



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, December 06, 2022 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."*

Councilwoman Becca Sitz

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 Becca Sitz

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

1. **Recognition of Utility Billing staff for their work on the AMI Meter Replacement Project**

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

2. **Appointment ~ Discuss, consider, and/or approve the appointment of Chief of Police**
3. **Oath ~ Swearing in of Chief of Police.** Robert K. Nelson, Mayor
4. **Variance ~ Discuss, consider, and/or approve a reduction or waiver to the permit fee for Bay City Aquacats Swim Team.** Stephanie Wurtz, President of Bay City Aquacats Swim Team
5. **Property ~ Discuss, consider, and/or approve declaring Police Units as surplus and authorize staff to sale said surplus equipment through the use of an online auction.** Sgt. Edward Guzman, Police Department
6. **Interlocal Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement for special law enforcement services between the City of Bay City and Fort Bend County Sheriff's office.** Sgt. Edward Guzman, Police Department
7. **Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the City Code of Ordinances, Chapter 14 ("Animals"), Article I, Section 14-5 "Prohibited animals".** City Attorney
8. **Policy ~ Discuss and take action to approve policy for Public Works Department to outsource drainage review of commercial projects to third party engineer and return to Council with ordinance to recoup costs of same.**
9. **Resolution ~ Discuss, consider, and/or adopt a Resolution by the City Council of the City of Bay City, Texas requesting financial assistance from the Texas Water Development Board under eligible programs, including the Drinking Water State Revolving Fund.** Barry Calhoun, Public Works Director
10. **Resolution ~ Discuss, consider, and approve the selection of administration/project delivery service provider to Grantworks to complete the application and project implementation for the City of Bay City 2023-2024 Texas**

Community Development Block Grant program funded and administered through the Texas Department of Agriculture. Gabriel Lopez, Engineering Tech

- 11. Resolution ~ Discuss, consider, and approve the selection of engineering/surveying service provider to Urban Engineering to complete project implementation for the City of Bay City's 2023-2024 Texas Community Development Block Grant funding administered by the Texas Department of Agriculture. Gabriel Lopez, Engineering Tech**
- 12. Resolution ~ Discuss, consider, and/or approve a Resolution authorizing the submission of the MIT-MOD application to the Texas General Land Office for the City of Bay City, Texas. Gabriel Lopez, Engineer Tech**
- 13. Plan ~ Discuss, consider, and/or approve the city of Bay City Citizen Participation Plan Texas General Land Office (GLO) Community Development Block Grant Mitigation Method of distribution (CDBG-MIT MOD) Program. Gabriel Lopez, Engineer Tech**
- 14. Policy ~ Discuss, consider, and/or approve a Financial Policy and Procedures. Scotty Jones, Finance Director**
- 15. Interlocal Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City, Matagorda County, Texas, Matagorda County Emergency Medical Services, County Hospital District, and Bay City Independent School District regarding use of the public safety communications system (infrastructure) owned by the City of Bay City. Scotty Jones, Finance Director**
- 16. Agreement ~ Discuss, consider, and/or approve an amendment to the Development Financing Agreement between Reinvestment Zone Number One A (TIRZ #1A), City of Bay City, and Sal Holdings, LLC to include design standards. Shawna Burkhart, City Manager**
- 17. Resolution ~ Discuss, consider and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointments to the Board of Directors of Reinvestment Zone Number Four (#4), City of Bay City. Shawna Burkhart, City Manager**
- 18. Agreement ~ Discuss, consider, and/or approve an agreement between the City of Bay City, Bay City Lions Club, Matagorda County, and Bay City Community Development Corporation for use of Hardeman Park Teen Center. Shawna Burkhart, City Manager**
- 19. Presentation ~ Review and discuss Council Meeting schedule for 2023.**

CLOSED / EXECUTIVE SESSION

- 20. Executive Session pursuant to Section 551.071(2) of the Texas Government code (Consultation with Counsel on legal matters).**

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

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

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, December 2, 2022 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
1901 FIFTH STREET
BAY CITY, TEXAS 77414
(979) 245-2137
FAX: (979) 323-1681

AGENDA ITEM REQUEST FORM

Complete Submissions Required:

Any item, to be considered for action by the City Council, must be presented on this form, along with any unprivileged documentation and must be filed and complete to have an item placed on the City Council Agenda for consideration (This process is not required for members of the governing body, but it is encouraged). Before being considered filed for placement on the agenda, a summary of the item, all supporting documentation and review of the item from each City Department must be performed for the request to be complete. If the request is from a citizen, the City shall expedite review through internal means. Request forms must be complete and received by the City Secretary's office no later than 5:00 p.m. on the Monday of the week prior to the Regular Council meeting to be placed on that meeting's agenda. The item may be placed on workshop or special council meeting agenda if deemed appropriate by the City. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:00 p.m. in the Council Chambers at City Hall. Agenda items shall be set for consideration pursuant to City Code Section 2-47, as amended.

Requestor: Bay City Aquacats Swim Team/Stephanie Wurtz - President
PRINTED NAME and/or CITY DEPARTMENT

Date Submitted: 11/28/2022

Citizen

City Department

Council Member

Address: 3206 El Camino
Bay City, Texas

Preferred contact: Cell (979) 716-4264
 E-mail sawurtz@gmail.com

Work phone (979) 244-7680
 Fax _____

I respectfully request the below item be placed on the December 6th Agenda for City Council consideration.

1) Describe Item to be considered and area of City involved, if any: _____
Consideration to waive or significantly lower permit fees for use of the Valiant Pool for the 2023 swim season.

2) Executive Summary of Item and action by council sought: _____

The BC Aquacats swim team is in the process of renewing their city permit for use of the Valiant Pool for the 2023 season. In 2022, the City charged the team \$500 for use of the pool. For 2023, the cost of usage has risen to \$3,000. The swim team would like to ask that this fee, instead, either be waived or significantly reduced due to the nature of the swim team as a not for profit 501c3 organization with a relatively low enrollment and sponsorships compared to other youth organizations. If the Aquacats are required to pay the full \$3,000, we ask that we be allowed to pay in installments throughout the year and that the amount encompass the first few weeks of Jan. 2024

3) Do you need time to present this item? Yes No If so, how much? 10 minutes



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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: Guzman, Edward **Date Submitted:** 11/28/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 12/06/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Police Sgt.
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 THE "SURPLUS" OF THREE (3) POLICE DEPARTMENT VEHICLES:

UNIT #707 – 2008 FORD EXPLORER 90,026 MILES

UNIT #708 – 2008 FORD EXPLORER 91,436 MILES

UNIT #944 – 2007 FORD F-150 191,849 MILES

Executive Summary of Item:

The two 2008 Ford Explorers have been used by the Bay City Police Department for about 15 years. They have over 90,000 miles each. The vehicles have become unreliable and are in need of costly repairs. The continued use of these vehicles in police work is a safety hazard. I am requesting permission to have the vehicles "surplused" to be auctioned off at a later date.

2007 Ford F-150, previously used by Fire Marshal has close to 200,000 miles and become unreliable.

THE STATE OF TEXAS {}

**COUNTY OF FORT BEND SHERIFF'S OFFICE &
AFFILIATED TASK FORCES {}**

INTERLOCAL AGREEMENT ON SPECIAL LAW ENFORCEMENT SERVICES

This contract is entered into on this _____ day _____, 2022, by and between Fort Bend County Sheriff's office and affiliated task forces, Texas, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend County" and Bay City, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its City Council, hereinafter referred to as "Bay City"

Whereas Article 4413 (32C), revised Civil Statutes of Texas, also known as the Interlocal Cooperation Act, authorizes any local government to contract or agree with another local government to perform or cooperate in the performance of certain governmental functions and services, including law enforcement, and

Whereas the County and the City desire to enter into a cooperative arrangement for the provision of some of those criminal investigations and law enforcement services which they are authorized by law to perform.

Therefore, the parties to the contract agree to mutually combine forces to aid each other in a cooperative effort, to conduct criminal investigations, and other law enforcement services that the County and City are authorized by law to perform.

For and in consideration of the above statement, the County agrees to provide and pay the salary of its law enforcement officers for the said cooperative activities. It is expressly understood that its said officers shall remain the employees of the County at all times and for all purposes and shall not be considered an employee or borrowed servant of any other party to this agreement. Likewise, any vehicle or equipment furnished by the County shall remain the property of the County and shall not be subject to control of any other party to this agreement.

For, and in consideration of the above agreement, the City agrees to provide and pay the salary of its law enforcement officers for the said cooperative activities. It is expressly understood that its said officers shall remain the employees of the City at all times and for all purposes, and shall not be considered an employee or borrowed servant of any other party to this agreement. Likewise, any vehicle or equipment furnished by the City shall remain the property of the City and shall not be subject to control of any other party to this agreement.

Any and all payments made by a governmental entity for services under this contract shall be paid from current revenues.

CONFIDENTIALITY

The parties recognize that the subject of this contract involves the investigation of criminal activity, and, they therefore agree that this contract shall remain confidential to the extent necessary to prevent the compromise of any lawful investigative activities.

POLICIES

The parties agree that the goals and policies of the individual departments shall not be compromised, and shall be adhered to without fail.

LIABILITIES

It is expressly agreed and understood between the parties that nothing in this agreement shall establish any new or different liability against any party hereto. Each participating agency or unit of local government shall remain solely liable for the acts and omissions of its employees, agents, and servants, and nothing in this contract shall operate for the benefit of any third party.

FORFEITURES

Any and all forfeited monies obtained from a joint investigation of the parties shall be divided after the payment of incurred expenses, informant fees, and the District Attorney's share as follows: 50/50 when level of support is equal or near equal; 70/30 when level of support is of substantial difference.

Any and all forfeited property, including vehicles, shall be sold if neither party has any use for same. Proceeds from the sale shall be divided after the payment of incurred expenses, informant fees, and the District Attorney's share as follows: 50/50 when level of support is equal or near equal; 70/30 when level of support is of substantial difference.

Any and all forfeited property, including vehicles, shall be available for use by either party unless both parties agree to other arrangements.

EQUIPMENT

A special storage and maintenance location for acquired, obtained, or provided equipment shall be provided by the agencies entering into this agreement.

By mutual agreement of the administrators to this agreement, a designee shall be appointed for the maintenance and distribution of said equipment.

At the termination of this agreement, any and all property, equipment. or financial assets mutually obtained during the effective period of this agreement shall be divided equally between the parties.

ITEM #6.

TERMINATION

This agreement shall be subject to termination at any time upon thirty (30) day written notice by any party.

The term of this agreement shall be one (1) year beginning on the _____ day of _____ 2022. Upon its expiration, this agreement shall be subject to annual automatic renewal for a one (1) year term provided that it is not expressly terminated as set forth above.

Signed and executed this _____ day of _____, 2022.

ATTEST:

Laura Richard, County Clerk

FORT BEND COUNTY, TEXAS:

KP George, Fort Bend County Judge

Date: _____

BAY CITY, TEXAS

Bay City Mayor

Date: _____

ATTEST:

Bay City, Secretary

City Manager

Date: _____

Reviewed:

Christella Rodriguez

Bay City, Chief of Police

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES RELATING TO SECTION 14-5 OF CHAPTER 14 “ANIMALS”, ARTICLE I (IN GENERAL); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 14 of the Bay City Code of Ordinances regulates certain animals, and declares certain animal care practices to be nuisances; and

WHEREAS, this ordinance amends Article I of Chapter 14 to clarify the maximum number of swine to be kept by any person in the City of Bay City;

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

1. That Section 14-5, Chapter 14, Article I of the City Code of Ordinances is hereby amended by adding the bold and underlined text as follows:

Sec. 14-5. - Prohibited animals.

(a) It shall be unlawful and a public nuisance for any person to place or keep upon any premises situated within the corporate limits of the city:

(1) Swine, except **two or fewer** domesticated pot belly pigs; or

(2) Any receptacle similar to a pigeon roost designed or used for roosting or collecting pigeons, unless the pigeons are completely penned.

(b) It shall be unlawful and a public nuisance for any person to place or keep upon any premises situated within the corporate limits of the city any receptacle similar to a pigeon roost designed or used for roosting or collecting pigeons, unless the pigeons are completely penned.

2. That all ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

3. That it is the intention of the City Council that this ordinance shall become a part of the Code of the City of Bay City, Texas, and it may be renumbered and codified therein accordingly, in the manner approved by the City Attorney. The Code of the City of Bay City, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

4. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor. In addition to any other remedy provided by law, the City and its officers shall have the right to enjoin any violation of this ordinance by injunction or civil remedy issued by a court of competent jurisdiction.

5. That the City Secretary shall publish the caption or a descriptive title of this ordinance one time within 10 days after final passage of the ordinance in a newspaper of general circulation in the City of Bay City.

6. That if any provision of this ordinance, or the application thereof to any person or circumstances, shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect

without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

7. That the provisions of this ordinance shall become effective 10 days after final passage and approval by the City Council of the City of Bay City, Texas.

PASSED AND APPROVED on this 6th day of December, 2022.

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

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary
City of Bay City, Texas

Anne Marie Odefey, City Attorney

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Robert K. Nelson Mayor	_____	_____	_____
Floyce Brown	_____	_____	_____
Jim Folse Mayor Pro Tem	_____	_____	_____
Brad Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____
Blayne Finlay	_____	_____	_____



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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:** 11/30/2022
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 12/06/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Director of Public Works
For City Staff Only

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

Agenda Content:

DISCUSS, CONSIDER, AND/OR ADOPT A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD UNDER ELIGIBLE PROGRAMS, INCLUDING THE DRINKING WATER STATE REVOLVING FUND.

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 will be submitting an application to the Texas Water Development Board (TWDB) to assist with obtaining funding in an effort to make critical improvements to the City's water systems. These improvements will include upgrades to our existing water plants and water distribution system.

The Public Works Department along with Garver Engineering has been working together to analyze the total efficiency of the City's water systems to determine what improvements are necessary. Once collection of all the necessary supporting documentation is complete, we will proceed with submitting the application to the TWDB for approval of funding assistance. Once the application is received by TWDB, it will be reviewed over a 90-day period at which time the City will receive notification of their decision. The amount the City is applying for is \$26,625,000.

Proposed Projects:

- Arsenic Removal and Water Plant Improvements (6th/Ave I WP and Katy WP) - \$7,700,000
- Liberty Elevated Storage Tank Rehab or Decommission - \$3,675,000
- Water Main Replacement Program – \$15,250,000

Projects that have been identified include addressing arsenic removal & improvements to the 6th & Ave I Water Plant, rehab or decommission of the Liberty elevated storage tank, and water main rehab/replacements throughout the City. It is staff's recommendation to adopt this resolution so the City can move forward with submitting an application to the TWDB.

RESOLUTION NO. R-2022-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER
DEVELOPMENT BOARD UNDER ELIGIBLE PROGRAMS, INCLUDING THE
DRINKING WATER STATE REVOLVING FUND

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §
CITY OF BAY CITY §

WHEREAS, the City Council of the City of Bay City, Texas (the “City”) hereby finds and determines that there is a need for the City to apply for financial assistance from the Texas Water Development Board (the “TWDB”); and

WHEREAS, the City Council of the City desires to authorize the submission of an application for financial assistance to the TWDB under one or more programs for which it would be eligible to receive funding, including particularly the Drinking Water State Revolving Fund;

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

Section 1. An application is hereby approved and authorized to be filed with the TWDB seeking financial assistance in an amount not to exceed \$26,625,000 to provide for eligible costs for improvements to and the equipment of the City’s water system, including [(i) the design, construction, and equipment of treatment facilities at City well sites, (ii) the evaluation, design, construction, rehabilitation, replacement, and equipment of elevated storage tanks, (ii) design, construction, rehabilitation, replacement, and equipment of water lines and other water infrastructure, (iii) design, construction, rehabilitation, replacement, and equipment of existing water mains and related infrastructure, and (vi) the costs of issuance related to the financial assistance.]

Section 2. Shawna Burkhart, City Manager, Barry Calhoun, Director of Public Works, and Scotty Jones, Finance Director, are hereby designated the authorized representatives of the City for purposes of furnishing such information, executing such documents, and making such appearances as may be required in connection with the preparation and filing of such application for financial assistance and with complying with the rules of the TWDB.

Section 3. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City before any hearings held by the TWDB on such application, to-wit:

Financial Advisor
James Gilley
U.S. Capital Advisors LLC
300 W. 6th Street, Suite 1900
Austin, TX 78701
512.813.1110

Bond Counsel
Jonathan K. Frels
Eryn Roberts
Bracewell LLP
711 Louisiana Street Suite 2300
Houston, TX 77002
713.221.1599

Engineer
Daniel N. Olson, P.E.
Garver, LLC
12141 Wickchester Lane, Suite 200
Houston, TX 77079
713.395.4277

PASSED AND APPROVED this 6th day of December, 2022.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

[SEAL]

APPLICATION AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Shawna Burkhart, City Manager of the City of Bay City, Texas (the “City”), as the authorized representative of the City, who being by me duly sworn, upon oath says that:

1. the decision by the City to request financial assistance from the Texas Water Development Board was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act;
2. the information submitted in the application is true and correct according to my best knowledge and belief.;
3. to the best of my knowledge and belief, the City has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessments or other enforcement or compliance actions of any kind or nature by or from the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government; except for the following: TCEQ violation whereas the City excited the maximum contaminant level (MCL) for arsenic in the water supplied to customers;
4. the City warrants compliance with the representations made in the application in the event the Texas Water Development Board provides the financial assistance; and
5. the City will comply with all applicable federal laws, rules and regulations, the laws of the State of Texas, and all rules and regulations of the Texas Water Development Board.

Shawna Burkhart
City Manager
City of Bay City, Texas

SWORN TO AND SUBSCRIBED, BEFORE ME, by Shawna Burkhart, City Manager of the City of Bay City, Texas, this _____ day of December, 2022.

(NOTARY SEAL)

Notary Public
STATE OF TEXAS

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §

I, the undersigned officer of the City Council of the City of Bay City, Texas, hereby certify as follows:

1. The City Council of the City of Bay City, Texas, convened in a regular meeting on the 6th day of December, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|-------------------|--|
| Robert K. Nelson | Mayor |
| Floyce Brown | Council Member, Position No. 1 |
| James Folse | Mayor Pro Tem and Council Member, Position No. 2 |
| Brad Westmoreland | Council Member, Position No. 3 |
| Becca Sitz | Council Member, Position No. 4 |
| Blayne Finlay | Council Member, Position No. 5 |

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. R-2022-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD UNDER ELIGIBLE PROGRAMS, INCLUDING THE DRINKING WATER STATE REVOLVING FUND

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 6th day of December, 2022.

City Secretary
City of Bay City, Texas

[SEAL]



CITY OF BAY CITY
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AGENDA ITEM SUBMISSION FORM

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Requestor Name: Lopez, Gabriel **Date Submitted:** 11/30/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 12/06/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Engineering Technician - 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 APPROVE THE SELECTION OF ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO GRANTWORKS TO COMPLETE THE APPLICATION AND PROJECT IMPLEMENTATION FOR THE CITY OF BAY CITY 2023-2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDED AND ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

Executive Summary of Item:

The City of Bay City plans to apply to the 2022-2023 Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund improvements to the City's infrastructure that is currently identified in the City's Capital Improvements Plan. The plan is to use these funds to improve the water distribution system in the northwest quadrant of the City.

This agenda item is to select administration services as required per all CDBG grants. The City of Bay City solicited proposals for these services and proposals were due November 7, 2022. A Selection Review Committee was appointed to review all proposals to select a grant administrator.

Two firms submitted proposals for this project, GrantWorks and Langford Community Management Services. GrantWorks was selected by the Selection Review Committee based on the scoring criteria and it is the Committee's recommendation to award GrantWorks administration services for this grant.

Scoring Summary

ITEM #10.

Contractor Locality City of Bay City

Grant CDBG 2023-2024

*Please note: If only one submission was received for either service, the submission does not need to be scored. Please just make a note below.

Administrative Firm	Total Score
Grant Works	$98+93+96+93=380$
Langford	$88+83+87+80=338$

Engineering Firm	Total Score
Urban Engineering	$98+94+93+98=383$
Lynn Engineering	$96+95+90+94=375$
Civil Corp	$88+91+89+88=356$

Signature:  _____
Any member of the Selection Review Committee may sign.

Date: 11/30/2022

RESOLUTION R-2022-_____

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER FOR THE 2023-2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED AND ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA).

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

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

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

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

Section 1. That **GrantWorks** is selected to provide application and project-related **administration services** for 2023-2024 TxCDBG program(s).

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED on first and final reading this _____day of December 2022.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

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



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

AGENDA ITEM SUBMISSION FORM

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

Requestor Name: Lopez, Gabriel **Date Submitted:** 11/30/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 12/06/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Engineering Technician - 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 APPROVE THE SELECTION OF ENGINEERING/SURVEYING SERVICE PROVIDER TO URBAN ENGINEERING TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF BAY CITY'S 2023-2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ADMINISTERED BY THE TEXAS DEPARTMENT OF AGRICULTURE.

Executive Summary of Item:

The City of Bay City plans to apply to the 2022-2023 Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund improvements to the City's infrastructure that is currently identified in the City's Capital Improvements Plan. The plan is to use these funds to improve the water distribution system in the northwest quadrant of the City.

This agenda item is to select engineering services as required per all CDBG grants. The City of Bay City solicited statement of qualifications for these services and qualifications were due November 7, 2022. A Selection Review Committee was appointed to review all qualifications to select an engineering firm.

Three firms submitted qualifications for this project, Urban Engineering, CivilCorp and Lynn Engineering. Urban Engineering was selected by the Selection Review Committee based on the scoring criteria and it is the Committee's recommendation to award Urban Engineering for this grant.

Scoring Summary

Contractor Locality City of Bay City

Grant CDBG 2023-2024

*Please note: If only one submission was received for either service, the submission does not need to be scored. Please just make a note below.

Administrative Firm	Total Score
Grant Works	98+93+96+93=380
Langford	88+83+87+80=338

Engineering Firm	Total Score
Urban Engineering	98+94+93+98=383
Lynn Engineering	96+95+90+94=375
Civil Corp	88+91+89+88=356

Signature: 
Any member of the Selection Review Committee may sign.

Date: 11/30/2022

RESOLUTION R-2022-_____

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER FOR THE 2023-2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED AND ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA).

WHEREAS, participation in TxCDBG program(s) requires implementation by professionals experienced in the engineering of federally-funded projects;

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

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

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

Section 1. That **Urban Engineering** be selected to provide application and project-related **professional engineering/architectural services** for 2023-2024 TxCDBG program(s).

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of TxCDBG funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED on first and final reading this _____day of December 2022.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

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



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Requestor Name: Lopez, Gabriel **Date Submitted:** 11/30/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 12/06/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Public Works Engineering Technician
For City Staff Only

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

Agenda Content:

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION AUTHORIZING SUBMISSION OF THE MIT-MOD APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR THE CITY OF BAY CITY.

Executive Summary of Item:

The H-GAC has been allocated funds to distribute to counties and cities in the H-GAC region based on objective factors: disaster damage, household impacted, low-to-moderate income population, population in the floodplain. Bay City is directly receiving a portion of these funds. The GLO requires that at least half of the funds in H-GAC's Method of Distribution must be for projects that benefit at least 51% Low-to-Moderate Income population. Focus is to be on developing projects that address flood mitigation needs at the regional or watershed level.

Grant Budget: \$3,189,453 allocation

RESOLUTION R 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF BAY CITY TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD) APPLICATION TO THE GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY’S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN THE CDBG-MIT MOD PROGRAM.

WHEREAS, the City of Bay City desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety and welfare; and

WHEREAS, it is necessary and in the best interests of to apply for funding under the CDBG-MIT MOD Program;

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

- 1. That a CDBG-MIT MOD application is hereby authorized to be filed with the Texas General Land Office (GLO) for funding consideration under the CDBG-MIT Method of Distribution Funds.
- 2. That the application be for up to \$3, 189,500 of grant funds to provide drainage improvements.
- 3. That the Mayor and City Manager are designated as the Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and participation in the CDBG-MIT MOD Program.
- 4. That the Mayor and City Manager are designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
- 5. That the City’s grant administrator, GrantWorks, Inc., is authorized to complete and submit the application on behalf of the City.
- 6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
- 7. That contributing funds in the amount of up to \$0.00 in cash are committed by the City of Bay City toward construction activities.

PASSED AND APPROVED on first and final reading this _____day of December 2022.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

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



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: Lopez, Gabriel **Date Submitted:** 11/30/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 12/06/2022
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 APPROVE CITIZEN PARTICIPATION PLAN FOR THE CITY OF BAY CITY

Executive Summary of Item:

The H-GAC has been allocated funds to distribute to counties and cities in the H-GAC region based on objective factors: disaster damage, household impacted, low-to-moderate income population, population in the floodplain. Bay City is directly receiving a portion of these funds. The GLO requires that at least half of the funds in H-GAC's Method of Distribution must be for projects that benefit at least 51% Low-to-Moderate Income population. Focus is to be on developing projects that address flood mitigation needs at the regional or watershed level.

Grant Budget: \$3,189,453 allocation

**THE CITY OF BAY CITY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK
GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD)
PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office (GLO) Community Development Block Grant Mitigation Method of Distribution (CDBG-MIT MOD) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Bay City, 1901 Fifth Street, Bay City, Texas 77414, (979) 245-2137, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT MOD project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT MOD project(s), whether it is a proposed, ongoing, or completed CDBG-MIT MOD project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor, at 1901 Fifth Street, Bay City, Texas 77414 or may contact (979) 245-2137.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT MOD program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT MOD funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT MOD funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG-MIT MOD funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT MOD funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT MOD funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT MOD funds
 - c) the estimated amount of the CDBG-MIT MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons
 - d) if applicable, the proposed CDBG-MIT MOD activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - Certified mail
 - Electronic mail or fax
 - First-class (regular) mail
 - Personal delivery (e.g., at a Council of Governments [COG] meeting)

PUBLIC HEARING PROVISIONS (IF APPLICABLE)

If a public hearing is scheduled and conducted by a CDBG-MIT MOD applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a) The amount of CDBG-MIT MOD funds available per application;
 - (b) The range of activities that may be undertaken with the CDBG-MIT MOD funds;
 - (c) The estimated amount of the CDBG MIT-MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

- (d) The proposed CDBG-MIT MOD activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
- 2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- 3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
- 4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
- 5. Town may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
- 6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Robert K. Nelson, Mayor
City of Bay City

Date

LA CIUDAD DE BAY CITY
PLAN DE PARTICIPACIÓN DEL CIUDADANO
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE COMMUNITY
DEVELOPMENT BLOCK GRANT MITIGACIÓN DE MÉTODO DE DISTRIBUCIÓN
(CDBG-MIT MOD)

PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-MIT MOD) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en la ciudad de Bay City, 1901 Fifth Street, Bay City, Texas 77414, (979) 245-2137o durante las horas de negocio.

A continuación, se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-MIT MOD.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-MIT MOD, si se trata de un proyecto (s) CDBG-MIT MOD propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al 1901 Fifth Street, Bay City, Texas 77414 o puede llamar a (979) 245-2137.
2. Una copia de la queja o queja será transmitida por el Alcalde de la ciudad a la entidad que es el sujeto de la queja o queja y al Abogado de la ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida .
3. El Alcalde de la ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-MIT MOD para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se le solicite, la ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-MIT MOD. La Ciudad basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

La ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-MIT MOD. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particular por personas de ingresos bajos y moderados que residen en áreas de tugurios o áreas deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT MOD;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT MOD por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo, pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT MOD que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT MOD
 - c) el monto estimado de los fondos CDBG-MIT MOD que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si procede, las actividades propuestas de CDBG-MIT MOD que puedan resultar en desplazamiento y el plan de desplazamiento y deslocalización de la entidad
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - Correo certificado
 - Correo electrónico o fax
 - Correo de primera clase (normal)
 - Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA (SI ES APLICABLE)

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT MOD, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a) La cantidad de fondos de CDBG-MIT MOD disponibles por solicitud,
 - b) El rango de actividades que se pueden realizar con los fondos de la CDBG-MIT MOD;

- c) El monto estimado de los fondos de CDBG-MIT MOD propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d) Las actividades propuestas de CDBG-MIT MOD que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
 3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
 4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
 5. La ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
 6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Robert K. Nelson, Alcalde
La Ciudad de Bay City

Date

DISCUSS, CONSIDER, AND/OR APPROVE FINANCIAL POLICY AND PROCEDURES



EXECUTIVE SUMMARY

GLO MIT MOD APPLICATION- FINANCIAL POLICY

BACKGROUND: Federal grant applications are now requiring financial policies to ensure that internal controls are in place along with procedures for grant payments.

The City of Bay City has been allocated up to \$3.1 million from the General Land Office. This policy will be included in the upcoming application.

Recipients are responsible for ensuring local processes are in place to ensure proper disbursements of funds as it relates to federal dollars. The policy can then be cross walked (make connection between local and federal processes) to the Uniform Guidance for federal awards - 2 CFR Part 200.

RECOMMENDATION: Staff recommends City Council approve the financial policy for the disbursement of local, state, and federal funds.

ATTACHMENTS: Financial Policy (Emphasis on Grant Disbursements)

CITY OF BAY CITY



SHAWNA BURKHART
CITY MANAGER

CITY COUNCIL

ROBERT K. NELSON
MAYOR

JIM FOLSE
MAYOR PRO TEM

ANNE MARIE ODEFEY
CITY ATTORNEY

JEANNA THOMPSON
CITY SECRETARY

BLAYNE FINLAY
BRAD WESTORELAND

FLOYCE BROWN
BECCA SITZ

FINANCIAL POLICY AND PROCEDURES

INTRODUCTION

The purpose of financial management policies is to provide sound guidelines in planning the City's financial future. The City of Bay City considers the expenditure of funds to be an important responsibility and requires all persons involved with the purchase of goods or services to exercise good judgment in spending taxpayers' money.

SCOPE OF AUTHORITY

The Director of Finance under the direction of the City Manager is responsible for the expenditure of all City funds.

Financials

A. Bank Depository

The City maintains funds in two Banks designated as its depositories for banking services. The City Council reviews the selection every three years unless circumstances deem otherwise.

B. Accounts Payable

All checks, vouchers, or warrants for the withdrawal of money from the city depository shall be signed by the Director of Finance, or his/her deputy, and countersigned by the Mayor or Mayor Pro Tem. All checks require two authorized signatures. No exceptions.

C. Accounting

The Director of Finance is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position. The Director of Finance shall provide financial reports to the City Council quarterly.

D. Audit of Accounts

An independent audit of City accounts is performed annually. The Auditor is retained by and is accountable directly to the City Council. The City Council reviews the selection annually unless circumstances deem otherwise.

E. Internal Controls

Whenever possible, written procedures will be established, maintained, and assessed per 2 CFR 200.303 by the Director of Finance for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Whenever possible, the City ensures duties and responsibilities are segregated so that no one individual has complete authority over a financial transaction.

PROCEDURES FOR DISBURSEMENT OF CITY FUNDS

1. Input Invoice into Record Keeping System

The City of Bay City uses the Tyler Technology system for tracking invoices. A purchase order is issued once the Finance Department receives a purchase requisition and then prepares a purchase order which is entered into the Accounts Payable computerized accounting system where purchase orders, vendor and invoices can be tracked. All checks and invoices are accounted for and summarized in the monthly and quarterly financial statements.

2. Review of Invoices

The Finance Office reviews invoices, ensures proper coding on the invoice, and reviews for authorized approvals of each invoice. The Finance office then issues checks for the invoices through secured electronic signature of the Mayor and Finance Director.

3. Timeline for Payment

The City of Bay City's standard timeframe for issuing payment is net 30 days. Grant payments are made within 5 days from receiving funds if the invoice was not paid prior to any federal funds being deposited.

4. Issue Payment

The Finance Director and Mayor are authorized to sign checks that are prepared by the Accounts Payable Clerk. Two signatures are required on all checks. A check register is submitted to City Council for approval at least quarterly.

5. Payment Reconciliation

The Finance staff reconciles the bank statements monthly with approval of the Finance Director.

6. Record Keeping

The Finance staff documents all expenditures. These records are available for inspection and review for as long as retention of these records are required by State or Federal Law. A copy of the check, purchase order, requisition and invoices are kept together in the vendor file by the Accounts Payable Clerk.

PROCEDURES FOR GRANT PAYMENTS

1. Invoice is received and, if necessary, a request for payment is prepared by grant consultant and proper signatures obtained from Mayor, City Manager, and/or, Finance Director as authorized in original grant approval. The Finance staff reviews the invoice and compares it to the grant budget.
2. Invoice must be approved by the Director of Finance and City Department Head that is involved in the grant implementation. Approval is acknowledged by initialing the original invoice or through Council action.
3. Once grant funds are received and invoice approval acknowledged by signature on the original invoice, a demand check is entered into the system by the Finance Director's office, then printed and disbursed by the Accounts Payable Clerk. Both Mayor and Finance Director signature appear on the approved checks. Checks are then disbursed to the appropriate vendors. The Finance Director is responsible for ensuring that checks are signed and disbursed within five (5) calendar days for the Texas Department of Agriculture and three (3) calendar days for the Texas General Land Office of receiving grant funds.
4. Copies of the request for payment, invoice, canceled check copy and bank statement showing receipt of grant money is retained in the grant file in the Director of Finance office.

The City Manager and Finance Director authorize payments and issuance of checks. Two signatures required on each check by the Director of Finance, or his/her deputy, and countersigned by the Mayor or Mayor Pro Tem. The Finance staff is responsible for reconciling the monthly bank statements.

CASH MANAGEMENT AND DISBURSEMENT - TIMELY EXPENDITURES

The City shall make timely payments to vendors and minimize the time between transferring funds from the State Treasury and disbursement of funds to vendors in compliance with the terms and conditions of the federal contract, grant, regulation, or statute.

To ensure vendor compliance, invoices/pay applications/pay estimates will be reviewed for accuracy for such items but not limited to change order approvals, outstanding lien/payments to subcontractors, labor standards, and verification of work completed as invoiced prior to disbursement or request for funds from State Agency. The City shall notify a vendor of an error in an invoice submitted for payment by the vendor.

ADVANCE PAYMENT PROCEDURES

All advanced payments using federal grant funds will be disbursed within five (5) business days from the date of the transfer of funds in accordance with 2 CFR 200.305(b), and in accordance with the provisions in the contract with the vendor.

Advance payments of federal grant funds will be deposited and maintained in a separate general ledger/fund account. The City will maintain advance payments of federal awards in interest-bearing accounts, unless one or more of the following apply: City receives less than \$120,000 in Federal awards per year; the City is not expected to earn interest in excess of \$500 per year on Federal cash balances; or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (2 CFR 200.302(b)(6) and 200.305)

These Policies and Procedures are implemented through of the City of Bay City’s administrative team of:

City Manager- Shawna Burkhart

Director of Finance- Scotty Jones

These Policies and Procedures are passed and approved by the City of Bay City through the City Council on December 6, 2022.

Robert K. Nelson, Mayor
City of Bay City

Date

~DISCUSS, CONSIDER, AND/OR APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS MATAGORDA COUNTY, TEXAS, MATAGORDA COUNTY EMERGENCY MEDICAL SERVICES, MATAGORDA COUNTY HOSPITAL DISTRICT, AND BAY CITY INDEPENDMENT SCHOOL DISTRICT REGARDING USE OF THE PUBLIC SAFETY COMMUNICATIONS SYSTEM (INFRASTRUCTURE) OWNED BY THE CITY OF BAY CITY



EXECUTIVE SUMMARY

INTERLOCAL AGREEMENT – COMMUNICATION SYSTEM (RADIOS)

BACKGROUND:

On September 25, 2007, Harris County and the City entered into an agreement (Amended in 2021). This agreement provides the City’s access to Harris County’s communications system—and allows communication among various public safety agencies. The City owns the infrastructure that connects the radio system to the users. (Tower, Fiber)

Because Harris County bills the City directly, historically the City has billed the users of the system annually. Costs are allocated based on radio count as shown on Exhibit B in the interlocal attached.

This proposed Interlocal puts the “old handshake agreement” on paper. There are 3 main parts of the billing: infrastructure costs (including maintenance and repair), fiber line costs (AT & T bills this to City directly) and system maintenance costs (Harris County Bill). There is a 4th cost listed as miscellaneous because the master agreement with Harris County has some ambiguous costs that it could bill out, but that has never happened. See (2.D-2.G in the proposed interlocal)

The County is billed directly by Harris County for maintenance costs; however this agreement addresses radio administration duties, infrastructure repairs, access to the tower site, and reimbursement of costs outside of Harris County's bill to the City.

What's different than practice: All entities under this agreement are proposed to share in infrastructure costs/repairs—not just City and County.

FINANCIAL IMPLICATIONS:

Harris County bills the City annually. Other users of the system reimburse the City based on an allocation (radios). The most recent Harris County annual bill was \$33,014 excluding Matagorda County. The City pays approximately 56% or \$18,353 of the maintenance agreement. Other entities such as EMS, Matagorda Hospital and BCISD contribute the rest.

Fiber Costs are approximately \$13,300 with costs shared by all entities based on # of radios on the system. The City's net impact is approximately \$3,200 (24%) after reimbursed.

IMPACT ON COMMUNITY SUSTAINABILITY: This enables all law enforcement agencies to communicate through the same system and share in infrastructure cost.

RECOMMENDATION: Staff recommends City Council approve the Interlocal Agreement.

ATTACHMENTS: Interlocal Agreement

**INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY COMMUNICATIONS SYSTEMS**

THE STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between the City of Bay City, Texas (the “City”), acting by and through its governing body, the Bay City City Council, and Matagorda County (“County”), Matagorda County Emergency Medical Services (“EMS”), Matagorda County Hospital District (“Hospital”) and Bay City Independent School District (the “District”), acting by and through each of their governing bodies and in accordance with the Interlocal Cooperation Act Tex. Gov’t Code §§ 791.001, *et. seq.*, as amended.

RECITALS:

The City participates in a public safety trunked radio system that is licensed by the Federal Communications Commission (the “FCC”), through an interlocal contract with Harris County which permits radio communications and transmissions via radio units “Radio System,” and attached and incorporated herein as Exhibit “A”;

Harris County operates the Radio System which builds, procures, hosts and/or administers mobile technologies including mobile applications, devices and supporting equipment;

The City acts as a conduit with Users (defined below) to obtain access to the Radio System in order to communicate among various public safety units;

The City, County, EMS, Hospital and District participate as “Users” in the Radio System;

The City and County also act as a conduit for others shown in the attached Exhibit “B”;

The City is contracting herein with each User in the Radio System for the services described herein.

In addition to the Radio System, the City owns the infrastructure that is an integral part of connecting Radio System to the Users “City Infrastructure”, for which the Users participate in cost sharing;

The City Infrastructure consists of fiber lines of service, communication towers and incidental equipment shown in part on Exhibit “C”;

Apart from the City Infrastructure, the County operates a communication tower in the Palacios area (“Palacios Tower”) that is tied into the City Infrastructure.

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

TERMS:

1. City agrees to maintain its interlocal agreement in effect for the Harris County communications system and that during that time and through that system, all entities shall be provided the following services:

A. Allow the User to have access to the Harris County Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System operated by Harris County, which includes the following;

i. Provide by December of each year to the City’s Radio Coordinator the total number of radios allocated to the User identified in the attached Exhibit “B” . Both the City and County Radio Coordinators shall maintain an audited radio identification number list. All Users shall work together to assist and maintaining an accurate Radio Unit account for their allocated Radio Units.

ii. Upon being notified that one or more of the User’s Radio Units have been lost or stolen, User shall report to the designated Radio Coordinator listed on Exhibit “B” immediately. Upon notification, County and City Radio Coordinator’s shall work together and develop a process to notify Harris County of the lost or stolen Radio Unit.

B. To the extent needed and available through Harris County, provide installation and repair services to equipment used on the Radio System. This is provided to Users through a maintenance contract between Harris County and City that is part of the billing herein.

C. For consideration of grant writing by the County for the benefit of the public safety radio system, the City will apply an off-set credit of \$2,000 per year against any allocated charges as provided for in paragraphs 2.D.-2.G. For this consideration, the County will work with the City to prioritize grant projects for potential grant applications. No credit will be given in years where no application is made.

2. During the term of this Agreement, the User agrees to:

A. Affirm that Harris County and City assumes no cost or responsibility for providing the Radio Units that will have access to Harris County’s Radio System;

- B. Notify the designated Radio Coordinator listed on Exhibit “B” that one or more of its Radio Units have been lost or stolen IMMEDIATELY, but no later than within twenty-four (24) hours of determining that the Radio Unit has been lost or stolen;
 - C. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC and promulgated administrative rules of Harris County.
 - D. Pay its pro rata share of infrastructure costs, including any maintenance and repairs thereto, for the City Infrastructure to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the supporting invoices from any vendor that performs work during the year. Capital Costs > \$25,000 shall be disclosed and shared with entities prior to July 1 of each year the allocated estimated cost in order to assist in budget planning.
 - E. Pay its pro rata share of maintenance costs, if applicable, that is billed by Harris County to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the original statement of account from Harris County.
 - F. Pay its pro rata share of fiber costs billed by AT & T to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the original statement of account from AT&T.
 - G. Pay its pro rata share of miscellaneous costs billed by Harris County to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the original statement of account from Harris County.
3. City and County expressly agree as follows:
- A. The City and County shall each designate a Radio Coordinator. The City and County shall ensure that their designee is properly trained in radio administration. (i.e programming, add, remove, and suspend radios, etc.)
 - B. The City and County Radio Coordinator shall certify each year that the radio count is accurate and has been compared to the Harris County System for accuracy.
 - C. The City and County Coordinator shall develop a process to determine radio reporting methods by which all users of the system shall report radio activity. (i.e. lost or stolen, # of radios of record, radio contact- City or County). These processes shall be reviewed annually.

D. The City’s Radio Coordinator should be notified if access is needed to the radio tower. Access to the tower site must be accompanied by at least 1 member of City staff to ensure safety. It is encouraged that Radio Coordinators work together when updates, repairs, and / or maintenance is needed on the towers.

E. To the extent needed, both County and City Radio Coordinators shall be trained and share equipment in order to recalibrate, repair, or maintain radios as part of the Radio System.

F. Exhibit “B” may change annually depending on updated radio count which shall be performed annually on or before December 1 by the Radio Coordinators. The updated Exhibit shall be incorporated annually in any renewal of this Agreement.

4. It is expressly understood that the City neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the City acts as the conduit to provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the Radio System.

5. It is expressly understood and agreed that the City is passing through the costs of the Radio System without mark-up to the Users. Users agree to pay the amount billed and if any later reconciliation occurs wherein the User is entitled to a credit for any reason, City shall account to the User for the credit. The City maintains no control over the user fees of the Radio System and all parties agree that they have collectively agreed to use of this particular system and if it desires to change, it must be done in a collective manner. As a material term of this Agreement, Users agree to and acknowledge the terms of the Interlocal Agreement between the City and Harris County attached hereto as Exhibit “A”.

6. The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms for a maximum of five (5) years unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement, subject to the provisions of the preceding paragraph. Notwithstanding the preceding, this Agreement terminates immediately if all or substantially all of the authorization held by the City or the User is revoked by the FCC or its successor agency.

7. All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

City: City of Bay City, Texas
1901 5th Street
Bay City, Texas 77414
Attention: City Manager

Matagorda County: Matagorda County, Texas
1700 7th Street, Room 301
Bay City, Texas 77414
Attention: County Judge

Matagorda County Hospital District: Matagorda County Hospital District
104 Seventh Street
Bay City, Texas 77414
Attention: CEO/Administrator

Bay City Independent School District: Bay City ISD
520 7th Street
Bay City, Texas 77414
Attention: Superintendent

EMS: Matagorda County Emergency Medical Services
P.O. Box 2775
Georgetown, Texas 78627
Attention: _____

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

8. This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is the State Courts of Matagorda County, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

9. The User will pay its obligations hereunder from available current revenues. User shall have the right to cancel this Agreement at the end of any current fiscal year of the entity if funds are not allotted for the next fiscal year to continue this Agreement.

10. This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties.

11. This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

City of Bay City, Texas

Matagorda County, Texas

By: _____
Robert K. Nelson, Mayor

By: _____
Nate McDonald, County Judge

Date approved: _____

Date approved: _____

Matagorda County Hospital District

Bay City Independent School District

By: _____
J. Warren Robicheaux, CEO

By: _____
Dwight H. McHazlett, Superintendent

Date approved: _____

Date approved: _____

EMS
Matagorda Emergency Medical Services

By: _____
Printed Name: _____
Title: _____

Date approved: _____



UNIVERSAL SERVICES ★ HARRIS COUNTY

MG Richard J. Noriega (Ret), Executive Director & CIO



Information Technology



Public Safety Technology



Fleet

July 28, 2021

Mr. Scotty Jones, Finance Director
City of Bay City
1901 5th Street
Bay City, TX 77414

REF: Agreement between Harris County and City of Bay City for use of Harris County's 800 Megahertz Radio System

Dear Mr. Jones:

Attached please find one (1) fully executed agreement related to the above referenced matter. Harris County has retained a copy for our records.

Should you have any questions or require any additional information, please do not hesitate to contact Keenan Johnson at 713-274-8840.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard J. Noriega".

MG Richard J. Noriega (Ret)
Executive Director & CIO

RJN/RH/kpj

Enclosures

cc: Robert Howard, Senior Manager, Radio Services
City of Bay City – ILA File
Chron File

July 20, 2021

Approve: E/G

**ORDER OF COMMISSIONERS COURT
Authorizing Interlocal Agreement**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on July 20, 2021, with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
WITH CITY OF BAY CITY**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	✓	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	✓	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	✓	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	✓	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	✓	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement between **Harris County and City of Bay City** for the use of Harris County's communications systems. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY COMMUNICATIONS SYSTEMS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between Harris County, Texas (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and City of Bay City (the "User"), acting by and through its governing body and in accordance with the Interlocal Cooperation Act Tex. Gov't Code §§ 791.001, *et. seq.*, as amended.

RECITALS:

The County owns a public safety trunked radio system that is licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units;

The County operates a Mobility Services Program which builds, procures, hosts and/or administers mobile technologies including mobile applications, devices and supporting equipment;

The User desires to obtain access to the County's communications systems in order to communicate among various public safety units;

The County finds that allowing User access to the County's communication systems will predominantly serve a public purpose;

The County will ensure the public receives a proper return benefit for allowing User access to the County's communication systems; and

The County will retain sufficient control over all network equipment to ensure the public purpose is maintained.

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

TERMS:

I.

For purposes of this Agreement, the following definitions apply:

- A. **Primary Dispatch System:**
A communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;
- B. **Priority Access:**
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;
- C. **SmartZone Regional Radio System:**
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Universal Services;
- D. **Project 25 Regional Radio System:**
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Universal Services;
- E. **Radio System:**
The combination of the SmartZone Regional Radio System and the Project 25 Regional Radio System;
- F. **Radio Unit:**
Mobile, stationary, or portable voice radio communication units communicating among themselves at certain air wave frequencies; and
- G. **System Code Identification Number:**
An identification number that allows Radio Units to gain access to the Radio System to enable the Radio Units to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Units;
- H. **Radio Authentication:**
Radio authentication utilizes the Project 25 TIA102.AACE Link Layer Authentication standard. It is over-the-air compatible with other P25 manufacturer's equipment that incorporates the Link Layer standard. One of the key issues a system manager must address is minimizing the use of unauthorized radios, whether they have been lost or stolen, or have been cloned illegitimately. The Radio Authentication solution provides an extra level of verification, every time a radio registers to the system; and

- I. **Project 25 (P25) Phase 2**
(P25) Phase 2 refers to P25 requirements and standards for a digital Common Air Interface (CAI), Time Division Multiple Access (TDMA) based, which provides one voice channel per 6.25 kHz channel spectrum efficiency. The current standards effort focuses on 2-slot TDMA which provides two voice traffic channels in a 12.5 kHz allocation.
- J. **Interoperable Mobile Applications**
Products and services made available at User's option to access the County's public safety communication systems using various technologies beyond land mobile radio.

II.

The County agrees that during the term of this Agreement, it will provide one or more of the following Services, in accordance with User's signed quote(s):

- A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System, which includes the following;
 - i. Providing the User with a Systems Code Identification Number for a maximum of six hundred (600) Radio Units combined;
 - ii. Upon being notified that one or more of the User's Radio Units have been lost or stolen, attempting to disable the lost or stolen Radio Units;
 - iii. Providing the same level of Priority Access to the Radio System for the User as that afforded the County;
- B. Provide installation and repair services on a Time and Material Basis, to the extent resources are available and solely at its discretion, to equipment used on the Radio System; and
- C. Provide Users with the option to adopt or subscribe to various products and services as part of its Mobility Services Program.

III.

During the term of this Agreement, the User agrees to:

- A. Affirm that the County assumes no cost or responsibility for providing the Radio Units that will have access to the County's Radio System;
- B. Give the County at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of Radio Units that have access to the County's Radio System, or to make changes to interoperable mobile application subscription services. However, notwithstanding the previous sentence, in no event may

the User increase the number of Radio Units above the maximum number of units set forth in Paragraph II (A);

- C. Notify the County that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of determining that the Radio Units have been lost or stolen;
- D. Use the System Code Identification Number described in this Agreement to access the County's radio system as a Primary Dispatch System; and
- E. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC. In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates.

IV.

If the User requests access to the Radio System, the User expressly understands and agrees to pay the County for said access at a rate specified in the Fee Schedule attached hereto and incorporated herein. The User expressly agrees to pay said monthly charges in full after the end of each month during the term of this Agreement, based upon the number of the Radio Units then in service. Should the User change the number of Radio Units in service during a monthly billing period, the monthly charge will be increased or decreased proportionally. Notwithstanding any provision to the contrary, the parties agree that the County may provide such monthly invoices to the User by email sent to a mutually agreed upon email address.

V.

The User expressly understands and agrees to pay the County for the programming of the User's radios for use on the Radio System at a rate specified in the Fee Schedule, attached hereto and incorporated herein, upon initial access to the Radio System. Should the User's Radio Units require maintenance that destroys the original programming referred to above, after such maintenance each radio will be reprogrammed to the standard configuration at the rate specified in the attached Fee Schedule. In any instance in which the County performs Radio Unit programming services, the User agrees to pay the County the entire amount owed for the programming of Radio Units within thirty (30) days of the invoice date of such services.

VI.

If the User desires to gain access to the County’s Radio System for use of any Radio Units, all radios, regardless of Manufacturer, must contain active P25 Phase 2 TDMA and Radio Authentication options. Any radio without these featured options will not be activated.

VII.

To the extent resources are available and solely at its discretion, County may provide radio equipment installation and radio services upon request of the User. If these services are provided, the User agrees to pay the County on a Time and Material basis at the rate specified in the Fee Schedule attached hereto and incorporated herein. The County agrees to invoice the User after the services are rendered, and the User agrees to pay invoices within thirty (30) days of the invoice date. Solely at the discretion of the County, the User may purchase certain additional parts and accessories from the County at a price set by the County. The County agrees to invoice the User after the parts and/or accessories are supplied to the User. The User agrees to pay the invoice within thirty (30) days of the invoice’s date.

It is expressly understood that the County neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the County provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the County.

VIII.

Mobility Services Program: The County provides Users with the option of adopting the following products and services at the rates specified in the Fee Schedule for various interoperable mobile applications (“apps”) and other technologies beyond land mobile radio:

A. Mobile Apps

- i. App licenses- County will bill monthly subscriptions for end user licenses for applications selected by User;
- ii. App administration- includes account creation/deletion, group management, will be bundled into the monthly subscription fee;
- iii. App setup- includes planning and configuration for app deployment;
- iv. App training- end user training of mobile apps;
- v. App support- may be bundled into the monthly subscription or billed separately depending on the application and end user preferences.

B. Equipment

- i. Equipment rental
- ii. Equipment programming and configuration
- iii. Inventory management

The User expressly agrees to pay monthly charges for interoperable mobile applications products and services selected by User in full after the end of each month during the term of this Agreement. Notwithstanding any provision to the contrary, the parties agree that the County may provide such monthly invoices to User by email sent to a mutually agreed upon email address.

IX.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

X.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms for a maximum of five (5) years unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorization held by the County or the User is revoked by the FCC or its successor agency; or
- B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the County by the User is a condition precedent to termination. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

XI.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

XII.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the County agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

XIII.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

XIV.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE COUNTY: All notices and communications must be mailed as follows:

Original to: 1. Universal Services
406 Caroline, 4th Floor
Houston, TX 77002-2027

and

Copy to: 2. Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston, TX 77002-1891
Attention: Clerk of Commissioners Court

FOR THE USER: City of Bay City
1901 5th Street
Bay City, TX 77414
Attention: Scotty Jones, Finance Director

E-Invoicing Address: accounts payable@cityofbaycity.org
sjones@cityofbaycity.org

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail. Notwithstanding any provision to the contrary, the parties agree that the County may provide monthly invoices to the User by email sent to a mutually agreed upon email address.

XV.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

XVI.

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

XVII.

The User will pay its obligations hereunder from available current revenues. User shall have the right to cancel this Agreement at the end of any current fiscal year (fiscal year defined as September 1 through August 31) if funds are not allotted for the next fiscal year to continue this Agreement.

XVIII.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

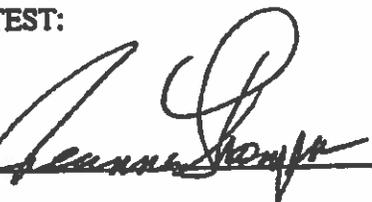
[EXECUTION PAGE FOLLOWS]

CITY OF BAY CITY

By: 
ROBERT K. NELSON
MAYOR

Date: 4-27-21

ATTEST:

By: 

HARRIS COUNTY

By: 
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
20GEN1551

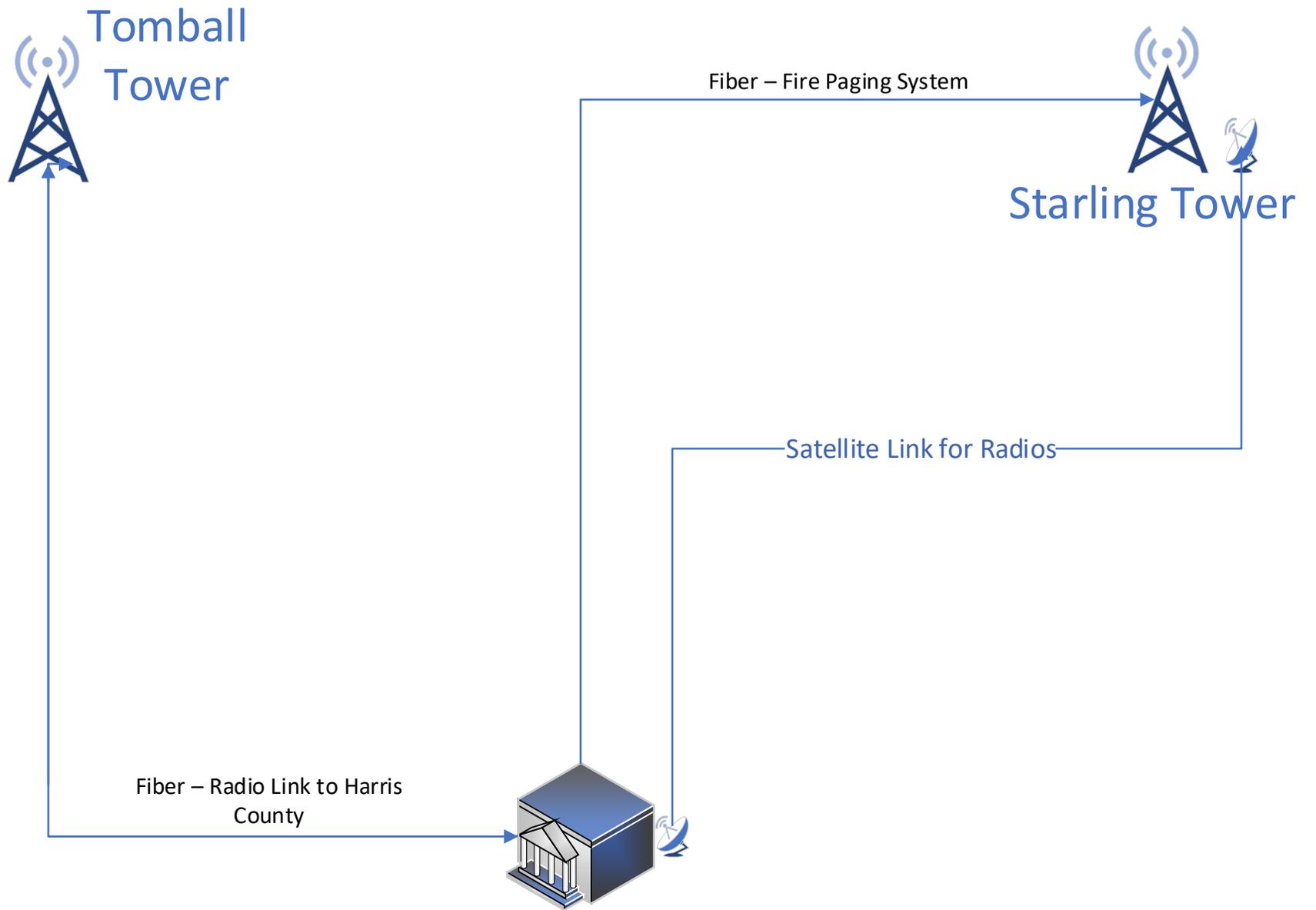
Radio System Maintenance Fee Schedule "Exhibit A"

ITEM #15.

	<u>Fee Basis</u>		<u>Fee</u>
Service Fees - Hourly Labor Rate	Actual billable hours	\$	72.00
Professional Services - Hourly Labor Rate	Actual billable hours	\$	100.00
Flat rate service agreement quoted upon request.			
 System Access			
Primary user (Voice)	Monthly per unit	\$	39.00
Non-Primary user (Voice)	Monthly per unit	\$	15.00
Mobile Digital Terminal	Monthly per unit	\$	12.75
Wave	Monthly per unit	\$	15.00
Operational Use Patch	Monthly per minute	\$	8.00
Radio Management	Yearly per unit	\$	15.00
 Applications			
Response	Monthly per user	\$	8.00
Moxtra	Monthly per user	\$	8.00
Activate	Monthly per user	\$	5.00
Bundled Application Package (Response, Moxtra & Activate)	Monthly per user	\$	15.00
 Programming			
Radio Unit (Voice)			
Portable	One-time based on 0.5 hours	\$	36.00
Mobile	One-time based on 0.5 hours	\$	36.00
 Template Creation			
Template Update	Update Existing Template	\$	72.00
Template 03 (Three Zone Max)	One To Three Zone Plus Interop & QC	\$	216.00
Template 10 (Four to Ten Zone)	Four To Ten Zone Plus Interop & QC	\$	360.00
Template 11+ (Eleven Or More Zone)	Eleven Or More Zone Plus Interop & QC	\$	576.00
 Vendor Support Maintenance Fees			
 Dispatch Wireline Console			
Technical Support	Annual per Dispatch Center	\$	737.35
Infrastructure Repair via Harris County Depot	Annual per Operator Position	\$	272.47
Infrastructure Repair via Harris County Depot	Annual per Dispatch Center	\$	741.99
Infrastructure Repair via Harris County Depot	Annual per AIS	\$	272.47
Pre-Tested SUS	Annual per Dispatch Center	\$	2,218.23
Port Connect Fee (Master Site)	Annual per Dispatch Center	\$	2,618.31
Zone, Subscriber, Backhaul Technical Resources and System Administration (Does not include on-site or 3rd party costs.)	Annual per Dispatch Center	\$	2,565.00
 RF Infrastructure			
Technical Support	Annual per Prime Site	\$	7,599.31
Technical Support	Annual per Site	\$	369.43
Infrastructure Repair via Harris County Depot	Annual per Repeater	\$	245.25
Infrastructure Repair via Harris County Depot	Annual per Prime Site	\$	2,240.38
Infrastructure Repair via Harris County Depot	Annual per Site	\$	741.99
Port Connect Fee (Master Site)	Annual per Site	\$	2,618.31
Zone, Subscriber, Backhaul Technical Resources and System Administration (Does not include on-site or 3rd party costs.)	Annual per Site	\$	2,565.00

Entity	Radio Count	Percent	
City of Bay City	138	19.60%	<u>RADIO COORDINATOR- DAN SHOOK</u>
Matagorda County	397	56.39%	<u>RADIO COORDINATOR- CHRIS PEIKERT</u>
EMS	34	4.83%	<u>RADIO COORDINATOR- DAN SHOOK</u>
Matagorda Hospital	31	4.40%	<u>RADIO COORDINATOR- DAN SHOOK</u>
BCISD	104	14.77%	<u>RADIO COORDINATOR- DAN SHOOK</u>
Total:	704	100.00%	
City of Bay City	138		<u>RADIO COORDINATOR- DAN SHOOK</u>
Bay City PD	78		
Bay City VFD	42		
Gamewardens	12		
DPS	4		
LCRA	2		
Bay City ISD	104		<u>RADIO COORDINATOR- DAN SHOOK</u>
Bay City EMS	34		<u>RADIO COORDINATOR- DAN SHOOK</u>
Lyondell	7		<u>RADIO COORDINATOR- CHRIS PEIKERT</u>
Oxea	22		<u>RADIO COORDINATOR- CHRIS PEIKERT</u>
Matagorda Hospital	31		<u>RADIO COORDINATOR- DAN SHOOK</u>
Matagorda County	285		<u>RADIO COORDINATOR- CHRIS PEIKERT</u>
MCSO	127		<u>All entities below this line report to the County's Radio Coordinator</u>
Varios Offices	11		
Constables	30		
Blessing	6		
Markham	15		
Matagorda	26		
Midfield	20		
Sargent	24		
TPO	9		
VV	15		
Wadsworth	2		
City of Palacios	66		
Palacios PD	28		
Palacios ISD	5		
Palacios VFD	30		
Palacios Hosp	3		

Tidehaven ISD	2
Van Vleck ISD	15
Matagorda ISD	0
TOTAL	704



PD

DISCUSS, CONSIDER, AND/OR APPROVE AMENDING THE DEVELOPMENT FINANCING AGREEMENT BETWEEN REINVESTMENT ZONE NUMBER ONE A, CITY OF BAY CITY, AND SAL HOLDING, LLC TO INCLUDE DESIGN STANDARDS



EXECUTIVE SUMMARY

BACKGROUND:

On March 8, 2022, the TIRZ Board recommended approval of a Development and Financing Agreement (Reimbursement Agreement) between City of Bay City and SAL Holding, LLC for the residential development of Valor Park. It was noted in the minutes that design standards would come back to City Council for approval.

ATTACHMENTS: Proposed Development Standards; Development and Financing Agreement (Reimbursement Agreement) approved on March 8, 2022

Amendment to
Development Financing Agreement By And Between Reinvestment Zone Number One A,
City of Bay City, and Sal Holdings, LLC
VALOR PARK

TO ADD
Supplement Development Standards

Whereas, City of Bay City (“City”) expanded the boundaries of TIRZ #1 by adopting Ordinance No. 1686 on February 22, 2022 (“TIRZ One A”); and,

Whereas, the City and Sal Holdings, LLC (“Developer”) entered into a Development Financing Agreement regarding improvements in TIRZ One A on March 8, 2022 which is being developed as a subdivision called VALOR PARK; and,

Whereas, the City has development standards established in its Code of Ordinances; and,

Whereas, City and Developer has agreed to supplemental development standards for VALOR PARK; and,

NOW THEREFORE, the parties agree as follows:

1. City’s subdivision regulations provide in §98-97 that Developer shall provide sidewalks as directed by the Director of Public Works. City requires Developer shall provide five foot (5’) sidewalks in the Subdivision.
2. Developer has imposed in its restrictions for the Subdivision to provide a minimum of two fixtures to be connected to gas. City additionally requires that the two (2) required fixtures do not include an outdoor kitchen, generator or heating for pool, i.e., the two (2) required fixtures shall be for cooking, air/heat or other regular use of gas.
3. City’s subdivision regulations provide in §98-125 that Developer provide streetlights. City requires that Developer provide that such lights shall be LED in nature.
4. Developer and City agree that Developer shall provide \$40,000.00 in public amenities in the Subdivision that shall be approved by City Council if not a park and said amenities shall be reimbursable pursuant to the reimbursement agreement but shall be maintained by the Homeowner’s Association established by Developer.
5. Developer and City agree that the Property Owner’s Association established by Developer shall maintain any retention or detention ponds, if any, and if the same shall be in the form of a pond, that said pond shall be in some way aerated as approved by the Director of Public Works.
6. Developer and City agree that commercially reasonable efforts will be made to use local contractors and materials.

7. Developer and City agree that Developer shall create a mandatory homeowner’s association as follows:

a. Mandatory Homeowners’ Association.

i. HOA Maintained Improvements. The Developer will create a mandatory homeowners’ association (“HOA”) over the portion of the property then being developed as single family homes (“the “Single Family Property”), which HOA, through its conditions and restrictions filed of record in the property records of Matagorda County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, retention and detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the “HOA Maintained Improvements”).

ii. HOA Maintenance Agreements. Maintenance of any HOA Maintained Improvements on land owned by the City shall be pursuant to one or more maintenance agreements between the HOA and the City (the “HOA Maintenance Agreements”). Specifically, any detention ponds shall be maintained by the HOA pursuant to an HOA Maintenance Agreement.

iii. Assessments. The Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements will adequately perform such duties. In the event the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions, and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

iv. The CCRs for the HOA must be filed of record in the property records of Matagorda County, and the HOA Maintenance Agreement, if any, must be approved and executed before any assessments are levied by the City.

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

ATTEST/SEAL

CITY OF BAY CITY, TEXAS

Jeanna Thompson, City Secretary

Robert K. Nelson, Mayor

SAL HOLDINGS, LLC, DEVELOPER

Stuart A Lynn, Member

**DEVELOPMENT FINANCING AGREEMENT BY AND BETWEEN REINVESTMENT ZONE
NUMBER ONE,
CITY OF BAY CITY, AND SAL Holdings, LLC**

This DEVELOPMENT FINANCING AGREEMENT (“Agreement”) is entered into by and between the REINVESTMENT ZONE NUMBER ONE, CITY OF BAY CITY, TEXAS (the “Zone”), an administrative body appointed in accordance with Chapter 311 of the Texas Tax Code (the “TIRZ Act”) to oversee the administration of Tax Increment Reinvestment Zone Number One, City of Bay City, Texas, a reinvestment zone designated by ordinance of the City in accordance with the Tax Increment Financing Act, and SAL Holdings, LLC (“Developer”), a Texas limited liability company.

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

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

WHEREAS, the Board of Directors of the Zone (the “Zone Board” or “Board”) and the City each approved and adopted the Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Bay City, dated November 19, 2015, (TIRZ Plan), and amended on January 26, 2017 and February 22, 2022;

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

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

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

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

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

WHEREAS, Developer warrants to the Zone that all of the information contained in the Developer's Application is true and correct in all material respects; and,

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

Section 1: Site

Developer owns real property in the original TIRZ #1 boundaries which shall be identified herein as TIRZ#1. Developer owns the real property (the "Property"), which is within the city limits of Bay City and the boundaries of the Zone. The Property is specifically described in as shown in attached Exhibit "A." The property expanded boundaries shall be referred to herein as TIRZ #1A.

Section 2: Project & Financing

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

- (i) Water, sewer, and drainage facilities, except for any amenity portion of such drainage facilities.
- (ii) Traffic signals, roads, and turn lanes.
- (iii) Any park or recreational facilities pre-approved by the City.
- (iv) Cost of land to the extent that public works improvements are located thereon after Developer's completion and submittal of a certified appraisal to the City.

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

Section 3: TIF Participation: Partial Reimbursement of Tax Increment

The payments and distributions under this Agreement are subject to obligations under all prior agreements listed on Exhibit "D". Subject to these and all other limitations and conditions precedent contained in this Agreement and the attached exhibits, the Parties agree that Tax Increment generated within the Zone shall be applied as follows:

- a. Two and one-half percent of the Tax Increment to pay City administrative expenses;
- b. City's costs associated with amending the TIRZ #1 boundaries, in an amount not to exceed \$50,000;
- c. Public Improvements: To the Developer to reimburse Developer for the actual expenses plus interest related to the design and construction of public improvements (described on Exhibit "C") that are part of the Project (described on Exhibit "B"), to the extent that the expenses are allowable under Chapter 311 of the Texas Tax Code Section 311.002 and to the extent that it has created tax increment. The Developer shall be reimbursement based on the increment generated from Exhibit "A". This reimbursement will not exceed the projected Project Costs listed on attached Exhibit "C." These allowable costs are called "Project Costs." "Interest" means the prime rate as published in the Wall Street Journal (but not to exceed 8%), with the rate for Developer advances for TIRZ Projects to be set on the date of initial expenditure; and,
- d. Any remaining funds after Developer's Project Costs are fully reimbursed pursuant to the terms of this Agreement ("the "Available Funds") are available for commitment to TIRZ #1 and TIRZ #1A projects.

Unless explicitly provided differently in an Exhibit attached hereto, all grants, loans, reimbursements, and any other financial payment to Developer under this Agreement shall be made in

annual installments in June of each year (commencing in the first year following project completion), provided all current taxes have been paid on the Property and any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to preexisting debts or obligations of the Zone, and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement, listed on Exhibit "D".

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance under this Agreement, and under any other outstanding developer agreements within the Zone. Developer's right to reimbursement from the Zone shall be for Project Costs, plus Interest, from Tax Increment accumulated in the Tax Increment Fund, attributable to the Property and available in accordance with the priorities already existing.

Section 4: Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward with interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 31, 2046, or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5: Term

The Effective Date of this Agreement is the last date approved by all of the Parties and end upon the earlier of:

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

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

Section 6: Exhibits

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

Section 7: Force Majeure

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

Section 8: Indemnity

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

Section 9: Events of Default & Remedies

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

If a default shall occur and continue, after thirty (30) days' notice to cure a default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. Neither party, however, shall pursue remedies against the other as long as (i) the defaulting party has commenced to cure such default within the 30 days following notice, and the defaulting party proceeds in

good faith and with due diligence to remedy and correct the default.

Section 10: Venue and Governing Law

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

Section 11: Notices

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

If intended for Zone, to:
Board Chairman
Tax Increment Reinvestment Zone No. 1
City of Bay City
1901 5th Street
Bay City, Texas 77414

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

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

If intended for Developer, to:

Stuart A. Lynn, Member
SAL Holdings, LLC
1221 Avenue F
Bay City, TX 77414

Section 12: No Third-Party Rights

This Agreement is solely for the benefit of the Parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 13: Severability

In case anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable

provision had never been contained in this Agreement.

Section 14: Counterparts & Signatures

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

Section 15: Captions

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

Section 16: Successors and Assigns

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

Section 17: Limited Rights and Non-waiver

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

Section 18. Representations by Developer

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

Section 19: Entire Agreement

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Zone, and Developer, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement shall not be amended unless executed in writing by both Parties and approved by the

governing bodies in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

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

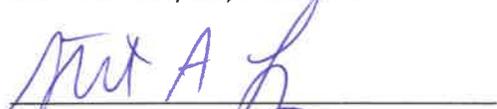
ATTEST/SEAL


Jeanna Thompson, City Secretary

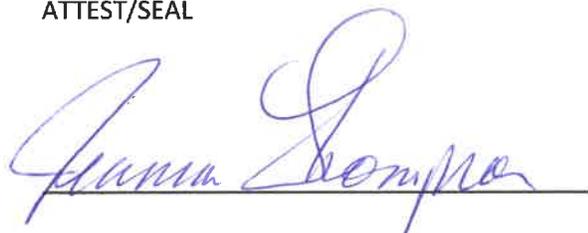
CITY OF BAY CITY, TEXAS


Robert K. Nelson, Mayor

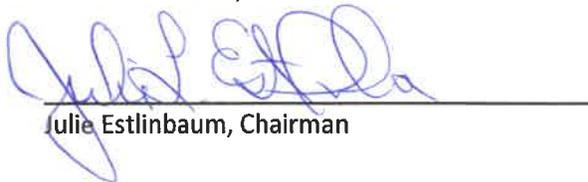
SAL HOLDINGS, LLC, DEVELOPER


Stuart A Lynn, Member

ATTEST/SEAL


Jeanna Thompson, City Secretary

REINVESTMENT ZONE NUMBER TWO,
CITY OF BAY CITY, TEXAS


Julie Estlinbaum, Chairman

LEGAL DESCRIPTION
54.441-Acre Tract

STATE OF TEXAS §

COUNTY OF MATAGORDA §

BEING a 54.441-acre tract of land in the I&GNRR Co. Survey 4, Block 4, Abstract 268 in Matagorda County, Texas and said tract being comprised of (1) a portion of that called 18.325-acre tract conveyed by the Board of Trustees of the Bay City Independent School District to SAL Holdings, LLC by deed recorded as Document No. 2021-7649 of the Matagorda County Official Records, (2) all of that called 33.85-acre tract of land conveyed to SAL Holdings, LLC by deed recorded as Document No. 2020-974 of the Matagorda County Official Records and (3) all of that called 4.0-acre tract conveyed to SAL Holdings, LLC by deed recorded as Document No. 2019-3959 of the Matagorda County Official Records and this 54.441-acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a found ½-inch iron rod in the north right-of-way line of Carey Smith Boulevard (formally Skelly Road) a public street right-of-way having a width of 60-feet, more or less, said iron rod having Texas State Plane South Central Zone Coordinates of North 13557143.251 and East 2940307.688, and said iron rod marking the southwest corner of the aforementioned called 33.85-acre tract and the southeast corner of the aforementioned called 18.325-acre tract and said iron rod being located North 3° 16' 56" West a distance of 59.79-feet and North 86° 43' 04" East a distance of 37.35-feet from a found 1-inch iron rod marking the intersection of the south right-of-way line of Carey Smith Boulevard with the west right-of-way line of Live Oak Avenue, a 60-foot wide public street right-of-way;

THENCE South 86° 43' 04" West (called West in Document No. 2021-7649) with the south line of the aforementioned called 18.325-acre tract and with the north right-of-way line of Carey Smith Boulevard for a distance of 710.38-feet to a found spindle in the pavement at the intersection of said north right-of-way line with the east right-of-way line of Avenue M, a public street right-of-way of varying width, for the southwest corner of the herein described tract;

THENCE North 3° 15' 55" West with the east right-of-way line of Avenue M and the west line of the herein described tract for a distance of 1,020.17-feet to a found 5/8-inch iron rod with cap marked "G&W ENG." marking the northwest corner of the herein described tract and the approximate southwest corner of the Robert V. Bell Rentals called 1.42-acre tract;

THENCE North 86° 52' 03" East (called East in Document No. 2021-7649) with the south line of said 1.42-acre tract, at a distance of 585.15-feet, more or less, pass the southeast corner of said 1.42-acre tract, same being the most southerly southwest corner of the William M. Bell called 1.419-acre tract as described in deed recorded at Volume 629, Page 210 of the Matagorda County Deed Records; at a distance of 659.15-feet, more or less, pass the southeast corner of said 1.419-acre tract, same being the southwest corner of a 20-foot by 20-foot City of Bay City lift station site, at a distance of 679.15-feet pass a point for the southeast corner of said Lift Station site, same being the southwest corner of a 30-foot wide public street right-of-way and continuing for a total distance of 709.15-feet to a found 5/8-inch iron rod with cap marked "G&W ENG." in the west line of the aforementioned 33.85-acre tract that marks the southeast corner of said 30-foot wide street right-of-way and the northeast corner of the aforementioned called 18.325-acre tract for an interior corner of the herein described tract;

THENCE North 3° 20' 05" West with the east line of said 30-foot wide street right-of-way and the west line of the aforementioned called 33.85-acre tract to a found 1/2-inch iron rod marking the northwest corner of said called 33.85-acre tract;

THENCE North 73° 53' 12" East (called N 75°20'42" E in Document No. 2020-974) at a distance of 40.8-feet, more or less, pass the southwest corner of Lot 21, Block 1 of the Del Norte Subdivision, Section 1 to the City of Bay City as shown on plat recorded at Volume 4, Page 3 of the Matagorda County Plat Records, same being a point in the east line of the 70-foot wide Live Oak Avenue right-of-way and continuing with the south line of Lots 21-20, Block 1 of said subdivision and with the north line of the aforementioned called 33.85-acre tract for a total distance of 206.91-feet (called 206.84-feet in Document No. 2020-974) to a found ½-inch iron rod at an angle point;

THENCE with the north line of the aforementioned called 33.85-acre tract and the south line of Lots 20-18, Block 1 of said Del Norte Subdivision North 74° 01' 52" East for a distance of 111.33-feet (called N 75° 33' 37" E, 111.60-feet in Document No. 2020-974) to a found ½-inch iron rod at an angle point;

THENCE continuing with the north line of the aforementioned 33.85-acre tract and with the south line of Lots 18-17 of said subdivision North 73° 10' 49" East for a distance of 106.15-feet (called N 74° 37' 21" E, 105.80-feet in Document No. 2020-974) to a found ½-inch iron rod for an angle point;

THENCE continuing with the north line of the aforementioned called 33.85-acre tract and the south line of Lots 17-14 of said Del Norte Subdivision North 72° 34' 17" East for a distance of 298.58-feet (called N 74° 07' 26" E, 298.70-feet in Document No. 2020-974) to a found ½-inch iron rod for an angle point;

THENCE continuing with the north line of the aforementioned called 33.85-acre tract and with the south line of Lots 14-12 of said Del Norte Subdivision North 72° 50' 52" East for a distance of 124.94-feet (called N 74° 10' 26" E, 125.00-feet in Document No. 2020-974) to a found ½-inch iron rod at an angle point;

THENCE continuing with the north line of the aforementioned called 33.85-acre tract and with the south line of Lots 12-11 of said Del Norte Subdivision North 74° 59' 32" East for a distance of 83.94-feet (called N 76° 42' 21" E, 84.20-feet in Document No. 2020-974) to a found ½-inch iron rod at an angle point;

THENCE continuing with the north line of the aforementioned called 33.85-acre tract and with the south line of Lots 11-9 of said Del Norte Subdivision North 76° 29' 53" East for a distance of 183.73-feet (called N 78° 01' 21" E, 183.45-feet in Document No. 2020-974) to a found ½-inch iron rod for the northeast corner of said 33.85-acre tract and the most northerly northeast corner of the herein described tract;

THENCE with the east line of the aforementioned called 33.85-acre tract and the west line of the Michael K. and Leslie K. Kohnen called 3.415-acre tract as described in deed recorded at Volume 533, Page 406 of the Official Records of Matagorda County and the west line of the Irving M. Chase and Margaret O. Chase called 3.917-acre tract as described in deed recorded at Document No. 2019-6786 of the Official Records of Matagorda County, South 3° 13' 47" East (called S 1° 50' 00" E, in Document No. 2020-974) at a distance of 193.70-feet, more or less, pass the common westerly corner of said Kohnen tract and said Chase tract and continuing for a total distance of 372.20-feet to a found ½-inch iron rod in the east line of the aforementioned 33.85-acre tract that marks the northwest corner of that SAL Holdings, LLC called 4.00-acre tract as described in Document No. 2019-3959 of the Matagorda County Official Records;

THENCE with the common line between the said Chase called 3.917-acre tract and said SAL Holdings, LLC called 4.00-acre tract North 86° 48' 17" East for a distance of 781.45-feet to a found 5/8" iron rod with cap marked "G&W Eng.," in the curved west right-of-way line of Nichols Avenue, a 60-foot wide public street right-of-way, that marks the northeast corner of said called 4.00-acre tract;

THENCE in a southerly direction with said curve to the right which has a radius of 1402.25-feet, a delta angle of 6° 53' 38", a chord of 168.62-feet which bears South 6° 27' 34" East for a total course and arc length of 168.72-feet to a found 5/8-inch iron rod with cap marked "G&W Eng.,";

THENCE continuing with the west right-of-way line of Nichols Avenue South 3° 14' 12" East for a distance of 52.85-feet to a found ½-inch iron rod that marks the southeast corner of the aforementioned called 4.00-acre tract, said iron rod also marking the northeast corner of the Church of the Living Water Ministry, Inc. called 4.4093-acre tract as described in Volume 51, Page 747 of the Official Records of Matagorda County;

THENCE with the common line between said called 4.4093-acre tract and the aforementioned called 4.00-acre tract South 86° 46' 25" West for a distance of 790.91-feet to a found ½-inch iron rod in the east line of the aforementioned called 33.85-acre tract that marks the common westerly corner of said called 4.4093-acre tract and said called 4.00-acre tract;

THENCE in a southerly direction with the common line between the aforementioned called 33.85-acre tract and the aforementioned called 4.4093-acre tract and with the common line between said 33.85-acre tract and the Lane H. Hollister, et ux called 60-foot by 720-foot Tract Two as recorded in deed recorded at Volume 601, Page 120 of the Matagorda County Official Records, South 3° 26' 22" East (called S 51° 50' 00" E in Document No. 2020-974) for a distance of 1020.37-feet to a found ½-inch iron rod in the north right-of-way line of Carey Smith Boulevard (formerly Skelly Road) for the most southerly southeast corner of the herein described tract;

THENCE South 86° 39' 40" West with said north right-of-way line for a distance of 30.00-feet to a 5/8-inch iron rod with cap marked "John D. Mercer RPLS 1924" set for a corner of the herein described tract, same being the southeast corner of the Church of Jesus Christ of Latter Day Saints called 2.50-acre tract as described at Volume 429, Page 164 of the Official Records of Matagorda County;

THENCE with the east line of said called 2.50-acre tract North 3° 25' 17" West for a distance of 395.66-feet to a found ½-inch iron rod marking the northeast corner of said called 2.50-acre tract and an interior corner of the herein described tract;

THENCE with the north line of the aforementioned called 2.50-acre tract South 86° 37' 25" West for a distance of 272.78-feet to a found ½-inch iron rod marking the northwest corner of said called 2.50-acre tract and an interior corner of the herein described tract;

THENCE in a southerly direction with the west line of the aforementioned called 2.50-acre tract South 3° 32' 40" East for a distance of 177.46-feet to a found ½-inch iron rod marking the northeast corner of the Church of God of Prophecy called 1.00-acre tract as described in Volume 485, Page 338 of the Official Records of Matagorda County;

THENCE in a westerly direction with the north line of said called 1.00-acre tract South 86° 41' 40" West for a distance of 200.07-feet to a found ½-inch iron rod marking the northwest corner of said called 1.00-acre tract;

THENCE in a southerly direction with the west line of said called 1.00-acre tract South 3° 15' 58" East for a distance of 218.02-feet to a found ½-inch iron rod in the north right-of-way line of Carey Smith Boulevard (formerly Skelly Road) marking the southwest corner of said called 1.00-acre tract;

THENCE in a westerly direction with the north right-of-way line of Carey Smith Boulevard South 86° 39' 06" West for a distance of 585.37-feet to the POINT OF BEGINNING, continuing in area 54.441-acres of land, more or less.

Bearings herein called are based on the Texas State Plane Coordinate System South Central Zone, NAD83.

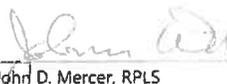

John D. Mercer, RPLS
john.mercer@lynngroup.com
Texas No. 1924
Surveyor Firm No. 10116600
Date: February 14, 2022
Job No. E2551



Exhibit "C"
List/Description of Reimbursable Public Improvements

Valor Park

Developer Investments:	Total
Land Costs	810000
Lot Clearing & Site Work	\$186,750
PVC Waterline	\$643,790
Sewer Lines	\$766,685
Electrical via AEP	\$249,000
Lime and Concrete Roads	\$1,635,660
Drainage Inlets/Pipe and Retention	\$918,720
Gas via BC Gas	\$24,900
Three Entrances	\$125,000
Fencing	\$160,000
Engineering	\$311,250
Surveying	\$186,750
Contingency 10%	\$601,851
Reimbursable Total Cost	\$6,620,356
*Asbestos Removal	\$5,000
*Demolition	\$250,000
* Taxes	\$40,000
Grand Total	\$6,915,356

* = Non-reimbursable

As provided in Section 2 of this Agreement and applicable law (including Texas Tax Code §311) reimbursements are limited to public improvements and will not exceed the amounts stated in this budget.

Exhibit “D”
List of Prior Agreements

1. Two and a half percent of the Tax Increment to pay City administrative expenses.
2. City’s costs associated with creation of TIRZ #1.
3. \$100,000 due to SAL Holdings, LLC for public infrastructure improvements, including water, sewer, drainage, street, and intersection improvements, pursuant to that certain Development Financing Agreement by and among the City, the Zone, and SAL Holdings, LLC, dated September 12, 2019 and amended on September 9, 2021.

RESOLUTION R-2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS CONSENTING TO THE MAYOR'S APPOINTMENT OF COUNCILMEMBER JIM FOLSE, SAMANTHA DENBOW, PRECINCT 2 COMMISSIONER (NOW SERVING-KENT POLLARD), PRECINCT 1 COMMISSIONER (NOW SERVING-EDWARD "BUBBA" COOK), BRYAN PROCHNOW, RENEE SAVAGE, CRAIG HLAVINKA, TINA ISRAEL, AND JESSICA RUSSELL AS DIRECTORS TO REINVESTMENT ZONE NUMBER FOUR, CITY OF BAY CITY, TEXAS' BOARD OF DIRECTORS, CONSENTING TO THE APPOINTMENT OF JESSICA RUSSELL AS THE CHAIRPERSON OF THE BOARD OF DIRECTORS; AND ESTABLISHING THE POSITIONS (NUMERICAL) AND INITIAL TERMS OF THE BOARD OF DIRECTORS.

WHEREAS the City of Bay City, Texas created Reinvestment Zone Number Four, City of Bay City, Texas on March 22, 2022 under City Ordinance number 1689; and

WHEREAS City Ordinance umber 1689 created a nine (9) member Board of Directors (Board) for the Zone; and

WHEREAS City Ordinance umber 1689 allows each taxing unit that levies taxes on real property in the Zone and contributes tax increment to the Zone to appoint a member to the Board per chapter 311 of the Texas Tax Code (Act);and

WHEREAS City Ordinance number 1689 requires four of the directors to be initially appointed for two-year terms and five of the directors to be initially appointed to a one-year term with all subsequent terms being two-year terms; and

WHEREAS City Ordinance umber 1689 requires that if a taxing unit received two directors positions the terms of the position shall not expire in the same year; and

WHEREAS City Ordinance number 1689 requires the Mayor to annually appoint a chairperson on to the Board to serve for a term of one year; and

WHEREAS City Ordinance umber 1689 was amended to allow more time for the taxing units to appoint directors to the Board; and

WHEREAS, Matagorda County (County) has appointed Precinct 1 and Precinct 2 Commissioners as its director to the Board (whomever serves in the position of Commissioner so that if the person changes, the new Commissioner would be automatically substituted); · and

WHEREAS Matagorda Regional Medical Center (Hospital) has appointed Bryan Prochnow and Renee Savage as its directors to the Board; and

WHEREAS the Port of Bay City Authority of Matagorda County Texas (Port Authority) has appointed Craig Hlavinka to the Board; and

WHEREAS the City of Bay City shall have four directors on the Board· and

WHEREAS the Mayor appoints Councilmember Jim Folse, Samantha Denbow, Tina Israel, and Jessica Russell to be the City's directors on the Board· and

WHEREAS the Mayor appoints Jessica Russell to be the Chairperson of the Board· and

WHEREAS the Mayor establishes the Director Positions and Initial Term as follow: County: (1) 1-year term and (2) 2-year term· Hospital: (3) 1-year term and (4) 2-year term· Port Authority: (5) 1-year term· City: (6) 1-year term, (7) 2-year term, (8) 2-year term and (9) 1-year term; and

WHEREAS, the Mayor appoints the Mayor and the City Manager of the City of Bay City, Texas to be the Ex-Officio Members of the Board of Director; and

WHEREAS, City Council consents to the Mayor's appointment of Councilmember Jim Folse, Samantha Denbow, Tina Israel, and Jessica Russell to the Board to represent the City, consents to the Mayor s appointment of Jessica Russell as the Chairperson of the Board, approves the creation of the Director Positions (numerical) and the allocation of the Directors Initial Term and consents to the Mayor's appointment of the Mayor and the City Manager of the City of Bay City, Texas as the Ex-Officio Members of the Board of Directors.

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

Section 1. Findings. The foregoing recital are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Board of Directors. In accordance with City Ordinance 1689 as amended, the City Council hereby consents to the Mayor’s appointment of the following to the Board of Directors:

- Councilmember Jim Folse
- Samantha Denbow
- Tina Israel
- Jessica Russell

Section 3. Chairperson of the Board of Director. In accordance with City Ordinance 1689 as amended the City Council hereby consents to the Mayor’s appointment of Jessica Russell as Chairperson of the Board of Directors.

Section 4. Directors Positions (Numerical) and Initial Terms. In accordance with City Ordinance 1689, as amended, the City Council hereby approves the following Director Positions (Numerical) and Initial Terms:

Position No.	Director	Taxing Unit	Initial Term
1	Precinct 2 Commissioner	County	1 - year
2	Precinct 1 Commissioner	County	2 - year
3	Bryan Prochnow	Hospital	1 - year
4	Renee Savage	Hospital	2 - year
5	Craig Hlavinka	Port Authority	1 - year
6	Jim Folse	City	1 - year
7	Samantha Denbow	City	2 - year
8	Tina Israel	City	2 - year
9	Jessica Russell	City	1 - year

Section S. Ex-Officio Member of the Board. The City Council hereby consents to the Mayor’s appointment of the Mayor and the City Manager of the City of Bay City, Texas to be the Ex-Officio Members of the Board of Directors. The Ex-Officio Member shall have no authority to vote. The Ex-Officio Member have no term but once an individual is no longer the Mayor or the City Manager of the City of Bay City, Texas, as the case may be, that person immediately ceases to be an Ex-Officio Member of the Board of Directors.

APPROVED AND ADOPTED on this _____ day of _____ 2022.

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

ATTEST

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

City Attorney

**AGREEMENT FOR USE OF HARDEMAN PARK TEEN CENTER
BETWEEN THE CITY OF BAY CITY, BAY CITY LIONS CLUB AND
BAY CITY COMMUNITY DEVELOPMENT CORPORATION**

STATE OF TEXAS §

COUNTY OF MATAGORDA §

WHEREAS, City of Bay City (“City”) owns real property located in the city limits of the City commonly known as Hardeman Park. Within Hardeman Park is located an approximately 4,000 sq. ft. multi-use building, (“Teen Center”) which is the topic of this Agreement; and,

WHEREAS, the Teen Center was constructed in cooperation with the City, the Bay City Lions Club (“Lions”) and the Bay City Community Development Corporation (“CDC”), collectively the “Parties”; and,

WHEREAS, the Parties previously entered into an agreement for construction and use of the Teen Center on or about May 27, 2005; and,

WHEREAS, the initial intended use of the facility has changed and the Parties have agreed to enter into this Agreement to replace the prior agreement, and

WHEREAS, the City recently spent \$40,000 to remodel the interior of the facility and purchase new kitchen appliances and table and chairs for the facility;

NOW THEREFORE, the Lions, the City and the BCCDC hereby enter into the following agreements:

1. City shall continue to serve as the administrative agent for the facility which shall include the maintenance and operation of the facility as a city owned facility.
2. City shall allow Lions, CDC and any other non-profit or not-for-profit agency to use the Teen Center per its scheduling at no cost to the agency. Preference shall be given to activities for Youth Soccer Association and other City run youth activities. The City will coordinate with the Youth Soccer Association prior to booking other events or organizations so as not to conflict with the Youth Soccer Association’s planned use. All youth organizations shall have an adult sponsor present during use of the Teen Center.
3. Any other user of the Teen Center shall abide by the rules and regulations of the City’s Parks & Recreation Department, including, but not limited to, the Facility Use Policy and Agreement (“Policy”). Any abuse of this Policy shall be handled pursuant to the terms of the Policy.
4. This Agreement replaces all prior agreements regarding the same subject matter between the Parties shall be binding upon the parties, their successors and assigns, and cannot be modified, except by agreement in writing approved by all parties.

Effective December 1, 2022.

Bay City Lions Club

By: _____
Printed name: _____
Title: _____

By: _____
Bay City Lion's Club President

Bay City Community Development Corporation

City of Bay City, Texas

By: _____
Jeannette Bell, President

By: _____
Robert K. Nelson, Mayor

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MATAGORDA COUNTY TEEN COURT
CONSTRUCTION FUNDING AGREEMENT

STATE OF TEXAS §

COUNTY OF MATAGORDA §

WHEREAS, the Matagorda County Teen Court has existed in Bay City, Matagorda County for approximately 12 years, and offers an alternative disposition and rehabilitation for minor misdemeanor offense; and

WHEREAS, the Matagorda County Teen Court program has continued to grow and increase in numbers of young people throughout the years, and has outgrown its current facilities and location; and

WHEREAS, a determination has been made that the Matagorda County Teen Court should continue its exemplary program in aiding young people who have committed minor misdemeanor offenses and/or moving vehicular violation offenses with a program that, among other purposes, teaches said young people respect for the law, citizenship, and an appreciation for the American judicial system; and

WHEREAS, currently the Matagorda County Teen Court program does not have a permanent office or headquarters building, and such a building and facility would greatly enhance the Teen Court program in its efforts to assist and outreach to young people in the Matagorda County community; and

WHEREAS, the City of Bay City has title to certain real property located in the city limits of the City of Bay City, more particularly described as follows, to wit:

Being 6.0 acres of land out of the R. P. T. STONE SURVEY, Abstract No. 92, Matagorda County, Texas, being the same land described in Deed dated November 19, 1917 from Robert T. Burgess and wife, Martha A. Burgess, to Gus Hardeman, recorded in Vol. 71, Page 13, Deed Records, Matagorda County, Texas.

WHEREAS, the Bay City Lions Club has for many years sought out a funding project for the local Bay City community, and as a result, has agreed to assist in the construction of the Teen Court headquarter building facility; and

WHEREAS, the Bay City Community Development Corporation, an economic development corporation, established by the City of Bay City, currently has sales tax funds and revenues available which it can use for recreational and municipal purposes, and the construction of a public facility to

teen court funding.wpd

be used by the Matagorda County Teen Court meets the criteria for funding by the Bay City Community Development Corporation; Additionally, the Bay City Community Development Corporation has agreed to advance the Bay City Lions Club the sum of \$75,000.00, interest free, for a period of up to five (5) years to allow the Lions Club to contribute a lump sum amount of \$75,000.00 to the Matagorda County Teen Court construction project; and

WHEREAS, the Bay City Lions Club has requested that it have the right to name the facility to be used by Matagorda County Teen Court, and additionally that it receive the right to use and to meet in the facility once completed without charge for an indefinite time in the future.

NOW THEREFORE, the Bay City Lions Club, the City of Bay City, Texas, and the Bay City Community Development Corporation hereby enter into the following agreement and contract:

(1) The City of Bay City will set aside such portions of the following real property as it deems necessary for the construction location for the Matagorda County Teen Court headquarter facility, "the Project". The real property used for the construction site is hereby identified as "the Property", and is described as being out of and a part of that certain 6.0 acres of land described as follows:

Being 6.0 acres of land out of the R. P. T. STONE SURVEY, Abstract No. 92, Matagorda County, Texas, being the same land described in Deed dated November 19, 1917 from Robert T. Burgess and wife, Martha A. Burgess, to Gus Hardeman, recorded in Vol. 71, Page 13, Deed Records, Matagorda County, Texas.

(2) The Bay City Lions Club will donate and contribute the sum of \$75,000.00 to the capital construction costs of the Project;

(3) The Bay City Community Development Corporation will advance to the Bay City Lions Club the sum of \$75,000.00, interest free for a period of five (5) years, to allow the Lions Club to make the above contribution and donation prior to the beginning date of construction of the facility. The Bay City Lions Club will, beginning in on the 1st day of July, 2005 and annually each year thereafter, reimburse the Bay City Community Development Corporation the loan advancement in yearly payments of \$15,000.00 until the total of \$75,000.00 has been repaid;

(4) The Bay City Community Development Corporation will additionally match dollar for dollar the sum of \$75,000.00 donated by the Bay City Lions Club.

(5) The City of Bay City, the Bay City Lions Club, the Teen Court administrative staff, and the Bay City Community Development Corporation will meet to determine the exact building footprint, location, size, structure, and amenities and appurtenances to be constructed on the Property;

teen court funding.wpd

(6) The Bay City Lions Club will have the right to name the building and facility upon its completion, subject to the approval of the City of Bay City, and additionally have the right to use the facility in any and all reasonable ways the Lions Club may choose, without fee requirement, in cooperation with the Matagorda County Teen Court and the City of Bay City, for as long as the Bay City Lions Club determines that such use would be beneficial to the Bay City Lions Club and to the citizens of the City of Bay City;

(7) In the event that the Matagorda County Teen Court program disbands, ceases to exist, or no longer desires to use the facility and Project, the Bay City Lions Club will participate with the City of Bay City and the Bay City Community Development Corporation in the determination of the future use of the Project and facility;

(8) The building to be constructed will consist of a structure of approximately 4,000 square feet. The City of Bay City will provide city personnel and equipment to assist and participate in the construction of the facility and Project in order to reduce cost and expenses of construction;

(9) The Matagorda Teen Court participants and staff will be responsible to keep the facility and Project clean and useable;

(10) The Bay City Lions Club will require signature authorization on all construction funds to certify the \$75,000.00 donation is used exclusively for capital improvements for the Project and facility, and hereby designates Nate McDonald as its agent for such purposes.

This agreement shall be binding upon the Parties, their successors and assigns, and cannot be modified, except by agreement in writing approved by all parties.

Signed this 27 day of May, 2005.

PARTIES:

BAY CITY LIONS CLUB

BY: Nate McDonald
Nate McDonald

CITY OF BAY CITY

BY:

Richard Knapik
Richard Knapik, Mayor
BAY CITY COMMUNITY AND ECONOMIC
DEVELOPMENT CORPORATION

Mayor

BY:

Anthony Hawkins
Anthony Hawkins, President

BCCDC

MATAGORDA COUNTY TEEN COURT

BY:

Dennis Bensfield
Dennis Bensfield, President

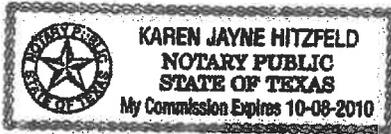
Lions Club

*Matagorda
County*

STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this the 27 day of May, 2005 by Nate McDonald, President, Bay City Lions Club.

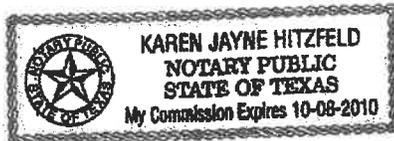


Karen Jayne Hitzfeld
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this the 27 day of May, 2005 by Richard Knapik, Mayor, City of Bay City.



Karen Jayne Hitzfeld
Notary Public, State of Texas

teen court funding.wpd



Box 867
BAY CITY, TEXAS 77404-0867

May 31, 2005

RE: Matagorda County Teen Court Headquarters Building Proposal

Bay City Lions Club on May 27, 2005, has voted to fund a MCTC building for \$75,000.00, contingent on the following tenets:

1. Bay City Community Development Corporation to match \$75,000.00 BCLC donation dollar for dollar per April 25, 2005, BCCDC BOD action.
2. BCCDC to finance BCLC \$75,000.00, donation for up to 5 years at 0% interest.
3. BCCDC to advance funds for construction so that construction may begin as early as is practical.
4. BCCDC or the City of Bay City wishes to construct bathrooms and a concession stand onto one end of MCTC building. Funds necessary to construct these improvements are to be advanced over and above the \$150,000.00, already spoken to above.
5. These improvements to be added on to the net 4000 SF building proposed for MCTC, over and above said 4000 SF building.
6. As the MCTC shall staff the concession stand and keep restrooms cleaned, we feel that it is in order to ask the City of Bay City to waive sewer, water and garbage bills and pay for MCTC's electric bill at this facility in exchange for their labor.
7. City of Bay City to furnish building site on west 12th Street at the new Hardeman Park complete with asphalt paving or better.
8. BCLC shall have naming and signage rights as deemed appropriate by BCLC BOD and MCTC BOD.
9. BCLC shall have fee-less use of building as deemed appropriate by MCTC.
10. BCLC shall maintain fee-less use of building if MCTC ever should vacate building and would request BCLC input into deciding which youth oriented organization shall inhabit said building next.
11. BCCDC and MCTC understand that this donation is a one time gift to MCTC for capital expenditures only and that the question of additional funds for this project from the BCLC shall never come up. Furthermore, BCLC would request a signator (sitting BCLC President) on construction account to assure that funds are used for capital expenditures only, and by no means operating or administrative use.

Respectfully submitted,

Nate McDonald

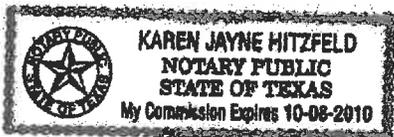
Nate McDonald
President
Bay City Lions Club

Sponsors -- Bay City Rice Festival

STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this the 27 day of May, 2005 by **Anthony Hawkins**, President, Bay City Community and Economic Development Corporation.

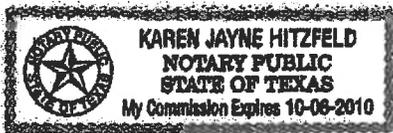


Karen Jayne Hitzfeld
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this the 27 day of May, 2005 by **Dennis Bensfield**, President, Matagorda County Teen Court.



Karen Jayne Hitzfeld
Notary Public, State of Texas

2023

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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29	30	31				

April						
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30						

July						
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30	31					

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29	30	31				

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26	27	28				

May						
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28	29	30	31			

August						
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November						
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March						
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June						
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25	26	27	28	29	30	

September						
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December						
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24	25	26	27	28	29	30
31	1	2	3	4	5	6

-  City Holidays
-  Reg/Spec Meeting
-  Election/Runoff
-  Work Shop/Reg
-  Early Voting
-  Work Shop
-  Agenda Posting



Calendar Year At a Glance 2023 Regularly Scheduled City Council Meetings and Tentative Workshops

January

1/10/2023 – 5PM	Council Workshop (Tentative)
1/10/2023 – 6PM	Regular Council Meeting
1/24/2023 – 6PM	Regular Council Meeting

February

2/14/2023 – 5PM	Council Workshop (Tentative)
2/14/2023 – 6PM	Regular Council Meeting
2/28/2023 – 6PM	Regular Council Meeting

March

3/14/2023 – 5PM	Council Workshop (Tentative)
3/14/2023 – 6PM	Regular Council Meeting
3/28/2023 – 6PM	Regular Council Meeting

April

4/11/2023 – 5PM	Council Workshop (Tentative)
4/11/2023 – 6PM	Regular Council Meeting
4/25/2023 – 6PM	Regular Council Meeting

May

5/9/2023 – 5PM	Council Workshop (Tentative)
5/9/2023 – 6PM	Regular Council Meeting
5/23/2023 – 6PM	Regular Council Meeting

June

6/13/2023 – 4PM	Council Workshop (Tentative)
6/13/2023 – 6PM	Regular Council Meeting
6/27/2023 – 4PM	Council Workshop (Tentative – Budget)
6/27/2023 – 6PM	Regular Council Meeting

July

7/6/2023 – 4PM	Council Workshop (Tentative - Budget)
7/11/2023 – 4PM	Council Workshop (Tentative - Budget)
7/11/2023 – 6PM	Regular Council Meeting
7/25/2023 – 4PM	Council Workshop (Tentative - Budget)
7/25/2023 – 6PM	Regular Council Meeting

August

8/8/2023 – 4PM Council Workshop (Tentative - Budget)
8/8/2023 – 6PM Regular Council Meeting
8/15/2023 – 4PM Council Workshop (Tentative - Budget)
8/22/2023 – 6PM Council Workshop (Tentative - Budget)
8/22/2023 – 6PM Regular Council Meeting

September

9/7/2023 – 6PM Special Called (Tentative – Budget/PH)
9/12/2023 – 5PM Council Workshop (Tentative)
9/12/2023 – 6PM Regular Council Meeting
9/26/2023 – 6PM Regular Council Meeting

October

10/10/2023 – 5PM Council Workshop (Tentative)
10/10/2023 – 6PM Regular Council Meeting
10/24/2023 – 6PM Regular Council Meeting

November

11/14/2023 – 5PM Council Workshop (Tentative)
11/14/2023 – 6PM Regular Council Meeting
11/28/2023 – 6PM Regular Council Meeting

December

12/12/2023 – 5PM Council Workshop (Tentative)
12/12/2023 – 6PM Regular Council Meeting
12/26/2023 – 6PM Regular Council Meeting