



# CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, May 11, 2021 at 6:00 PM  
COUNCIL CHAMBERS | 1901 5th Street

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## COUNCIL MEMBERS

**Mayor:** Robert K Nelson

**Mayor Pro Tem:** Jason W. Childers

**Council Members:** Brent P. Marceaux, Becca Sitz, Floyce Brown, Jim Folse

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

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## AGENDA

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

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

### CALL TO ORDER

### INVOCATION & PLEDGE

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

### CERTIFICATION OF QUORUM

### MISSION STATEMENT

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

### APPROVAL OF AGENDA

### PUBLIC COMMENTS

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

### APPROVAL OF MINUTES

**1. Minutes of City Council Regular Meeting on April 27, 2021.****CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL****REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL**

- 2. Budget ~ Discuss, consider, and/or approve allocating funds for building repairs of the Whitson street facility leased by Economic Action Committee. Shawna Burkhart, City Manager**
- 3. Report ~ Discuss, consider, and/or approve the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending September 30, 2020. Scotty Jones, Finance Director**
- 4. Finance ~ Discuss, consider, and/or approve the use of Capital Funds designated for Fiscal Year 2022 for use of reconstruction of Elliot Addition roadway. Shawna Burkhart, City Manager**
- 5. Discussion ~ Discuss, consider, and/or approve action regarding the downtown parking.**

**CLOSED / EXECUTIVE SESSION**

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

**OPEN SESSION**

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

**ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS****ADJOURNMENT****AGENDA NOTICES:**

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

**Attendance By Other Elected or Appointed Officials:** It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby

given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

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

### **CERTIFICATION OF POSTING**

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, MM DD, 202Y before 7:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

# CITY OF BAY CITY

MINUTES • APRIL 27, 2021

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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**

Jim Folse

**Mayor Pro Tem**

Jason W. Childers

**Councilman**

Brent P. Marceaux

**Councilwoman**

Becca Sitz

**Councilwoman**

Floyce Brown

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

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**CALL TO ORDER**

Mayor Robert K. Nelson called the meeting to order at 6:00 pm

**INVOCATION & PLEDGE**

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

*Councilwoman Becca Sitz*

**CERTIFICATION OF QUORUM****QUORUM PRESENT**

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

**ABSENT**

Councilman Brent P. Marceaux

**MISSION STATEMENT**

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

*Councilwoman Becca Sitz*

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENTS**

David Torrez, 1616 cottonwood, stated that Council had promised to citizens to take care of all concrete roads that were cut up, challenges council to get fixed. Mr. Torrez also stated that asphalt streets are in bad shape, seems big projects are the only important to Council.

**APPROVAL OF MINUTES**

- 1. Minutes of Public Hearing on April 13, 2021**
- 2. Minutes of Regular Council meeting on April 13, 2021**

Motion made by Councilwoman Sitz to approve the minutes of both the Public Hearing on April 13th, 2021 and the Regular Council meeting on April 13th, 2021, Seconded by Councilwoman Brown.

Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

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

**3. Ratification of 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.**

Christella Rodriguez, Captain of BCPD, introduced the resolution for CVL grant position.

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

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

**4. Discussions ~ Economic Action Committee financials.**

Christy Pustejovsky, EAC Director, addressed council regarding the building they rent from the City. Ms. Pustejovsky overviewed services EAC provides the community. Ms. Pustejovsky reviewed the numerous repairs needed to the building and asking the City to help fix the building.

Shawna Burkhart, City Manager, estimates cost in the \$77,000 range, city staff would like to appropriate \$44,000 this budget and the remainder after September when more money can be allocated to the remaining repairs.

One option is to donate the property to EAC then they could get grant funding, but they still immediate funds to fix restrooms. Ms. Burkhart asked council to give staff direction to allocate a budget amendment to fix restrooms. Councilwoman Sitz and Councilman Folse asked that the allocation be put on next agenda.

**5. Ordinance ~ discuss, consider, and/or approve an Ordinance amending the City Code of Ordinances Chapter 46 Flood; Division 2 ("Administration"); Providing for a cumulative and conflict clause, providing for a severability clause; and providing for an effective date.** Alyssa Dibbern, Engineering Tech

Motion made by Mayor Pro Tem Childers to approve the Ordinance amending the City Code of Ordinances Chapter 46 Flood, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse,

Councilwoman Sitz. Motion carried.

- 6. Agreement ~ Discuss and take action to approve the Grant Agreement for Flood Infrastructure Fund between the Texas Water Development Board and the City of Bay City, Matagorda County, Texas; TWDB Commitment no, G1001242, TWDB Project No. 40055, TWDB Resolution No. 21-006.** Alyssa Dibbern, Engineering Tech

Alyssa Dibber, Engineering Tech, introduced the agreement, explaining that this was the reimbursment to the drainage study.

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

- 7. Report ~ Discuss, consider, and/or approve the City's Quarterly Financial and Investment Report for quarter ending March 31, 2021.**

Scotty Jones, Finance Director, reviewed the report and provided presentation summary.

Motion made by Councilwoman Brown to approve the quarterly Financial and Investment Report, Seconded by Mayor Pro Tem Childers. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

- 8. Ordinance ~ Discuss, consider, and/or approve and Ordinance of the City of Bay City, Texas, adopting a "Budget Amendment #2" to the "Annual Budget of the City of Bay City, Texas, for the fiscal year 2021"; 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, reviewed the budget amendments needed.

Motion made by Councilwoman Brown to approve the Ordinance adopting a Budget Amendment #2, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

- 9. Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City, Texas and Harris County regarding use of Public Safety Communications Systems.**

Scotty Jones, Finance Director, presented the agreement regarding the Public Safety radio system used County wide. The agreement renews annually for 5 years and shared costs are billed to County agencies.

Motion made by Mayor Pro Tem Childers to approve the Public Safety Communications Systems agreement, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

- 10. Resolution ~ Discuss, Consider, and/or approve the Resolution of Denial of AEP's application for approval of a distribution cost recovery factor.** Scott Jones, Finance Director

Motion made by Mayor Pro Tem Childers to approve the Resolution to deny AEP's application, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

- 11. Discussion ~ update on Nile Valley Road progress.**

Matt Beazeale, Project Engineer, gave an update on the Nile Valley Road progress. Mr. Beazeale stated that they were running a month a head of schedule, the geo grade has been done from 35 to bridge. They started today the prime coat and the approaches have been graded. Challenges on bridge was not installed or tied properly and approach slabs had sunk and they will modify design for distribution of weight.

- 12. Discussion ~ discuss downtown parking options along Highway 35 (7th Street).**

Shawna Burkhart, City Manager, reported that TXDOT will have a third party grind pavement and repaint parking lines. Barry Calhoun, Public Works Director, added that the contractor will be out Sunday to start work. Councilman Folse asked about highway 60 and 35 downtown parking? Mayor Nelson replied that there would be no changes to highway 60. Mayor Pro Tem Childers added that Council had talked about a red line, Mayor Nelson replied that TXDOT is looking into it.. Councilwoman stated that the parking downtown along highway 35 is a safety issue and Council should apply the parallel parking. Council discussed the parallel v angled parking. Councilwoman Sitz stated that Council needed to take initiative and stripe Avenue H for the additional parking. Ms. Burkhart stated that she will bring the matter to next meeting and give Council options. Mayor Pro Tem Childers recommended inviting the downtown businesses.

**CLOSED / EXECUTIVE SESSION**



Council adjourned in to an Executive session at 7:47 pm.

- 13. Pursuant to the Texas Government Code Section 551.074 (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employy, or to hear a complaint or charge against an officer or employee: City Manager.
- 14. Pursuant to Texas Government Code 551.071(2) to consult with its attorney regarding legal representation in gas dispute.

**OPEN SESSION**

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

Council reconvened into a Regular session at 8:45 pm. Council took no action on Item #13.

Mayor Pro Tem Childers moved to approve the Bay City Gas Company to engage the Law Offices of Hoover Slovackek LLP for action regarding the Bay City Gas Company. Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS**

Mayor Nelson stated that he has been in touch with Rail Road and TXDOT regarding the tracks by McDonalds and they are putting a plan together and there other tracks that need attention.

**ADJOURNMENT**

Councilwomen Sitz made a motion to adjourn. Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried and the meeting adjourned at 8:52 pm.

**PASSED AND APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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



*"Excellence in Building the Future & Restoring the Past"*

**JASON P. RAHAIM**

**979-479-2880**

jason@ramstoneconstruction.com

2724 ENCINO AVE. BAY CITY, TX 77414

**CONSTRUCTION ESTIMATE FOR**

Economic Action Committee

Bay City, TX 77414

**PROJECT DESCRIPTION**

**Interior Remodel of Building**

SCOPE OF WORK	TOTALS
Repair/ Replace front glass commercial doors	\$ 1,800.00
Replace exterior metal door in the kitchen	\$ 850.00
Replace 2 sets of exterior double doors in the dining hall	\$ 3,600.00
Add FRP board on all walls in kitchen	\$ 6,200.00
Replace kitchen cabinets and countertops	\$ 10,000.00
Install window in office	\$ 350.00
Remove water fountain in dining hall & patch sheetrock	\$ 200.00
Remove cabinets and fur down in office. Install new ceiling tile	\$ 800.00
Patch all sheetrock cracks throughout building	\$ 1,500.00
Paint entire interior of building	\$ 16,812.00
Install new vinyl flooring throughout the buidling	\$ 13,280.00
<b>Women's Restroom</b>	<b>\$ 4,500.00</b>
Install new bathroom stall dividers	
Install new countertops	
Install new toilets	
<b>Men's Restroom</b>	<b>\$ 18,000.00</b>
Demolition:	
Break out concrete to fix floor drain	
Remove sheetrock on walls	
Remove damaged plumbing	
Remove stall dividers	
Construction:	
Install new floor drain	
Repair leakey plumbing	
Reaplce any damaged walls studs	
Patch up concrete	
Install new toilets	
Install new bathroom stall dividers	
Install new bathroom countertops	
<b>PROJECT COST</b>	<b>\$77,892.00</b>

**PROJECTED PAYMENT SCHEDULE**

Down Payment	20% of projected project cost collected at the time the contract agreement is signed.
2nd Installment	35% after Sheetrock Repair, Paint and Door Replacement
3rd Installment	35% after Bathroom Repairs and Flooring
Final Payment	Final Installment to be made upon receipt of final invoice after the work has been approved and the punch-out list completed.

All materials are guaranteed to be as specified. All work to be completed in a workman-like manner according to standard prices. Any alterations & deviations from specifications above involving extra costs will be executed only upon written orders & will become an extra charge over & above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

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

**Date of Acceptance:**

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**Authorized Signature:**

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**Contractor Signature:**

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**PROJECTED PAYMENT SCHEDULE**

Down Payment	25% of projected project cost collected at the time the contract agreement is signed
2nd Installment	35% after Demo and Replacement of the Roof Panels
3rd Installment	35% after Demo and Replacement of Wall Panels, Trim & Gutters
Final Payment	Final Installment to be made upon receipt of final invoice after the work has been approved and the punch-out list completed.

All materials are guaranteed to be as specified. All work to be completed in a workman-like manner according to standard prices. Any alterations & deviations from specifications above involving extra costs will be executed only upon written orders & will become an extra charge over & above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

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

**Date of Acceptance:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**RENEWAL AND EXTENSION**  
**OF**  
**LEASE AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

The parties hereby renew and extend that one certain Lease Agreement dated the 4<sup>th</sup> day of March, 1994, by and between **CITY OF BAY CITY**, a municipal corporation in the State of Texas, whose address is 1901 Fifth Street, Bay city, Matagorda County, Texas, hereinafter called "Lessor" herein, and the **ECONOMIC ACTION COMMITTEE OF THE GULF COAST, INC.**, a Texas non-profit corporation, whose address is Post Office Box 1685, 3008 LeTulle, Bay city, Matagorda County, Texas 77404-1685, hereinafter called "Lessee", for an additional term of ten (10) years, ending the 1st day of January, 2015.

All other terms and conditions of said oriinal lease shall remain the same.

SIGNED this the 28 day of February, 2005.

**LESSOR:**

**CITY OF BAY CITY**

By: Richard Knapik  
**Richard Knapik, Mayor**

**ATTEST:**

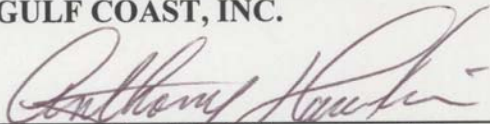
Angie Whitman  
**Angie Whitman, City Secretary**

**APPROVED AS TO FORM AND  
SUBSTANCE:**


J.L. Ziegenhals  
**J.L. Ziegenhals, City Attorney**

LESSEE:

ECONOMIC ACTION COMMITTEE OF  
THE GULF COAST, INC.

By:   
Anthony Hawkins, Chairman of the  
Board

ATTEST:

  
THERESA A. DEAN, Its Secretary



# LEASE AGREEMENT

THE STATE OF TEXAS            §  
COUNTY OF MATAGORDA       §

This Lease is made and executed in duplicate by and between CITY OF BAY CITY, a municipal corporation in the State of Texas, whose address is 1901 Fifth Street, Bay City, Matagorda County, Texas, hereinafter called "Lessor" herein, and the ECONOMIC ACTION COMMITTEE OF THE GULF COAST, INC., a Texas non-profit corporation, whose address is Post Office Box 1685, 3008 LeTulle, Bay City, Matagorda County, Texas 77404-1685, hereinafter called "Lessee".

## SECTION I

### Description of Premises

Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises known as the City of Bay City Senior Citizens Center, of the City of Bay City, County of Matagorda, State of Texas, more particularly described as follows:

The Northwest 300 feet by 300 feet of Block 8, of the Whitson Subdivision in the City of Bay City, Matagorda County, according to the Plat of said Whitson Subdivision filed for record in the Matagorda County Clerk's office. Said property containing approximately 2.066 acres, more or less.

## SECTION II

### Term

The term of this lease is for 120 months beginning the 1st day of January, 1994, and ending the 1st day of January, 2004.

## SECTION III

### Rent

The total rent of this lease is the sum of ONE AND NO/100 DOLLARS (\$1.00) per year.

## SECTION IV

### Use of Premises

The premises leased are to be used as an office, kitchen, and to serve as a senior citizens center as well as provide other services presently furnished by Lessee. Lessee agrees to restrict its use to such purposes and not to use or permit to use the premises for other purposes without first obtaining consent in writing of the Lessor.



## SECTION V

Prohibition Against Activities Increasing  
Fire Insurance Rates

Lessee agrees not to use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, any alcoholic beverage, or anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

## SECTION VI

## Prohibition Against Waste, Nuisance, or Unlawful Use

Lessee shall not commit, or allow to be committed, any waste, damage or destruction of property on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

## SECTION VII

## Payment of Utilities

Lessee shall pay for all utilities furnished the premises for the term of this lease, including electricity, gas, water, telephone service, and garbage service.

## SECTION VIII

## Repairs, Maintenance, and Alternations

Lessee, at its expense, shall maintain and keep the premises, including without limitation, windows, doors, interior walls, all equipment including, but not limited to, air conditioning, heating and plumbing in good repair. The Lessee shall also be responsible for keeping the parking area clean and neat. All plumbing and electrical maintenance shall be Lessee's responsibility. The Lessor shall maintain in good condition the building, roof, and exterior walls. No alterations in the premises shall be made by Lessee without the express written consent of Lessor.

## SECTION IX

## Delivery, Acceptance, and Surrender of Premises

The Lessor represents that the premises are in fit condition for use intended by Lessee. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee further agrees to surrender the premises to Lessor at the end of the

lease term, if the lease is not renewed, in the same condition as when Lessee took possession, allowing for reasonable use and wear and tear. Lessee agrees to remove all signs or symbols placed on the premises by it before redelivery of the premises to the Lessor, and to restore the portion of the premises on which such sign was placed in the same condition as before its placement.

SECTION X

Lessor's Right To Inspect, Repair, and Maintain Premises

Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the leased premises are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation or damage to Lessee during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of use thereof.

SECTION XI

Posting Signs by Lessor

Lessor reserves the right to place any sign of its choosing at the premises at any time during the lease.

SECTION XII

Posting of Signs, Awnings, or Marquees by Lessee

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without Lessor's written consent thereto. Lessee further agrees that it will only place signs on or near the premises after obtaining the written consent of Lessor. Lessee further agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, on the premises, which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within thirty (30) days after receiving written notice from Lessor to remove the same, Lessor reserves the right to enter the premises and remove them, at Lessee's expense.

SECTION XIII

Liability Insurance

Lessee agrees to procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use



of or arising out of accidents occurring in or around the leased premises, in a minimum amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for each person injured, THREE HUNDRED THOUSAND DOLLARS (\$300,000) for any one accident, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for general aggregate limit. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. Copies of current policies shall be delivered to Lessor. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that, if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance, pay the premiums therefor, and that such premium shall be repaid to Lessor by Lessee as an additional rent installment for the month following the date on which such premiums are paid.

SECTION XIV

Worker's Compensation Insurance

Lessee further agrees to procure and maintain in force during the term of this lease and any extension thereof, at its expense, workers' compensation insurance on its employees and volunteers. Additionally, copies of the workers' compensation policy shall be delivered to Lessor for safekeeping, and Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee further agrees that, if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance, pay the premiums therefor, and that such premium shall be repaid to Lessor by Lessee as an additional rent installment for the month following the date on which such premiums are paid.

SECTION XV

Assignment or Sublease

Lessee agrees not to assign or sublease the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining Lessor's written consent. One consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons or entities. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of its interest therein, without Lessor's written consent.

SECTION XVI

Liability for Attorneys Fees

If Lessor files an action to enforce any covenant of this lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorneys' fees for the services of Lessor's attorney in the action, such fees to be fixed by the court.

SECTION XVII

Liability for Damages

Lessee, as a material part of the consideration to be rendered to Lessor in this lease, hereby waives all claims against Lessor for damages to furniture, fixtures, equipment, goods, wares, merchandise and/or other personal property, in, upon or about the premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to the furniture, fixtures, equipment, goods, wares, merchandise and/or other personal property of any person arising from the use of the premises by Lessee, or arising from the failure of Lessee to keep the premises in good condition as herein provided. Lessee additionally agrees to indemnify and hold Lessor harmless from any damage or injury to persons who may be on the premises for any purpose. This indemnity shall apply to any injury which may occur on or around the premises regardless of whether Lessee or Lessor is at fault and shall be a continuing indemnity which will require Lessee to fully indemnify and keep Lessor safe and harmless from any claim, action, damage, and/or judgment which may be brought or entered against Lessor for any purpose whatsoever. Additionally, Lessee agrees to pay for all damages to the building, as well as all damage to occupants thereof, caused by Lessee's misuse or neglect of the premises, its apparatus, or appurtenances.

SECTION XVIII

Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be Mayor, City of Bay City, 1901 Fifth Street, Bay City, Texas 77414, or such other address as he may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the premises leased.

SECTION XIX

Effect of Lessor's Waiver of Covenants

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of a subsequent breach of the one waived. Lessor's acceptance of a breach



shall not be barred by laches, estoppel, or any other affirmative defense which Lessee may raise.

SECTION XX

Binding Effect on Successors and Assigns

This lease and the covenants and conditions hereby apply to and are binding on the successors and assigns of the parties hereto.

SECTION XXI

Time of the Essence

Time is of the essence of this lease.

SECTION XXII

Miscellaneous

1. If any clause or provision of this lease is illegal, invalid, or unenforceable under present or future laws effect during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of the lease shall not be affected thereby and the parties hereby declare that this lease will have been entered into without such enforceable provisions.

2. This lease shall not be altered, changed or amended except by instrument in writing, signed by both parties hereto.

3. Captions used in this lease are for convenience only and do not in any way limit or amplify the terms and provisions thereof.

4. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of a partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

5. Should Lessee fail to pay when due any installment of rental or other obligation required hereunder, and if Lessor pays same, then interest at the maximum legal rate then payable by Lessee in the State of Texas shall occur, from and after the date on which any such shall be due and payable, and such interest shall be paid by Lessee to Lessor within thirty (30) days of demand by Lessor.

SIGNED this the 4th day of March, 1994.

ORIGINAL

LESSOR:

CITY OF BAY CITY

By: Charles Martinez, Jr.  
CHARLES MARTINEZ, JR., Its Mayor

ATTEST:

Tammy Evans  
TAMMY EVANS, City Secretary

APPROVED AS TO FORM  
AND SUBSTANCE:

B. Allen Cumbie  
B. ALLEN CUMBIE, City Attorney

LESSEE:

ECONOMIC ACTION COMMITTEE OF  
THE GULF COAST, INC.

By: Charles Townsend  
CHARLES TOWNSEND,  
Chairman of Board

ATTEST:

Alta Cox  
ALTA COX, Its Secretary





# City of Bay City

## 5-Year Capital Improvements Program 2021 - 2025

Shawna - Final



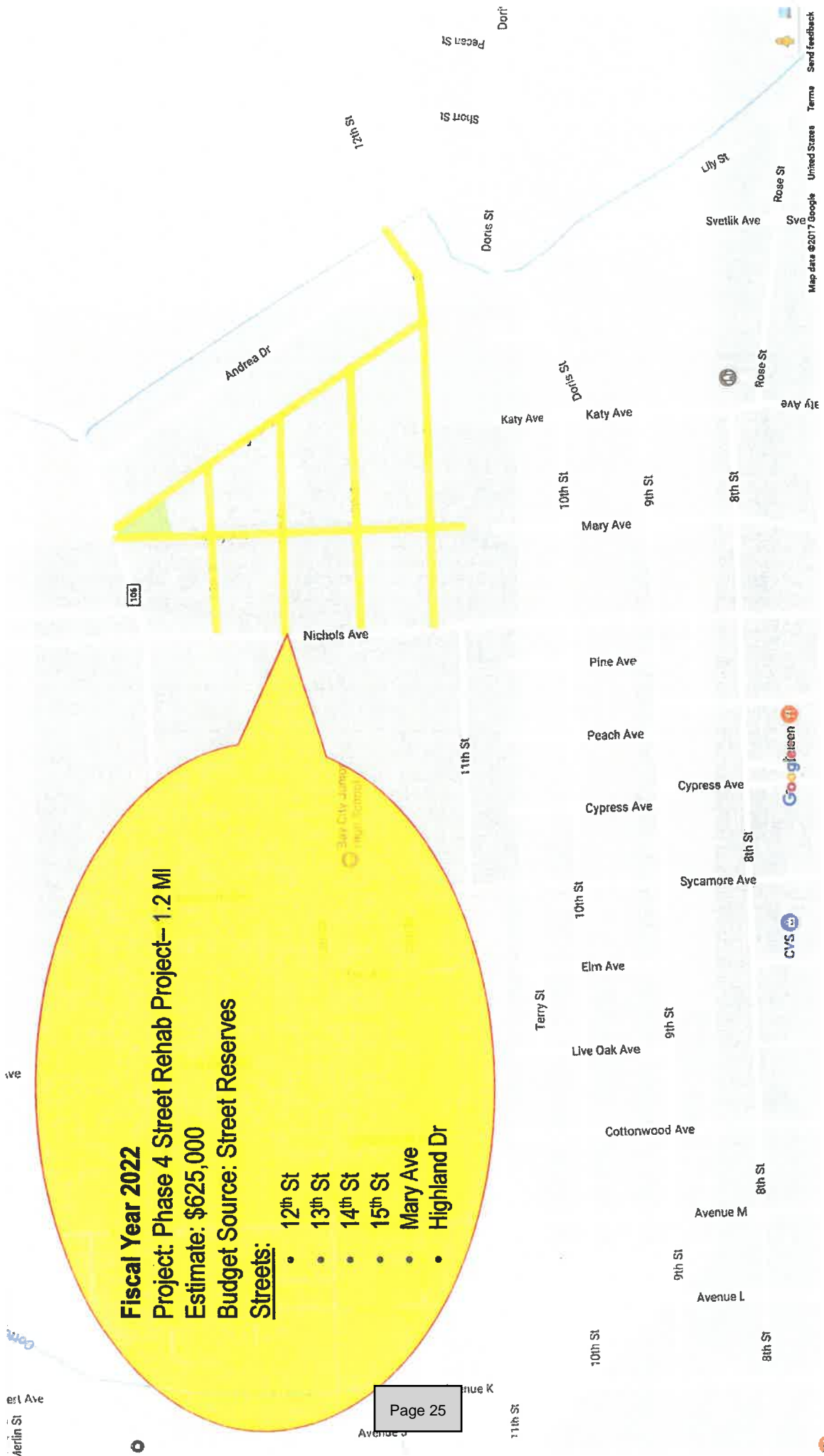
# 5-Year CIP – Public Works Projects (Streets, Drainage, Sidewalks)



Streets, Drainage & Sidewalks	Amount	2021	2022	2023	2024	2025
Street Reconstruction Projects	\$ 2,500,000		1,250,000	1,250,000		
Street Seal Coat Projects	\$ 200,000					200,000
Sidewalk New/Replace Project	\$ 50,000				50,000	
Sidewalk New/Replace Project (TxDOT, TCF, etc.)	\$ 325,000		325,000			
Nile Valley Drive SH35W to SH60S - Phase I Design*	\$ 477,000	477,000				
Nile Valley Drive SH35W to SH60S - Phase I Construction*	\$ 5,523,000	5,523,000				
Nile Valley Drive - UPRR Bridge Rehab	\$ 500,000		200,000	300,000		
Nile Valley Drive - Phase II Design	\$ 350,000				350,000	
Nile Valley Drive - Phase II Construction	\$ 3,500,000					3,500,000
Diversion Channel Improvements CDBG-DR Grant (Harvey)	\$ 287,006	287,006				
Cottonwood Creek Improvements RESTORE Act Grant	\$ 200,000	200,000				
Drainage Study	\$ 306,000	306,000				
Drainage Construction- GLO Grant	\$ 3,000,000		3,000,000			
Drainage Improvements	\$ 100,000	100,000				
<b>Totals for Street &amp; Sidewalk Projects:</b>	<b>\$ 17,318,006</b>	<b>\$ 6,893,006</b>	<b>\$ 4,775,000</b>	<b>\$ 1,550,000</b>	<b>\$ 400,000</b>	<b>\$ 3,700,000</b>

\*Bay City Community Development Corporation & Bay City Gas Company funding the Nile Valley Road Project in FY 2021



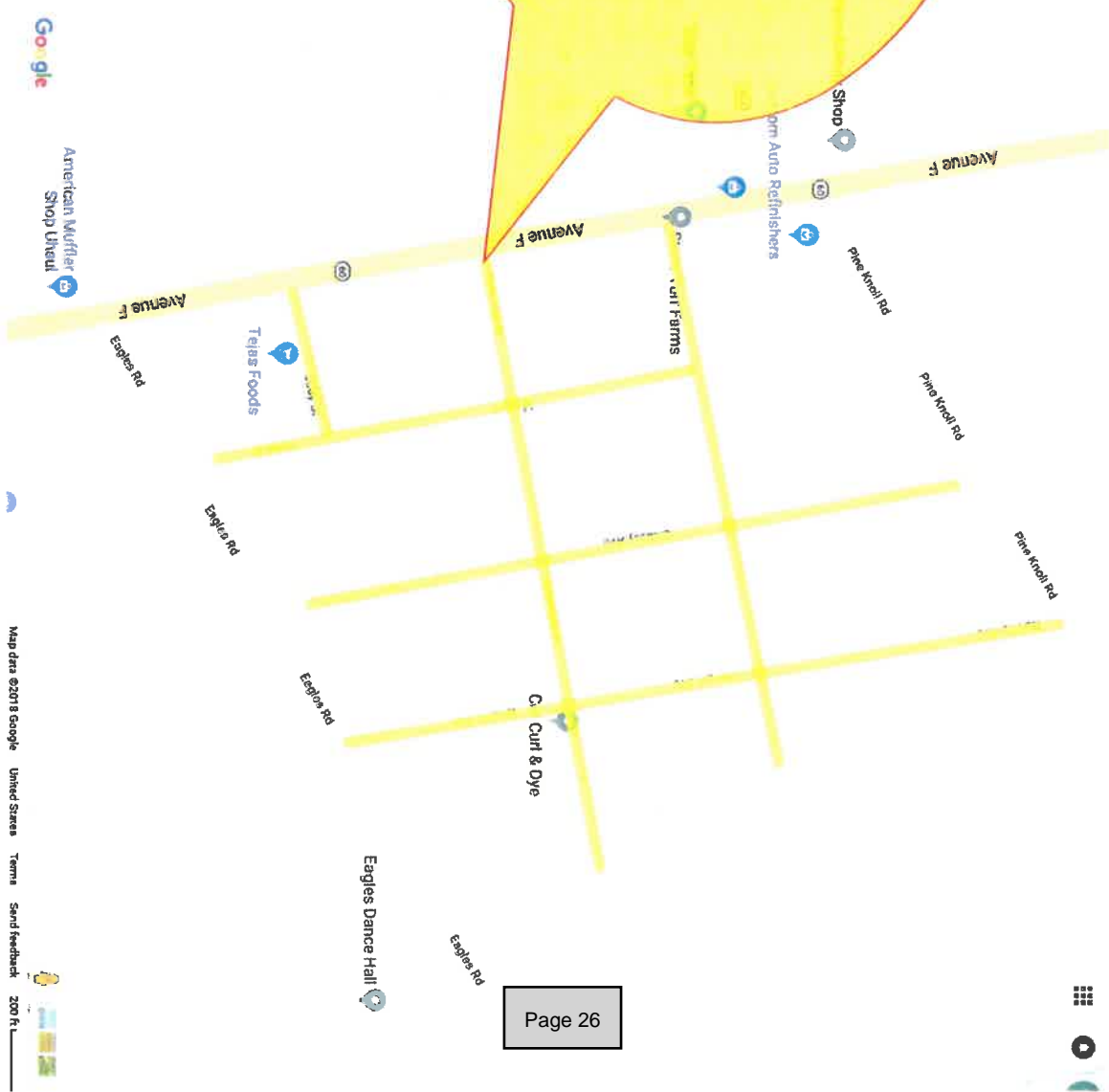


**Fiscal Year 2022**  
**Project: Phase 4 Street Rehab Project – 1.2 MI**  
**Estimate: \$625,000**  
**Budget Source: Street Reserves**  
**Streets:**

- 12th St
- 13th St
- 14th St
- 15th St
- Mary Ave
- Highland Dr

**Cont. Fiscal Year 2022**  
**Project: Phase 4 Street Rehab Project – 1.2 MI**  
**Estimate: \$625,000**  
**Budget Source: Street Reserves**  
**Streets:**

- Judy St
- Melissa St
- Laura St
- Ida Ave
- Lindsey Ave
- Ronald Ave



Bay City  
Maintenance Facility  
Texas Department  
of Public Safety

Boat RV &  
Storage

WCA - Bay City

Kilowatt Rd

Breeze Apartments

St John Baptist Church

Super 8 by  
Wyndham Bay City

Ad Vintage Specialties

South Texas  
Medical Clinics: PA Dr.

La Familia Dental

**Fiscal Year 2023**  
**Project: Phase 4 Street Rehab**  
**Project – 0.3 MI**  
**Estimate: \$1,250,000**  
**Budget Source: Street Reserves**  
**Streets:**  
• **Golden Ave**

