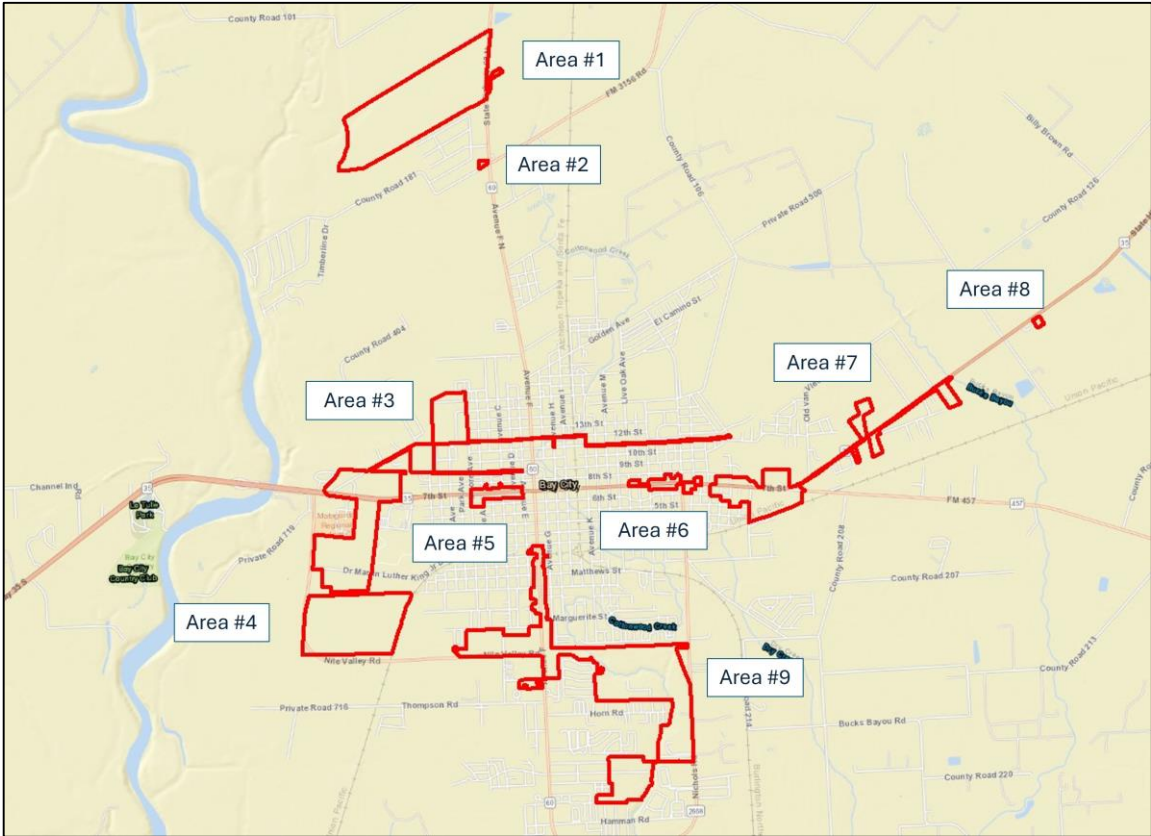
West across Roberts Road to the southeast corner of Property ID 49029, thence

West along the southern boundary of Property ID 49029, continuing to follow the boundary of Property ID 49029 to the point it meets the southwest corner of Property ID 49019, thence

North along the western boundary of Property ID 49019 to the point where the northwest corner of Property ID 49019 meets the southern right of way boundary of Whitson Street, thence

East along the southern right of way boundary of Whitson Street to the point it meets the eastern right of way boundary of Roberts Road, which is the point of beginning.

# EXHIBIT B BOUNDARY MAP



 - TIRZ Boundary



***EXHIBIT C***  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

# Tax Increment Reinvestment Zone #5 Bay City, Texas

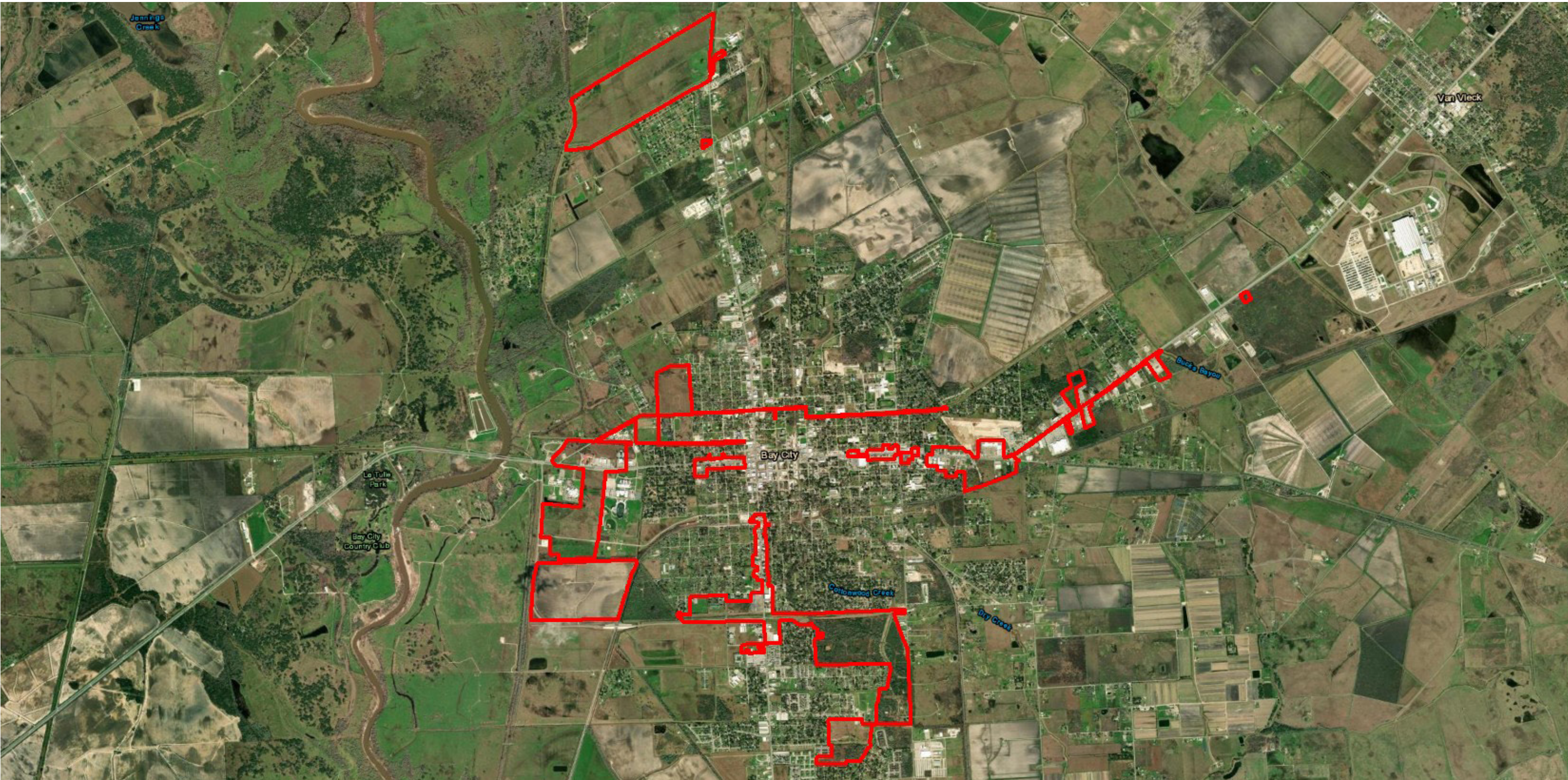
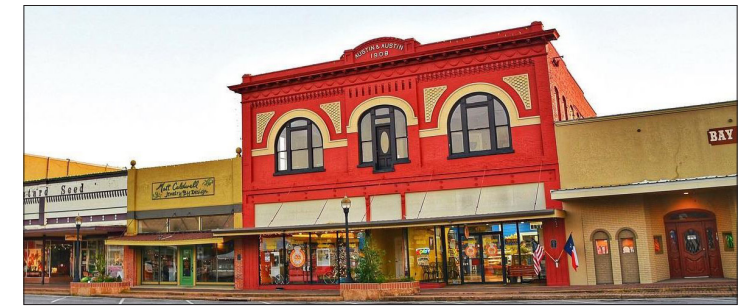


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- Project Costs ..... 5
- Financial Feasibility Analysis ..... 6
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Bay City, the county seat of Matagorda County, is an incorporated city at the junction of State Highways 35 and 60, in the north central 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.

**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.

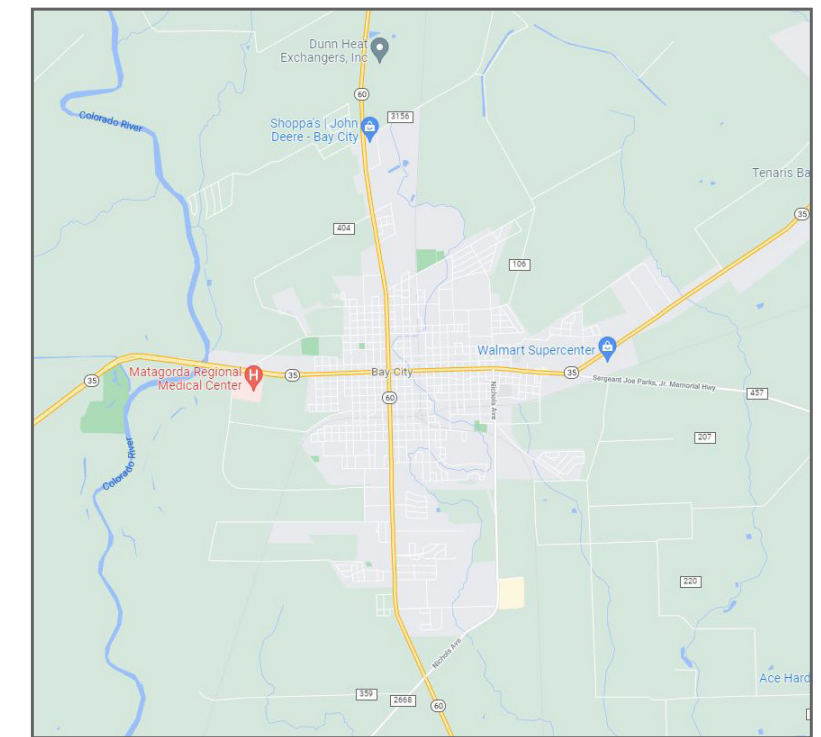
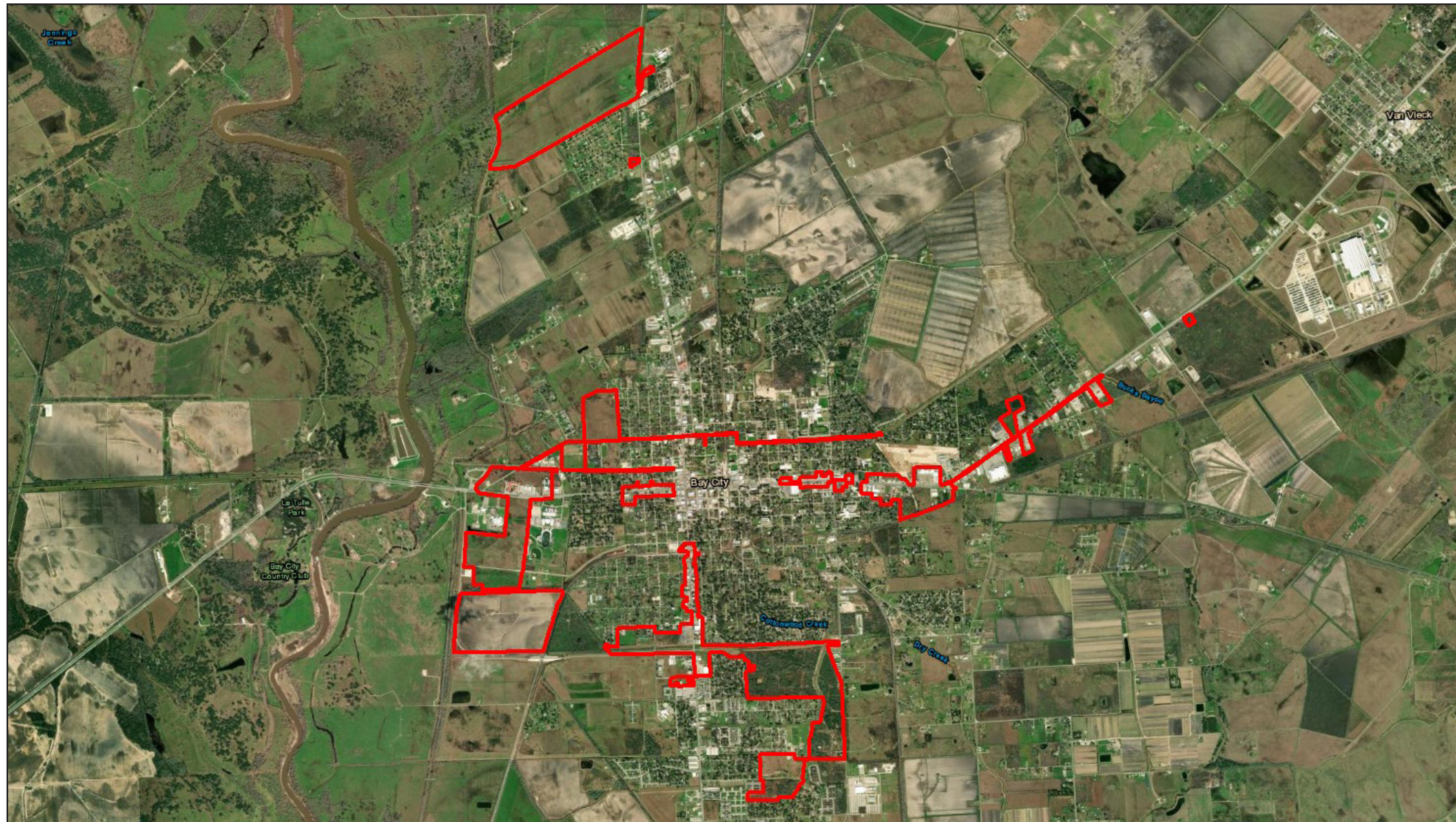
The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as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



**Tax Increment Reinvestment Zone #5, Bay City**

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ). On December 10, 2024 the City Council of the City of Bay City, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a noncontiguous geographic area within the City limits as Reinvestment Zone Number Five, City of Bay City, Texas. The goal of Tax Increment Reinvestment Zone #5 (TIRZ #5) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

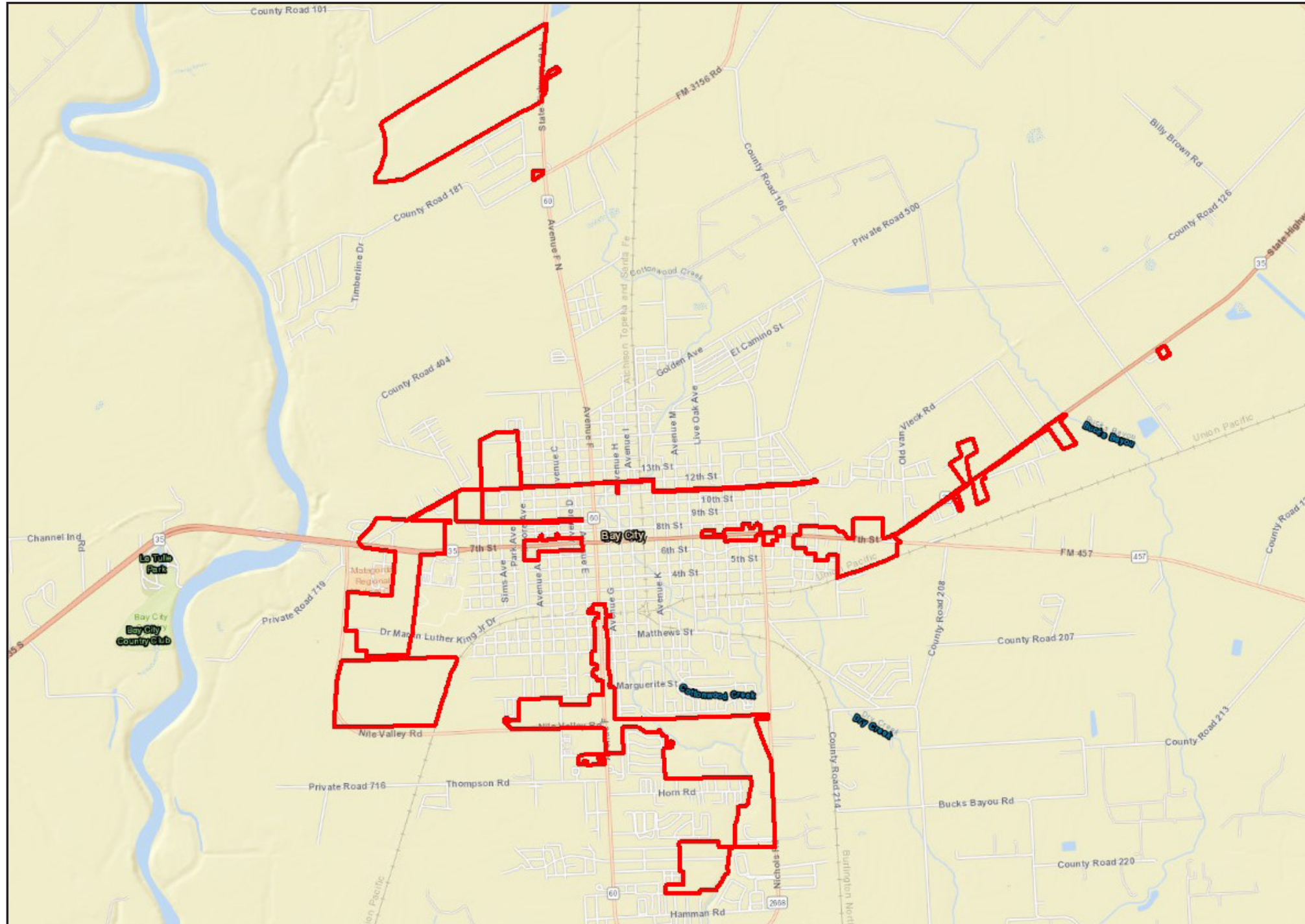
This preliminary project and financing plan outlines the funding of \$105,810,430 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Bay City. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ #5 Boundary

**Boundary Description**

Bay City TIRZ #5 consists of approximately 1,193 acres within nine noncontiguous areas within the City limits and the City's extraterritorial jurisdiction. Please see Appendix A for detailed legal descriptions of each area.



 - TIRZ #5 Boundary

**Land Use**

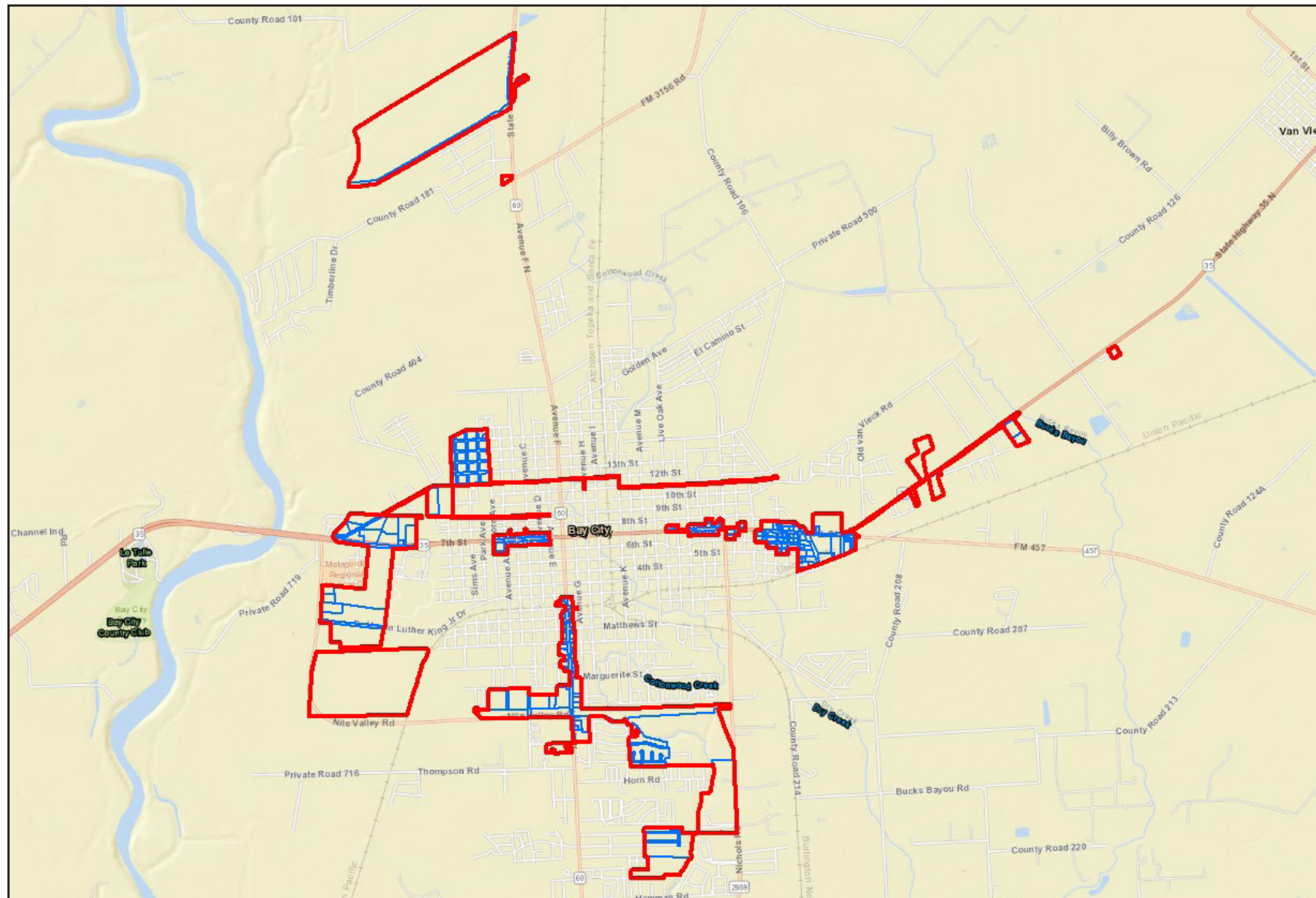
The land within the boundaries of the zone is developed primarily with commercial property well positioned for redevelopment, or vacant.

**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 230 parcels within the TIRZ #5 boundaries, listed in Appendix B. The 2024 estimated base taxable value is estimated at \$55,498,540 and will need to be verified with the Matagorda County Appraisal District.



**Anticipated Development**

The land within the zone is well positioned for future development and redevelopment. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. 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.

	SF/Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value
<b>TIRZ #5</b>				
Multifamily	124	2026	\$125,000	\$15,500,000
Retail Redevelopment	127,916	2026	\$70	\$8,954,120
QSR	3,500	2026	\$200	\$700,000
QSR	3,500	2026	\$200	\$700,000
QSR	3,500	2026	\$200	\$700,000
Restaurant	5,000	2027	\$200	\$1,000,000
Retail	10,000	2027	\$200	\$2,000,000
Single Family	94	2027	\$250,000	\$23,500,000
QSR	3,500	2028	\$200	\$700,000
Single Family	97	2029	\$250,000	\$24,250,000
QSR	3,500	2029	\$200	\$700,000
QSR	3,500	2029	\$200	\$700,000
Hotel	80	2030	\$100,000	\$8,000,000
Townhomes for Rent	125	2030	\$125,000	\$15,625,000
Single Family	225	2032	\$250,000	\$56,250,000
<b>Total</b>				<b>\$159,279,120</b>

**Project Costs of the Zone**

There are a number of improvements within Tax Increment Reinvestment Zone #5 that will be financed in part by incremental real property tax generated within the TIRZ.

<b>Proposed Project Costs - TIRZ #5</b>		
Water Facilities and Improvements	\$ 15,871,564	15.0%
Sanitary Sewer Facilities and Improvements	\$ 15,871,564	15.0%
Storm Water Facilities and Improvements	\$ 21,162,086	20.0%
Street and Intersection Improvements	\$ 21,162,086	20.0%
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 10,051,991	9.5%
Economic Development Grants	\$ 21,162,086	20.0%
Administrative Costs	\$ 529,052	0.5%
<b>Total</b>	<b>\$ 105,810,430</b>	<b>100.0%</b>

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. The scope of the projects and costs are estimates and may be revised, and are not meant to limit future TIRZ projects. Savings from one line item may be applied to a cost increase in another line item. The \$105,810,430 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, 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 will contribute 75% of its real property increment within the zone generated within the TIRZ. Per separate yet to be negotiated interlocal agreements, Matagorda County, Matagorda County Hospital District, and the Port of Bay City may each contribute 75% of their 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 unit and SF counts and the anticipated taxable values can be found on Page 4.

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 - 2024 Rates		Participation	
Bay City	0.56916000	75%	0.4268700
Matagorda County	0.34033000	75%	0.2552475
Matagorda County Hospital District	0.23995000	75%	0.1799625
Port of Bay City	0.04743000	75%	0.0355725
Cons & Recl District	0.00733000	0%	0.0000000
Coastal Plains GW District	0.00309000	0%	0.0000000
Drainage District #1	0.03447000	0%	0.0000000
Bay City ISD	1.01338000	0%	0.0000000
	<b>2.25514000</b>		<b>0.8976525</b>

Personal Property Tax - 2024 Rates		Participation	
Bay City	0.56916000	0%	0.0000000
Matagorda County	0.34033000	0%	0.0000000
Matagorda County Hospital District	0.23995000	0%	0.0000000
Port of Bay City	0.04743000	0%	0.0000000
Cons & Recl District	0.00733000	0%	0.0000000
Coastal Plains GW District	0.00309000	0%	0.0000000
Drainage District #1	0.03447000	0%	0.0000000
Bay City ISD	1.01338000	0%	0.0000000
	<b>2.25514000</b>		<b>0.0000000</b>

Sales Tax		Participation	
City	0.0150000	0.00%	0.0000000
CDC	0.0050000	0.00%	0.0000000
	<b>0.0200000</b>		<b>0.0000000</b>

► INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX	PARTICIPATION		
Bay City	0.56916000	75%	0.4268700
Matagorda County	0.34033000	75%	0.2552475
Matagorda County Hospital District	0.23995000	75%	0.1799625
Port of Bay City	0.04743000	75%	0.0355725
Cons & Recl District	0.00733000	0%	0.0000000
Coastal Plains GW District	0.00309000	0%	0.0000000
Drainage District #1	0.03447000	0%	0.0000000
Bay City ISD	1.01338000	0%	0.0000000
	2.25514000		0.8976525

PERSONAL PROPERTY TAX	PARTICIPATION		
Bay City	0.56916000	0%	0.0000000
Matagorda County	0.34033000	0%	0.0000000
Matagorda County Hospital District	0.23995000	0%	0.0000000
Port of Bay City	0.04743000	0%	0.0000000
Cons & Recl District	0.00733000	0%	0.0000000
Coastal Plains GW District	0.00309000	0%	0.0000000
Drainage District #1	0.03447000	0%	0.0000000
Bay City ISD	1.01338000	0%	0.0000000
	2.25514000		0.0000000

SALES TAX	PARTICIPATION		
City	0.01500000	0.00%	0.00000000
CDC	0.00500000	0.00%	0.00000000
	0.02000000		0.00000000

TIRZ #5	Year	AREA SF/UNITS	REAL PROPERTY \$ / SF	TAX VALUE	PERSONAL PROPERTY \$ / SF	TAX VALUE	SALES \$ / SF	TAX VALUE
Multifamily	2026	124	\$ 125,000.00	\$ 15,500,000	\$ -	-	\$ -	-
Retail Redevelopment	2026	127,916	\$ 70.00	\$ 8,954,120	\$ -	-	\$ -	-
QSR	2026	3,500	\$ 200.00	\$ 700,000	\$ 50.00	\$ 175,000	\$ 500.00	\$ 1,750,000
QSR	2026	3,500	\$ 200.00	\$ 700,000	\$ 50.00	\$ 175,000	\$ 500.00	\$ 1,750,000
QSR	2026	3,500	\$ 200.00	\$ 700,000	\$ 50.00	\$ 175,000	\$ 500.00	\$ 1,750,000
Restaurant	2027	5,000	\$ 200.00	\$ 1,000,000	\$ 50.00	\$ 250,000	\$ 500.00	\$ 2,500,000
Retail	2027	10,000	\$ 200.00	\$ 2,000,000	\$ 50.00	\$ 500,000	\$ 250.00	\$ 2,500,000
Single Family	2027	94	\$ 250,000.00	\$ 23,500,000	\$ -	-	\$ -	-
QSR	2028	3,500	\$ 200.00	\$ 700,000	\$ 50.00	\$ 175,000	\$ 500.00	\$ 1,750,000
Single Family	2029	97	\$ 250,000.00	\$ 24,250,000	\$ -	-	\$ -	-
QSR	2029	3,500	\$ 200.00	\$ 700,000	\$ 50.00	\$ 175,000	\$ 500.00	\$ 1,750,000
QSR	2029	3,500	\$ 200.00	\$ 700,000	\$ 50.00	\$ 175,000	\$ 500.00	\$ 1,750,000
Hotel	2030	80	\$ 100,000.00	\$ 8,000,000	\$ -	-	\$ -	-
Townhomes for Rent	2030	125	\$ 125,000.00	\$ 15,625,000	\$ -	-	\$ -	-
Single Family	2032	225	\$ 250,000.00	\$ 56,250,000	\$ -	-	\$ -	-
<b>TOTAL</b>				<b>159,279,120</b>		<b>1,800,000</b>		<b>15,500,000</b>

OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	29.4%	\$ 72,063,047	\$ 56,347,339	\$ 15,231,384
Matagorda County	13.8%	\$ 33,982,570	\$ 33,692,968	\$ -
Matagorda County Hospital District	9.8%	\$ 23,959,444	\$ 23,755,260	\$ -
Port of Bay City	1.9%	\$ 4,735,972	\$ 4,695,612	\$ -
Cons & Recl District	0.3%	\$ 731,914	\$ 725,676	\$ 6,237
Coastal Plains GW District	0.1%	\$ 308,542	\$ 305,913	\$ 2,629
Drainage District #1	1.4%	\$ 3,441,892	\$ 3,412,560	\$ 29,332
Bay City ISD	41.2%	\$ 101,187,838	\$ 100,325,509	\$ 862,330
CDC	2.1%	\$ 5,077,128	\$ -	\$ 5,077,128
	100.0%	\$ 245,488,348	\$ 223,260,838	\$ 20,308,512
		100.0%	90.9%	8.3%

TOTAL PARTICIPATION	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	47.6%	\$ 42,260,504	\$ 42,260,504	\$ -
Matagorda County	28.4%	\$ 25,269,726	\$ 25,269,726	\$ -
Matagorda County Hospital District	20.0%	\$ 17,816,445	\$ 17,816,445	\$ -
Port of Bay City	4.0%	\$ 3,521,709	\$ 3,521,709	\$ -
Cons & Recl District	0.0%	\$ -	\$ -	\$ -
Coastal Plains GW District	0.0%	\$ -	\$ -	\$ -
Drainage District #1	0.0%	\$ -	\$ -	\$ -
Bay City ISD	0.0%	\$ -	\$ -	\$ -
CDC	0.0%	\$ -	\$ -	\$ -
	100.0%	\$ 88,868,385	\$ 88,868,385	\$ -
		100.0%	0.0%	0.0%

NET BENEFIT	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
Bay City	19.0%	\$ 29,802,542	\$ 14,086,835	\$ 15,231,384
Matagorda County	5.6%	\$ 8,712,844	\$ 8,423,242	\$ -
Matagorda County Hospital District	3.9%	\$ 6,142,999	\$ 5,938,815	\$ -
Port of Bay City	0.8%	\$ 1,214,263	\$ 1,173,903	\$ -
Cons & Recl District	0.5%	\$ 731,914	\$ 725,676	\$ 6,237
Coastal Plains GW District	0.2%	\$ 308,542	\$ 305,913	\$ 2,629
Drainage District #1	2.2%	\$ 3,441,892	\$ 3,412,560	\$ 29,332
Bay City ISD	64.6%	\$ 101,187,838	\$ 100,325,509	\$ 862,330
CDC	3.2%	\$ 5,077,128	\$ -	\$ 5,077,128
	100.0%	\$ 156,619,963	\$ 134,392,453	\$ 20,308,512
		100.0%	85.8%	13.0%

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Main data table with columns for Calendar Year (0-35) and rows for REAL PROPERTY, PERSONAL PROPERTY, SALES TAX, and SUMMARY. Includes sub-sections for Multi-family, Retail Redevelopment, QSR, Restaurant, Retail, Hotel, Single Family, QSR/Restaurant, and City CDC. Each section contains Taxable Value, SF Taxable Value, and Total Taxable Value.



# Financial Feasibility Analysis - 100% of Tax Revenue Generated

ITEM #7.

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

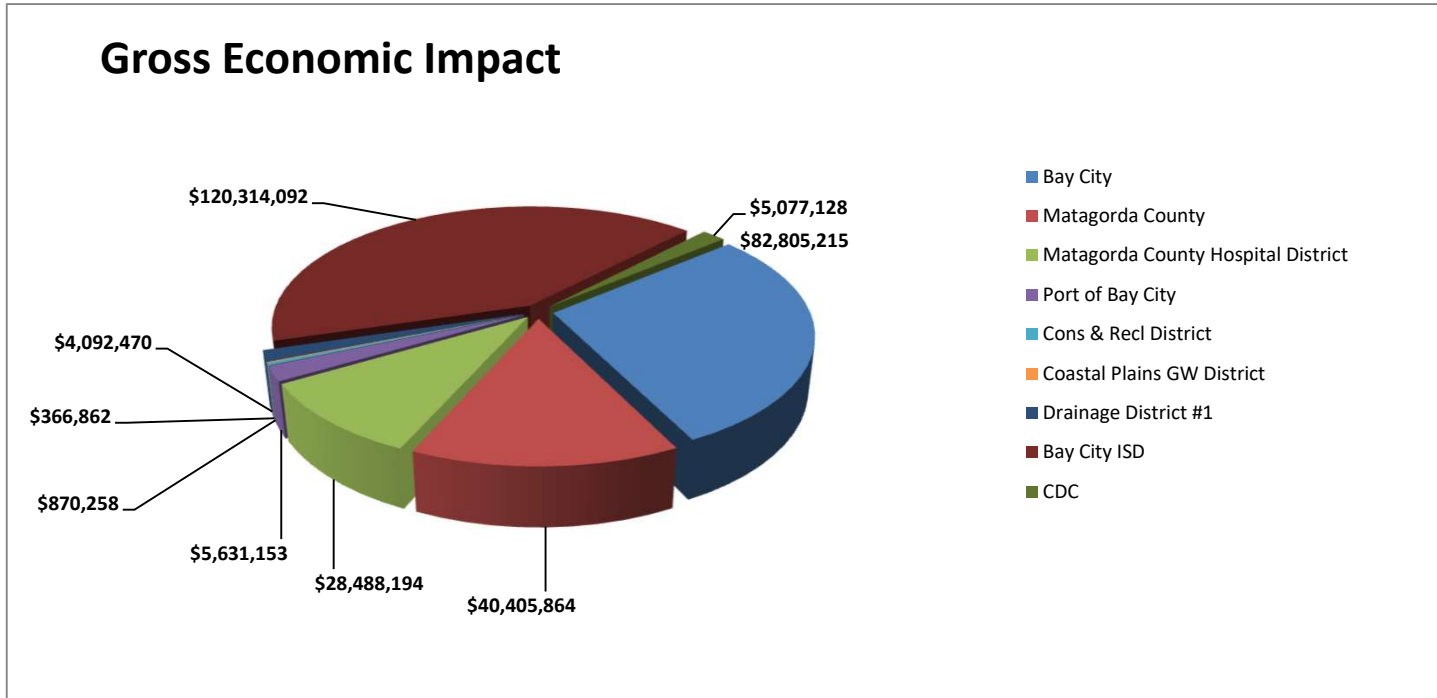
TAXABLE BASE YEAR GROWTH			3.50% DISCOUNT RATE			6.00%		
REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
Bay City	Matagorda County	Port of Bay City	Bay City	Matagorda County	Port of Bay City	City	City	City
0.5691600	0.3403300	0.0474300	0.5691600	0.3403300	0.0474300	0.0150000	0.0200000	0.0150000
100%	100%	100%	100%	100%	100%	100.00%	100.00%	100.00%
0.2395000	0.0733000	0.0073300	0.2395000	0.0733000	0.0073300			
100%	100%	100%	100%	100%	100%			
0.0344700	0.0039000	0.0344700	0.0344700	0.0039000	0.0344700			
100%	100%	100%	100%	100%	100%			
1.0133800	0.2251400	1.0133800	1.0133800	0.2251400	1.0133800			
100%	100%	100%	100%	100%	100%			

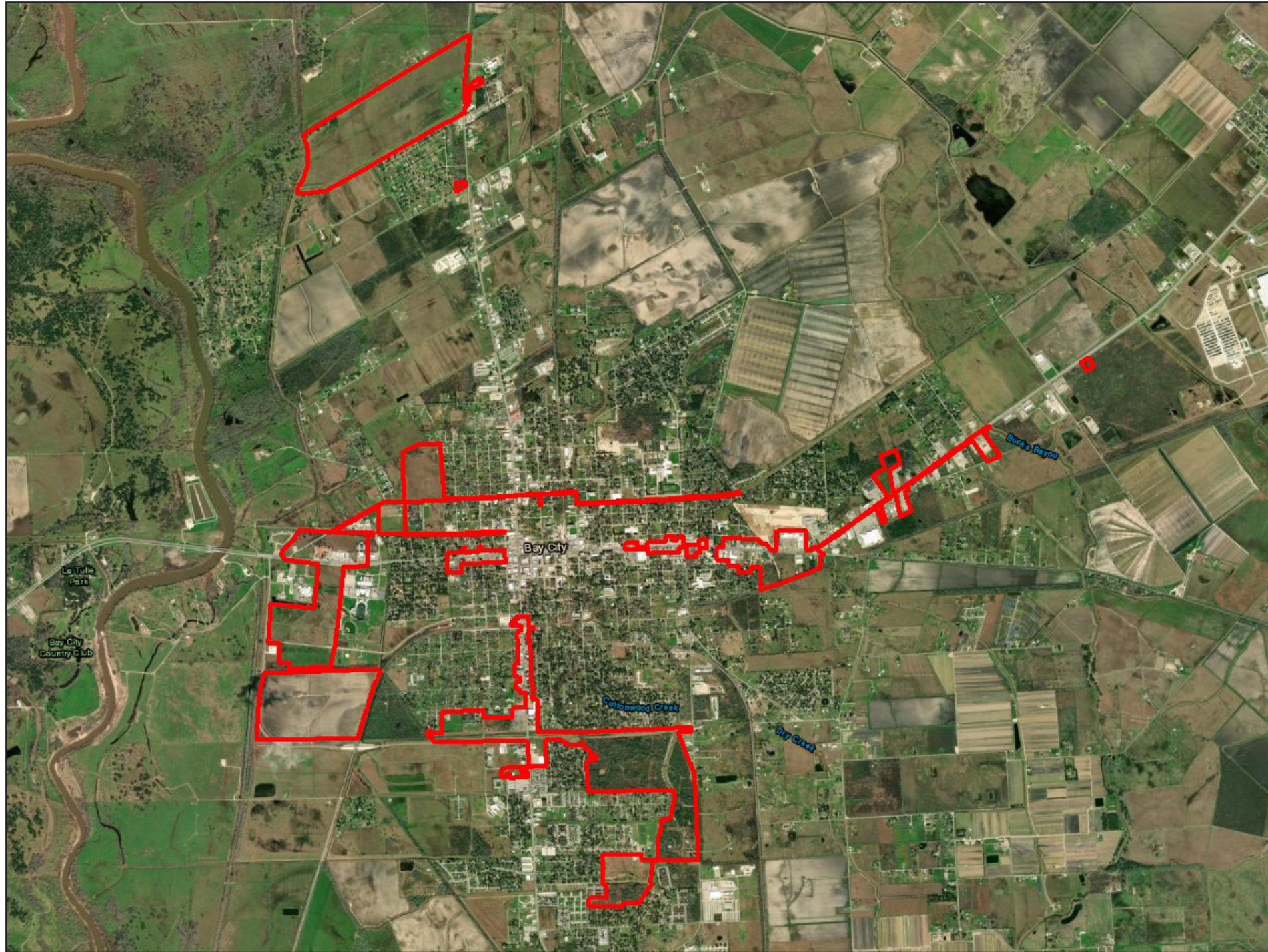
  

REVENUE YEAR	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	TOTALS	
<b>BASE YEAR</b>	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	55,498,540	
<b>TAXABLE VALUE</b>	55,498,540	57,440,989	59,451,424	61,532,223	63,685,851	65,914,856	68,221,876	70,609,642	73,080,979	75,638,813	78,286,172	81,026,188	83,862,104	86,797,278	89,835,183	92,979,414	96,233,694	99,601,873	103,087,938	106,696,016	110,430,377	114,295,440	118,295,780	122,436,133	126,721,397	131,156,646	135,747,129	140,498,278	145,415,718	150,505,268	155,772,953	161,225,006	166,867,881	172,708,257	178,753,046	185,009,403		
<b>TAXABLE VALUE INCREMENT</b>		1,942,449	3,952,884	6,033,683	8,187,311	10,416,316	12,723,336	15,111,102	17,582,439	20,140,273	22,787,632	25,527,648	28,363,564	31,298,738	34,336,643	37,480,874	40,735,154	44,103,333	47,589,398	51,197,476	54,931,837	58,796,900	62,797,240	66,937,593	71,222,857	75,658,106	80,248,589	84,999,738	89,917,178	95,006,728	100,274,413	105,726,466	111,369,341	117,209,717	123,254,506	129,510,863		
<b>REVENUE A</b>		11,056	22,498	34,341	46,599	59,286	72,416	86,008	100,072	114,630	129,698	145,293	161,434	178,140	195,430	213,326	231,848	251,019	270,860	291,396	312,650	334,648	357,417	380,962	405,372	430,616	456,743	483,785	511,773	540,740	570,722	601,753	633,870	667,111	701,515	737,124	7,732,124	
<b>TAXABLE VALUE GROWTH</b>		0.6111	13.453	20.534	27.864	35.450	43.301	51,428	59,838	68,543	77,553	86,876	96,530	106,519	116,885	127,569	138,534	150,097	161,961	174,240	186,950	200,103	213,719	227,859	242,397	257,487	273,110	289,280	306,015	323,336	341,264	359,819	379,023	398,900	419,472	440,764	4,623,254	
<b>REVENUE #1</b>		0	0	26,441,027	60,880,823	63,843,032	97,607,937	131,081,813	135,669,676	159,583,859	185,006,839	212,011,868	240,681,686	240,105,545	267,824,239	286,848,087	276,187,771	285,854,312	295,854,312	306,214,318	316,931,819	328,024,433	339,505,258	351,387,973	363,686,552	376,415,581	389,600,127	403,225,781	417,338,684	431,945,537	447,063,631	462,710,858	478,905,738	495,667,439	513,015,800	530,971,353	5,971,868	
<b>REVENUE #2</b>		0	0	5,820,769	11,762,111	14,252,236	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302	45,027,988	46,603,968	48,235,106	49,923,335	51,670,652	15,231,384	
<b>Running Total</b>		0	43,805	89,143	929,546	1,812,881	1,895,142	2,905,232	3,729,561	3,802,865	4,515,485	5,164,674	5,852,241	6,580,076	6,854,186	7,137,887	7,431,618	7,735,426	8,049,971	8,375,525	8,712,473	9,061,215	9,422,162	9,795,743	10,182,399	10,582,588	10,996,783	11,425,476	11,869,172	12,328,398	12,803,697	13,295,631	13,804,784	14,331,756	14,877,172	15,441,678	16,025,942	288,951,238
<b>GROSS</b>		288,951,238																																				
<b>REVENUE A, 1 &amp; 2</b>		0	43,805	89,143	929,546	1,812,881	1,895,142	2,905,232	3,729,561	3,802,865	4,515,485	5,164,674	5,852,241	6,580,076	6,854,186	7,137,887	7,431,618	7,735,426	8,049,971	8,375,525	8,712,473	9,061,215	9,422,162	9,795,743	10,182,399	10,582,588	10,996,783	11,425,476	11,869,172	12,328,398	12,803,697	13,295,631	13,804,784	14,331,756	14,877,172	15,441,678	16,025,942	288,951,238
<b>NET</b>		0	43,805	89,143	900,443	1,754,070	1,913,881	2,809,964	3,629,969	3,800,813	4,409,860	5,055,352	5,739,093	6,462,970	6,732,979	7,012,438	7,301,679	7,601,042	7,910,884	8,231,570	8,563,480	8,907,006	9,262,556	9,630,551	10,011,425	10,405,630	10,813,832	11,235,914	11,672,976	12,125,335	12,593,527	13,076,105	13,579,644	14,098,736	14,635,997	15,192,062	15,767,589	288,951,238



Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
Bay City	\$82,805,215	\$50,317,131	\$32,488,084
Matagorda County	\$40,405,864	\$30,087,197	\$10,318,667
Matagorda County Hospital District	\$28,488,194	\$21,213,008	\$7,275,187
Port of Bay City	\$5,631,153	\$4,193,094	\$1,438,058
Cons & Recl District	\$870,258	\$0	\$870,258
Coastal Plains GW District	\$366,862	\$0	\$366,862
Drainage District #1	\$4,092,470	\$0	\$4,092,470
Bay City ISD	\$120,314,092	\$0	\$120,314,092
CDC	\$5,077,128	\$0	\$5,077,128
<b>Total</b>	<b>\$288,051,236</b>	<b>\$105,810,430</b>	<b>\$182,240,806</b>





**Projects Cost Estimates:**

All project costs listed in the project plan shall be considered estimates.

**Length of TIRZ #5 in Years:**

The TIRZ has a 35 year term and is scheduled to end on December 31, 2059 (with the final year's tax increment to be collected by September 1, 2060).

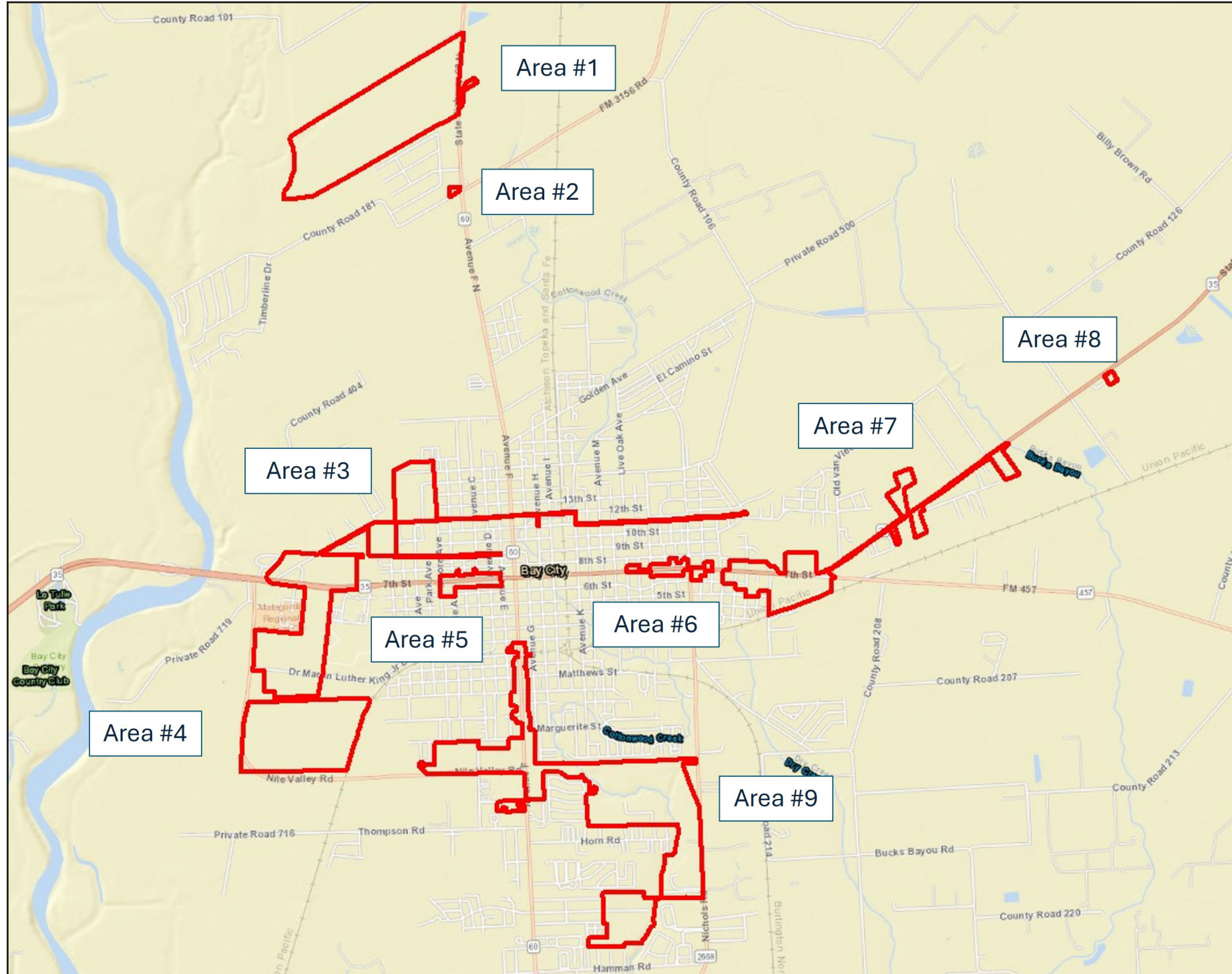
**Powers and Duties of Board of Directors:**

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.

**Legal Description**

Bay City TIRZ #5 consists of nine noncontiguous areas within the City limits and the City's extraterritorial jurisdiction. The following pages described each of the areas labeled below.



**Area #1**

Beginning at the northwest corner of Property ID 10399, thence East across the northern boundary of Property ID 10399 to the point the northeast corner of Property ID 10399 meets the western right of way boundary of State Highway 60, thence East across State Highway 60 to the point the northwest corner of Property ID 10381 meets the eastern right of way boundary of State Highway 60, thence South along the eastern right of way boundary of State Highway 60 to the point it meets the southern point of Property ID 10381, thence North along the southern boundary of Property ID 10381 to the point it meets the northeast corner of Property ID 131904, thence South along the eastern boundary of Property ID 131904 to the point it meets the northern boundary of the easement directly north of Property ID 10393, thence South across the easement to the northern boundary of Property ID 10392, thence West along the southern boundary of the easement, continuing along the boundary of Property ID 10393 to the point the southwest corner of Property ID 10393 meets the eastern right of way boundary of State Highway 60, thence West across State Highway 60 to the point where the northeast corner of Property ID 128242 meets the southern boundary of the easement directly south of Property ID 10399, thence West along the southern boundary of the easement directly south of Property ID 10399 to the point it meets Property ID 10688, thence North to the southwest corner of Property ID 10399, thence North along the western boundary of Property ID 10399 to the northwest corner of Property ID 10399, which is the point of beginning.

**Area #2**

Consisting of Property ID 27207, legally described as BAY WAY ESTATE, RESERVE A, ACRES 1.67.



**Area #3**

Beginning at the point where the northeast corner of Property ID 10682 meets the northern right of way boundary of 12th Street, thence

East along the northern right of way boundary of 12th Street, continuing east along the northern right of way boundary of County Road 12 to the point it meets the southwest corner of Property ID 43390, thence

North along the western boundary of Property ID 43390, continuing north to the western boundary of Property ID 43392, thence

Continuing east along the northern boundary of Property ID 43392, continuing east along the northern boundary of Property ID 43390, thence

South along the eastern boundary of Property ID 43390, then south along the eastern boundary of Property ID 43472, then continuing south again along the eastern boundary of Property ID 43390 to the point it meets the northern right of way boundary of 12th Street, thence

East along the northern right of way boundary of 12th Street to the point it meets the eastern right of way Avenue K, thence

South along the eastern right of way Avenue K to the point it meets the southwest corner of Property ID 25612, thence

East along the southern boundary of Property ID 25612, continuing west crossing Avenue L, Avenue M, Cottonwood Avenue, Sycamore Street, Nichols Avenue, and Mary Avenue, to the southwest corner of Property ID 38296, thence

South to the northeast corner of Property ID 27604, thence

West along the northern boundary of Property ID 27604, continuing west crossing Mary Avenue, Nichols Avenue, Sycamore Street, Cottonwood Avenue, Avenue M, and Avenue L, to the point the western right of way boundary of Avenue K meets the northeast corner of Property ID 25571, thence

North along the western right of way boundary of Avenue K to the point it meets the southern right of way boundary of 12th Street, thence

West along the southern right of way boundary of County Road 12 to the point it meets the eastern right of way boundary of Avenue H, thence

South along the eastern right of way boundary of Avenue H to the point it meets the southern right of way boundary of 11th Street, thence

West across Avenue H to the western right of way boundary of Avenue H, thence

North along the western right of way boundary of Avenue H to the point it meets the southern right of way boundary of 12th Street, thence

West along the southern right of way boundary of 12th Street, continuing west along the southern right of way boundary of County Road 12 to the point it meets the northeast corner of Property ID 15120, thence

South along the eastern boundary of Property ID 15120 to the point it meets the northern right of way boundary of 9th Street, thence

East along the northern right of way boundary of 9th Street to the point it meets the western right of way boundary Avenue E, thence

South to the southern right of way boundary of 9th Street, thence

West along the southern right of way boundary of 9th Street to the point it meets Property ID 118754, thence

North across the right of way of 9th Street to the southwest corner of Property ID 15100, thence

North along the western boundary of Property ID 15100 to the point it meets the southern right of way boundary of County Road 12, thence

West along the southern right of way boundary of County Road 12 to the point it meets the northwest boundary of Property ID 15132, thence

East along the northern boundary of Property ID 15132, continuing south along the boundary of Property ID 15132 to the point it meets Property ID 15103, thence

South along the eastern boundary of Property ID 15103 to the point it meets the northern right of way boundary of 7th Street, thence

South across 7th Street to the point the southern right of way boundary of 7th Street meets the northern boundary of Property ID 15110, thence

West along the southern right of way boundary of 7th Street to the point it meets the northeast corner of Property ID 15104, thence

South along the eastern boundary of Property ID 15104 to the point it meets Property ID 88601, thence

South along the eastern boundary of Property ID 88601 to the point it meets the northern right of way boundary of Dr. Martin Luther King Jr. Drive, thence

South across Dr. Martin Luther King Jr. Drive to the northeast corner of Property ID 12257, thence

South along the eastern boundary of Property ID 12257, continuing west and then north along the boundary of Property ID 12257 to the point the northwest corner of Property ID 12257 meets the southern right of way boundary of Martin Luther King Jr. Drive, thence

West along the southern right of way boundary of Martin Luther King Jr. Drive to the point it meets the eastern right of way boundary of Nile Valley Drive, thence

North along the eastern right of way boundary of Nile Valley Road to the point it meets the northwest corner of Property ID 115403, thence

East along the northern boundary of Property ID 115403 to the point it meets Property ID 15104, thence

East and then north along the boundary of Property ID 15104 to the point it meets the southern right of way boundary of 7th Street, thence

West along the southern right of way boundary of 7th Street to the point it meets the northwest corner of Property ID 88576, thence

North across 7th Street to the southwest corner of Property ID 10684, thence

North along the western boundary of Property ID 10684 to the point it meets the western corner of Property ID 10683, thence

**Area #3 (Continued)**

Continuing north to the western boundary of Property ID 10682, continuing north and then east along the boundary of Property ID 10682 to the northeast corner of Property ID 10682 where it meets the northern right of way boundary of County Road 12, which is the point of beginning.

**Area #4:**

Consisting of Property ID 12265, legally described as AB 0045, E HALL, ACRES 174.184, (NEW SURVEY) (DEED SAVES & EXCEPTS 1.1689 AC & 5.627 AC FOR ROW) (NILE VALLEY).

**Area #5:**

Beginning at the point where the western right of way boundary of Moore Avenue meets the southern right of way boundary of 7th Street, thence

North along the western right of way boundary of Moore Avenue to the northeast corner of Property ID 43502, thence

East across Moore Avenue to the northwest corner of Property ID 24478, thence

East along the northern boundaries of Property IDs 24478 and 24479 to the point the northeast corner of Property ID 24479 meets the western right of way boundary of Avenue A, thence

East across Avenue A to the northwest corner of Property ID 24577, thence

East and then north along the northern boundary of Property ID 24577, continuing south to the point it meets the northern boundary of Property ID 24582, thence

East along the northern boundary of Property ID 24582 to the point it meets the western right of way boundary of Avenue B, thence

North along the western right of way boundary of Avenue B to the point it meets the northeast corner of Property ID 24581, thence

East across Avenue B to the northwest corner of Property ID 24739, thence

East across the northern boundaries of Property IDs 24739, 24740, 24741, and 24744, to the point the northeast corner of Property ID 24744 meets the western right of way boundary of Avenue C, thence

South along the western right of way boundary of Avenue C, thence

East across Avenue C to the point the southwest corner of Property ID 24855 meets the northern boundary of the easement separating Property ID 24855 and Property ID 24846, thence

East across the northern boundary of the easement, continuing east across Avenue D, to the point the easement meets the western right of way boundary of Avenue E, thence

South along the western right of way boundary of Avenue E to the point where the northeast corner of Property ID 24963 meets the southern boundary of the easement separating Property ID 24963 and Property ID 24964, thence

West along the southern boundary of the easement to the point it meets the eastern right of way boundary of Avenue C, thence

West across Avenue C to the southeast corner of Property ID 24736, thence

West along the southern boundaries of Property IDs 24736 and 24738, to the point where the southwest corner of Property ID 24738 meets the eastern right of way boundary of Avenue B, thence

West across Avenue B to the southeast corner of Property ID 24586, thence

West along the southern boundaries of Property IDs 24586, 24587, 24588, and 24589, to the point where the southwest corner of Property ID 24589 meets the eastern right of way boundary of Avenue A, thence

South along the eastern right of way boundary of Avenue A to the point it meets the southern right of way boundary of 6th Street, thence

West along the southern right of way boundary of 6th Street to the point it meets the western right of way Moore Avenue, thence

North along the western right of way Moore Avenue to the point the western right of way boundary of Moore Avenue meets the southern right of way boundary of 7th Street, which is the point of beginning.

**Area #6**

Beginning at the point where the western right of way boundary of Live Oak Avenue meets the southern right of way boundary of 7th Street, thence

North along the western right of way boundary of Live Oak Avenue to the point it meets the northeast corner of Property ID 46901, thence

East across Live Oak Avenue to the northwest corner of Property ID 46908, thence

East across the northern boundaries of Property IDs 46908, 46909, and 46911 to the point the northeast corner of Property ID 46911 meets the western right of way boundary of Elm Avenue, thence

East across Elm Avenue to the northwest corner of Property ID 46916, thence

South along the eastern right of way boundary of Elm Avenue to the point it meets the northern right of way boundary of 7th Street, thence

East along the northern right of way boundary of 7th Street to the point it meets the western right of way boundary of Sycamore Street, thence

North along the western right of way boundary of Sycamore Street to the point it meets the southwest corner of 46916, thence

East across Sycamore Street to the northwest corner of Property ID 37820, thence

East across the northern boundary of Property IDs 37820 and 37821 to the point the northeast corner of Property ID 37821 meets the western right of way boundary of Cypress Avenue, thence

East across Cypress Avenue to the northwest corner of Property ID 37822, thence

**Area #6 (Continued)**

East across the northern boundary of Property ID 37822 to the northwest corner of Property ID 37823, thence

North to the southwest corner of Property ID 37837, thence

North along the western boundary of Property ID 37837 to the point it meets the southern right of way boundary of 8th Street, thence

East along the southern right of way boundary of 8th Street to the point it meets the eastern right of way boundary of Peach Avenue, thence

South along the eastern right of way boundary of Peach Avenue to the point it meets the northwest corner of Property ID 37826, thence

East along the northern boundaries of Property IDs 37826, 37828, and 37830, to the point the northeast corner of Property ID 37830 meets the western right of way boundary of Nichols Road, thence

South along the western right of way boundary of Nichols Road to the point it meets the northern right of way boundary of 7th Street, thence

East along the northern right of way boundary of 7th Street to the point it meets the southwest corner of Property ID 40030, thence

North and then east along the boundary of Property ID 40030 to the point it meets the northwest corner of Property ID 123268, thence

East then south along the boundary of Property ID 123268 to the point the southeast corner of Property ID 123268 meets the northern right of way boundary of 7th Street, thence

South across 7th street to the point the southern right of way boundary of 7th Street meets the western right of way boundary of Katy Avenue, thence

West along the southern right of way boundary of 7th Street to the point it meets the northeast corner of Property ID 40981, thence

South along the eastern right of way boundary of Property ID 40981, continuing west along the boundary to the point it meets the eastern right of way boundary of Mary Avenue, thence

West across Mary Avenue to the southeast corner of Property ID 40980, thence

South along the western right of way boundary of Mary Avenue to the point it meets the northern right of way boundary of 6th Street, thence

West along the northern right of way boundary of 6th Street to the point it meets the eastern right of way boundary of Nichols Road, thence

North along the eastern right of way boundary of Nichols Road to the point it meets the southern right of way boundary of 7th Street, thence

West along the southern right of way boundary of 7th Street to the point it meets the northeast corner of Property ID 43690, thence

South along the eastern boundary of Property ID 43690, continuing west along the southern boundary to the point it meets the eastern right of way boundary of Peach Avenue, thence

West across Peach Avenue to the southeast corner of Property ID 43681, thence

West along the southern boundaries of Property IDs 43681, 118337, 118339, and 118335, to the point the southwest corner of Property ID 118335 meets the eastern right of way boundary of Cypress Avenue, thence

West across Cypress Avenue to the southeast corner of Property ID 43673, thence

West along the southern boundaries of Property IDs 43673, 43672, 43671, and 43670, to the point the southwest corner of Property ID 43670 meets the eastern right of way boundary of Sycamore Street, thence

West across Sycamore Street to the southeast corner of Property ID 40887, thence

North along the western right of way boundary of Sycamore Street to the point it meets the southern right of way boundary of 7th Street, thence

West along the southern right of way boundary of 7th Street to the point it meets the western right of way boundary of Live Oak Avenue, which is the point of beginning.

**Area #7**

Beginning at the northwest corner of Property ID 19984 where it meets the southern right of way boundary of Rose Street, thence

East along the southern right of way boundary of Rose Street to the point it meets the northeast corner of Property ID 46563, thence

South along the eastern boundary of Property ID 46563 to the point it meets the northwest corner of Property ID 19987, thence

East then south along the boundary of Property ID 19987 to the point it meets the northern right of way boundary of 7th Street, thence

East along the northern right of way boundary of 7th Street to the point it meets the southwest corner of Property ID 19989, thence

North along the western boundary of Property ID 19989 to the point it meets the western boundary of Property ID 19991, thence

Continuing north along the western boundary of Property ID 19991, continuing east then south along the boundary of Property ID 19991 to the point it meets the northern right of way boundary of 7th Street, thence

East along the northern right of way boundary of 7th Street to the point it meets the southwest corner of Property ID 20169, thence

North along the western boundary of Property ID 20169, continuing to follow the boundary of Property ID 20169 to the point the southeast corner of Property ID 20169 meets the northern right of way boundary of 7th Street, thence

East along the northern right of way boundary of 7th Street to the point it meets the southeast corner of Property ID 28419, thence

South across 7th Street to the point the southern right of way boundary of 7th Street meets the northeast corner of Property ID 20984, thence

**Area #7 (Continued)**

West along the southern right of way boundary of 7th Street to the point it meets the northeast corner of Property ID 20982, thence

South along the eastern boundary of Property ID 20982 to the point it meets the northeast corner of Property ID 20981, thence

South along the eastern boundary of Property ID 20981, continuing to follow the boundary of Property ID 20981 to the point the western corner of Property ID 20981 meets the southern corner of Property ID 20982, thence

North along the western boundary of Property ID 20982 to the point the western corner of Property ID 20982 meets the southern right of way boundary of 7th Street, thence

West along the southern right of way boundary of 7th Street to the point it meets the eastern boundary of Property ID 20202, thence

South along the eastern boundary of Property ID 20202, continuing to follow the boundary west and then north, to the point it meets the southern right of way boundary of 7th Street, thence

West along the southern right of way boundary of 7th Street to the point it meets the northeast corner of Property ID 122096, thence

South along the eastern boundary of Property ID 122096, continuing to follow the boundary west and then north, to the point it meets the southern right of way boundary of 7th Street, thence

West along the southern right of way boundary of 7th Street to the point it meets the western right of way boundary of FM 457, thence

South along the western right of way boundary of FM 457 to the point it meets the southern right of way boundary of Sargent Ct, thence

West along the southern right of way boundary of Sargent Ct to the point it meets the northeast corner of Property ID 20010, thence

South along the eastern boundary of Property ID 20010 to the point the southeast corner of Property ID 20010 meets the northern right of way boundary of the Union Pacific railroad, thence

West along the northern right of way boundary of the Union Pacific railroad to the point it meets the western right of way boundary of Norvell Avenue, thence

North along the western right of way boundary of Norvell Avenue to the point it meets the northeast corner of Property ID 41001, thence

West along the northern boundary of Property ID 41001, continuing west along the northern boundary of Property ID 41003 to the northwest corner of Property ID 41003, thence

Continuing south along the western boundary of Property ID 41003 to the point the eastern right of way boundary of Waldron Avenue meets the southern right of way boundary of 5th Street, thence

West along the southern right of way boundary of 5th Street to the point it meets the western right of way boundary of Clover Avenue, thence

North along the western right of way boundary of Clover Avenue to the point it meets the southeast corner of Property ID 41029, thence

West along the southern boundary of Property ID 41029 to the point it meets the southeast corner of Property ID 41028, thence

West along the southern boundary of Property ID 41028 to the point it meets the eastern right of way boundary of Helen Avenue, thence

North along the eastern right of way boundary of Helen Avenue to the point it meets the southern right of way boundary of 6th Street, thence

West along the southern right of way boundary of 6th Street to the point it meets the western right of way boundary of Gloria Avenue, thence

North along the western right of way boundary of Gloria Avenue to the point it meets the northeast corner of Property ID 40988, thence

North across 7th Street to the southern boundary of Property ID 19983, thence

East along the southern boundary of Property ID 19983 to the point it meets the southwest corner of Property ID 19984, thence

North along the western boundary of Property ID 19984 to the point the northwest corner of Property ID 19984 meets the southern right of way boundary of Rose Street, which is the point of beginning.

**Area #8**

Consisting of Property ID 131895, legally described as AB 0151, JOHN DUNCAN, ACRES 2.0, AB 151 & AB 150 (VAN VLECK ISD -AG SITE).

**Area #9**

Beginning at the point where the southern right of way boundary of Whitson Street meets the eastern right of way boundary of Roberts Road, thence

South along the eastern right of way boundary of Roberts Road to the point it meets the northwest corner of Property ID 48989, thence

East across the northern boundary of Property ID 48989, continuing east along the northern boundary of Property ID 48984, to the point it meets the western boundary of Property ID 48986, thence

East and then north along western boundary of Property ID 48986, to the point it meets the southern right of way boundary of Whitson Street, thence

North across Whitson Street to the southwestern corner of Property ID 48981, thence

East along the northern right of way boundary of Whitson Street to the point it meets the western right of way boundary of Avenue F, thence

**Area #9 (Continued)**

North along the western right of way boundary of Avenue F to the point it meets the southeast corner of Property ID 48977, thence

West along the southern boundary of Property ID 48977, continuing north along the western boundary to the point it meets the southern boundary of Property ID 48976, thence

West along the southern boundary of Property ID 48976, continuing north along the western boundary of Property ID 48976 to the point it meets the southern right of way boundary of Helen Street, thence

North across Helen Street to the southern boundary of Property ID 12344, thence

West along the southern boundary of Property ID 12344, continuing north along the western boundary to the point it meets the southwest corner of Property ID 12346, thence

North and then east along the boundary of Property ID 12346 to the point it meets the southwest corner of Property ID 43736, thence

North along the western boundaries of Property IDs 43736, 43735, and 12350 to the point the northwest corner of Property ID 12350 meets the southern right of way boundary of Austin Street, thence

North across Austin Street, continuing east along the northern right of way boundary of Austin Street to the point it meets the southwest corner of Property ID 40734, thence

North along the western boundaries of Property IDs 40734, 40731, and 126118 to the point the northwest corner of Property ID 126118 meets the southern right of way boundary of Matthews Street, thence

North across Matthews Street to the southwest corner of Property ID 40746, thence

North along the western boundaries of Property IDs 40746, 40745, 40744, and 40743 to the point the northwest corner of Property ID 40743 meets the southern right of way boundary of Rugeley Street, thence

North across Rugeley Street to the southwest corner of Property ID 25130, thence

North along the western boundaries of Property IDs 25130, 25129, and 25127 continuing east along the northern boundary of Property ID 25127 to the western right of way boundary of Avenue F, thence

North along the western right of way boundary of Avenue F to the southeast corner of Property ID 25115, thence

West along the southern boundary of Property ID 25115, continuing north and then east along the boundary to the point it meets the southwest corner of Property ID 25122, thence

North along the western boundaries of Property IDs 25122, 25121, and 25120 to the point the northwest corner of Property ID 25120 meets the southern right of way boundary of 2nd Street, thence

East along the southern right of way boundary of 2nd Street to the point it meets the northeast corner of Property ID 25140, thence

South along the eastern boundary of Property ID 25140 to the point it meets the northern right of way boundary of the Union Pacific Railroad, thence

South across the Union Pacific Railroad to the northern boundary of Property ID 25135, thence

East along the northern boundary of Property ID 25135 to the northeast corner of Property ID 25135, thence

South along the eastern boundaries of Property IDs 25135, 25134, 25133, and 25131, to the point the southeast corner of Property ID 25131 meets the northern right of way boundary of Rugely Street, thence

South across Rugely Street to the northern boundary of Property ID 40717, thence

West along the southern right of way boundary of Rugely Street to the northeast corner of Property ID 40718, thence

South along the eastern boundaries of Property IDs 40718, 40716, and 40715 to the point the southeast corner of Property ID 40715 meets the northern right of way boundary of Matthews Street, thence

South across Matthews Street to the northeast corner of Property ID 40729, thence

South along the eastern boundaries of Property IDs 40729, 40728, 40727, 40725, and 40723 to the point the southeast corner of Property ID 40723 meets the northern right of way boundary of Austin Street, thence

South across Austin Street to the northeast corner of Property ID 37451, thence

South along the eastern boundaries of Property IDs 37451, 37452, 37454, and 37455 to the point the southeast corner of Property ID 37455 meets the northern right of way boundary of Pearl Street, thence

South across Pearl Street to the northeast corner of Property ID 37459, thence

South along the eastern boundaries of Property IDs 37459, 37460, 37461, 37462, 12371, 12374, and 12375 to the point the southeast corner of Property ID 12375 meets the northern right of way boundary of Marguerite Street, thence

South across Marguerite Street to the northern boundary of Property ID 12391, thence

East along the southern right of way boundary of Marguerite Street to the northeast corner of Property ID 12391, thence

South along the eastern boundary of Property ID 12391, to the point it meets Property ID 12392, continuing south along the eastern boundary of Property IDs 12392, 12394, and 12393, to the point the southeast corner of Property ID 12393 meets the northern boundary of Property ID 12495, thence

East along the northern boundary of Property ID 12495, continuing south and then west along the boundary to the point it meets Property ID 12494, thence

South along the eastern boundary of Property ID 12494 to the point it meets the western right of way boundary of Nichols Road, thence

South along the western boundary of Nichols Road to the point it meets the southeast corner of Property ID 12510, thence

West along the southern right of way boundary of Property ID 12510 to the point it meets the northeast corner of Property ID 12517, thence

South along the eastern boundary of Property ID 12517 to the point it meets the northeast corner of Property ID 12526, thence

**Area #9 (Continued)**

South along the eastern boundary of Property ID 12526, continuing west and then north along the boundary to the point the northwest corner of Property ID 12526 meets the southern boundary of Property ID 12517, thence

West along the southern boundary of Property ID 12517 to the point it meets the eastern right of way boundary of Mulberry Street, thence

North along the eastern right of way boundary of Mulberry Street to the point it meets the northwest corner of Property ID 12518, thence

East along the northern boundary of Property ID 12518 to the point it meets the western boundary of Property ID 12509, thence

South and then east along the boundary of Property ID 12509 to the point it meets the southwest corner of Property ID 12510, thence

North along the western boundary of Property ID 12510 to the point it meets the southern boundary of Property ID 12494, thence

West along the southern boundary of Property ID 12494 to the point it meets the southeast corner of Property ID 12496, thence

West along the southern boundary of Property ID 12496 to the point it meets the southeast corner of Property ID 27466, thence

North along the western boundary of Property ID 12496 to the point it meets the eastern right of way boundary of Kettering Drive, thence

North along the eastern right of way boundary of Kettering Drive to the point it meets the southern right of way boundary of Sandlewood Drive, thence

East along the southern right of way boundary of Sandlewood Drive, continuing along the right of way boundary of Sandlewood Drive to the southeast corner of Property ID 27329, thence

North along the eastern boundaries of Property IDs 27329, 27328, 27327, and 27326, to the point the northern corner of Property ID 27326 meets the eastern corner of the easement directly south of Property ID 12495, thence

West along the southern boundary of the easement directly south of Property ID 12495, to the point the northwest corner of Property ID 27313 meets the northeast corner of Property ID 12498, thence

South along the eastern boundaries of Property IDs 12498 and 12501, to the point the southeast corner of Property ID 12501 meets the northern right of way boundary of Baywood Drive, thence

West along the northern right of way boundary of Baywood Drive to the point it meets the eastern right of way boundary of Avenue F, thence

South across Baywood Drive to the northwest corner of Property ID 12502, thence

West across Avenue F to the northeast corner of Property ID 12274, thence

West along the southern right of way boundary of Baywood Drive to the point it meets the northeast corner of Property ID 87321, thence

South along the eastern boundary of Property ID 87321, continuing west and then north along the boundary to the point the northwest corner of Property ID 87321 meets the southern right of way boundary of Baywood Drive, thence

North across Baywood Drive to the southern boundary of Property ID 12275, thence

East along the northern right of way boundary of Baywood Drive to the point it meets the western right of way boundary of Avenue F, thence

North along the western right of way boundary of Avenue F to the point it meets the southeast corner of Property ID 12336, thence

West along the southern boundary of Property ID 12336 to the point it meets the eastern right of way boundary of Roberts Road, thence

West across Roberts Road to the southeast corner of Property ID 49029, thence

West along the southern boundary of Property ID 49029, continuing to follow the boundary of Property ID 49029 to the point it meets the southwest corner of Property ID 49019, thence

North along the western boundary of Property ID 49019 to the point where the northwest corner of Property ID 49019 meets the southern right of way boundary of Whitson Street, thence

East along the southern right of way boundary of Whitson Street to the point it meets the eastern right of way boundary of Roberts Road, which is the point of beginning.

Property ID	Owner	Acres	Legal Description	Address	Estimated 2024 Taxable Value
10399	IRONWOOD 60 LLC	248.71	AB 0009, BOMAN & WILLIAMS, ACRES 248.71, (NEW SURVEY) 15% UND INT	HWY 60 N	\$ 23,410
10682	BAREY SYED YUSUF & BABY NUSRAT BARI	5.24	AB 0009, BOMAN & WILLIAMS, ACRES 5.237	70 12TH ST	\$ 114,060
10684	ANUM4EVER LLC	1.41	SRMA 7TH S/D, LOT 2, 1.41 AC (REPLAT AB 09 3.91 AC)	107 12TH ST	\$ 166,780
12257	GCA VENTURES LLC	26.59	AB 0045, E HALL, ACRES 26.594, (TR S OF MLK JR DR)	DR MARTIN LUTHER KING JR DR	\$ 1,780
12265	LEDWIG JULIUS JR & CAROL & SCOTT & CHERYL	174.18	AB 0045, E HALL, ACRES 174.184, (NEW SURVEY) (DEED SAVES & EXCEPTS 1.1689 AC & 5.627 AC FOR ROW) (NILE VALLEY)	NILE VALLEY	\$ 70,820
12336	WARD E PROPERTIES #2 LTD LLP	0.23	AB 0045, E HALL, ACRES 0.226, (70 X 141 SPIC & SPAN)	3612-A AVE F	\$ 72,100
12344	DEPENDABLE MACHINE INC	1.09	E HALL AB 45 165X286.8 (1.086 AC)	3124 AVE F	\$ 196,020
12346	VAUGHAN WATTS R SR	0.17	E HALL AB 45 .168 AC (50X146.8)	3122 AVE F	\$ 13,320
12350	GWP PROPERTIES LLC	0.95	AB 0045, E HALL, TR 59 146 X 282	3000 AVE F	\$ 342,070
12371	JONES KRISTA LYNN	0.62	E HALL AB 45 TRS 78 & 79 48.3 X 212.5 & 85 X 109 (.236 AC) & (.213 AC) + FAIRVIEW SD LT 8 BLK 2	3201 AVE F	\$ 189,000
12373	PIERSON FIVE PROPERTIES LLC	0.21	E HALL AB 45 85'X107' (.208 AC)	3203 AVE F	\$ 120,220
12374	SHAH SATISHCHANDRA & SHITAL	0.56	E HALL AB 45 108.25X225.4 (.56 AC)	3211 AVE F	\$ 147,600
12375	SHAH SHITAL & SATISH	0.31	AB 0045, E HALL, ACRES .307, (97 X 138)	3217 AVE F	\$ 172,410
12391	AHMED BUSINESS INC	3.32	AB 0045, E HALL, ACRES 3.317, 507' X 285'	3333 AVE F	\$ 1,850,000
12392	OUK JOHNDY	0.87	E HALL AB 45 133X285 (.870 AC)	3404 AVE F	\$ 157,150
12393	WARD E PROPERTIES #3 LTD LLP	1.06	E HALL AB 45 162.5 X 285' (1.0579 AC)	3507 AVE F	\$ 234,020
12394	WARD E PROPERTIES #2 LTD LLP	1.19	E HALL AB 45 1.1908 ACRES 182' X 285'	3501 AVE F	\$ 434,180
12494	RUSK ENERGY CORPORATION	94.51	AB 0045, E HALL, ACRES 94.508	FM 2668 NICHOLS RD	\$ 516,160
12495	CITY OF BAY CITY	33.06	AB 0045, E HALL, ACRES 33.058, (EAST SIDE OF NILE VALLEY LOOP)-NEW SURVEY	3588 NICHOLS RD	\$ -
12496	RUSK ENERGY CORPORATION	20.36	E HALL AB 45 20.357 AC BEHIND BAYWOOD S/D	BAY CITY	\$ 97,280
12497	RUSK ENERGY CORPORATION	10.90	E HALL AB 45 10.9 AC BEHIND BAYWOOD S/D	BAYWOOD DR	\$ 44,650
12498	WARD E PROPERTIES #1 LTD LLP	3.69	AB 0045, E HALL, ACRES 3.693	3605 AVE F	\$ 154,430
12500	D V SUBWAY LP	0.42	AB 0045, E HALL, ACRES .416	3611 AVE F	\$ 98,490
12501	CITY OF BAY CITY	3.87	AB 0045, E HALL, ACRES 3.873, 383 X 500.2	3701 AVE F	\$ -
12510	RUSK ENERGY CORPORATION	55.00	AB 0045, E HALL, ACRES 55.0	4268 FM 2668 NICHOLS RD	\$ 407,230
12517	CITY OF BAY CITY	16.99	E HALL AB 45 16.99 ACRES (BEHIND COTTONWOOD S/D)	SPRUCE	\$ -
12518	CITY OF BAY CITY	17.00	E HALL AB 45 17.0 AC (PALM VILLAGE SEC 3)	4701 MULBERRY	\$ -
12526	AMERICAN REALTY SERVICES INC	22.10	AB 0045, E HALL, ACRES 22.1	5001 MISTY LANE	\$ 275,290
15100	CITY OF BAY CITY	2.82	R P T STONE AB 92 SUR 1 2.82 AC	12TH ST	\$ -
15103	JAYNEIL CORPORATION	5.01	AB 0092, RPT STONE, ACRES 5.01	407 7TH ST	\$ 1,200,000
15104	MALONEY JAMES VINCENT & JAMES GRANT ALLISON	47.14	AB 0092, RPT STONE, ACRES 47.1425	7TH ST	\$ 16,530
15120	CITY OF BAY CITY	10.41	AB 0092, RPT STONE, ACRES 10.41, SURVEY 1	600 B 12TH ST	\$ -
15124	GAVRANOVIC WILLIAM JOSEPH SR	2.88	AB 0092, RPT STONE, ACRES 2.88, (7TH & 12TH ST), (NEW SURVEY=TR 26-2.39 AC + TR 26A-.49 AC)	97 7TH ST	\$ 136,990
15129	CITY OF BAY CITY	4.57	R P T STONE AB 92 TR 5 4.574 AC HWY 35 WEST	201 7TH ST	\$ -
15130	CTX RESTAURANTS INC	0.52	AB 0092, RPT STONE, ACRES .516	301 7TH ST	\$ 158,330
15132	BULLDOG DEVELOPERS INC	8.26	AB 0092, RPT STONE, ACRES 8.255	515 7TH ST	\$ 197,770
15136	CITY OF BAY CITY	5.50	AB 0092, RPT STONE, ACRES 5.501	12TH ST	\$ -
15138	HAPPY BAY LLC	6.00	AB 0092, RPT STONE, ACRES 6.0	101 7TH ST	\$ 710,700
19984	JJ & K BUSINESS INC	2.84	AB 0271, I & G N RR CO, ACRES 2.837, 430 X 297.6	3501 7TH ST	\$ 474,610
19985	SWFDM BAY CITY LLC	0.96	I & G N AB 271 125' X 335.93' (.964 AC)	3521 7TH ST	\$ 759,780
19987	MOLNITA KAN	0.84	AB 0271, I & G N RR CO, ACRES .84, 184.4 X 263	3729 7TH ST	\$ 424,080
19989	MARTIN GARY	0.77	I & G N AB 271 130X259.3 (.774 AC)	3915 7TH ST	\$ 294,330
19990	GONZALES NANCY	0.50	AB 0271, I & G N RR CO, ACRES 0.502, 105 X 210.67	3921 7TH ST	\$ 187,850
19991	ROCK HARD REAL ESTATE LLC	13.56	AB 0271, I & G N RR CO, ACRES 13.559	4001 7TH ST	\$ 5,000,000
20007	KHOV SIVLEANG	0.57	AB 0271, I & G N RR CO, ACRES .574	4206 7TH ST	\$ 144,380
20010	ALVARADO CECILIO J	1.14	AB 0271, I & G N RR CO, ACRES 1.14, S	4206 SARGENT COURT	\$ 174,870
20010	ALVARADO CECILIO J	1.14	AB 0271, I & G N RR CO, ACRES 1.14, S	4206 SARGENT COURT	\$ 174,870
20011	VACEK CODY W & BRITTANY M	0.20	AB 0271, I & G N RR CO, ACRES .197, (NEW SURVEY)	4100 SARGENT CT	\$ 80,300
20012	BULLARD LONNIE & ELISA G	1.35	AB 0271, I & G N RR CO, ACRES 1.346	4020 SARGENT CT	\$ 89,120
20013	VACEK CODY W & BRITTANY M	2.46	AB 0271, I & G N RR CO, ACRES 2.46, (NEW SURVEY),	4024 SARGENT CT	\$ 124,840
20015	GRAND YANG AND LIN PROPERTIES INC	3.64	AB 0271, I & G N RR CO, ACRES 3.64	4020 7TH ST	\$ 2,350,000
20017	HAMER REAL ESTATE HOLDINGS LLC	0.92	AB 0271, I & G N RR CO, ACRES 0.92, REPLAT RESERVE "A"	3800 7TH ST	\$ 124,230
20018	CASH RANDY K & CELESTE N	1.81	AB 0271, I & G N RR CO, ACRES 1.812	NORVELL RD	\$ 52,150
20057	KIC INVESTMENTS LLC	6.89	AB 0271, I & G N RR CO, ACRES 6.89	3900 7TH ST	\$ 420,180
20130	ANUM4EVER LLC	8.46	AB 0273, I & G N RR CO, ACRES 8.46	5421 7TH ST	\$ 230,660
20169	PATEL PANKAJ T	13.49	I & GN AB 274/273 13.49 ACRES	4849 7TH ST	\$ 464,230
20170	KORTLAND INVESTMENTS LLC	10.83	I & GN AB 274/273 10.831 ACRES	4715 7TH ST	\$ 1,718,000
20172	CITY OF BAY CITY	11.62	I & GN AB 274/273 11.621 ACRES	457	\$ -
20202	SUTHERLAND LUMBER SOUTHWEST	6.61	I & G N AB 274 6.612 ACRES	5000 7TH ST	\$ 1,101,270
20203	BK MEHTA PROPERTIES LLC	4.37	I & G N AB 274 4.369 ACRES	5020 7TH ST	\$ 1,965,710

Property ID	Owner	Acres	Legal Description	Address	Estimated 2024 Taxable Value
20981	DEVEENA ENTERPRISE INC	3.94	AB 0339, I & G N RR CO, ACRES 3.94, AB 339/273 (ACREAGE OUTSIDE CITY LIMITS)	5900 7TH ST	\$ 162,200
20982	DEVEENA ENTERPRISE INC	5.04	AB 0339, I & G N RR CO, ACRES 5.04, AB 339/273, (ACREAGE LOCATED INSIDE THE CITY LIMITS)	5900 7TH ST	\$ 506,430
24476	CITY OF BAY CITY	2.06	BAY CITY ORIGINAL TOWNSITE, BLOCK 7, LOT 1-12	1100 7TH STREET	\$ -
24478	MASTERS ROBERT R & PEGGY ELAINE	0.49	BAY CITY ORIGINAL TOWNSITE, BLOCK 8, LOT 1-3	1105 7TH STREET	\$ 75,600
24479	DUKE ELMO JR & MARIANNE	0.49	BAY CITY ORIGINAL TOWNSITE, BLOCK 8, LOT 4-6	2100 AVE A	\$ 126,230
24577	REYES CARLOS ENRIQUE & CARLOS E REYES JR & ALBERTO REYES	0.64	BAY CITY ORIGINAL TOWNSITE, BLOCK 21, LOT 1 & 2 (W-100') + ALL OF LT 3 & S-10' LOT 4 +, E-80' LOTS 4-6	1201 7TH ST	\$ 55,120
24582	AIRGAS USA LLC	0.45	BAY CITY ORIGINAL TOWNSITE, BLOCK 21, LOT 11-12 + E-50' LOTS 1 & 2	1221 7TH ST	\$ 209,460
24586	BALDERAS JUAN D SR	0.34	BAY CITY ORIGINAL TOWNSITE, BLOCK 22, LOT 7-8	1220 7TH ST	\$ 73,250
24587	COLESIO JORGE & SIGRID	0.17	BAY CITY ORIGINAL TOWNSITE, BLOCK 22, LOT 9	1212 7TH ST	\$ 106,630
24588	GREEN WILLIAM F III	0.17	BAY CITY ORIGINAL TOWNSITE, BLOCK 22, LOT 10	1206 7TH ST	\$ 18,730
24589	GREEN WILLIAM F III	0.34	BAY CITY ORIGINAL TOWNSITE, BLOCK 22, LOT 11-12	1204 7TH ST	\$ 101,130
24736	WILLIAMS SHERRY R & GARY C	0.42	BAY CITY ORIGINAL TOWNSITE, BLOCK 35, LOT 7-8 & E/2 LOT 9	1320 7TH ST	\$ 277,410
24738	GJOKA ILIR	0.59	BAY CITY ORIGINAL TOWNSITE, BLOCK 35, LOT 9 (W/2) & LOT 10-12	1300 7TH ST	\$ 363,800
24739	TENDER YEARS ENRICHMENT LEARNING	0.25	BAY CITY ORIGINAL TOWNSITE, BLOCK 36, LOT 1-3 (W-50')	1301 7TH ST	\$ 184,350
24740	BAY CITY PORT AUTHORITY	0.11	BAY CITY ORIGINAL TOWNSITE, BLOCK 36, LOT 1-3 (CENTER 50')	1305 7TH ST	\$ -
24741	PORT OF BAY CITY AUTHORITY	0.39	BAY CITY ORIGINAL TOWNSITE, BLOCK 36, LOT 1-3 (E-50') & LOTS 10-12 (W-45')	1317 7TH ST	\$ -
24744	THAT LUBE & MOUNT SHOP INC	0.51	BAY CITY ORIGINAL TOWNSITE, BLOCK 36, LOT 7-12 (E-100')	1317 7TH ST	\$ 204,300
24846	CRACKER BARREL PARTNERSHIP LTD	0.24	BAY CITY ORIGINAL TOWNSITE, BLOCK 49, LOT 1-3	2029 AVE C	\$ 26,250
24848	CRACKER BARREL PARTNERSHIP LTD	0.24	BAY CITY ORIGINAL TOWNSITE, BLOCK 49, LOT 4-6	1409 7TH ST	\$ 26,250
24850	CRACKER BARREL PARTNERSHIP LTD	0.32	BAY CITY ORIGINAL TOWNSITE, BLOCK 49, LOT 7-12	1417 7TH ST	\$ 617,889
24850	CRACKER BARREL PARTNERSHIP LTD	0.16	BAY CITY ORIGINAL TOWNSITE, BLOCK 49, LOT 7-12	1417 7TH ST	\$ 617,889
24860	SPILLERS GARY MICHAEL	0.16	BAY CITY ORIGINAL TOWNSITE, BLOCK 50, LOT 13-14	1420 7TH ST	\$ 315,990
24861	JAIN SHASHANK	0.48	BAY CITY ORIGINAL TOWNSITE, BLOCK 50, LOT 15-20 & N-80' LOTS 21-24	1400 7TH ST	\$ 591,550
24862	JAIN SHASHANK	0.32	BAY CITY ORIGINAL TOWNSITE, BLOCK 50, LOT 21-24 (S-60')	2109 AVE C	\$ 15,000
24964	FLORES DAVID & DENISE	0.21	BAY CITY ORIGINAL TOWNSITE, BLOCK 63, LOT 13-17 (S-50')	2108 AVE E	\$ 93,730
24965	EVANS SYSTEMS INC	0.18	BAY CITY ORIGINAL TOWNSITE, BLOCK 63, LOT 13-17 (N-90')	1518 7TH ST	\$ 50,350
24966	CUMBIE BERNARD ALLEN	0.19	BAY CITY ORIGINAL TOWNSITE, BLOCK 63, LOT 18-19 & E/2 LOT 20	1514 7TH ST	\$ 192,150
24967	SANDERS BARBARA C	0.21	BAY CITY ORIGINAL TOWNSITE, BLOCK 63, LOT 21-22 & W/2 LOT 20 & 5.3' LOT 23	1504 7TH ST	\$ 94,480
24968	SANDERS BARBARA C	0.16	BAY CITY ORIGINAL TOWNSITE, BLOCK 63, LOT 24 & PT LOT 23	1500 7TH ST	\$ 130,300
24969	COOK CHIROPRACTIC INC	0.40	BAY CITY ORIGINAL TOWNSITE, BLOCK 64, LOT 1-5	1507 7TH ST	\$ 354,560
24970	COOK CHIROPRACTIC INC	0.24	BAY CITY ORIGINAL TOWNSITE, BLOCK 64, LOT 6-8	1511 7TH ST	\$ 26,250
24971	SANCHEZ ALEJANDRO & MARICRUZ ZAMORA	0.32	BAY CITY ORIGINAL TOWNSITE, BLOCK 64, LOT 9-12	1521 7TH ST	\$ 75,920
25115	CARROLL ENTERPRISES LLC	1.01	BAY CITY ORIGINAL TOWNSITE, BLOCK 83, LOT 1-3 & 10-12	2620 AVE F	\$ 85,660
25120	ANDERSON HARLIN D	0.16	BAY CITY ORIGINAL TOWNSITE, BLOCK 83, LOT 7	2600 AVE F	\$ 106,480
25121	GALVEZ PROSCILLA ANN & JUAN ANTONIO JR	0.16	BAY CITY ORIGINAL TOWNSITE, BLOCK 83, LOT 8	2604 AVE F	\$ 75,490
25122	CONFIDENT GROUP INVESTORS LLC	0.16	BAY CITY ORIGINAL TOWNSITE, BLOCK 83, LOT 9	2608 AVE F	\$ 80,270
25127	PINGREE 2000 REAL ESTATE HOLDINGS LLC	0.23	BAY CITY ORIGINAL TOWNSITE, BLOCK 84, LOT 8-9 (E-100')	2704 AVE F	\$ 131,990
25129	CHARLES HAGEMAN	0.17	BAY CITY ORIGINAL TOWNSITE, BLOCK 84, LOT 10	2708 AVE F	\$ 50,970
25130	PHILLIPS WILLIAM T & JOSHUA M PHILLIPS	0.33	BAY CITY ORIGINAL TOWNSITE, BLOCK 84, LOT 11-12	2710 AVE F	\$ 87,190
25131	SILVA RAUL & MYRTHALA	0.34	BAY CITY ORIGINAL TOWNSITE, BLOCK 85, LOT 1-2	2721 AVE F	\$ 71,260
25133	COURAGE WITH GRACE MINISTRIES	0.17	BAY CITY ORIGINAL TOWNSITE, BLOCK 85, LOT 3	2707 AVE F	\$ 186,970
25134	CHIU HO KUEN	0.34	BAY CITY ORIGINAL TOWNSITE, BLOCK 85, LOT 4-5	2705 AVE F	\$ 247,760
25135	CITY OF BAY CITY	0.34	BAY CITY ORIGINAL TOWNSITE, BLOCK 85, LOT 6-7	1708 1ST ST	\$ -
25140	NEEDVILLE SDI LP	1.02	BAY CITY ORIGINAL TOWNSITE, BLOCK 86, LOT 1-6	2601 AVE F	\$ 320,200
27207	LE NAM VAN #IRA051676	1.67	BAY WAY ESTATE, RESERVE A, ACRES 1.67	HWY 60 N	\$ 52,860
37451	MARSEP BUSINESS INC	0.39	FAIRVIEW S/D LOTS 1, 2 & N 25' LOT 3 BLK 1	3001 AVE F	\$ 127,850
37452	WARD E PROPERTIES #2 LTD LLP	0.24	FAIRVIEW, BLOCK 1, LOT 4 & S/25' LT 3	3007 AVE F	\$ 182,760
37454	ARAGON LUIS R JR	0.16	FAIRVIEW S/D LOT 5 BLK 1	3017 AVE F	\$ 59,300
37455	SITZ REBECCA M	0.16	FAIRVIEW S/D LOT 6 BLK 1	3021 AVE F	\$ 176,250
37459	WOMEN'S PREGNANCY CENTER OF MATAGORDA COUNTY	0.48	FAIRVIEW, BLOCK 2, LOT 1, 2 & 3	3107 AVE F	\$ -
37460	WARD E PROPERTIES #3 LTD LLP	0.22	FAIRVIEW S/D LOT 4 & N 20' LOT 5 BLK 2	3115 AVE F	\$ 137,930
37461	WARD E PROPERTIES #3 LTD LLP	0.21	FAIRVIEW S/D S 30' LOT 5 & N 35' LOT 6 BLK 2	3117 AVE F	\$ 108,220
37462	MIDDLETON WENDELL OWEN ESTATE	0.21	FAIRVIEW S/D S 15' LOT 6 & ALL LOT 7 BLK 2	3121 AVE F	\$ 233,220
37820	SF INVESTMENT PROPERTIES LLC	0.46	FRY S/D LOTS 1, 2, & 3 BLK 1	2801 7TH STREET	\$ 388,080
37821	NGUYEN LINH HUU & VAN THUY DANG	0.67	FRY S/D LOTS 4-7 BLK 1	2809 7TH STREET	\$ 645,000
37822	SVETLIK ROSIE TOMASEK	0.33	FRY S/D, BLOCK 2, LOT 1,2	2901 7TH STREET	\$ 186,590
37823	BIGGERSTAFF JO ETTA BOYSEN TR	0.64	FRY S/D LOTS 3-6 BLK 2	2921 7TH STREET	\$ 327,970
37826	MARDIS AUTO PARTS INC	0.33	FRY S/D S 140' LOTS 1 & 2 BLK 3	3001 7TH STREET	\$ 346,110
37828	MARDIS AUTO PARTS INC	0.75	FRY S/D S/2 LOTS 3, 4 & ALL LOT 5 BLK 3	3009 7TH STREET	\$ 110,320
37830	GROUND BREAKING LUBE PITSTOP LLC	0.52	FRY S/D S/2 LOTS 6 & 7 BLK 3	3021 7TH STREET	\$ 140,600



Property ID	Owner	Acres	Legal Description	Address	Estimated 2024 Taxable Value
37837	BIGGERSTAFF JO ETTA BOYSEN TR	0.61	FRY S/D - EXTENSIION, BLOCK 2, LOT 7-10	2917 7TH STREET	\$ 391,490
40030	LAM KENNY & WANDA	0.32	MEADOWLAWN S/D LOTS 9-11 BLK 11	3201 7TH STREET	\$ 127,300
40715	HUERTA JOSEPH	0.51	MOORES 2ND LOTS 7-9 BLK 13	2815 AVE F	\$ 156,650
40716	MEMON SHAKOOR & SABRINA	0.25	MOORES 2ND LOT 10 & S/2 LOT 11 BLK 13	2809 AVE F	\$ 96,470
40718	HUERTA RAYMOND III	0.15	MOORES 2ND W90' LOT 12 & NW25X90' LOT 11 BLK 13	2803 AVE F	\$ 97,570
40723	LOPEZ JESUS I & LUZ M	0.37	MOORE 2ND, BLOCK 14, LOT 9 & 10	2921 AVE F	\$ 164,330
40725	NAVARRO GABRIEL	0.51	MOORE 2ND, BLOCK 14, LOT 11-13	2915 AVE F	\$ 214,070
40727	NAVARRO GABRIEL	0.17	MOORES 2ND LOT 14 BLK 14	2909 AVE F	\$ 79,890
40728	SF INVESTMENT PROPERTIES LLC	0.17	MOORES 2ND ALL LT 15 & PT LT 16 (6.5'X140' & 43.5'X90') BLOCK 14	2905 AVE F B STE A,B,C	\$ 144,830
40729	DAVANT JAMES E & SANDRA W	0.17	MOORES 2ND E 50' LOT 16 BLK 14 (50' X 43.5')	1712 MATTHEW	\$ 88,950
40731	TIDRICK FAMILY TRUST	0.75	MOORE 2ND, BLOCK 15, LOT 3A REPLAT (PT LT 2 & 3-6)	2912 AVE F	\$ 306,150
40733	LOPEZ EVELIO & LUZ MARIA	0.27	MOORES 2ND E 110' LOTS 7 & 8 BLK 15	2920 AVE F	\$ 108,920
40734	LOPEZ EVELIO & LUZ MARIA	0.09	MOORES 2ND W 40' LOTS 7 & 8 BLK 15	2922 AVE F	\$ 15,630
40743	DAVIS ENTERPRISES	0.31	MOORES 2ND LOT 1 & N 43' LOT 2 BLK 16	2802 AVE F	\$ 297,650
40744	DAVIS BROTHERS ENTERPRISES	0.19	MOORES 2ND S 7' LOT 2 & ALL LOT 3 BLK 16	2802 AVE F	\$ 49,850
40745	DAVIS BROTHERS ENTERPRISES	0.17	MOORES 2ND N 45.7' LOT 4 BLK 16	2812 AVE F	\$ 41,880
40746	ADDON ENTERPRISES LLC	0.33	MOORES 2ND S 4.3' LOT 4 & ALL LOTS 5 & 6 BLK 16	2820 AVE F	\$ 186,300
40980	SADAKAH ENTERPRISE LLC	1.93	NICHOLS & NORVELL LOTS 1-12 BLK 1 (STORE #6)	3100 7TH STREET	\$ 2,243,510
40981	AYMAN HOLDINGS LLC	0.30	NICHOLS & NORVELL LOTS 1 & 2 BLK 2	3202 7TH STREET	\$ 160,200
40990	KORENEK ALLEN J & ARLENE	0.64	NICHOLS & NORVELL LOTS 1-4 BLK 4	3408 7TH STREET	\$ 289,570
40991	PASS CHRISTIAN INC	0.21	NICHOLS & NORVELL, BLOCK 4, LOT 5 & 6, + 20' X 100' ALLEY ABANDONMENT	3420 7TH STREET	\$ 660,000
40992	GONZALEZ DIEGO & JESSICA O	0.32	NICHOLS & NORVELL LOT 7 & 8 BLK 4	3421 6TH ST	\$ 239,170
40993	CALVARY BAPTIST CHURCH	0.64	NICHOLS & NORVELL LTS 9-12 BLK 4	3415 7TH STREET	\$ 40,000
40994	CRAFT FRANK S JR & JEAN ANN FINLAY	1.93	NICHOLS & NORVELL LOTS 1-12 BLK 5	3512 7TH STREET	\$ 1,057,332
40995	CRAFT FRANK S JR & JEAN ANN FINLAY	0.80	NICHOLS & NORVELL, BLOCK 6, LOT 3 & 9-10	7TH STREET	\$ 112,700
40996	CRAFT FRANK S JR & JEAN ANN FINLAY	0.32	NICHOLS & NORVELL LOTS 4 & 5 BLK 6 (INC PT OF ALLEY)	3612 7TH STREET	\$ 74,620
40997	AMBAJI ENTERPRISES INC	0.48	NICHOLS & NORVELL, BLOCK 6, LOT 6-8, PLUS 30' ROAD ROW, PT OF ALLEY, PART OF 6TH ST	3620 7TH STREET	\$ 605,150
40998	FF&L REAL ESTATE LLC	0.48	NICHOLS & NORVELL LOTS 1,2 & W1/2 LOT 3 BLK 7 (PLUS 30' OF ROAD & PT ALLEY)	3716 7TH STREET	\$ 394,410
40999	FERNANDEZ JOSE L	0.96	NICHOLS & NORVELL LOTS 4-6 & N 100' LOTS 7-9 BLK 7 (150X250')	3720 7TH STREET	\$ 422,770
41000	OM SHIVAY PPD ENTERPRISES LLC	1.45	NICHOLS & NORVELL LTS 10-12 & S29.93'LTS 7-9 BLK 7 + LTS 1-6 BLK 8 + 6TH ST R.O.W.	3712 7TH STREET	\$ 471,130
41004	CRAFT FRANK S JR & JEAN ANN FINLAY	0.48	NICHOLS & NORVELL LOTS 1-3 BLK 9 (INC PT 6TH ST & PT CLOVER ST)	3600 6TH ST	\$ 46,130
41005	AMBAJI ENTERPRISES INC	0.48	NICHOLS & NORVELL, BLOCK 9, LOT 4-6, PLUS 30' WALDRON ROW & 30' 6TH ST ROW	3620 6TH ST	\$ 36,540
41006	VEGA BALTAZAR & GLORIA	0.48	NICHOLS & NORVELL LOTS 7-9 BLK 9	3619 5TH ST	\$ 67,540
41007	GONZALES JUAN A JR & MARIA	0.16	NICHOLS & NORVELL LOT 10 BLK 9	3611 5TH ST	\$ 68,800
41008	VICTORIA'S INVESTMENT GROUP LLC	0.32	NICHOLS & NORVELL LOTS 11 & 12 BLK 9	3601 5TH ST	\$ 153,450
41009	PREMIER BAYWASH LLC	0.80	NICHOLS & NORVELL, REPLAT RESERVE "B", ACRES .8	3800 7TH STREET	\$ 910,950
41010	CASH RANDY K & CELESTE N	1.16	NICHOLS & NORVELL PT LOT B 1.0 AC APPROX 128 X 338'	2105 NORVELL	\$ 87,070
41011	DAVIS ALVIN C JR	0.86	NICHOLS & NORVELL BLK C (.86 AC) 2201 NORVELL	2201 NORVELL	\$ 13,070
41012	HERNANDEZ LIVORIO & GUADALUPE	0.85	NICHOLS & NORVELL BLK C	2203 NORVELL	\$ 125,710
41013	BELL DEREK & STEPHANIE	1.10	NICHOLS & NORVELL BLK PT C & D 1 ACRE	2217 NORVELL	\$ 58,430
41014	GARCIA MARY	0.26	NICHOLS & NORVELL BLK 60X150' OF PT OF C & D	2205 NORVELL	\$ 79,200
41015	DAVIS ALVIN C JR	0.98	NICHOLS & NORVELL BLK D .98 AC	2207 NORVELL	\$ 6,200
41016	DAVIS ALVIN C JR	1.66	NICHOLS & NORVELL BLK E 1.6577 AC	2209 NORVELL	\$ 48,080
41017	CUELLAR MANUEL & MARIA	0.17	NICHOLS & NORVELL BLK E .168 ACRES	2305 NORVELL	\$ 95,950
41018	RAMIREZ MARIA	0.39	NICHOLS & NORVELL BLK E .3903 AC	2301 NORVELL	\$ 199,970
41019	MUSKIET LAWRENCE M & PAMELA M	0.22	NICHOLS & NORVELL PT OF LT E & F .215 AC (.082 AC ""E"" & .133 AC ""F"")	2309 NORVELL	\$ 70,500
41020	DAVIS ALVIN C JR	1.50	NICHOLS & NORVELL PT BLK F 1.502 ACRES	2313 NORVELL	\$ 43,930
41021	CUELLAR MANUEL & MARIA	0.29	NICHOLS & NORVELL BLK F .29 AC	2313 NORVELL	\$ 86,630
41022	GARZA MELINDA M & CHRISTOPHER	0.55	NICHOLS & NORVELL BLK G (.55 AC)	2401 NORVELL	\$ 100,720
41028	CRAFT FRANK S JR & JEAN ANN FINLAY	0.32	NICHOLS & NORVELL, BLOCK 10, LOT 1-2	3500 6TH ST	\$ 20,000
41029	CRAFT FRANK S JR & JEAN ANN FINLAY	0.64	NICHOLS & NORVELL, BLOCK 10, LOT 3-6 INC PT 6TH ST(60X200)	3512 6TH ST	\$ 293,770
43390	BAY CITY 50 LLC	49.40	PARK ADDITION, BLOCK ALL BLKS 12-15 & 17-21 & 46-55, (LESS LTS 10-12 BLK 51), ACRES 49.395	12TH ST	\$ 7,160
43392	CITY OF BAY CITY	0.40	PARK ADDITION, BLOCK 16, LOT 1-6	711 GRACE	\$ -
43472	CITY OF BAY CITY	0.52	PARK ADDITION, BLOCK 51, LOT 10-12	GRACE	\$ -
43670	ANDERSON IRA T	0.49	PARKER S/D, BLOCK 1, LOT 1-3	2804 7TH ST	\$ 288,850
43671	MUECKE INVESTMENT LTD	0.16	PARKER S/D, BLOCK 1, LOT 4	2808 7TH ST	\$ 113,850
43672	DENN MANUEL & HELEN M ESTATE	0.16	PARKER S/D, BLOCK 1, LOT 5	2816 7TH ST	\$ 111,250
43673	DENN MANUEL & HELEN M ESTATE	0.32	PARKER S/D, BLOCK 1, LOT 6-7	2824 7TH ST	\$ 237,620
43681	GRANBERRY KELSEY WALLACE & BETTIE W	0.31	PARKER S/D, BLOCK 2, LOT 5-6	2916 7TH ST	\$ 416,000
43690	MUECKE INVESTMENT LTD	0.46	PARKER S/D, BLOCK 3, LOT 1-3	3004 7TH ST	\$ 122,800

Property ID	Owner	Acres	Legal Description	Address	Estimated 2024 Taxable Value
43734	MOBERLEY OSCAR R TESTAMENTARY TRUST	0.18	PARRISH ADDITION LOT 1 BLK 1	3012 AVE F	\$ 79,090
43735	LOPORTO ROY A & JENNIFER N TRUST	1.32	JAMES & HUITT S/D, BLOCK 1, RESERVE A (REPLAT OF PT OF AB 45 & PARRISH S/D LTS 2-7)	3104 AVE F	\$ 761,490
43736	HUITT HANK E	0.54	JAMES & HUITT S/D, BLOCK 1, RESERVE C (REPLAT OF PT OF AB 45 & PARRISH S/D LTS 2-7)	3120 AVE F	\$ 216,970
43737	VAUGHAN WATTS R SR	0.16	PARRISH ADDITION LOT 8 BLK 1	3122 AVE F	\$ 39,860
46554	SVETLIK JAMES	0.52	JAMES SVETLIK S/D, BLOCK 1, LOT 3-4 & W 38.30' LOT 2	3717-21 7TH ST	\$ 173,070
46555	INAC PROPERTIES 2 LLC	0.52	JAMES SVETLIK S/D, BLOCK 1, LOT 5-7	3709 7TH ST	\$ 150,200
46556	SVETLIK JAMES J JR	0.69	JAMES SVETLIK S/D, BLOCK 1, LOT 8-11	3625 7TH ST	\$ 159,510
46558	FORREST MONIKA	0.17	JAMES SVETLIK S/D, BLOCK 1, LOT 12	3605 7TH ST	\$ 50,630
46559	FORREST MONIKA	0.17	JAMES SVETLIK S/D, BLOCK 1, LOT 13	3605 7TH ST	\$ 91,230
46560	TYLER RICHARD E & MARGARET	0.17	JAMES SVETLIK S/D, BLOCK 1, LOT 14	3601 7TH STREET	\$ 139,520
46561	SVETLIK JAMES J JR ETAL	0.26	JAMES SVETLIK S/D, BLOCK 1, LOT 15 & LOT 16 (W/2)	2001 SVETLIK	\$ 54,650
46562	SVETLIK JAMES J JR	1.36	JAMES SVETLIK S/D, BLOCK 1, LOT 17-24 & LOT 16 (E/2), ACRES .0	3608 ROSE	\$ 83,650
46563	SVETLIK JAMES J JR ETAL	0.39	JAMES SVETLIK S/D, BLOCK 1, LOT 25	3716 ROSE	\$ 11,730
46908	DELGADILLO PATRICIA	0.34	TOWELLS S/D, BLOCK 2, LOT 1-2	2601 7TH ST	\$ 89,380
46909	DELGADILLO PATRICIA	0.33	TOWELLS S/D, BLOCK 2, LOT 3-4	2615 & 2627 7TH ST	\$ 101,690
46911	DELGADILLO PATRICIA	0.34	TOWELLS S/D, BLOCK 2, LOT 5-6	2024 ELM AVE	\$ 76,220
48976	JOHS DAVID	0.26	WHITSON S/D, BLOCK 1, NE 66'X158'	3200 AVE F	\$ 70,510
48977	YANEZ RAUL I	0.25	WHITSON S/D, BLOCK 1, LOT 10 (SE 75' X 140')	3208 AVE F	\$ 82,690
48984	BAY CITY INDEPENDENT SCHOOL DISTRICT	1.95	WHITSON S/D, BLOCK 2 (PT), (EAST GATE), ACRES 1.945	WHITSON ST	\$ -
48986	SAL HOLDINGS LLC	7.28	WHITSON ADDITION, BLOCK 2, LOT A & B, ACRES 7.282	3500 AVE F	\$ 600,000
48987	SKY07 ENTERPRISES LLC	0.20	WHITSON S/D, BLOCK 2, 76' X 114' PLUS 210 SQ FT, (8860 SQ FT), ACRES 0.203	3400 AVE F	\$ 142,540
48989	BAY CITY INDEPENDENT SCHOOL DISTRICT	7.23	WHITSON S/D, BLOCK 4 (PT), ACRES 7.23	3511 ROBERTS ROAD	\$ -
49018	BAY CITY I S D	11.10	WHITSON S/D, LOT 6, (582' X 100') (11.1 AC), ACRES 11.1	1200 WHITSON	\$ -
49019	CITY OF BAY CITY	10.06	WHITSON S/D, BLOCK 8, ACRES 10.06	1000 WHITSON	\$ -
49020	BAY CITY I S D	0.96	WHITSON S/D, BLOCK 8 (E-61.99'), ACRES 0.96	WHITSON ST ST	\$ -
49029	GIVENS WANDA FAYE WILLIAMS	11.16	WHITSON HEIGHTS S/D, BLOCK 1, LOT 10	800 WILLOWBY	\$ 15,410
82919	BRUNE KEITH E	1.14	AB 0271, I & G N RR CO, ACRES 1.14	4200 SARGENT CT	\$ 119,060
83493	HUITT JAMES FRED & CONNIE L	0.26	JAMES SVETLIK S/D, BLOCK 1, LOT 1 & E 11.70' LT 2	3725 7TH ST	\$ 270,140
84063	SAN MIGUEL SERGIO & JANIE R	0.11	NICHOLS & NORVELL S' 50' OF LOTS 5 & 6 BLK 11	2200 HELEN	\$ 102,450
87321	BAY CITY COMMUNITY DEVELOPMENT CORP	4.72	AB 0045, E HALL, ACRES 4.72	ROBERTS SCHOOL RD	\$ 108,490
88594	FIRST STATE BANK OF LOUISE	0.32	NICHOLS & NORVELL, BLOCK 6, LOT 1-2 & 11-12 + 60' X 500' CLOVER ST, + 10' X 100' 6TH ST	3600 7TH ST	\$ 1,110,160
88601	GCA VENTURES LLC	23.24	AB 0092, RPT STONE, ACRES 23.238, (TR N OF 2ND ST SPUR)	DR MARTIN LUTHER KING JR DR	\$ 1,560
89424	BULLDOG DEVELOPERS INC	4.95	AB 0092, RPT STONE, ACRES 4.95	ST HWY 35 W	\$ 111,130
113434	ROSE IRA S JR & FRANCES ROSE	23.96	I & G N AB 273 23.91612 AC	OLD VAN VLECK RD	\$ 1,610
115403	DADA M ATIQ & UZMA RAHAT	2.50	AB 0092, RPT STONE, ACRES 2.50	NILE VALLEY RD	\$ 125,240
115865	MOHAMMED ATIQ DADA	3.10	AB 0092, RPT STONE, ACRES 3.0975	NILE VALLEY DR	\$ 141,670
118335	UDI	0.16	PARKER S/D, BLOCK 2, LOT 1	2900 7TH ST	\$ 47,810
118337	UDI	0.31	PARKER S/D, BLOCK 2, LOT 3-4	2910-12 7TH ST	\$ 177,250
118339	UDI	0.16	PARKER S/D, BLOCK 2, LOT 2	2908 7TH ST	\$ 80,440
118717	BELL TIMOTHY E & M KATHLEEN & WILLIAM M JR	0.33	AB 0271, I & G N RR CO, ACRES 0.33, (TOWER SITE)	7th	\$ 10,000
122092	UDI	3.48	AB 0271, I & G N RR CO, ACRES 3.48	7TH ST	\$ 90,060
122096	UDI	2.00	I & G N AB 274 2.0 ACRES	7TH ST	\$ 238,260
123268	WELLS CARLA	0.77	MEADOWLAWN S/D, BLOCK 11, LOT 12-17	3211 7TH STREET	\$ 204,120
126118	CC LAVA LLC	0.26	MOORE 2ND, BLOCK 15, LOT 1A REPLAT (LT 1 & PT N-2)	AVE F	\$ 59,080
127548	ROBBINS TRAVIS W	0.11	JAMES SVETLIK S/D, BLOCK 1, LOT LOT 24 (S/2)	3712 ROSE ST	\$ 196,160
127746	MITTAL INVESTMENTS LLC	1.36	AB 0045, E HALL, ACRES 1.363	3609 AVE F	\$ 714,840
130858	URSERY JACK TRAVIS &	6.80	AB 0273, I & G N RR CO, LOT 3 (REPLAT FOLSE S/D), ACRES 6.8	OLD VAN VLECK RD	\$ 65,550
131895	CITY OF BAY CITY	2.00	AB 0151, JOHN DUNCAN, ACRES 2., AB 151 & AB 150 (VAN VLECK ISD -AG SITE)	HWY 35	\$ -
131904	CITY OF BAY CITY	1.12	AB 0009, BOMAN & WILLIAMS, ACRES 1.121	HWY 60	\$ -
132308	BC DEVELOPMENT GROUP LLC	5.00	AB 0092, RPT STONE, ACRES 5.001, (TR N OF 2ND ST SPUR)	2400 NILE VALLEY RD	\$ 50,010

**Annexation – discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas annexing to the City of Bay City, Texas a total of 7.575 acres of land located in the RPT Stone Abstract 0092, Matagorda County, Texas and extending the boundary limits of the City so as to include the hereinafter described property within the City of Bay City’s city limits; adopting a Service Plan providing for the extension of municipal services to the area so annexed and granting all inhabitants and owners of property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances, and regulations of the city of Bay City; providing for a severability clause; and providing an effective date.**



**EXECUTIVE SUMMARY**

**ORDINANCE FOR ANNEXATION & ANNEXATION SERVICE PLAN – BC DEVELOPMENT**

**BACKGROUND:**

The Developer, BC Development, intends to construct approximately an 86-unit multi-family apartment complex “The Reserve at Riverbend” and has petitioned for annexation of a 7.575 acre tract of land which includes 5.827 acres of land, currently owned by the Developer and a 1.748 acre tract of land that the Developer is purchasing.

**RECOMMENDATION:** Staff recommends City Council approve the Ordinance for Annexation and Annexation Service Plan

**ATTACHMENTS:** Ordinance for Annexation and Annexation Service Plan

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ANNEXING TERRITORY**

**AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS PROVIDING FOR THE ANNEXATION OF A 5.827 ACRE TRACT AND A 1.748 ACRE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF BAY CITY, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BAY CITY, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF BAY CITY, TEXAS TO INCLUDE THE ANNEXED TRACT; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF BAY CITY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bay City, Texas (“City”) is a Home Rule City as defined by the Texas Local Government Code; and

**WHEREAS**, BC Development Group, LLC and GFG SPV Holdings, LLC, (“Owner”) the owner and/or developer of a 5.827 acre tract and a 1.748 acre tract of land described more fully in Exhibit “A” attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City (“Area”), has requested that the City annex said property into the city limits of the City pursuant to Texas Local Government Code §43.0671; and

**WHEREAS**, under the Local Government Code, the Bay City City Charter, and other applicable provisions of Texas Law, City and the Bay City City Council as the governing body of the municipality is authorized to annex the Area; and

**WHEREAS**, City held a public hearing on April 23, 2024 and December 10, 2024 at 6 p.m. in the Bay City Council Chambers to receive public comments on the annexation after giving public notice in the newspaper of the public hearing date and complied with provisions for annexation required under the Texas Local Government Code and as otherwise required by law; and

**WHEREAS**, the City of Bay City, Texas (“City”) prepared a service plan for the extension of municipal services into the Area to be annexed and the plan was proposed by the City Council of Bay City, Texas prior to the public hearing on the annexation and was thereafter available for public inspection; and

**WHEREAS**, all notices, publications, and hearings have been duly given or held as required by the Texas Local Government Code and no written protest to the annexation was filed with the City Secretary of Bay City, Texas; and

**WHEREAS**, institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law; and

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

**SECTION 1.** The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

**SECTION 2.** That the hereinafter described 5.827 acre tract of land and 1.748 acre tract of land (“Area”) which lies within Matagorda County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Bay City, Texas is hereby annexed to the City of Bay City, Texas for all municipal purposes and the corporate lines and limits of the City of Bay City, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit “A”.

**SECTION 3.** That the Area annexed shall bear its pro-rata part of the taxes assessed by the City of Bay City, Texas.

**SECTION 4.** That the inhabitants of the Area hereby annexed to the City of Bay City, Texas shall be entitled to all the rights and privileges of the citizens of the City of Bay City, Texas and shall be bound by the acts, ordinances, codes, resolutions, and regulations of the City of Bay City, Texas.

**SECTION 5.** It is not the intention of the City of Bay City, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Bay City, Texas, such fact shall not prevent the City from annexing such Area, above-described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

**SECTION 6.** The Annexation Service Plan which is attached to this Ordinance as Exhibit “B” is hereby approved and incorporated by reference herein as part of this Ordinance.

**SECTION 7.** It is hereby declared to be the intention of the City Council of the City of Bay City, Texas 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 should 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 incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 8.** All rights and remedies of the City of Bay City, Texas are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending

litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9.** The City Secretary of the City of Bay City, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Bay City, Texas and by filing this Ordinance in the Ordinance Records of the City. The City Secretary of the City of Bay City, Texas is hereby directed to file with the County Clerk of Matagorda County, Texas, a certified copy of this Ordinance.

**SECTION 10.** This Ordinance shall be in full force and effect ten (10) calendar days after the date upon final passage.

**UPON MOTION OF COUNCILMEMBER \_\_\_\_\_, SECONDED BY COUNCILMEMBER \_\_\_\_\_, THAT THE ORDINANCE BE PASSED ON FIRST AND FINAL READING, THIS 10<sup>th</sup> DAY OF DECEMBER, 2024.**

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

ATTEST:

Approved By:

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

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Blayne Finlay	_____	_____	_____
Ben Flores	_____	_____	_____
Jim Folsie	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Becca Sitz, Mayor Pro Tem	_____	_____	_____
Robert K. Nelson, Mayor	_____	_____	_____

**ANNEXATION SERVICE PLAN  
FOR THE CITY OF BAY CITY, TEXAS**

WHEREAS, the City of Bay City, Texas (“City”) is a Home Rule City as defined by the Texas Local Government Code; and

WHEREAS, an area to be annexed more fully described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Bay City, Texas (“Area”); and

WHEREAS, under the Local Government Code, the Bay City, Texas City Charter, and other applicable provisions of Texas Law, the City and the Bay City City Council as the governing body of the municipality is authorized to annex the Area on request of the owners of the land to be annexed, such request being acknowledged herein; and

WHEREAS, BC Development Group, LLC and/or GCA Ventures, LLC (together referred to herein as “BC Development”), the owners of the property described in Exhibit “A” have requested to be annexed, as more fully described in Exhibit “B” hereto;

WHEREAS, Section 43.0672 of the Local Government Code of the State of Texas requires that a written agreement between the City and the land owners regarding services to be provided to the land; and

WHEREAS, the following Service Plan has been agreed upon between the owner of the land to be annexed and the City;

Pursuant to the provisions of Texas Local Government Code 43.0672, BC Development and the City, agree to the following Plan of Service:

**SECTION 1. PROVISION OF SERVICES.**

The City of Bay City, Texas shall provide or make available the following municipal facilities and services to the annexed area at the same level as provided in the remainder of the City on the effective date of annexation of the area to be annexed:

**A. Police Protection**

The Bay City Police Department will provide protection and law enforcement services to the newly annexed tract. These services shall include, but not be limited to: 911 service, normal patrols and responses; special units, such as traffic enforcement, criminal investigations, and narcotics, as well as any community program that may be implemented in the future by the City.

B. Fire Protection

The Bay City Fire Department shall provide fire protection and prevention services to the newly annexed tract. These services shall include, but not be limited to: fire suppression and rescue, assistance in providing emergency medical services; emergency prevention and public education services; pre-plan inspections; and emergency management planning.

Additionally, the Bay City Volunteer Fire Department shall provide fire protection and prevention services to the newly annexed tract at the same or similar level now being provided to other areas of the City of Bay City, Texas.

C. Emergency Medical Services

Emergency medical services shall be provided to the newly annexed tract at the same or similar level now being provided to other areas of the City of Bay City, Texas.

D. Solid Waste Collection

The City will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Bay City, Texas.

E. Operation and Maintenance of Water and Wastewater Facilities

Any and all water or wastewater facilities owned or maintained by the City of Bay City, Texas, at the time of the proposed annexation shall continue to be owned and maintained by the City of Bay City, Texas. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Bay City, Texas, to the extent of its ownership. The City acknowledges that contemporaneously with this Agreement, the Bay City Community Development Corporation (“BCCDC”) and BC Development and the City and BC Development have reached independent economic development reimbursement agreements (hereinafter, the “Agreement”) which will provide additional terms concerning water and wastewater facilities, among others.

F. Operation and Maintenance of Roads and Streets

The Street Department shall maintain public roads and streets, over which the City has jurisdiction. These services shall include: emergency pavement repair; regular repair and maintenance of public roads and streets.



G. Parks and Recreation Facilities

City parks and recreation facilities, including the municipal swimming pool, now incorporated in the City shall be accessible to all residents of the City.

The City is not aware of the existence of any parks, swimming pools, playgrounds, or other recreational facilities now located in the area proposed for annexation. In the event any such parks, swimming pools, playgrounds, or other recreational facilities do exist and are public facilities, the City of Bay City, Texas, will maintain such areas to the same extent and degree that it maintains parks, swimming pools, playgrounds, or other recreational facilities of the City now incorporated in the City.

H. Maintenance and Operation of Publicly Owned Facility, Building or Municipal Service

The City is not aware of the existence of any publicly owned facility, building or municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service do exist and are public facilities, the City of Bay City, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facility, building or municipal services now incorporated in the City.

I. Code Enforcement

Regular code enforcement services shall be provided.

J. Animal Control

Regular animal control services shall be provided.

K. Drainage

The City finds and determines it to be unnecessary to construct drainage channels or other works of improvement in the newly annexed area for or in connection with the flowage or diversion of any waters in, over, upon or through said annexed area as the area currently has the same level of drainage as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.

L. Roads and Streets

The City finds and determines it to be unnecessary to construct or improve roads and streets in the area proposed to be annexed as the area currently has the same degree of roads and streets as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.

The City finds and determines it to be unnecessary to construct or improve the degree of road and street lighting as the area currently has the same degree of road and street lighting as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.

SECTION 2. CONFLICTS

In the event that any provision of this service plan conflicts with any other plan, comprehensive plan, or program of the City of Bay City, the provision contained in this service plan shall control; provided however, the terms of the above described Agreements shall take precedence to the terms of this service plan.

SECTION 3. APPROVAL AND TERM OF SERVICE PLAN.

This service plan shall be attached to the ordinance annexing the area described above and approved as part of the ordinance and shall become effective upon the final approval of the ordinance annexing the territory described above.

Effective on the date the ordinance annexing the territory described in Exhibit "A" is approved.

BC Development Group, LLC

City of Bay City, Texas

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

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

Attest:

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

**Discuss, consider, and/or approve a Chapter 380 Economic Development Agreement between the City of Bay City and BC Development Group, LLC.**



## **EXECUTIVE SUMMARY**

### **DEVELOPMENT AGREEMENT – BC DEVELOPMENT**

#### **BACKGROUND:**

The Developer intends to construct approximately an 86-unit multi-family apartment complex “The Reserve at Riverbend” and petitioned for annexation. The estimated investment in infrastructure will exceed \$400,000. Because this will be a positive economic development project for the citizens of Bay City, the proposed agreement provides that the City will reimburse the developer in an amount up to \$100,000 over a period of five years. In addition, under a separate agreement, the Bay City Community Development Corporation will reimburse the developer in an amount up to \$250,000.

**RECOMMENDATION:** Staff recommends City Council approve the development agreement

**ATTACHMENTS:** Chapter 380 Development Agreement for Reimbursement of Infrastructure

**INFRASTRUCTURE REIMBURSEMENT AGREEMENT  
PURSUANT TO  
TEXAS LOCAL GOVERNMENT CODE CHAPTER 380**

STATE OF TEXAS           §  
  §           KNOW ALL BY THESE PRESENTS:  
CITY OF BAY CITY         §

The Bay City City Council, in the County of Matagorda, State of Texas (hereinafter referred to as the “City”), and BC Development Group, LLC (hereinafter referred to as “Developer”), enter into this Infrastructure Reimbursement Agreement (hereinafter referred to as the “Agreement”) as follows:

**RECITALS**

WHEREAS, Developer has purchased approximately 5.827 acres of land that is located outside the existing city limits and is more particularly described in Exhibit “A” attached hereto and made a part hereof for any and all purposes.

WHEREAS, Developer is in the process of purchasing a 1.748 acre tract of land that is located outside the existing city limits and is more particularly described in Exhibit “B” attached hereto and made a part hereof for any and all purposes (both the 5.827 acre tract of land and the 1.748 acre tract of land are hereinafter referred to collectively as the “Property”).

WHEREAS, Developer intends to build infrastructure, consisting of water sewer facilities on or near the Property (hereinafter, the “Infrastructure”) which will promote construction of an approximately 86 unit multi-family apartment development with amenities “The Reserve at River Bend” (hereinafter called the “Development”). It is estimated that the investment for the infrastructure will exceed \$400,000 The Development will be a positive economic development project for the benefit of the citizens of the City; and

WHEREAS, Developer proposes as additional consideration to dedicate all public infrastructure to the City and construct the Infrastructure necessary to expand the water and sewer services from its proposed Development to the existing facilities of the City and to construct utility improvements for water and sewer; and

WHEREAS, the City finds that the terms of this Agreement and the Property subject to this Agreement meet the applicable guidelines and criteria governing economic development previously adopted by the City under Texas Local Government Code Chapter 380; and

WHEREAS, the City has determined that this Agreement with Developer will encourage a strong commitment to comprehensive and capital facilities planning, will insure the provisions of adequate public facilities for Development, will encourage the efficient use of resources and reduce the economic costs of Development that will be beneficial to the City; and

WHEREAS, such Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring that there are adequate capital facilities for the Development, encourages private participation in comprehensive planning and reduces the costs of Developer; and

WHEREAS, Developer and City have heretofore completed all steps of voluntary annexation of the Property to the City except for adoption of the final order by City Council of the City; and

WHEREAS, Developer and the Development shall comply with all applicable federal, state, county and city regulations, comprehensive plan policies and objectives of the City, City ordinances and all applicable rules, codes, specifications or regulations in effect as of the effective date hereof, (hereinafter referred to as “City Laws and Policies”), except as otherwise provided herein; and

WHEREAS, it is therefore deemed to be in the best interest of the public health, safety and welfare for the City to enter into this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree are the basis of the instant Agreement.
2. Purpose. The purpose of this Agreement is to establish and define the respective rights and obligations of Developer and the City concerning the Development during the term of said Agreement.

### **TERMS AND CONDITIONS**

3. Term. The reimbursement provision of this Agreement shall remain in effect for five (5) years unless otherwise extended as allowed by State statute or unless earlier terminated as provided for in Paragraphs seven (7) and twenty (20).

4. Developer’s Obligations.

4.1 Follow Applicable Laws, Obtain Permits. Developer agrees to develop the Property in accordance with this Agreement and in compliance with all applicable Federal, State and Local laws, statutes, ordinances, codes, specifications and regulations. In furtherance thereof, Developer shall obtain the required permits, and Developer and City agree as follows:

4.1.1 Contemporaneously with this Agreement, Developer agrees to the adoption of the annexation order annexing the Property into City.

4.1.2 Developer agrees to submit a development plan to the City’s Public Works Department, if a development plan has not been submitted as of the Effective Date.

4.1.3. Once approved, Developer agrees to begin construction of the Infrastructure within six (6) months.

4.1.4. The developer agrees that on-site inspections may be performed by the City’s Public Works Department at any time during the term of this Agreement.

4.1.5. Excluding permits that have been issued prior to the Effective Date, the Developer agrees to make application for building permits and perform all construction in accordance to the applicable Building Codes adopted by the City at the time applications are made.

4.2 Construction of Infrastructure. Developer shall construct the Infrastructure within public rights-of-way consistent with applicable City Laws and Policies. Any utility improvements not constructed in public rights-of-way shall be dedicated to the City. Developer agrees to pay for the construction of the Infrastructure, with such work being generally described in Exhibit “C”. Developer shall be reimbursed for \$100,000.00 of the costs of infrastructure.

4.3 Building Codes. Developer shall comply with or exceed all building codes and existing ordinances as they exist on the Effective Date of this Agreement.

4.4 Fees Payable. For clarification purposes, the Developer shall be responsible for the payments for eighteen (18) meters, and fifteen percent (15%) of the actual cost of the tap (per ordinance) and any building plan review/permit fees.

4.5 Bond. Prior to beginning construction of the Infrastructure, the City requires the Developer’s prime contractor to obtain performance and payment bonds in the amount of the contract related to the Infrastructure to secure construction and payment related to the construction of the Infrastructure (hereinafter, the “Bonds”). The surety for the Bonds shall be authorized to transact

business in the State of Texas in accordance with Texas Government Code §2253.021. The Bonds shall be released upon acceptance of the Infrastructure and final payment to the Prime Contractor and all sub-contractors.

5. City’s Obligations.

5.1 Permits and Approvals. Consistent with City Laws and Policies, the City shall expeditiously review through existing procedure and grant all applicable City permits and approvals to which Developer is entitled pursuant to applicable City Code.

5.1(a) Tax Certificates. The City shall issue a Texas Sales and Use Tax Resale Certificate to waive sales taxes on all materials purchased for the construction of the Infrastructure.

5.2 Reimbursement. City shall reimburse Developer as described in paragraph 6. Below.

5.3 Waiver of certain fees. Notwithstanding anything stated in this Agreement to the contrary, the City is waiving the sanitary sewer capital cost recovery fees and Developer shall not be obligated to pay a sanitary sewer capital cost recovery fee of any kind, nature or character.

6. Reimbursement.

6.1 Upon final completion of the Infrastructure and (1) the Infrastructure being approved by the City’s Public Works Department, which such approval shall not be unreasonably withheld, and (2) Developer providing a cost recap (summary) with supporting documents (invoices/proof of payment), which shall be submit to the City and BCCDC, the City shall pay \$20,000.00 per year to Developer.

6.2 Developer shall have no obligation to participate in, pay, contribute, or otherwise provide as a condition or exaction of any subsequent approval by City, any new development or impact fee or fees, however described or defined, imposed by City after the effective date of this Agreement.

7. Default. In the event that Developer fails to construct the Infrastructure within the time frame stated in this Agreement or as it may be extended, this Agreement shall be null and void and of no further consequence, except that the Property shall continue to be within the city limits of the City of Bay City. Developer does not waive any writes to pursue disannexation in the future, but it shall not be automatic and shall be subject to laws then in effect. Further, a default of a similar agreement entered into with the Bay City Community Development Corporation shall be considered a default of this Agreement.

**GENERAL PROVISIONS**

8. Comprehensive Plan. Land Development, in Regulations and Compatibility. The City hereby finds this Agreement and the Development as described are consistent with the City’s Comprehensive Plans and Regulations and is compatible with the surrounding uses.

9. Assignment. No party shall have the right to assign that party's interest in this Agreement without the prior written consent of each of the other parties, which consent shall not be unreasonably withheld.

10. Modifications. At any time before the expiration of the term of this Agreement, this Agreement may be modified by the joint action of the parties hereto to include other provisions that could have been included in the original agreement. Any such modification shall be in writing and signed by all the parties hereto and made by the same procedure by which the original agreement was approved and executed.

11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected hereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable. The City expressly disclaims any warranty or representation as to the legality or enforceability of this Agreement and Developer expressly disclaims the existence of any such warranty or representation.

12. Governing Law. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas and the Act in particular. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Matagorda County, Texas.

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

14. Complete Agreement. Other than the Annexation Agreement with Service Plan, this Agreement contains the entire agreement among the parties and supersedes any and all prior understandings and agreements between the parties hereto relating to the subject matter hereof, including, but not limited to the construction of the Infrastructure, the Property and the Development. There are no representations, promises, guarantees or warranties other than those set forth herein.





Bay City, Texas 77414

With a copy to: Anne Marie Odefey  
Attorney at Law  
Roberts, Roberts, Odefey, Witte & Wall, LLP  
Attorney at Law  
P.O. Box 9  
Bay City, Texas 77979  
Telephone: (361) 552-2971  
Facsimile: (361) 552-5368  
Email: amo@portlavacalaw.com

For Developer: GFG Development Group  
2743 Imperia Dr.  
Sugar Land, Texas 77479

With a copy to: Wadler Perches & Kerlick  
101 W. Burlison St.  
Wharton, Texas 77488

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

CITY OF BAY CITY, TEXAS

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

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

ATTEST:

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

APPROVED BY CITY ATTORNEY

\_\_\_\_\_  
Anne Marie Odefey  
Date: \_\_\_\_\_

THE STATE OF TEXAS            §  
  §  
COUNTY OF MATAGORDA       §

Before me, the undersigned Notary Public, on this day personally appeared Robert K. Nelson as Mayor of the City of Bay City, on behalf of the City of Bay City, known to me to be a credible person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ Developer, known to me to be a credible person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

DEVELOPER

By: George Villarreal, Vice President  
Date: \_\_\_\_\_

By: Felix Gaulke, Secretary  
Date: \_\_\_\_\_

THE STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned Notary Public, on this day personally appeared George Villarreal as Vice President of BC Development Group, LLC, on behalf of BC Development Group, LLC, known to me to be a credible person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned Notary Public, on this day personally appeared Felix Gaulke as Secretary of BC Development Group, LLC, on behalf of BC Development Group, LLC, known to me to be a credible person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

***Doyle & Wachtstetter, Inc***

Surveying and Mapping • GPS/GIS

**BC DEVELOPMENT GROUP, LLC 5.827 ACRE TRACT  
REUBEN P. T. STONE ¼ LEAGUE, ABSTRACT 92  
MATAGORDA COUNTY, TEXAS  
PAGE 1 OF 2**

**ALL THAT CERTAIN 5.827 ACRE TRACT** of land lying and situated in the Reuben P. T. Stone ¼ League, Abstract 92, Matagorda County, Texas, being a portion of all that certain called 28.24 acre tract of land conveyed by warranty deed on July 31, 2007 from J. N. McDonald, Jr. and Barbara Jean McDonald to GCA Ventures, LLC, as recorded in Clerk's File No. 2007-075954 and later corrected in Clerk's File No. 2007-079080 of the Matagorda County Official Records (M.C.O.R.), said 5.827 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F.= 0.99988447511) as follows:

**BEGINNING** at the northwest corner of said GCA Ventures, LLC called 28.24 acre tract, being the southwest corner of all that certain called 3.0975 acre tract of land conveyed by special warranty deed on December 30, 2021 from CP 23 (TX), LLC to Mohammed Atiq Dada, as recorded in Clerk's File No. 2022-75 of the M.C.O.R. and being the same tract of land referred to as Reserve 'A' on the plat of CP Living 23 Addition, as recorded in Plat File No. 547A-547B of the Matagorda County Plat Records (M.C.P.R.), same being a point on the eastern right-of-way boundary line of the 100 foot wide Nile Valley Road and being all that certain called 8.629 acre tract of land conveyed by deed with an effective date of April 13, 2004 from J. N. and Barbara McDonald to the City of Bay City, as recorded in Clerk's File No. 2009-095199 of the M.C.O.R., for the northwest corner and **POINT OF BEGINNING** of the herein described 5.827 acre tract, being located at Texas State Plane coordinate position X=2929033.93 and Y=13551742.48;

**THENCE** South 83°34'29" East, coincident with the northern boundary line of said GCA Ventures, LLC called 28.24 acre tract, being the southern boundary line of said Mohammed Atiq Dada called 3.0975 acre tract and said Reserve 'A', at a distance of 450.00 feet pass the southeast corner of said Mohammed Atiq Dada called 3.0975 acre tract and said Reserve 'A', being the southwest corner of the remainder of all that certain called 52.74 acre tract of land conveyed by warranty deed on December 11, 2007 from Beadle Moore, Jr., et al, to James Vincent Maloney and James Grant Allison, as recorded in Clerk's File No. 2007-079960 of the M.C.O.R., and continuing for a total distance of 719.33 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking a point on the northern boundary line of said GCA Ventures, LLC called 28.24 acre tract, being a point on the southern boundary line of said James Vincent Maloney and James Grant Allison called 52.74 acre tract, for the northeast corner of the herein described 5.827 acre tract, at position X=2929748.66 and Y=13551661.99;

**THENCE** South 4°34'37" West, crossing said GCA Ventures, LLC called 28.24 acre tract, a distance of 353.03 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking the southeast corner of the herein described 5.827 acre tract, at position X=2929720.49 and Y=13551310.13;

**BC DEVELOPMENT GROUP, LLC 5.827 ACRE TRACT  
REUBEN P. T. STONE ¼ LEAGUE, ABSTRACT 92  
MATAGORDA COUNTY, TEXAS  
PAGE 2 OF 2**

**THENCE** North 83°34'29" West, continuing across said GCA Ventures, LLC called 28.24 acre tract, a distance of 719.33 feet to a 3/8" iron rod with survey cap marked "TTW RPLS 6577" set marking a point on the western boundary line of said GCA Ventures, LLC called 28.24 acre tract, being a point on the eastern right-of-way boundary line of said Nile Valley Road and said City of Bay City called 8.629 acre tract, for the southwest corner of the herein described 5.827 acre tract, at position X=2929005.76 and Y=13551390.62;

**THENCE** North 4°34'37" East, coincident with the western boundary line of said GCA Ventures, LLC called 28.24 acre tract, being the eastern right-of-way boundary line of said Nile Valley Road and said City of Bay City called 8.629 acre tract, a distance of 353.03 feet to the **POINT OF BEGINNING**, and containing 5.827 acres of land, more or less.

*Travis T. Wachtstetter*

**Travis T. Wachtstetter**  
**Registered Professional Land Surveyor**  
**Texas Registration Number 6577**  
**October 9, 2023**



*This description is based on a survey, a plat of which, dated February 20, 2023, is on file in the office of Doyle & Wachtstetter, Inc.*  
Legal\Travis\Matagorda County\Bay City\BC Development Group, LLC 5.827 Acre Tract.doc



**GFG SPV HOLDING II, LLC 1.748 ACRE TRACT  
REUBEN P.T. STONE ¼ LEAGUE, ABSTRACT 92  
MATAGORDA COUNTY, TEXAS  
PAGE 1 OF 2**

**ALL THAT CERTAIN 1.748 ACRE TRACT** of land lying and situated in the Reuben P. T. Stone ¼ League, Abstract 92, Matagorda County, Texas, being a portion of the remainder of all that certain called 28.24 acre tract of land conveyed by warranty deed on July 31, 2007 from J. N. McDonald, Jr. and Barbara Jean McDonald to GCA Ventures, LLC, as recorded in Clerk's File No. 2007-075954 and later corrected in Clerk's File No. 2007-079080 of the Matagorda County Official Records (M.C.O.R.), said 1.748 acre tract hereby conveyed being more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F.=0.99988447511) as follows:

**BEGINNING** at a 5/8" iron rod with survey cap marked "TTW RPLS 6577" found marking the most northerly northwest corner of the remainder of said GCA Ventures, LLC called 28.24 acre tract, being the northeast corner of all that certain called 1.748 acre tract of land conveyed by general warranty deed on February 26, 2024 from GCA Ventures, LLC to GFG SPV Holding II, LLC, as recorded in Clerk's File No. 2024-868 of the M.C.O.R., same being a point on the southern boundary line of the remainder of all that certain called 52.74 acre tract of land conveyed by warranty deed on December 11, 2007 from Beadle Moore, Jr., et al, to James Vincent Maloney and James Grant Allison, as recorded in Clerk's File No. 2007-079960 of the M.C.O.R., for the northwest corner and **POINT OF BEGINNING** of the herein described 1.748 acre tract, being located at Texas State Plane coordinate position X=2929963.04 and Y=13551637.85;

**THENCE** South 83°34'29" East, coincident with the northern boundary line of said GCA Ventures, LLC called 28.24 acre tract, being the southern boundary line of said James Vincent Maloney and James Grant Allison called 52.74 acre tract, a distance of 215.76 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking a point on the northern boundary line of said GCA Ventures, LLC called 28.24 acre tract, being a point on the southern boundary line of said James Vincent Maloney and James Grant Allison called 52.74 acre tract, for the northeast corner of the herein described 1.748 acre tract, at position X=2930177.41 and Y=13551613.71;

**THENCE** South 4°34'37" West, crossing said GCA Ventures, LLC called 28.24 acre tract, a distance of 353.03 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking the southeast corner of the herein described 1.748 acre tract, at position X=2930149.24 and Y=13551261.84;

**THENCE** North 83°34'29" West, continuing across said GCA Ventures, LLC called 28.24 acre tract, a distance of 215.76 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" found marking the southeast corner of said GFG SPV Holding II, LLC called 1.748 acre tract, for the southwest corner of the herein described 1.748 acre tract, at position X=2929934.87 and Y=13551285.99;

**GFG SPV HOLDING II, LLC 1.748 ACRE TRACT  
REUBEN P.T. STONE ¼ LEAGUE, ABSTRACT 92  
BRAZORIA COUNTY, TEXAS  
PAGE 2 OF 2**

**THENCE** North 4°34'37" East, coincident with the eastern boundary line of said GFG SPV Holding II, LLC called 1.748 acre tract, a distance of 353.03 feet to the **POINT OF BEGINNING**, and containing 1.748 acres of land, more or less.

*Travis T. Wachtstetter*

**Travis T. Wachtstetter  
Registered Professional Land Surveyor  
Texas Registration Number 6577  
November 1, 2024**



*This description is based on a survey, a plat of which, dated October 17, 2024 is on file in the office of Doyle & Wachtstetter, Inc.  
Legal\Travis\Matagorda County\Bay City\GFG SPV Holding II, LLC 1.748 Acre Tract (2<sup>nd</sup> Addition).doc*



<b>Estimate for Instralling Needed Manholes along MLK ROW and turning at the corner of Charles Haley Dr. north and then Boring under Charles Hayley Dr. to connect new sewer line to the existing lift station. The Lift Station will be upgraded to serve the new estimated ussage needed plus additional capacity not to suoerseed the capability of the exsisting wet well. The estimate is labor and materials needed for the following specs.</b>	
Install (7) new manholes set on grade for the new 10" SDR piping to be installed to grade. All Manholes to be set ob Stabilized sand bases and backfilled 40% with stabilized sand. Install approximatly 1600' liner feet of 10" SdR pipe set to grade in sand bed and backfilled with sand. Bore under the road to access the existing lift station and tie in with 8" line under the road. Change out existing pumps to (2) 3" Flygt Non Clog pumps6.5 Hp205 GPM with control panel, new lid with manhole Dual 3" pipes converted into a 4" forced main with new vault and all check valves per Park Enviromental Design. Install 2300' liner feet of forced main to be replacing the existing 2" line and connect to the manhole located at the end of Second street near the corner of ershing and Second Street. Drawings will be attached for Pump Stration.	
<i>(We will request a Tax Exemption Certificate for purchasing Materials related to all materials.)</i>	
Engineering	\$ 11,250.00
Surveying	\$ 1,200.00
Field Inspection and Escavating for visual understanding of the existing Sewer installed.	\$ 6,750.00
Escavate and remove existing manholes from ROW and dispose of.	\$ 13,750.00
Back fill holes made from removal of manholes and pipe.	\$ 7,500.00
Purchase 7 manholes	\$ 22,750.00
Install 7 manholes with stabilized base and Backfilled.	\$ 23,500.00
Purchase 1600' liner feet of 10" SDR	\$ 34,000.00
Trench and install 10" SDR back filled and set to Grade.	\$ 42,500.00
Bore under road and set 8" pipe inside 10" sleeve.	\$ 6,850.00
Purchase 8" pipe for under road.	\$ 1,750.00
Purchase 10" sleeve for under road.	\$ 2,750.00
Purchase new Pump design from Park Enviromental	\$ 87,105.00
Labor to change out Pump station equipment and set vault.	\$ 42,500.00
Trench access for 4" forced main.	\$ 3,750.00
Purchase 2300' lineier feet of 4" Shedule 40 pipe for forced main.	\$ 7,950.00
Bore instation of 4" forced main.	\$ 36,590.00
Backfill area as needed.	\$ 3,250.00
Remove all excess dirt and remove.	\$ 6,250.00
Final grade and spray sod along the ROW where ground is affected.	\$ 17,850.00
<b>Total of Construcion for Sewer Lines and Upgrading Pump Station</b>	<b>\$ 379,795.00</b>
<b>General Contractor's Fee to oversee project:</b>	<b>\$ 18,989.75</b>
<b>Grand Total for Work to be Done:</b>	<b>\$ 398,784.75</b>

**Annexation – discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas annexing to the City of Bay City, Texas a total of 3.6816 acres of land located in the Bay Way Estates, Reserve A, Matagorda county, Texas and extending the boundary limits of the City so as to include the hereinafter described property within the City of Bay City’s city limits; adopting a Service Plan providing for the extension of municipal services to the area so annexed and granting all inhabitants and owners of property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances, and regulations of the city of Bay City; providing for a severability clause; and providing an effective date.**



**EXECUTIVE SUMMARY**

**ORDINANCE FOR ANNEXATION & ANNEXATION SERVICE PLAN – BAY CITY HWY 60 PROPERTY INC**

**BACKGROUND:**

The Developer, BAY CITY HWY 60 PROPERTY INC, intends to construct a convenience store on the northwest corner of SH60 & FM 3156 and has petitioned for annexation of a 3.6816 acre tract currently owned by the Developer.

**RECOMMENDATION:** Staff recommends City Council approve the Ordinance for Annexation and Annexation Service Plan

**ATTACHMENTS:** Ordinance for Annexation and Annexation Service Plan

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ANNEXING TERRITORY**

**AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS PROVIDING FOR THE ANNEXATION OF A 3.6816 ACRE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF BAY CITY, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BAY CITY, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF BAY CITY, TEXAS TO INCLUDE THE ANNEXED TRACT; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF BAY CITY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bay City, Texas (“City”) is a Home Rule City as defined by the Texas Local Government Code; and

**WHEREAS**, BAYCITY HWY 60 PROPERTY INC. (“Owner”) the owner and developer of a 3.6816 acre tract of land described more fully in Exhibit “A” attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City (“Area”), has requested that the City annex said property into the city limits of the City pursuant to Texas Local Government Code §43.0671; and

**WHEREAS**, under the Local Government Code, the Bay City City Charter, and other applicable provisions of Texas Law, City and the Bay City City Council as the governing body of the municipality is authorized to annex the Area; and

**WHEREAS**, City held a public hearing on December 10, 2024 at 6:00 p.m. in the Bay City Council Chambers to receive public comments on the annexation after giving public notice in the newspaper of the public hearing date and complied with provisions for annexation required under the Texas Local Government Code and as otherwise required by law; and

**WHEREAS**, the City of Bay City, Texas (“City”) prepared a service plan for the extension of municipal services into the Area to be annexed and the plan was proposed by the City Council of Bay City, Texas prior to the public hearing on the annexation and was thereafter available for public inspection; and

**WHEREAS**, all notices, publications, and hearings have been duly given or held as required by the Texas Local Government Code and no written protest to the annexation was filed with the City Secretary of Bay City, Texas; and

**WHEREAS**, institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law; and

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

**SECTION 1.** The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

**SECTION 2.** That the hereinafter described 3.6816 acre tract of land (“Area”) which lies within Matagorda County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Bay City, Texas is hereby annexed to the City of Bay City, Texas for all municipal purposes and the corporate lines and limits of the City of Bay City, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit “A”.

**SECTION 3.** That the Area annexed shall bear its pro-rata part of the taxes assessed by the City of Bay City, Texas.

**SECTION 4.** That the inhabitants of the Area hereby annexed to the City of Bay City, Texas shall be entitled to all the rights and privileges of the citizens of the City of Bay City, Texas and shall be bound by the acts, ordinances, codes, resolutions, and regulations of the City of Bay City, Texas.

**SECTION 5.** It is not the intention of the City of Bay City, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Bay City, Texas, such fact shall not prevent the City from annexing such Area, above-described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

**SECTION 6.** The Annexation Service Plan which is attached to this Ordinance as Exhibit “B” is hereby approved and incorporated by reference herein as part of this Ordinance.

**SECTION 7.** It is hereby declared to be the intention of the City Council of the City of Bay City, Texas 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 should 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 incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 8.** All rights and remedies of the City of Bay City, Texas are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending

litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9.** The City Secretary of the City of Bay City, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Bay City, Texas and by filing this Ordinance in the Ordinance Records of the City. The City Secretary of the City of Bay City, Texas is hereby directed to file with the County Clerk of Matagorda County, Texas, a certified copy of this Ordinance.

**SECTION 10.** This Ordinance shall be in full force and effect ten (10) calendar days after the date upon final passage.

**UPON MOTION OF COUNCILMEMBER \_\_\_\_\_, SECONDED BY COUNCILMEMBER \_\_\_\_\_, THAT THE ORDINANCE BE PASSED ON FIRST AND FINAL READING, THIS 10<sup>TH</sup> DAY OF DECEMBER, 2024.**

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

ATTEST:

Approved By:

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

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

Council Member:	Voted Aye	Voted No	Absent
Blayne Finlay	_____	_____	_____
Ben Flores	_____	_____	_____
Jim Folsie	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Becca Sitz, Mayor Pro Tem	_____	_____	_____
Robert K. Nelson, Mayor	_____	_____	_____

**ANNEXATION SERVICE PLAN  
FOR THE CITY OF BAY CITY, TEXAS**

WHEREAS, the City of Bay City, Texas (“City”) is a Home Rule City as defined by the Texas Local Government Code; and

WHEREAS, an area to be annexed more fully described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Bay City, Texas (“Area”); and

WHEREAS, under the Local Government Code, the Bay City, Texas City Charter, and other applicable provisions of Texas Law, the City and the Bay City City Council as the governing body of the municipality is authorized to annex the Area on request of the owners of the land to be annexed, such request being acknowledged herein; and

WHEREAS, BAYCITY HWY 60 PROPERTY INC. (“Developer”), the owner of the property described in Exhibit “A” has requested to be annexed, as more fully described in Exhibit “B” hereto;

WHEREAS, Section 43.0672 of the Local Government Code of the State of Texas requires that a written agreement between the City and the land owners regarding services to be provided to the land; and

WHEREAS, the following Service Plan has been agreed upon between the owner of the land to be annexed and the City;

Pursuant to the provisions of Texas Local Government Code 43.0672, BAYCITY HWY 60 PROPERTY, INC. (“Owner”) and the City, agree to the following Plan of Service:

**SECTION 1. PROVISION OF SERVICES.**

The City of Bay City, Texas shall provide or make available the following municipal facilities and services to the annexed area at the same level as provided in the remainder of the City on the effective date of annexation of the area to be annexed:

**A. Police Protection**

The Bay City Police Department will provide protection and law enforcement services to the newly annexed tract. These services shall include, but not be limited to: 911 service, normal patrols and responses; special units, such as traffic enforcement, criminal investigations, and narcotics, as well as any community program that may be implemented in the future by the City.

B. Fire Protection

The Bay City Fire Department shall provide fire protection and prevention services to the newly annexed tract. These services shall include, but not be limited to: fire suppression and rescue, assistance in providing emergency medical services; emergency prevention and public education services; pre-plan inspections; and emergency management planning.

Additionally, the Bay City Volunteer Fire Department shall provide fire protection and prevention services to the newly annexed tract at the same or similar level now being provided to other areas of the City of Bay City, Texas.

C. Emergency Medical Services

Emergency medical services shall be provided to the newly annexed tract at the same or similar level now being provided to other areas of the City of Bay City, Texas.

D. Solid Waste Collection

The City will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Bay City, Texas.

E. Operation and Maintenance of Water and Wastewater Facilities

Any and all water or wastewater facilities owned or maintained by the City of Bay City, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Bay City, Texas. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Bay City, Texas, to the extent of its ownership.

At the time of annexation, Owner desires and the City requires Owner to exclusive use City as its source of potable water. However, the City has no sewer service available to Owner within a reasonable distance that would be financially feasible to construct. However, in the future, should City install sewer service to Owner's property boundary, Owner shall be required to discontinue use of septic system services and attach to Owner's sanitary sewer system within one (1) year of written notice to Owner.

F. Operation and Maintenance of Roads and Streets

The Street Department shall maintain public roads and streets, over which the City has jurisdiction. These services shall include: emergency pavement repair; regular repair and maintenance of public roads and streets.

G. Parks and Recreation Facilities

City parks and recreation facilities, including the municipal swimming pool, now incorporated in the City shall be accessible to all residents of the City.

The City is not aware of the existence of any parks, swimming pools, playgrounds, or other recreational facilities now located in the area proposed for annexation. In the event any such parks, swimming pools, playgrounds, or other recreational facilities do exist and are public facilities, the City of Bay City, Texas, will maintain such areas to the same extent and degree that it maintains parks, swimming pools, playgrounds, or other recreational facilities of the City now incorporated in the City.

H. Maintenance and Operation of Publicly Owned Facility, Building or Municipal Service

The City is not aware of the existence of any publicly owned facility, building or municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service do exist and are public facilities, the City of Bay City, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facility, building or municipal services now incorporated in the City.

I. Code Enforcement

Regular code enforcement services shall be provided.

J. Animal Control

Regular animal control services shall be provided.

K. Drainage

The City finds and determines it to be unnecessary to construct drainage channels or other works of improvement in the newly annexed area for or in connection with the flowage or diversion of any waters in, over, upon or through said annexed area as the area currently has the same level of drainage as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.



L. Roads and Streets

The City finds and determines it to be unnecessary to construct or improve roads and streets in the area proposed to be annexed as the area currently has the same degree of roads and streets as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.

The City finds and determines it to be unnecessary to construct or improve the degree of road and street lighting as the area currently has the same degree of road and street lighting as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.

SECTION 2. CONFLICTS

In the event that any provision of this service plan conflicts with any other plan, comprehensive plan, or program of the City of Bay City, the provision contained in this service plan shall control.

SECTION 3. APPROVAL AND TERM OF SERVICE PLAN.

This service plan shall be attached to the ordinance annexing the area described above and approved as part of the ordinance and shall become effective upon the final approval of the ordinance annexing the territory described above.

Effective on the date the ordinance annexing the territory described in Exhibit "A" is approved.

BAYCITY HWY 60 PROPERTY INC.

City of Bay City, Texas

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Attest:

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



**RESOLUTION R-2024-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS APPROVING A PROJECT OF THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION THAT PROVIDES FINANCIAL INCENTIVES NOT TO EXCEED \$80,000 OVER A FIVE YEAR TERM TO 3D EFFICIENCIES LLC, DBA FIT FOR LIFE, FOR A FAÇADE UPGRADE AND THE EXPANSION OF FIT FOR LIFE IN BAY CITY, TEXAS.**

**WHEREAS**, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

**WHEREAS**, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

**WHEREAS**, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

**WHEREAS**, the BCCDC has approved a project for **3D EFFICIENCIES LLC, DBA FIT FOR LIFE**, for an expansion project and façade upgrade, at its existing business, at 2200 Avenue F, Bay City, Texas; and

**WHEREAS**, the cost of the Project is approximately \$80,000.00; and

**WHEREAS**, at its Regular Board Meeting held, November 18, 2024, the BCCDC held a public hearing, and considered, and voted to approve an agreement that provides for the granting of incentives for the Project, over a term of two years that shall not exceed a total amount of \$80,000.00; and

**WHEREAS**, the Board of Directors of the BCCDC has authorized a performance agreement with 3D EFFICIENCIES LLC, DBA FIT FOR LIFE outlining the parties' obligations regarding the incentives; and

**WHEREAS**, the City Council of the City of Bay City, Texas finds the Project will promote new or expanded business enterprises in and near the City of Bay City, Texas; and

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS THIS 10<sup>TH</sup> DAY OF DECEMBER, 2024, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS \_\_\_\_\_ DAY OF JANUARY, 2025.

**APPROVED AND ADOPTED** after second reading on this the \_\_\_\_\_ day of JANUARY, 2025.

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

*ATTEST*

\_\_\_\_\_  
JEANNA THOMPSON, CITY SECRETARY  
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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

### AGENDA ITEM SUBMISSION FORM

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

**Requestor Name:** Jessica Russell **Date Submitted:** 12/5/2024  
*Last, First* *MM/DD/YYYY*

**Requestor Type:** BCCDC Staff **Meeting Date:** 12/10/2024  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Executive Director, BCCDC  
*For City Staff Only*

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

**Agenda Content:**

**DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS APPROVING A PROJECT OF THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION THAT PROVIDES FINANCIAL INCENTIVES NOT TO EXCEED \$20,000 TO EL ZARAPE CAFE FOR IMPROVEMENTS AND SIGNAGE AT ITS BUSINESS IN BAY CITY, TEXAS. ( 1<sup>st</sup> Reading)**

**Executive Summary of Item:**

**Background:**

Public Hearing  
11/18/24 Discuss, consider, and/or approve a Business Resiliency Project for El Zarape Cafe not to exceed \$20,000- Jessica Russell, BCCDC Executive Director.

**Financial Implications:**

The BCCDC to approve a project in which BCCDC will participate in Business Resiliency Project for El Zarape not to exceed \$20,000

**Recommendation:** Approve first reading of resolution.

**Attachments:** Resolution

**RESOLUTION R-2024-039**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS APPROVING A PROJECT OF THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION THAT PROVIDES FINANCIAL INCENTIVES NOT TO EXCEED \$20,000 TO EL ZARAPE CAFE FOR IMPROVEMENTS AND SIGNAGE AT ITS BUSINESS IN BAY CITY, TEXAS.**

**WHEREAS**, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

**WHEREAS**, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

**WHEREAS**, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

**WHEREAS**, the BCCDC has approved a project for **EL ZARAPE CAFE** for signage and improvements at its existing business, at 1917 13<sup>th</sup> Street, Bay City, Texas; and

**WHEREAS**, the cost of the Project is approximately \$20,000.00; and

**WHEREAS**, at its Regular Board Meeting held, November 18, 2024, the BCCDC held a public hearing, and considered, and voted to approve an agreement that provides for the granting of incentives for the Project, over a term of two years that shall not exceed a total amount of \$20,000.00; and

**WHEREAS**, the Board of Directors of the BCCDC has authorized a performance agreement with EL ZARAPE CAFE outlining the parties' obligations regarding the incentives; and

**WHEREAS**, the City Council of the City of Bay City, Texas finds the Project will promote new or expanded business enterprises in and near the City of Bay City, Texas; and

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS THIS 10<sup>TH</sup> DAY OF DECEMBER, 2024, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS \_\_\_\_\_ DAY OF JANUARY, 2025.

**APPROVED AND ADOPTED** after second reading on this the \_\_\_\_\_ day of JANUARY, 2025.

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

*ATTEST*

\_\_\_\_\_  
JEANNA THOMPSON, CITY SECRETARY  
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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

## AGENDA ITEM SUBMISSION FORM

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

**Requestor Name:** Lopez, Gabriel **Date Submitted:** 11/25/2024  
*Last, First* *MM/DD/YYYY*

**Requestor Type:** City Staff **Meeting Date:** 12/10/2024  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Engineering Technician  
*For City Staff Only*

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

### Agenda Content:

**DISCUSS, CONSIDER, AND/OR APPROVE AUTHORIZATION FOR THE CITY OF BAY CITY TO ISSUE REQUESTS FOR PROPOSALS (RFPS) FOR ADMINISTRATIVE SERVICES AND REQUESTS FOR QUALIFICATIONS (RFQS) FOR ENGINEERING SERVICES RELATED TO THE TEXAS GENERAL LAND OFFICE (GLO) DISASTER RECOVERY RESILIENCE PROGRAM (DRRP).**

### Executive Summary of Item:

**Background:** The City of Bay City has applied to the GLO Disaster Recovery Reallocation Program (DRRP) under the Hurricane Harvey disaster allocation (DR-4332-TX). Three preliminary applications were submitted, including two drainage projects designed to mitigate flooding and improve stormwater management in flood-prone areas, and a waterline replacement project in the northwest quadrant of the city to enhance water service reliability.

The preliminary applications will be reviewed by the GLO, and projects considered eligible will be called back on February 3, 2025, for the submission of full applications, which must be completed by April 3, 2025. To prepare competitive applications, the City must promptly secure grant administration and engineering services. These firms will assist with the application writing, including conducting door-to-door surveys to meet Low- and Moderate-Income (LMI) benefit requirements, as well as supporting post-award activities such as grant management, environmental reviews, design, and project implementation.

**Financial Implications:** The Hurricane Harvey funding allocation totals \$84,500,000, with project awards ranging from \$500,000 to \$20,000,000. The cost-share requirement is 90% federal and 10% local funding.



Issuing RFQs and RFPs does not incur direct costs at this stage. Future expenses for grant management and engineering on awarded projects will follow the 90% federal, 10% local match funding structure.

**Community Sustainability:** The proposed projects aim to enhance infrastructure reliability, address flood risks, and improve water service delivery. These improvements will benefit Bay City residents, particularly those in underserved and flood-prone areas.

**Recommendation:** City staff recommends that the City Council authorize the issuance of RFQs and RFPs for engineering and grant administration services related to the DRRP.

**Attachments:**

- DRRP Overview



# Disaster Recovery Reallocation Program (DRRP)

COMMISSIONER DAWN BUCKINGHAM, M.D.

The Disaster Recovery Reallocation Program (DRRP) will utilize remaining program funds from *six action plans*:

Disaster	Budget	Minimum Allocation	Maximum Allocation
Hurricanes Ike and Dolly 2008	\$20,500,000	\$500,000	\$20,000,000
2015 Floods and Storms	\$4,000,000	\$500,000	\$2,000,000
2016 Floods and Storms	\$5,500,000	\$500,000	\$2,000,000
Hurricane Harvey \$5.6B 2017	\$84,500,000	\$500,000	\$20,000,000
2018 South Texas Floods	\$6,000,000	\$500,000	\$2,000,000
2019 Disasters	\$14,500,000	\$500,000	\$2,000,000

**The GLO will hold a call for projects from *October 21 to November 21, 2024, by 5:00 p.m.*, with each entity permitted to submit a maximum of three eligible projects across all grants. Only projects submitted by the deadline will be eligible for scoring and funding consideration.**

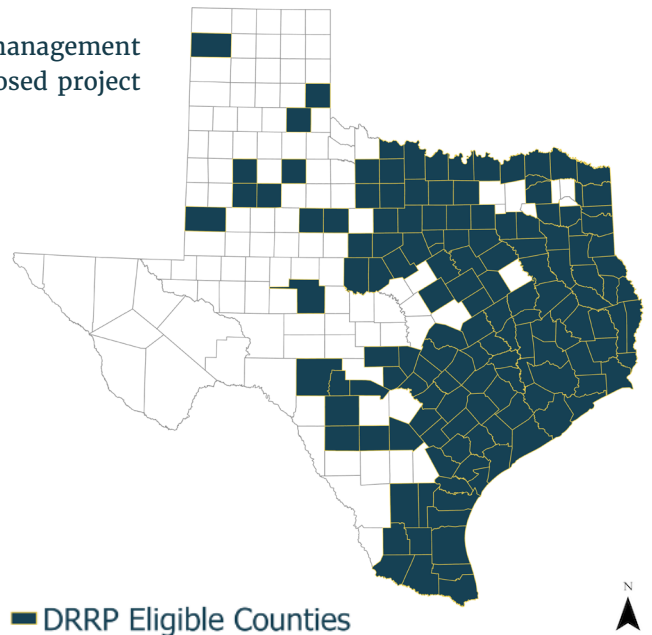
**Eligible entities are:**

- Units of local government (cities and counties);
- Indian Tribes; and
- Public Housing Authorities.

Project eligibility evaluation criteria will include the financial management of the applying entity and the feasibility of completing the proposed project within the two-year time frame.

**Eligible Activities will be limited to:**

- Flood and drainage improvements;
- Water and wastewater improvements;
- Street improvements;
- Rehabilitation, reconstruction, and new construction of affordable multifamily projects; and
- Permanently affixed emergency communication equipment.



For additional information, please visit the **CDR GIS HUB** <https://gis-glo-cdr.hub.arcgis.com> or use the QR code.



## Jeanna Thompson

---

**From:** director@baycitypha.org  
**Sent:** Thursday, November 21, 2024 10:54 AM  
**To:** Jeanna Thompson  
**Cc:** 'Bob Howard'; BAYCITYBEES@GMAIL.COM; Mayor's Office  
**Subject:** BAY CITY HOUSING AUTHORITY'S COMMISSIONER RE APPOINTMENT

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Grand Rising Jeanna,

Bay City Housing Authority's Commissioners Chair (Bob Howard) discussed the Term Expiration of below mention Board Members at our Board Meeting on yesterday. We are proud to announce the Re Appointment of the following Board Members.

Bob Howard (Board Chair)  
 Lyn McAlister (Board Vice Chair)

The Housing Authority has moved expeditiously under the leadership of these two individuals. The last (2) years although challenging, has marked great progress in the community. We can service more families within our community due to extended vouchers. submissions. Please note the following accomplishments during the term of Bob Howard and Lyn McAlister.

Super Kids Program – The children are issued pizza and drinks monthly. This program was created to assist our community children in the areas of:

1. Positive Communications
2. Maintaining a clean environment
3. Importance of Respect
4. Cognitive Skills within their Community, Shools, and Homes

Mommy and Me Program- This Program was created to provide a safe place for all single mothers. Mothers can work on arts and crafts, play board games, while releasing stress from everyday issues that may arise in their homes.

Afterschool Program – This Program was created to provide Mentorship, Creativity, Bridge Learning Disabilities, Prepare for Star Testing, & Provide Tutoring for children that are experiencing issues in certain subjects.

Bay City Housing Authority was able to create the following relationships in the Community:

- Bay City Baptist Church
- Bay City Workforce Commission
- Matagorda County Community Development
- H.E.B

The Bay City Housing Authority has had (2) Audits with NO FINDINGS. The Bottom Revenue Of The Bay City Housing Authority has almost doubled under the Leadership of the Commissioner that are requesting Re Appointment. They are an asset to the BCHA. They have modeled the Motto: **“Building The Community (1) Family At A Time!”**

Please provide me with a time and date of which the Re Appointments will take place.

Respectfully,

LaWanda Davis  
Executive Director  
Bay City Housing Authority  
Direct Line: (979) 245-2652 EXT 101  
Fax: (979) 246-1274  
Email: [director@baycitypha.org](mailto:director@baycitypha.org)

RESOLUTION 2024-R-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE RE-APPOINTMENT OF MATAGORDA COUNTY PRECINCT 1 COMMISSIONER (EDWARD “BUBBA” COOK) AND RE-APPOINTMENT OF MATAGORDA COUNTY PRECINCT 2 COMMISSIONER (MIKE ESTLINBAUM) TO BOARD OF DIRECTORS TO REINVESTMENT ZONE NUMBER ONE (1), CITY OF BAY CITY, TEXAS (DOWNTOWN).**

**WHEREAS**, the City of Bay City, Texas created Reinvestment Zone Number One, City of Bay City, Texas (Zone) on November 19, 2015 under City Ordinance Number 1556; and

**WHEREAS**, City Ordinance Number 1556 created a nine (9) member Board of Directors (Board) for the Zone; and

**WHEREAS** City Ordinance Number 1556 allows each taxing unit that levies taxes on real property in the Zone and contribute tax increment to the Zone to appoint a member to the Board per Chapter 311 of the Texas Tax Code (Act); and

**WHEREAS**, City Ordinance Number 1556 requires four of the directors to be initially appointed for two-year terms and five of the directors to be initially appointed to a one-year term, with all subsequent terms being two-year terms; and

**WHEREAS**, City Ordinance Number 1556 requires that if a taxing unit received two director’s positions, the term of the positions shall not expire in the same year; and

**WHEREAS**, it is the desire of the Matagorda County Commissioners Court to re-appoint Precinct 1 Commissioner (Edward “Bubba” Cook) and Precinct 2 Commissioner (Mike Estlinbaum) to serve a term of two (2) years.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purpose a finding of fact.

**APPROVED AND ADOPTED** on this the 10th day of December 2024.

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

**ATTEST:**

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

RESOLUTION 2024-R-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE RE-APPOINTMENT OF MATAGORDA COUNTY PRECINCT 1 COMMISSIONER (EDWARD “BUBBA” COOK) AND RE-APPOINTMENT OF MATAGORDA COUNTY PRECINCT 2 COMMISSIONER (MIKE ESTLINBAUM) TO BOARD OF DIRECTORS TO REINVESTMENT ZONE NUMBER TWO (2), CITY OF BAY CITY, TEXAS.**

**WHEREAS**, the City of Bay City, Texas created Reinvestment Zone Number Two, City of Bay City, Texas (Zone) on November 19, 2015 under City Ordinance Number 1557; and

**WHEREAS**, City Ordinance Number 1557 created a nine (9) member Board of Directors (Board) for the Zone; and

**WHEREAS** City Ordinance Number 1557 allows each taxing unit that levies taxes on real property in the Zone and contribute tax increment to the Zone to appoint a member to the Board per Chapter 311 of the Texas Tax Code (Act); and

**WHEREAS**, City Ordinance Number 1557 requires four of the directors to be initially appointed for two-year terms and five of the directors to be initially appointed to a one-year term, with all subsequent terms being two-year terms; and

**WHEREAS**, City Ordinance Number 1557 requires that if a taxing unit received two director’s positions, the term of the positions shall not expire in the same year; and

**WHEREAS**, it is the desire of the Matagorda County Commissioners Court to re-appoint Precinct 1 Commissioner (Edward “Bubba” Cook) and Precinct 2 Commissioner (Mike Estlinbaum) to serve a term of two (2) years.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purpose a finding of fact.

**APPROVED AND ADOPTED** on this the 10th day of December 2024.

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

**ATTEST:**

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

RESOLUTION R-2024-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE RE-APPOINTMENT OF SAMANTHA DENBOW, TINA ISRAEL AND MATAGORDA COUNTY PRECINCT 1 COMMISSIONER (EDWARD “BUBBA” COOK) TO BOARD OF DIRECTORS TO REINVESTMENT ZONE NUMBER FOUR, CITY OF BAY CITY, TEXAS.**

**WHEREAS**, the City of Bay City, Texas created Reinvestment Zone Number Four, City of Bay City, Texas (Zone) on March 22, 2022 under City Ordinance Number 1689; and

**WHEREAS**, City Ordinance Number 1689 created a nine (9) member Board of Directors (Board) for the Zone; and

**WHEREAS** City Ordinance Number 1689 allows each taxing unit that levies taxes on real property in the Zone and contribute tax increment to the Zone to appoint a member to the Board per Chapter 311 of the Texas Tax Code (Act); and

**WHEREAS**, City Ordinance Number 1689 requires four of the directors to be initially appointed for two-year terms and five of the directors to be initially appointed to a one-year term, with all subsequent terms being two-year terms; and

**WHEREAS**, City Ordinance Number 1689 requires that if a taxing unit received two director’s positions, the term of the positions shall not expire in the same year; and

**WHEREAS**, it is the desire of the City to re-appoint Samantha Denbow and Tina Israel to serve a term of two (2) years; and

**WHEREAS**, the City Council recognizes the Matagorda County Commissioner’s re-appointment of the Precinct 2 Commissioner (Edward “Bubba” Cook) to serve a term of two (2) years; and

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purpose a finding of fact.

**APPROVED AND ADOPTED** on this the 10th day of December 2024.

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

**ATTEST:**

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

**Exhibit A**

**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM**

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.



6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (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 Texas Political Subdivision 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 Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity 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 Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision 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 Texas Political Subdivision 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 Kroger Texas Settlement.

- 11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
- 12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**From:** [Anne Marie Odefey](#)  
**To:** [Cindy "Cindy" Raleigh](#); [Scotty Jones](#); [Jody Weaver](#); [Aleigha](#); [Jeanna Thompson](#); [Mandy Grant](#)  
[\(mgrant@portlavaca.org\)](mailto:mgrant@portlavaca.org)  
**Subject:** Fw: NOTICE: KROGER OPIOID SETTLEMENT  
**Date:** Thursday, November 14, 2024 6:19:08 PM  
**Attachments:** [Kroger Subdivision Participation Form 10.30.24.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please place this on your next agenda for approval.

AM

amo@portlavacalaw.com  
 ...on my iPad

**From:** Opioids <opioids@oag.texas.gov>  
**Sent:** Thursday, November 14, 2024 4:04:03 PM  
**To:** Opioids <opioids@oag.texas.gov>  
**Subject:** NOTICE: KROGER OPIOID SETTLEMENT



**TO LOCAL POLITICAL SUBDIVISIONS:**  
**IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENT WITH KROGER.**  
**SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.**  
**THE DEADLINE FOR PARTICIPATION IS DECEMBER 29, 2024.**

**This letter is part of the formal notice required by the Settlement.**

**If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.**

**Please note that this settlement is a NEW opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, Teva, Allergan, Walmart, Walgreens, CVS, and Mallinckrodt settlements.**

**To participate in the Kroger settlement, you will need to submit new documentation.**

#### **WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

You are receiving this letter because Texas settled with Kroger, and your subdivision may participate in this Settlement. This notice is being sent directly to subdivisions who are not litigating against Kroger. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlement.

Your subdivision may have already signed on to other opioid settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. This is a new settlement with Kroger.** If you have already signed on to the Kroger Settlement, you may disregard this notice.

### HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

**All required documentation must be executed and submitted to the email address: [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov).** Your subdivision will need to submit the **Subdivision Participation Form** for the Kroger settlement to [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov). Please also be sure to include in the Form the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

### SETTLEMENT OVERVIEW

The proposed Settlement requires Kroger to pay \$83 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement also contains injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

### WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlement. Detailed information about the Settlement may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

### WHY YOU SHOULD PARTICIPATE

Texas and the Litigating Political Subdivisions in Texas support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlement, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021, the Teva and Endo settlements from 2022, the Mallinckrodt bankruptcy settlement in 2023, and the Allergan, CVS, Walmart, and Walgreens settlements from 2023;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities **as soon as possible**; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from this settlement will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

### HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General’s website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General’s Office.

You may be contacted by the Texas Attorney General’s Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

### NEXT STEPS

This settlement requires that you take affirmative steps to ‘opt in’ to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General’s Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **December 29, 2024**, deadline. Again, the Texas Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov).

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, Teva, Allergan, CVS, Walmart, and Walgreens settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov).

We urge you to view the Texas Attorney General’s website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov).

### FREQUENTLY ASKED QUESTIONS

- 1. My subdivision already signed up for opioid settlements, is that good enough for these new settlements?**

No, you will need to submit a new **Subdivision Participation Form** for the Kroger Settlement; opting into the other settlements does not sign you up for this one.

- 2. Does my subdivision need to pass a resolution to sign up for this settlement?**

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous

opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

**3. When will my subdivision receive funds from this settlement and/or the other settlements?**

Funds for the Distributors, J&J/Janssen, Endo, Teva, Allergan, CVS, Walmart, and Walgreens, and Mallinckrodt settlements have been paid to the Texas Comptroller of Public Accounts and the Texas Opioid Council, and those funds continue to be distributed to participating subdivisions.

**4. How much will my subdivision receive from the Kroger Settlement?**

If you have questions about your subdivision's individual allocation amount, please contact [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov).

**5. What are all the different Texas opioid settlements?**

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

<b>Date Announced</b>	<b>Company</b>	<b>Amount</b>
February 2021	McKinsey	\$38.4 million
July 2021	AmerisourceBergan, Cardinal Health, and McKesson	\$1.271 billion
July 2021	Janssen	\$296.9 million
December 2021	Endo	\$63 million
February 2021	Teva	\$150 million plus \$75 million in product plus \$57 million from MFN
June 2021	Mallinckrodt	\$26.6 million
December 2022	Allergan	\$135.7 million
December 2022	Walmart	\$170 million
December 2022	CVS	\$300.3 million
December 2022	Walgreens	\$326.6 million
February 2024	Publicis	\$21.5 million
October 2024	Kroger	\$83 million
<b>Total</b>	<b>13 companies</b>	<b>\$3.016 billion</b>