



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, March 28, 2023 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Jim Folse

Council Members: Floyce Brown, Bradley Westmoreland, Becca Sitz, Blayne Finlay

Vision Statement

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

AGENDA

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

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

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Mayor Pro Tem Jim Folse

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Mayor Pro Tem Jim Folse

APPROVAL OF AGENDA**PUBLIC COMMENTS**

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

ACKNOWLEDGEMENT FROM CITY MANAGER**CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

- 1. Regular Council Meeting minutes of March 14, 2023.**
- 2. Council Workshop minutes of March 14, 2023.**

DEPARTMENT REPORTS

- 3. Records Management Report and Proclamation**
- 4. Public Works reports.**

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 5. Audit ~ Discuss, consider, and/or approve the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2022.** Scotty Jones, Finance Director
- 6. Streets ~ Residents' presentation of street condition and request for Tepeyac street repairs.** Celeste Rojas and Residents
- 7. Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City applying for a Crime Victim and Liaison Grant with the Office of the Attorney General, Crime Victim Services Division.** Leticia Ramos, CVL - Bay City Police Department
- 8. Discuss, consider, and/or approve the appointment of Patty McKelvy to the Planning Commission.** Robert K. Nelson, Mayor
- 9. Resolution ~ A Resolution of the City of Bay City naming the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing funds for specified improvements totaling \$200,000.00 and for the administration of contracts necessary for the Bay City Regional Airport.** James Mason, Airport Manager
- 10. Contract ~ Discuss, consider, and/or award the construction bid for the Wastewater Treatment Plant Rehabilitation Project under the Texas Water Development Board Funding for the Clean Water SRF Projects to LEM Construction and authorize the Mayor to execute a contract approved to form by**

the City Attorney between the City of Bay City and LEM Construction in the amount of \$28,775.00. Barry Calhoun, Public Works Director

- 11.** Contract ~ Discuss, consider, and/or approve Work Order No. 9 to the Standard Contract Agreement between the City of Bay City, Texas and Garver, LLC for Professional Engineering Services to provide program management assistance and preform water well siting study under the 2023 Texas Water Development Board Funding Drinking Water SRF Projects. Barry Calhoun, Public Works Director
- 12.** Contract ~ Discuss, consider, and/or award the bid for the 2023 Brush Site Wood Chipping services at the City's Brush Site to the lowest responsible bidder and authorize the Mayor to execute a contract approved to form by the City Attorney between the City of Bay City and Austin Wood Recycling in the amount of \$60,600.00. Barry Calhoun, Public Works Director
- 13.** Lease ~ Discuss, consider, and/or approve entering into a lease agreement at 2005 6th Street (Old Bay City Fire Station) with Sayrah Craft. Shawna Burkhart, City Manager

CLOSED / EXECUTIVE SESSION

- 14.** Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).
- 15.** Legal ~ Executive Session pursuant to Section 551.071 of the Texas Government code (Consultation with Counsel on legal matters).
- 16.** Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: Hiring process of new Public Works Director
- 17.** Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: City Manager

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, March 24, 2023 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

CITY OF BAY CITY
MINUTES • MARCH 14, 2023

COUNCIL CHAMBERS 1901 5th Street	City Council Regular Meeting	6:00 PM
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1901 5TH STREET
BAY CITY TX, 77414



Mayor

Robert K. Nelson

Councilman

Blayne Finlay

Mayor Pro Tem

Jim Folse

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilwoman

Floyce Brown

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 6:02 pm. A quorum was present.

PRESENT

Mayor Robert K. Nelson
Councilwoman Floyce Brown
Mayor Pro Tem Jim Folse
Councilwoman Becca Sitz

ABSENT

Councilman Brad Westmoreland
Councilman Blayne Finlay

INVOCATION & PLEDGE

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

Councilwoman Floyce Brown

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Councilwoman Floyce Brown

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

Ben Flores discussed his candicy and challenged Councilwoman Floyce Brown to a debate.

David Torrez stated that he was concerned about kids crossing 12th at Nichols and that the city should concrete that path.

Christella Rodriguez, Chief of Police, introduced new animal control officers and the new patrol officer.

ACKNOWLEDGEMENT FROM CITY MANAGER

There were no acknowledgements from the City Manager.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL
1. Regular Council Meeting minutes of February 28, 2023.

Motion made by Councilwoman Sitz to approve the minutes with corrections, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz. Motion carried.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL
2. Resolution ~ Discuss, consider, and/or approve a Resolution authorizing the City of Bay City Community Development Corporation to enter into a contract with Bay City CFA Series LL c/o Lisciotti Development Corporation; providing incentives not to exceed a total amount of \$250,000 over the term of the agreement (Second Reading). Jessica Russell, BCCDC Executive Director

Councilwoman Sitz stated that this was a wonderful program for developers.

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

3. Agreement ~ Discuss, consider, and/or approve a partnership between the City of Bay City, Texas and Bay City KIDS, daycare & education center.

Miracle Rivers stated that she runs a four star center in Houston adding that this center will provide children the foundation to be ready for kindergarten. The partnership will provide city personnel a discount.

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

4. Report ~ Discuss, consider, and/or approve the Police Department Annual Report and Racial Profiling Report.

Christella Rodriguez, Chief of Police, presented and reviewed the Racial Profiling Report and the annual report noting that in early 2022 the department was short staffed which is reflected in the stats.

Motion made by Councilwoman Sitz to approve the report, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro

Tem Folse, Councilwoman Sitz. Motion carried.

5. Development ~ Discuss, consider and/or approve support of the Matagorda Harbor "Matagorda Rising Project". Robert K. Nelson, Mayor

Motion made by Councilwoman Sitz to support the Matagorda Harbor and directing the Mayor to complete and submit the letter of support, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz. Motion carried.

6. Contract ~ Discuss, consider, and/or approve awarding the bid to K.B. Electric, LLC for the Hardeman Park Soccer Lighting Project and authorize the City Manager to execute a contract to form by the City Attorney.

Scotty Jones, Finance Director, presented the contract for council approval stating that this is funded through the American Rescue Funds. Ms. Jones added that it is more than the original quote because they had to add lights.

Motion made by Mayor Pro Tem Folse to award the bid to K. B. Electric, LLC in the amount of \$452,200, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz. Motion carried.

7. Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City of Bay City, Texas adopting a "Budget Amendment #1" to the "Annual Budget of the City of Bay City, Texas, for the Fiscal year 2023"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.. Scotty Jones, Finance Director

Motion made by Councilwoman Brown to approve the Ordinance amending the budget, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz. Motion carried.

8. Facility Maintenance ~ Discuss, consider, and/or approve allocating funds for building repairs of the Whitson Street facility leased by Economic Action Committee.

Scotty Jones, Finance Director, reviewed the need repair of 3 doors and duct work as the EAC facility. Ms. Jones stated that the cost may increase due to breakage since they got estimates. Ms. Jones asked council to approve up \$11,000.00 funding for repairs.

Motion made by Mayor Pro Tem Folse to approve the funding up to \$11,000.00, Seconded by Mayor Nelson. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz. Motion carried.

CLOSED / EXECUTIVE SESSION

Council adjourned into an executive session at 6:49 pm.

9. **Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
10. **Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: City Manager**

RECONVENE AND ACTION

Council reconvened into a regular session and took no action on items #9 & #10.

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

Councilwoman Brown stated that she was overwhelmed by the repairs of Whitson and JP Davis and damage to home driveway. Councilwoman Brown also stated that she is still waiting on trenching on Willow and Hwy 60 and that the ditches need to be cleaned out.

Mayor Pro Tem Folse stated that the welds on the Fire Department Tanker have broken again.

Shawna Burkhart stated that the ISO rating went from 4 to 6 and we will need a discussion and \$28,000 to embrace a plan to get back up to 4.

ADJOURNMENT

Motion made by Councilwoman Brown to adjourn, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz. Motion carried and council adjourned at 7:44 pm.

PASSED AND APPROVED, this 28th day of March 2023.

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

JEANNA THOMPSON
CITY SECRETARY

CITY OF BAY CITY

MINUTES • MARCH 14, 2023

**COUNCIL
CHAMBERS | 1901
5th Street**

City Council Workshop

5:00 PM

**1901 5TH STREET
BAY CITY TX,77414**



Mayor

Robert K. Nelson

Councilman

Blayne Finlay

Mayor Pro Tem

Jim Folse

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilwoman

Floyce Brown

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

CALL TO ORDER

The workshop was called to order by Mayor Robert K. Nelson at 5:05 pm.

CERTIFICATION OF QUORUM

A quorum was not present and no action to be taken at the meeting.

PRESENT

Mayor Robert K. Nelson
Mayor Pro Tem Jim Folse
Councilwoman Becca Sitz

ABSENT

Councilwoman Floyce Brown
Councilman Brad Westmoreland
Councilman Blayne Finlay

Also in attendance was Shawna Burkhart, City Manager, Anne Marie Odefey, City Attorney, Barry Calhoun, Public Works Director, and Dan Olsen, with Garver.

PUBLIC COMMENTS

There were no public comments.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND / OR APPROVAL

1. **Discuss an update on the Wastewater Treatment Plant rehabilitation project.**
2. **Discuss regarding WIFIA Funding Program for WWTP Improvement Project.**

Both items #1 and #2 were discussed together. Shawna Burkhart, City Manager, stated that they just received notice that the city was eligible for WIFIA funding. Ms. Burkhart added that we have downsized the current project but there is a need of WIFIA funding to complete improvements that will last 30 years. WIFIA funding has a 5 year deferred payment. Ms. Burkhart also stated that we need a discussion regarding funding and possibility of spreading out over the TIRZ, adding that that would require creating a development agreement to pay ourselves back.

Dan Olsen, Garver, discussed the efforts to extend the life with limited funding. In 2019, the city took a \$38 million loan application to provide a 30 year design life. The lowest bidder on the project last year was \$56 million. Mr. Olsen continued that we had to look a value engineering and scope which got the cost down to between \$50 and \$52 million, so they looked at highest priorities so that they can get the contractor started on the project.

Priorities are: Cottonwood lift station rehabilitation, Emergency Blower configuration, new electrical feed, sludge processing, rehabilitate clarifiers, new influent lift station, and reuse existing aeration basins and sludge storage. (fits in with TWBD funding)

Shawna Burkhart stated that Garver needs to know if we are going to embrace the WIFIA funding of \$10 million and Lynn Construction needs to know what direction and plan they are going with.

Mr. Osen added that the improvements that did not make the cut are: RAS/WAS pump station, aeration basins, new blowers, rehabilitation of chlorine contact basin, disinfection safety improvements, and screenings.

ADJOURNMENT

The workshop adjourned at 5:46 pm.

PASSED AND APPROVED, this 28th day of March 2023.

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

JEANNA THOMPSON
CITY SECRETARY

RECORDS MANAGEMENT REPORT

2022 STATS:

Record Liaisons reviewed, prepared, and sent for destruction a total of 130 linear feet (110 boxes) of records that had met their retention requirements.

CITY HALL STATS FOR 2022:

Of the 130 linear feet, 80 linear feet (64 boxes) were financials and utility billing. 80 linear feet is an average annual destruction of these record types. Financials rotate regularly, meaning the staff reviews, prepares, and archives approximately 80 linear feet (that's about 42 file drawers) of records each year.

City Secretary's Office

In 2022, the City Secretary's office prepared, indexed, scanned and electronically archived 281 records (252 MB) of which 135 physical records were filed. In addition, the office researched and retrieved over 75 records for staff.

APRIL is Records & Information Management Month

Essentially, Records and Information Management Month is spring cleaning for all the records you keep!
.....Except us...we do ours in the fall!!

RIMM was first observed in 1995 as National Records and Information Management Day, through the efforts of members of the Association of Records Managers and Administrators (ARMA).

Here are some big reasons records are so crucial to keep safe.

1. They show evidence of all transactions.
2. They give transparency and accountability for education, research, and businesses.
3. They provide resources for future needs.
4. They can help support decision making process by showing what has worked and what hasn't in the past.

Every organization, no matter the industry, private or public, is constantly inundated with information —



- ▶ whether it's hard copy records or electronic data and media, our businesses depend on the flow of information and access to important data.
- ▶ A records management strategy can mean the difference between a successful organization and one riddled with disorganization, inefficiency, and security issues.

OBSERVING RECORDS & INFORMATION MANAGEMENT MONTH:

WEEKLY SPOTLIGHTS ON SOCIAL MEDIA PLATFORMS:

- RECORDED HISTORICAL FACTS
- RECORD KEEPING AT HOME
- DEPARTMENT SPOTLIGHT - WHERE DOES THAT INFORMATION GO?



**Proclamation of the City of Bay City
Declaring April 2023
as "Records and Information Management Month"**

WHEREAS, Records and Information Management Month was first introduced in 1995 by ARMA International (Association of Records Managers and Administrators) in order to celebrate the importance of Records and Information Management (RIM) professionals and highlight the value they bring to organizations and communities; and

WHEREAS, the management of records and information is critical to every individual for protecting rights and privacy, to every business and organization for ensuring compliance and profitability, and to every government agency for serving the best interest of those within its jurisdiction; and

WHEREAS, technologies are increasing the volume of information, and globalization is expanding the complexity of information, therefore the proper management of information (records) as an asset is essential; and

WHEREAS, control of records and information is necessary for the reduction of risk and liability, as well as for compliance with growing, complex global standards and federal/state laws; and

WHEREAS, the City's records and information professional, City Secretary and Records Manager Jeanna Thompson, is entrusted with the responsibility of coordinating the careful management, disposition, and provision of access to public records on behalf of the citizens of Bay City.

WHEREAS, the City's Record Liaisons continually strive to serve as the information center on functions of their assigned departments, providing the professional link between the citizens, staff, and governing bodies.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, PROCLAIM THE FOLLOWING:

1. April 2023 shall hereafter be known as "Records and Information Management Month" in Bay City, Texas.
2. The City calls upon the citizens of Bay City to recognize this month by thanking our Records Manager and Record Liaisons for the vital services they perform and their exemplary dedication to the communities they represent.

CITY OF BAY CITY

**_____
Mayor Robert K. Nelson**

~ Discuss, consider, and/or approve the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2022



EXECUTIVE SUMMARY

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

BACKGROUND:

The Investment/Audit Committee meets with Harrison, Waldrop, and Uherek, L.L.P. prior to this Council meeting to review the audit. This in-depth review is a recommended practice by the Government Finance Officer's Association.

The City received a clean opinion in all areas of the audit.

The City applies each year for the Government Finance Officers Association ACFR award.

IMPACT ON COMMUNITY SUSTAINABILITY:

It provides financial information to the public and other interested 3rd parties. Audits portray a City's financial strength or weakness and determine whether a City's financial statements are free of any material misstatements to the reader.

RECOMMENDATION:

Staff recommends City Council approve the ACFR for fiscal year ended September 30, 2022.

ATTACHMENTS: Hard copy of audit report will be made available at the meeting. A soft copy will be available online on the City's website after approval. Audit will be emailed out prior to meeting.



Citizen Agenda Item Request

City of Bay City

Submitted On:

ITEM #6.

Mar 15, 2023, 02:33PM CDT

Full Name	First Name: Celeste Last Name: Rojas
Full Address	Street Address: 314 Santa Maria Street City: Bay City State: TX Zip: 77414
Phone Number	9793189612
Email	rojasceleste143@gmail.com
Describe Item to be considered and area of City involved, if any:	neighborhood road. (Tepeyac)
Executive Summary of item and action by council sought:	Our road needs to be fixed. Its on behalf of all the neighborhood
How much time will be needed to present?	30 minutes
Upload File(s)	328663792_1266162200679143_4078381157981923513_n.jpg



R-2023-_____

**RESOLUTION OF GOVERNING BODY-REQUIRED
REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT, FRIDAY, APRIL 14, 2023. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENT THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE. THE AUTHORIZED OFFICIAL IS NOT PERMITTED TO SIGN THE FORM ON BEHALF OF THE APPLICANT.**

LEGAL NAME OF APPLICANT: CITY OF BAY CITY POLICE DEPARTMENT.....

REFERENCE ID NUMBER (if applicable): FY 2024-2025 GRANT

Be it known as follows:

WHEREAS, the CITY OF BAY CITY POLICE DEPARTMENT has applied or wishes to apply to the Office of the Attorney General (OAG) for the following grant program (initial one):

- Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)

WHEREAS, the CITY COUNCIL OF THE CITY OF BAY CITY, TX has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the CITY OF BAY CITY POLICE DEPARTMENT has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": IRENE KJERGAARD

Position Title: LIEUTENANT

Now THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, as well as the designation of the Authorized Official.

PASSED AND APPROVED ON THIS ____ DAY OF MARCH, 2023.

CITY OF BAY CITY

By: _____
ROBERT K. NELSON, Mayor

Date signed: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
JEANNA THOMPSON, City Secretary

ANNE MARIE ODEFEY, CITY ATTORNEY

8:35



City of Bay City



CITY OF BAY CITY VOLUNTEER INTEREST FORM

Dear Resident:

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

PLEASE TYPE OR PRINT:

Date: 02/11/2023 *
 Name: Patti K McKelvy * Home Address: 1916 Baywood Dr *
 City: Bay City * State TX * Zip 77414 *
 Home Phone: * Business Phone: *
 Employer: Retired * Occupation: Licensed Insurance Agent *
 E-mail: *
 Resident of the Bay City Corporate City Limits: (circle one) Yes No
 Resident of City for 1 life * years

I am interested in serving on the following boards:
 (Boards and Committees include: Bay City Community Development Corporation (BCCDC), Main Street, Planning Commission, Historic Commission, Convention and Visitor Bureau (CVB), and Housing Authority)

1.)	Planning Commission	◇	3.)	Select Third Choice:	◇
2.)	Select Second Choice:	◇	4.)	Select Fourth Choice:	◇

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

COBC City Council 2011-2013, Mayor Pro-Tem 2012-2013, BCCDC Member, Current COBC Parks & Rec Advisory Committee, Crisis Center Board of Directors Secretary, Former BACODA & Tri-County Committee Member, Former COBC Charter Committee Member, Charter Member Celebrity Waiter


 Signature

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



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: Mason, James **Date Submitted:** 3/15/2023
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 3/28/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Airport Manager
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 of Bay City naming the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing funds for specified improvements totaling \$200,000.00 and for the administration of contracts necessary for the Bay City Regional Airport.

Executive Summary of Item:

Enter Text Here.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BAY CITY NAMEING THE TEXAS DEPARTMENT OF TRANSPORTATION AS ITS AGENT FOR THE PURPOSE OF APPLYING FOR, RECEIVING AND DISBURSING FUNDS FOR SPECIFIED IMPROVEMENTS TOTLING \$200,000.00 AND FOR THE ADMINISTRATION OF CONTRACTS NECESSARY FOR THE BAY CITY REGIONAL AIRPORT

WHEREAS, the City of Bay City intends to make certain improvements to the Bay City Regional Airport; and

WHEREAS, the general description of the project is described as: ALP update with Narrative; and

WHEREAS, the City of Bay City intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$200,000.00, and the City of Bay City will be responsible for 10% of the total project costs currently estimated to be \$20,00.00; and

WHEREAS, the City of Bay City names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the City of Bay City hereby directs Mayor Robert K. Nelson to execute on behalf of the City of Bay City, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Bay City Regional Airport.

PASSED AND APPROVED this 28th day of March 2023.

Robert K. Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

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: Calhoun, Barry **Date Submitted:** 03/22/2023
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 03/28/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Director of Public Works
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 AWARD THE CONSTRUCTION BID FOR THE WASTEATER TREATMENT PLANT REHABILITATION PROJECT UNDER THE TEXAS WATER DEVELOPMENT BOARD FUNDING FOR THE CLEAN WATER SRF PROECTS TO LEM CONSTRUCTION AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND LEM CONSTRUCTION IN THE AMOUNT OF \$28,775,00.

Executive Summary of Item:

The Clean Water State Revolving Fund, authorized by the Clean Water Act, provides low-cost financial assistance for planning, acquisition, design, and construction of wastewater, reuse, and stormwater infrastructure. Eligible applicants for the CWSRF include cities, counties, districts, river authorities, designated management agencies, authorized Indian tribal organizations, and public and private entities proposing nonpoint source or estuary management projects.

The City of Bay City was awarded \$36,400,00 in funding from the Texas Water Development Board (TWDB) to make critical improvements to the City's wastewater systems. These improvements will include upgrades to our existing wastewater treatment plant, wastewater lift stations, and wastewater collection system.

This agenda item is to award the construction bid based on value engineering to reduce the scope of the project to begin construction on the most critical components of the Wastewater Treatment Plant Rehab Project.

As a result of the contractor selection process, it is staff's recommendation to award the construction bid to LEM Construction.



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www.GarverUSA.com

March 22, 2023

City of Bay City
1901 5th St
Bay City, Texas 77414

Re: City of Bay City
Bay City WWTP Improvements
Garver Project No. 20W09156
TWDB CWSRF Project No. 73896
Recommendation of Award

Dear Mr. Calhoun:

Garver recommends that LEM Construction be awarded the construction contract for the above referenced project at a construction contract value of \$28,775,000 based on a revised project scope.

Proposals were received for the "Bay City WWTP Improvements" project on September 29th, 2022. A total of two (2) proposals were received on the project. The proposals have been checked for accuracy and for compliance with the contract documents. A tabulation of the proposals received is enclosed with this letter.

Through the Competitive Sealed Proposal (CSP) process, the evaluation committee determined that LEM Construction submitted the best value proposal for the project. After LEM was notified as the apparent best value contractor, LEM, the Garver Design Team, and City Staff coordinated potential design optimizations and scope modifications to bring the project within the TWDB-Authorized budget. Garver anticipates modifying the Contract Documents to reflect the design optimization and scope modifications prior to issuance of LEM's Contractor Notice to Proceed.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

A handwritten signature in blue ink that reads 'D. Olson' with a long horizontal flourish extending to the right.

Dan Olson, P.E.
Project Manager

Attachments: Bid Tabulation

Bid Tabulation

Project	Bay City WWTP Improvements
Project No.	20W09156
Date of Bid	September 29, 2022

Cash Allowance		
Item No.	Description	Allowance
1	Pre-negotiated firm price for Screens and Washer/ Compactors	\$ 675,000
2	Pre-negotiated firm price for Submersible Pumps and Dry-Pit Submersible	\$ 443,000
Lump Sum for Cash Allowances		\$ 1,118,000
Contingency Allowance		
Item No.	Description	Allowance
1	Work Change Directives	\$ 1,000,000
2	Security/ Camera System	\$ 150,000
3	Power Company and other Utility Company Utility Work	\$ 250,000
4	Structural Repairs	\$ 300,000
5	Startup, Commissioning, and Additional Bypass	\$ 300,000
6	Office Furniture	\$ 200,000
7	Additional Field Trailer Equipment for Construction Observer	\$ 25,000
8	Temporary Power for Maintenance of Plant Operations	\$ 275,000
Lump Sum for Contingency Allowances		\$ 2,500,000
Flintco Industrial		LEM Construction

WWTP Improvement Base Proposal									
Item No.	Description	Quantity	Units	Unit Price	Price	Quantity	Units	Unit Price	Price
1	Offsite Cottonwood Lift Station Improvements	1	LS	\$ 1,038,700.00	\$ 1,038,700.00	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
2	WWTP Improvements	1	LS	\$ 63,319,800.00	\$ 63,319,800.00	1	LS	\$ 51,900,000.00	\$ 51,900,000.00
3	Administration Building	1	LS	\$ 3,311,300.00	\$ 3,311,300.00	1	LS	\$ 3,400,000.00	\$ 3,400,000.00
4	Trench Safety	5000	LF	\$ 10.00	\$ 50,000.00	5000	LF	\$ 1.00	\$ 5,000.00
5	Additional 8-Hour Days of Vendor Training	10	Days	\$ 1,500.00	\$ 15,000.00	10	Days	\$ 2,500.00	\$ 25,000.00
6	Additional Removal and Disposal of Accumulated Solids	200	Wet tons	\$ 275.00	\$ 55,000.00	200	Wet tons	\$ 350.00	\$ 70,000.00
7	Concrete Crack Injection	2500	LF	\$ 62.00	\$ 155,000.00	2500	LF	\$ 60.00	\$ 150,000.00
8	Low Pressure Concrete Spray Mortar	5000	SF	\$ 17.00	\$ 85,000.00	5000	SF	\$ 17.00	\$ 85,000.00
9	High Pressure Water Blasting	5000	SF	\$ 1.00	\$ 5,000.00	5000	SF	\$ 1.00	\$ 5,000.00
WWTP Improvement Total Base Proposal Price				\$	68,034,800.00	\$	56,640,000.00		

Trunk Sewer Rehabilitation Base Proposal									
Item No.	Description	Quantity	Units	Unit Price	Price	Quantity	Units	Unit Price	Price
1	Manhole Coating	500	VF	\$ 685.00	\$ 342,500.00	500	VF	\$ 460.00	\$ 230,000.00
2	Manhole Adjustment	7	EA	\$ 2,000.00	\$ 14,000.00	7	EA	\$ 1,100.00	\$ 7,700.00
3	36" CIPP Liner	2100	LF	\$ 272.00	\$ 571,200.00	2100	LF	\$ 320.00	\$ 672,000.00
4	30" CIPP Liner	1200	LF	\$ 232.00	\$ 278,400.00	1200	LF	\$ 270.00	\$ 324,000.00
5	27" CIPP Liner	1400	LF	\$ 215.00	\$ 301,000.00	1400	LF	\$ 210.00	\$ 294,000.00
6	36" Vinyl Ester CIPP Liner	950	LF	\$ 345.00	\$ 327,750.00	950	LF	\$ 450.00	\$ 427,500.00
7	30" Vinyl Ester CIPP Liner	120	LF	\$ 325.00	\$ 39,000.00	120	LF	\$ 610.00	\$ 73,200.00
8	Trench Safety	20	LF	\$ 150.00	\$ 3,000.00	20	LF	\$ 60.00	\$ 1,200.00
9	Open Cut Replace 20 LF of 27" RCP with 27" PVC-SDR 26	1	EA	\$ 20,000.00	\$ 20,000.00	1	EA	\$ 25,000.00	\$ 25,000.00
10	Flow Management	1	LS	\$ 302,000.00	\$ 302,000.00	1	LS	\$ 615,000.00	\$ 615,000.00
11	Pre-Construction Video Documentation	5770	LF	\$ 12.50	\$ 72,125.00	5770	LF	\$ 15.00	\$ 86,550.00
12	Site Restoration	5770	LF	\$ 35.00	\$ 201,950.00	5770	LF	\$ 5.00	\$ 28,850.00
13	Asphalt Pavement Replacement Including Base and Subgrade	50	SY	\$ 350.00	\$ 17,500.00	50	SY	\$ 105.00	\$ 5,250.00
14	Concrete Pavement Replacement Including Base and Subgrade	12	SY	\$ 650.00	\$ 7,800.00	12	SY	\$ 205.00	\$ 2,460.00
15	Stabilized Construction Entrance	750	SY	\$ 90.00	\$ 67,500.00	750	SY	\$ 30.00	\$ 22,500.00
16	Stormwater Pollution Prevention Plan	1	LS	\$ 15,000.00	\$ 15,000.00	1	LS	\$ 10,000.00	\$ 10,000.00
17	Traffic Control Plan	1	LS	\$ 4,000.00	\$ 4,000.00	1	LS	\$ 25,000.00	\$ 25,000.00
18	Dewatering Along Project Limits	1	LS	\$ 44,000.00	\$ 44,000.00	1	LS	\$ 20,000.00	\$ 20,000.00
19	Manhole Drop (4")	3	EA	\$ 2,500.00	\$ 7,500.00	3	EA	\$ 5,000.00	\$ 15,000.00
20	Manhole Drop (8")	1	EA	\$ 4,500.00	\$ 4,500.00	1	EA	\$ 6,000.00	\$ 6,000.00
21	Remove and Reinstall Fence	100	LF	\$ 40.00	\$ 4,000.00	100	LF	\$ 50.00	\$ 5,000.00
22	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	1	LS	\$ 170,000.00	\$ 170,000.00
23	Heavy Pipe Cleaning	5770	LF	\$ 12.50	\$ 72,125.00	5770	LF	\$ 15.00	\$ 86,550.00
24	Extra Polymer Concrete Manholes	2	EA	\$ 35,000.00	\$ 70,000.00	2	EA	\$ 20,000.00	\$ 40,000.00
Trunk Sewer Rehabilitation Total Base Proposal Price				\$	2,861,850.00	\$	3,192,760.00		

WWTP Improvement Proposal Alternatives			
Alternative	Description	Alternate Price	Alternate Price
CWLS1	Cottonwood Lift Station Top Slab Replacement and Associated Upgrades	\$ 301,370.00	\$ 140,000.00
WW1	Deductive alternative for deletion of new Administration Building	\$ (3,311,300.00)	\$ (3,400,000.00)
WW2	Alternative to install PVC yard piping in lieu of ductile iron	Base Bid	No Bid
WW3	Alternative to install Centrifugally Cast Fiber Reinforced Polymer Mortar (CCFRPM) piping in lieu of ductile iron	No Bid	No Bid

Trunk Sewer Rehabilitation Proposal Alternates			
Alternative	Description	Alternate Price	Alternate Price
TS1	Deductive alternate to remove all Trunk Sewer Rehabilitation	\$ (2,861,850.00)	\$ (3,192,760.00)
TS2	Alternate to reduce Trunk Sewer Rehabilitation Scope	\$ (544,485.00)	\$ (1,171,550.00)

Trunk Sewer Rehabilitation Alternate No. 2 Proposal Price Items (TS2)									
Item No.	Description	Quantity	Units	Unit Price	Price	Quantity	Units	Unit Price	Price
1	Manhole Coating	30	VF	\$ 750.00	\$ 22,500.00	30	VF	\$ 1,500.00	\$ 45,000.00
2	Manhole Adjustment	3	LF	\$ 2,000.00	\$ 6,000.00	3	LF	\$ 1,200.00	\$ 3,600.00
3	30" CIPP Liner	350	LF	\$ 265.00	\$ 92,750.00	350	LF	\$ 720.00	\$ 252,000.00
4	27" CIPP Liner	620	LF	\$ 238.00	\$ 147,560.00	620	LF	\$ 520.00	\$ 322,400.00
5	Trench Safety	20	LF	\$ 150.00	\$ 3,000.00	20	LF	\$ 65.00	\$ 1,300.00
6	Open Cut Replace 20 LF of 27" RCP with 27" PVC-SDR 26	1	EA	\$ 20,000.00	\$ 20,000.00	1	EA	\$ 2,600.00	\$ 2,600.00
7	Flow Management	1	LS	\$ 94,000.00	\$ 94,000.00	1	LS	\$ 240,000.00	\$ 240,000.00
8	Pre-Construction Video Documentation	5770	LF	\$ 12.50	\$ 72,125.00	5770	LF	\$ 15.00	\$ 86,550.00
9	Site Restoration	970	LF	\$ 15.00	\$ 14,550.00	970	LF	\$ 10.00	\$ 9,700.00
10	Asphalt Pavement Replacement Including Base and Subgrade	15	SY	\$ 650.00	\$ 9,750.00	15	SY	\$ 110.00	\$ 1,650.00
11	Concrete Pavement Replacement Including Base and Subgrade	15	SY	\$ 650.00	\$ 9,750.00	15	SY	\$ 210.00	\$ 3,150.00
12	Stabilized Construction Entrance	120	LS	\$ 100.00	\$ 12,000.00	120	LS	\$ 30.00	\$ 3,600.00
13	Stormwater Pollution Prevention Plan	1	LS	\$ 3,500.00	\$ 3,500.00	1	LS	\$ 10,000.00	\$ 10,000.00
14	Traffic Control Plan	1	LS	\$ 3,500.00	\$ 3,500.00	1	LS	\$ 25,000.00	\$ 25,000.00
15	Dewatering Along Project Limits	1	LS	\$ 14,000.00	\$ 14,000.00	1	LS	\$ 20,000.00	\$ 20,000.00
16	Manhole Drop (4")	1	EA	\$ 4,500.00	\$ 4,500.00	1	EA	\$ 5,000.00	\$ 5,000.00
17	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	1	LS	\$ 140,000.00	\$ 140,000.00
Total Trunk Sewer Rehabilitation Alternate No. 2 (TS2) Proposal Price				\$	544,485.00	\$			1,171,550.00

Major Equipment Alternate Item			
Alternative	Description	Amount (Added/Deducted From Base Bid)	Amount (Added/Deducted From Base Bid)
ME1	Lone Star Aeration Blowers	Base Bid	Base Bid
ME1	Gardner Denver	No Bid	No Bid
ME1	Continental	\$ 157,890.00	\$ 125,000.00
ME2	WesTech	Base Bid	Base Bid
ME2	Ovivo	No Bid	No Bid
ME2	Walker Process	\$ 495,130.00	\$ 500,000.00
ME3	Fournier	Base Bid	Base Bid
ME3	Prime Solutions, Inc. (PSI)	\$ 995,325.00	\$ 1,050,000.00

Overall Project Proposal Summary			
Base Proposal Component	Description	Proposal Total	Proposal Total
5.01	Cash Allowances	\$ 1,118,000.00	\$ 1,118,000.00
5.02	Contingency Allowances	\$ 2,500,000.00	\$ 2,500,000.00
5.03	WWTP Improvements Base Proposal	\$ 68,034,800.00	\$ 56,640,000.00
5.04	Trunk Sewer Rehabilitation	\$ 2,861,860.00	\$ 3,192,760.00
Overall Project Base Proposal		\$ 74,514,660.00	\$ 63,450,760.00

Adjustments for Alternates and Major Equipment Alternates					
Base Proposal Component	Description	Proposal Total	Accepted?	Proposal Total	Accepted?
5.05 CWLS1	Adjustment for Alternate to perform Cottonwood LS Top Slab and Associated Repairs	\$ 301,370.00	Yes	\$ 140,000.00	Yes
5.05 WW1	Adjustment for Deletion of Administration Building	\$ (3,311,300.00)	Yes	\$ (3,400,000.00)	Yes
5.05 WW2	Adjustment for Alternate to install PVC yard piping in lieu of ductile iron	Base Bid	No	No Bid	No
5.05 WW3	Adjustment for Alternate to install CCFRPM piping in lieu of ductile iron	No Bid	No	No Bid	No
5.05 TS1	Adjustment for Deletion of Trunk Sewer Repairs	\$ (2,861,850.00)	Yes	\$ (3,192,760.00)	Yes
5.05 TS2	Adjustment, in combination with 5.05 TS1, for Modified Trunk Sewer Repair Scope	\$ (544,485.00)	No	\$ (1,171,550.00)	No
5.06 ME1	Adjustment for Alternate Blower/ Blower Control System Manufacturer from Base Proposal	\$ 157,890.00	No	\$ 125,000.00	No
5.06 ME2	Adjustment for Alternate Clarifier Mechanism Manufacturer from Base Proposal	\$ 495,130.00	No	\$ 500,000.00	No
5.06 ME3	Adjustment for Alternate Rotary Fan Press and Appurtenances from Base Proposal	\$ 995,325.00	No	\$ 1,050,000.00	No
Overall Project Adjusted Proposal		\$ 68,642,880.00		\$ 56,998,000.00	



CITY OF BAY CITY
1901 FIFTH STREET
BAY CITY, TEXAS 77414
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AGENDA ITEM SUBMISSION FORM

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Requestor Name: Calhoun, Barry **Date Submitted:** 03/22/2023
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 03/28/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Director of Public Works
For City Staff Only

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

Agenda Content:

DISCUSS, CONSIDER, AND/OR APPROVE WORK ORDER NO.9 TO THE STANDARD CONTRACT AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS AND GARVER, LLC FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE PROGRAM MANAGEMENT ASSISTANCE AND PERFORM WATER WELL SITING STUDY UNDER THE 2023 TEXAS WATER DEVELOPMENT BOARD FUNDING DRINKING WATER SRF PROECTS.

Executive Summary of Item:

The Drinking Water State Revolving Fund, authorized by the Safe Drinking Water Act, provides low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure. Eligible applicants for the DWSRF include publicly and privately-owned community water systems, including nonprofit water supply corporations and nonprofit, non-community public water systems.

The City of Bay City plans to apply for funding from the Texas Water Development Board (TWDB) to make critical improvements to the City's water systems. These improvements will include upgrades to our existing water plants, water distribution system, and a new water plant.

This agenda item is to approve additional work authorizations to the existing contract between the City of Bay City and Garver to assist the City with the program management and execution of the 2023 Drinking Water State Revolving Fund (DWSRF) projects and perform a water well siting study.

It is staff's recommendation to approve Work Order No. 9 so the City can move forward with this project.



EXHIBIT A

WORK ORDER NO. 9

CITY OF BAY CITY

Well Siting Study and TWDB Program Project No. 22W09061

This WORK ORDER (“Work Order”) is made by and between the **City of Bay City** (hereinafter referred to as “Owner”) and **Garver, LLC**, (hereinafter referred to as “Garver”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 27, 2020 (the “Agreement”).

Under this Work Order, the Owner intends to identify an optimal location for a new public supply water well and plant facility to supplement their existing water supply.

Generally, the scope of services includes evaluating areas favorable for construction of a new 2,000 gpm public supply water well and plant facility within Bay City limits. The City plans to decommission the well at the 6th Street & Avenue I WTP. The well siting study shall include an engineering feasibility investigation, performing a hydrogeologic assessment, and hydraulic model simulation of how the new well can be incorporated into the existing distribution system.

Garver will provide professional services as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Refer to APPENDIX A – SCOPE OF SERVICES.

2. PAYMENT

- 2.1. The lump sum amount to be paid under this Agreement is \$548,686.00 and additional services amount to be authorized by City as requested is \$35,000.00. The total amount under this Agreement is \$583,686.00. For informational purposes, a breakdown of Garver’s estimated costs is included in APPENDIX B – FEE SUMMARY.

3. APPENDICES

- 3.1. The following Appendices are attached to and made a part of this Work Order:
Appendix A – Scope of Services
Appendix B – Fee Summary



This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF BAY CITY

GARVER, LLC

By: _____
Signature

By: D. N. Olson
Signature

Name: _____
Printed Name

Name: Daniel N. Olson, P.E.
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 03/22/2023

Attest: _____

Attest: Bianna

Appendix A

SCOPE OF SERVICES

CITY OF BAY CITY, TEXAS Well Siting Study & TWDB Program

1. Background

The City of Bay City (“City”) is looking to identify optimal locations for a new public supply water well and plant facility to supplement their existing water supply and has requested Garver (“Consultant”) to conduct a well siting study. The purpose of the well siting study is to evaluate areas favorable for construction of a new 2,000 gpm production well and plant facility within Bay City limit. The City plans to decommission the well at the 6th Street & Avenue I WTP. The well siting study shall include an engineering feasibility investigation, performing a hydrogeologic assessment, and hydraulic model simulation of how the new well can be incorporated into the existing distribution system.

Garver will prepare the deliverables described in each assigned task within the scope of work.

2. Scope of Work

The following scope of work describes the services to be provided.

A. Task I – Funding Support and Coordination

1. Provide program management assistance to the City for execution of the Drinking Water State Revolving Fund (DWSRF) projects.
 - a. Support the City with project scheduling and budget forecasting.
2. Provide Texas Water Development Board (TWDB) funding support assistance to execute the DWSRF project.
 - a. Provide and respond to coordination with TWDB, bond counsel, financial advisor, and the City.
 - b. Assist the City with completion of forms and documentation associated with funding.
 - c. Prepare environmental assessment documentation and coordination with TWDB for approval.

B. Task II – Project Administration

1. Consultant will prepare a Project Management Plan (PMP) and Quality Control/Assurance Plan.
2. Consultant will prepare and review monthly progress reports to support invoices and provide updates for City staff during weekly virtual progress meetings.
3. Schedule and participate in a Kick-Off Meeting with the City to discuss project objectives, team members, document management, stakeholders, and schedule.
4. Schedule and conduct formal progress meetings with the City as tasks dictate. Consultant will review progress at each meeting, review project deliverable status, current schedule, outstanding action items, and project constraints that may impact schedule, budget, or pending decisions. Prepare agenda and meeting materials and facilitate the exchange of ideas and information. Prepare meeting minutes that include action item lists and decision lists within ten business days

to the City.

5. Prepare and deliver four presentations to City Council for Workshops or regular meetings.

C. Task III – Selection of Well Site(s)

1. Consultant will initially perform site reconnaissance of up to 10 identified properties that are potential well sites.
 - a. Photographs and field notes will be compiled to document the existing infrastructure and environmental conditions at and near the potential well sites.
2. Up to 10 potential well sites will be ranked by hydrogeologic factors and also non-hydrogeologic issues such as proximity to existing infrastructure, surrounding land use, floodplain, property restrictions, regulatory requirements, and potential public concern.
 - a. Consultant will confer on groundwater conditions and well yields with a local groundwater specialist engaged as a Subconsultant.
 - b. Consultant shall conduct a Well Selection Workshop with City to review the initial ten ranked well sites.
3. Consultant will further assess the top 3 ranked well sites based on the scope herein including a cost analysis of selected sites, Hydrogeological Assessment Study, hydraulic simulations, anticipated well yield and water quality, environmental impacts, and the City's location preferences.
 - a. Cost analysis will be performed in accordance with classifications set forth in AACE 17R-97 for a Class 4 cost estimate.
4. Consultant shall prepare a Draft Well Siting Summary Report summarizing task investigative activities with a recommendation for up to three well sites deemed most feasible for construction of a new production well.
5. Consultant will prepare for and facilitate a workshop to review the Draft Well Siting Summary Report with City staff.
6. Consultant will incorporate written comments and Draft Report workshop comments into the Final Well Siting Summary Report.
7. Consultant will conduct quality review of deliverable per PMP.

D. Task IV - Hydrogeological Assessment Study

1. Collect and evaluate pertinent construction, testing, water level records, water quality records and data and geophysical logs for the City's existing public supply wells and public water supply.
 - a. Consultant will utilize a local groundwater specialist engaged as a Subconsultant to complete a desktop Hydrogeologic Study that covers a total of up to three possible new City water well sites identified by the Consultant.
2. The hydrogeological impact assessment will identify the impacts on groundwater quality and quantity from the proposed site activities and quantify them in terms of their scale, magnitude, impact duration, and the probability of the impact occurring.

3. A hydrogeologic study report will be completed to evaluate and describe the hydrogeologic, aquifer and groundwater conditions and include preliminary water well construction and well pumping equipment parameters and estimates for a new public supply well with a well pump design capacity of 2,000 gallons per minute (gpm). The report will include:
 - a. Assessments regarding the estimated hydrogeologic conditions
 - b. Estimated well site construction area
 - c. Layout and access and adjoining property (properties) for up to three possible new well sites identified by the Consultant
 - d. Relevant Texas Commission on Environmental Quality (TCEQ) and Coastal Plains Groundwater Conservation District rules and requirements for a new public supply well
 - e. The hydrogeological study report shall be signed and sealed by a Professional Geoscientist in Texas.
 - f. Note that an additional water well, groundwater and well pumping evaluation will need to be completed in a separate Hydrogeological Assessment Report that is required by the Coastal Plains Groundwater Conservation District (GCD) for amended operating permits.
4. Consultant will conduct quality review of deliverable per PMP.

E. Task V - Pollution Hazard Study and Report

1. Perform a pollution hazard study for the top 3 ranked water well sites that addresses the Texas Commission on Environmental Quality (TCEQ) rules and regulations for public supply well in TCEQ Chapter 290, Subchapter D, 290.41 (c)(1)(A)(E).
 - a. Work shall include performing a field visit to the planned well site and adjoining areas to observe site infrastructure and conditions and any pollution or environmental site hazard(s) at or in the vicinity of the well site
 - b. Provide a written report for the pollution hazard study that is signed and sealed by a Professional Geoscientist in Texas.
2. Consultant will conduct quality review of deliverable per PMP.

F. Task VI – Model Simulations and Evaluation of Proposed Improvements

1. Consultant will perform hydraulic production and distribution system analysis with the existing 6th Street and Avenue I well out of service for a TCEQ Alternative Capacity Requirement (ACR). The analysis will evaluate ACR criteria using hydraulic system calculations and the hydraulic simulation to demonstrate the request will not compromise the public health or result in a degradation of service or water quality.
2. Consultant will perform a hydraulic simulation under different demand scenarios with the existing 6th Street and Avenue I well out of service to demonstrate requisite need for new a water supply well.
3. Consultant will complete up to two hydraulic simulations for different demand scenarios to assess the proposed water supply improvements for up to three new potential well sites.
4. Demand scenarios will be utilized to identify challenges with system hydraulic capacity and develop recommendations for additional infrastructure upgrades that may be necessary to

provide the desired level of service. Target instantaneous peak flows from the new supply facilities are assumed to be up to 2,000 gpm under average day conditions and up to 3,000 gpm during maximum day conditions.

- a. Evaluations of maximum day demands will include fire flow evaluations.
 - b. Level of service criteria from the recent system hydraulic evaluations will be applied for this project, unless otherwise directed by the City.
5. Consultant will prepare a Technical Memorandum (TM) in electronic .pdf format summarizing the demand scenarios and results from each model simulation.
 6. Consultant will conduct quality review of deliverable per PMP.
 7. Consultant will prepare for and facilitate a workshop to review the modeling results with the City.

G. Task VII – Dynamic Well Profile

1. Consultant shall coordinate execution of a dynamic well profile for arsenic at the 6th Street and Avenue I well site:
 - a. Two site visits shall be conducted to assess site constraints and perform the dynamic well profile.
 - b. Data will be collected at four different well screened intervals. Up to 12 liters of sampling is anticipated.
 - c. Testing will commence following two days of well pumping (by City). Once confirmed that arsenic concentrations and screened water levels have stabilized, field testing will begin.
 - d. A detailed Dynamic Flow and Mass Balance Report will be prepared that will include analysis, conclusions, and recommendations for well modification.

H. Task VIII - Amendment to the Existing Groundwater Conservation District (GCD) Operating Permit

1. Consultant to assist the City with adding the new water well to the existing GCD Operating Permit.
2. Amendments to increase the City's capacity for groundwater withdrawals are not anticipated as part of this scope of work.

I. Task IX – TWDB Engineering Feasibility Report

1. Consultant shall prepare a Draft TWDB Engineering Feasibility Report (EFR) to address the listed requirements. The report is required as part of the DWSRF program. The following subjects will be covered in the EFR:
 - a. Discussion of New Source
 - b. Site and Surrounding Area
 - c. Treatment Requirements at Facility
 - d. Design Requirements for Normal and Emergency Conditions
 - e. Capacity and Pressure of New Source

Appendix A

- f. Operations and Maintenance Effects
 - g. Potential Waiver Request
 - h. Alternatives Analysis (Referencing Arsenic Treatment and Well Siting Studies)
 - i. Cost Opinion
 - j. Project Schedule
2. Consultant will prepare for and facilitate a workshop to review the Draft EFR with City staff.
 3. Consultant will incorporate written comments and Draft EFR workshop comments into the Final EFR.
 4. Consultant will submit and address comments from TWDB for completion of EFR.
 5. Consultant will conduct quality review of deliverable per PMP.

J. Additional Services: Task – TCEQ Alternative Capacity Requirement

1. Consultant will compile the hydraulic analysis for prepare request to TCEQ for Alternative Capacity Requirement (ACR). This additional service will include follow-up coordination with TCEQ and addressing comments.

Final Design (NOT USED)

Final Design scope for a new production well to be developed once the well siting study has been completed and final well site approved.

Well Decommissioning Plan (NOT USED)

If the City chooses to decommission a well, a decommissioning plan in accordance with Texas Department of Licensing and Regulation (TDLR) requirements and Texas Commission on Environmental Quality (TCEQ) Regulatory Guidance in accordance with the Texas Groundwater Protection Committee, will be developed separately as part of Final Design.

DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Engineer:

1. Electronic copy (pdf) of the DRAFT Well Siting Summary Report.
2. Electronic copy (pdf) of the FINAL Well Siting Summary Report.
3. Electronic copy (pdf) of the FINAL Hydrogeologic Assessment Study.
4. Electronic copy (pdf) of the FINAL Pollution Hazard Study.
5. Electronic copy (pdf) of the DRAFT TWDB Engineering Feasibility Report.
6. Electronic copy (pdf) of the FINAL TWDB Engineering Feasibility Report.
7. Electronic files as requested.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

1. Detailed Design or Construction Phase Services.
2. Well Decommissioning Plan.

Appendix A

3. Traffic Control Plan (TCP).
4. Stormwater Pollution Protection Plan (SWPPP).
5. Construction materials testing.
6. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
7. Submittals or deliverables in addition to those listed herein.
8. Design of any utilities relocation beyond those listed herein.
9. Services after construction, such as warranty follow-up, operations support, etc.
10. SCADA design or programming services of any kind.
11. Arc flash or other power system studies.
12. Observation/ Resident Construction Inspection services.

Appendix A

Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting	7 days from Notice to Proceed
Deliver DRAFT Well Siting Report	90 days from receipt of final data from City
DRAFT Report Workshop	14 days after delivery of DRAFT Report
Deliver FINAL Well Siting Report	45 days from Report Workshop and receipt of DRAFT Well Siting Report comments
Deliver FINAL Hydrogeologic Assessment Study	45 days from Report Workshop and receipt of DRAFT Well Siting Report comments
Deliver FINAL Pollution Hazard Study	45 days from Report Workshop and receipt of DRAFT Well Siting Report comments
Deliver DRAFT TWDB Engineering Feasibility Report	90 days from submittal of FINAL Well Siting Report
DRAFT Report Workshop	14 days after delivery of DRAFT Report
Deliver FINAL TWDB Engineering Feasibility Report	45 days from Report Workshop and receipt of DRAFT TWDB Engineering Feasibility Report comments

*Notes:

- For planning purposes, 14 calendar days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.
- **This anticipated schedule is based on up to 10 identified well sites.**

Appendix B

City of Bay City, Texas Well Siting Study & TWDB Program

FEE SUMMARY

Basic Services Task	Cost
TASK I - Funding Support and Coordination	\$ 40,776.00
TASK II - Project Administration	\$ 23,046.00
TASK III - Selection of Well Sites	\$ 101,728.00
TASK IV - Hydrogeological Assessment Study	\$ 48,240.00
TASK V - Pollution Hazard Study	\$ 35,580.00
TASK VI - Model Simulations Evaluation of Proposed	\$ 88,056.00
TASK VII - Dynamic Well Profile	\$ 89,814.00
TASK VIII - Amendment to Existing GCD Operating	\$ 7,796.00
TASK IX - TWDB Engineering Feasibility Report	\$ 113,650.00
Total Basic Services Cost	\$ 548,686.00
Additional Services Task	Cost
TASK - TCEQ Alternative Capacity Requirement	\$ 35,000.00
Total Additional Services Cost	\$ 35,000.00
TOTAL COST (Basic and Additional Services)	\$ 583,686.00



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: Calhoun, Barry **Date Submitted:** 03/22/2023
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 03/28/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Director of Public Works
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 AWARD THE BID FOR THE 2023 BRUSH SITE WOOD CHIPPING SERVICES AT THE CITY'S BRUSH SITE TO THE LOWEST RESPONSIBLE BIDDER AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND AUSTIN WOOD RECYCLING IN THE AMOUNT OF \$60,600.

Executive Summary of Item:

BACKGROUND: The last official year that the brush site wood chipping commenced was in 2020. Due to COVID-19, material shortages and contractor/vendor participation, our brush site has not undergone the necessary wood chipping. With the accumulated brush from the past three years, we will be forced to close the brush site due to being over capacity. This location receives brush from brush from GFL and citizens.

The Public Works Department solicited for bids in 2022 via BidNet and newspaper advertisements. Unfortunately, zero bids were received at that time.

RECOMMENDATIONS: Award to the only bidder, Austin Wood Recycling.

ATTACHMENTS: Bid Tabulation

City of Bay City

Tabulation Sheet

Bid Description: REQUEST FOR PROPOSALS – 2023 Brush Site Wood Chipping

Department: **City of Bay City**

Date: **March 3rd, 2023**

Time: **2:00PM**

	NAME OF BIDDER	ADDRESS	BID AMOUNT	Ins. Cert.	
				YES	NO
1.	AUSTIN WOOD RECYCLING	2100 CR 314, Hurto TX, 78634	\$60,600.00	YES	
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

LOW BIDDER: AUSTIN WOOD RECYCLING

AWARDED TO: AUSTIN WOOD RECYCLING

RECOMMENDATION/COMMENTS: _____

SIGNED:  DATE: 3/15/23

**Lease Agreement
between the City of Bay City, Texas
and Sayrah Craft
for the Old Bay City Fire Station**

This Lease Agreement (hereinafter called the "Lease") is made by and between the City of Bay City, Texas, a Texas municipal corporation located in Matagorda County, Texas (hereinafter called "City"), acting by through its City Manager and Sarah Craft (hereinafter called "Tenant").

**Article 1
Demise of Premises**

1.1 Real Estate Lease. The City, for and in consideration of the rents, covenants, and promises herein contained to be performed, observed, and kept by Tenant, does hereby lease and, demise to Tenant and Tenant does hereby rent and accept from City a portion of the real property and improvements owned by City described as and located at the Old Bay City Fire Station and land outside the existing cyclone security fence immediately surrounding the Old Bay City Fire Station, an approximately sixty feet by one hundred ten feet (60'x110') plot of land, located at the corner of Sixth Street and Avenue I, Lot One (1) in Block One Hundred Thirty Four (134), of the Original Townsite of Bay City, Matagorda County, Texas, According to the Plat filed for record in Volume 5, Pages 36-39 of the Deed Records of Matagorda County, Texas (hereinafter called "Leased Premises"). The property identification number is 25481 according to the Matagorda County Appraisal District. **The retail rental space is approximately 1,000 square feet.**

1.2 Use of Leased Premises. The Leased Premises shall be used for the sole purpose of business activities related to Tenant's business, "Tangles," and for such other recreational and civic purposes as the City shall authorize by prior written consent for the benefit of the citizens of Bay City and the surrounding area. The Leased Premises shall be used for no other purpose. The City represents that the Leased Premises may lawfully be used for such purposes.

1.3 Condition to Use. The City reserves the right to enter the Leased Premises at reasonable hours and, if, in the opinion of the City, an emergency exists requiring immediate action, at any time, to inspect, to make replacements, repairs or restorations, and to carry out any work or activities in connection with the protection of the public health, safety and welfare, or the preservation of the Leased Premises. Tenant acknowledges the above reservation by City and agrees to respect and be subordinate to same. Reasonable notice shall be construed as giving notice the day before the City proposes to enter the Leased Premises, except for an emergency, which will not require notice.

1.4 City's Reservations. City reserves the right from time to time, to install, maintain, repair and replace utility lines, and wires passing through the Leased Premises. Any such maintenance, repair, or replacement shall be placed in locations which shall not unreasonably interfere with Tenant's use of the Leased Premise and shall be carried out to the extent possible so as to minimize inconvenience or disruption of Tenant's business.

1.5 Acceptance of Lease Premises. Tenant has had full opportunity to examine the Leased Premises and acknowledges that there is in and about them nothing dangerous to life, limb or health. Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance thereof and Tenant hereby accepts said Leased Premises as being in good and satisfactory order in its present condition **as is, where is and with all faults** as suitable for the purpose for which leased. City specifically disclaims any warranty of suitability for Tenant's intended commercial purposes of Tenant.

- a) Tenant agrees that no representations respecting the condition of the Leased Premises and no promises to construct, alter, repair, or improve same, either before or after the execution

hereof, have been made by City or its agents, to Tenant unless the same are contained herein or made a part hereof by specific reference herein.

- b) Tenant understands and agrees that all personal property placed by Tenant upon the Leased Premises is at the sole risk and expense of Tenant and that City shall not be liable to Tenant or to any other person or party for loss, theft, vandalism, or damage or injury to person or property.

Article 2
Rent

2.1 **Rent paid by Tenant.** In consideration of this Lease, the Tenant agrees to pay a rent of \$.60 per square foot or \$600.00 rent per month commencing April 1, 2023 for the remainder of Calendar Year (“CY”) 2023, \$.75 per square foot or \$750.00 rent per month for CY 2024, and \$.90 per square foot or \$900.00 rent per month for CY 2025. For each renewal term after December 31, 2025, Tenant agrees to pay rent of \$1.00 per square foot or \$1,000 rent per month plus an increase determined by Municipal Cost Index for each year thereafter. Tenant agrees to pay to City six hundred dollars (\$600.00) per month for the initial term of this Lease, to be paid monthly, beginning April 1st, 2023 payable to LESSOR at 1901 Fifth Street, Bay City, Texas. Tenant agrees to pay the City an amount equal to the above mentioned amounts based on calendar year (CY). All of the future year leases are subject to the Renewal Term provisions outlined 3.2 below.

2.2 **Taxes and Permits.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees, which are now or may hereafter be levied upon Tenant, or upon the business conducted on the Leased Premises, or upon any of Tenant's property used in connection therewith; and Tenant shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Tenant, subject to agreements entered into by Tenant and Federal, State or local government authorities.

Article 3
Term and Termination

3.1 **Initial Term.** The initial term of this Lease shall commence on January 1, 2023 and shall end on the 31st day of December, 2023.

3.2 **Renewal Term.** This lease is subject to renewal annually for four (4) additional one-year terms, beginning on January 1, 2024, and collectively concluding on December 31, 2027 (each a “Renewal Term”) by the mutual consent of the parties to such renewal and pursuant to any revised terms as agreed by the parties. To exercise the Renewal Term, Tenant shall give City 90 days advance written notice of Tenant’s intent to renew. Landlord shall respond to said written notice within 30 days if intends to terminate the lease.

3.3 **Termination for Cause.** Upon the occurrence of an event of default, City shall be entitled to immediately terminate this Lease, and City shall have no further obligation hereunder. Upon the occurrence of an event of default, City may, at its option, declare this Lease and all rights and interests created by it to be terminated. Upon City electing to terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. The City, its agents or attorney, may resume possession of the Leased Premises and relet the same for the remainder of the original term at the best rent City, its agents, or attorney, may obtain for the account of Tenant, who shall make good any deficiency. The following events shall be deemed to be events of default by Tenant under this Lease:

- a) Tenant shall fail to pay any installment of rent as provided for in this Lease and such failure shall continue for a period of ten (10) days following written notice of failure to pay any installment of rent when due and owing.
- b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.
- c) Tenant deserts or vacates all or any part of the Leased Premises; Tenant will be deemed to have deserted or vacated the Leased Premises if, by any method or manner whatever or if Tenant assigns, transfers, sells or sublets its interest or right to the Leased Premises without the prior written consent of the City.
- d) The taking by a court of competent jurisdiction of Tenant and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act

3.4 **Termination for Convenience.** Notwithstanding any other provision herein to the contrary, the City shall have the right to terminate this lease for convenience and without cause by providing ninety (90) day’s written notice to the Tenant at the address provided below.

3.5 **Surrender.** Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Leased Premises to City, and City, upon, or at any time after, such termination or expiration may, without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by force, summary proceedings, ejection or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Leased Premises. Any property left on the Leased Premises shall be deemed abandoned and the City may dispose of same without further legal action by the City or liability to Tenant therefor.

3.6 **Obligations survive Termination.** Any expiration or termination of this Lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable or become due and payable to City hereunder, or from any claim or claims for damages then or theretofore accruing against Tenant hereunder, or any such sum or sums or claim for damages pursuant to any remedy provided for by law or in equity, or from recovering damages from Tenant for any default there under. All rights, options and remedies of City contained in this Lease shall be cumulative of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition, or restriction herein contained

**Article 4
Maintenance by Tenant**

4.1 **Tenant Responsible for Condition.** Other than as provided herein, Tenant shall be responsible for the condition of the Leased Premises. Tenant shall repair any damage to the Leased Premises caused by Tenant, and shall maintain, or caused to be maintained, the Leased Premises in a clean, neat, attractive, and sanitary condition. Tenant shall be responsible to repair, replace, and maintain any part of the Leased Premises that City is not obligated to repair, replace, or maintain, as expressly stated in this Lease, normal wear excepted.

4.2 **Litter and Trash.** Tenant shall, at all times, keep or cause to kept, the Leased Premises free of litter, trash, paper, and other waste and shall place same in standard trash containers in the immediate

vicinity or in other appropriate locations and shall conform with all applicable garbage, sanitary, and health regulations of the City.

4.3 **City Maintenance Items.** City shall maintain at its sole costs and expense, the roof, exterior wall structures, and other items necessary to preserve the structural integrity of the building.

4.4 **Return of Premises.** Tenant will, at the termination of this Lease, return the Leased Premises to City in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

Article 5 Covenants of Tenant and City

5.1 **Tenant's Covenants.** In addition to the covenants expressed within other articles of this Lease, Tenant covenants and agrees as follows:

- a) To obey (a) all applicable laws relating to the use, condition, and occupancy of the Leased Premises, and (b) any requirements imposed by utility companies serving or insurance companies covering the Leased Premises.
- b) To assume any expense connected with the property which is not expressly assumed by City.
- c) To submit in writing to City any request for repairs, replacement, and maintenance that are or will become the obligations of City.
- d) To vacate the Leased Premises on the last day of the Term.
- e) Not to use the Leased Premises for any purpose other than the permitted use.
- f) Not to permit any waste to accumulate upon the Leased Premises.
- g) Not to use the Leased Premises in any way that would void insurance insuring City and/or the Leased Premises.
- h) Not to change City's lock system.
- i) Not to alter the Leased Premises without City's express written permission.
- j) Not to allow a lien to be placed on the Leased Premises nor bind or attempt to bind City for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on or about the Leased Premises.
- k) Not to make repairs without permission from City.
- l) **City's Covenants.** In addition to the Covenants expressed within other articles of this Lease, City covenants and agrees as follows:
 - m) To lease to Tenant the Leased Premises for the entire Term beginning on the commencement date and ending on the termination date.
 - n) To deliver the Leased Premises to Tenant in its present condition 'AS IS,' and represent to Tenant that the Leased Premises is currently suitable for the permitted use.
 - o) Not to interfere with Tenant's possession of the Leased Premises as long as Tenant is not in default.
 - p) Not to unreasonably withhold consent to a proposed assignment or sublease.

- q) Not to unreasonably withhold authorization for installation of additions and/or improvements to the Leased Premises.

5.2 **Mutual Covenants.** In addition to the covenants expressed within other articles of this Lease, City and Tenant agree to the following:

- a) City’s police, code enforcement officers and other safety personnel shall have the right of entry on and into the Leased Premises as needed to investigate any circumstances, conditions, or person that may appear to be suspicious. Tenant expressly understands and agrees that City has not agreed to act and does not act as an insurer of Tenant’s property and does not guarantee security against theft, vandalism, or injury of whatever nature and kind to persons or property.
- b) Any physical additions or improvements to the Leased Premises made by Tenant will become the property of City. City may require that Tenant, at the end of the term and at Tenant’s expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the condition existing at the commencement date, normal wear excepted. Prior to any additions and/or improvements to the Leased Premises, Tenant will seek written authorization for such changes from City.
- c) Tenant’s covenant to pay rent and City’s covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate rent for any reason.

**Article 6
Insurance**

6.1 **Tenant to Provide Insurance.** Without limiting City’s right to indemnification, it is agreed that Tenant shall secure, prior to commencing any activities under this Lease, and maintain during the term of the Lease, insurance coverage as follows.

- a) Commercial General Liability Insurance, including coverage for Leased Premises and Operations, Contractual Liability, Personal Injury Liability, Products Operations Liability in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

6.2 **No Cancellation without Notice.** Each insurance policy required by this Lease, excepting the policy for Worker’s Compensation (if applicable) and Employer’s Liability, shall contain the following clauses: “The insurance shall not be cancelled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to:

Scotty Crow Jones, C.P.M.
Finance Director
City of Bay City
1901 Fifth Street N.
Bay City, Texas 77414”

6.3 **No Contribution.** It is agreed that any insurance of self-insurance maintained by City shall apply in excess of and not contribute with insurance provided by this policy (if applicable).

6.4 **City as Additional Insured.** The commercial general liability (or business owner’s property policy) must be endorsed to name City and Lienholder as “additional insureds” and must not be endorsed to exclude the sole negligence of City or Lienholder from the definition of “insured contract.” Additional insured endorsements must not exclude coverage for the sole or contributory ordinary negligence of City or Lienholder. Property insurance policies must contain waivers of subrogation of claims against City and Lienholder. Certificates of insurance and copies of any additional insured and

waiver of subrogation endorsements must be delivered by Tenant to City before entering the Leased Premises and thereafter at least ten (10) days before the expiration of the policies.

Article 7
Miscellaneous

7.1 **Indemnity.** Tenant covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Tenant’s activities under this Lease, including any acts or omissions of Tenant, any agent, officer, director, representative, employee, consultant or subcontractor of Tenant, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Lease. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Tenant shall promptly advise the City in writing of any claim or demand against the City or Tenant known to Tenant related to or arising out of Tenant’s activities under this Lease.

7.2 **Assignment.** Tenant shall not assign the Lease and business conducted on the Leased Premises or any interest therein without first obtaining the written consent of City, which consent shall not be unreasonably withheld, and which consent will be evidenced by passage of a City resolution, approving same.

7.3 **Subletting.** Tenant shall not sublet the Leased Premises or any interest therein. Any subletting shall be null and void and City shall be cause to terminate this Lease.

7.4 **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Tenant Agreement that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

7.5 **Amendment.** This Lease, together with the authorizing Resolution, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same, be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

7.6 **Notices.** Notices to City required or appropriate under this Lease shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

City of Bay City City Manager
 1901 Fifth Street N.
 Bay City, Texas 77414

Tenant: Sayrah Craft
 3207 Ave. J
 Bay City, Texas 77414
 (979) 665-5642

7.7 **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationships between the parties hereto other than that of City and Tenant.

7.8 **Texas Law to Apply.** This lease shall be construed under and in accordance with the laws of the state of Texas and all obligations of the parties created here under are performable in Matagorda County, Texas.

7.9 **Captions.** The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Lease.

7.10 **Authority.** If the signer of this Lease is an entity or other than an individual who is the Tenant, then the signer hereof for Tenant hereby represents and warrants that he or she has full authority to execute this Lease on behalf of Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we have affixed our signatures this ____ day of _____, 202__.

The City of Bay City, Texas

Tenant

Shawna Burkhart, City Manager

Sayrah Craft

(seal)

Attest:

Attest:

Jeanna Thompson, City Secretary

By:

(Print Name)