



CITY OF BAY CITY

MINUTES • FEBRUARY 11, 2020

Council Chambers

Regular Meeting – City Council

6:00 PM

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

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:00PM.

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILWOMAN, BECCA SITZ

Texas State Flag Pledge:

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

Attendee Name	Title	Status	Arrived
Robert K. Nelson	Mayor	Present	
Brent P. Marceaux	Councilman	Present	
William Cornman	Councilman	Present	
Becca Sitz	Councilwoman	Present	
Jason W. Childers	Mayor Pro Tem	Present	
Julie Estlinbaum	Councilwoman	Present	

3. CERTIFICATION OF QUORUM

Mayor Nelson certified a quorum was present.

4. MISSION STATEMENT

1. Presentation

~ OUR MISSION: THE CITY OF BAY CITY IS A COMMUNITY THAT FOSTERS FUTURE ECONOMIC GROWTH, STRIVES TO DELIVER SUPERIOR MUNICIPAL SERVICES, INVESTS IN QUALITY OF LIFE INITIATIVES AND IS THE GATEWAY TO THE GREAT OUTDOORS. WE ENCOURAGE ACCESS TO OUR UNIQUE HISTORICAL AND ECO-CULTURAL RESOURCES WHILE MAINTAINING OUR SMALL-TOWN TEXAS CHARM.

Councilwoman, Becca Sitz

5. APPROVAL OF AGENDA

The agenda was approved as written, by motion. The motion was made by Mayor Pro Tem, Jason W. Childers and seconded by Councilman, Brent P. Marceaux.

6. 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.

None.

7. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. Minutes

~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON JANUARY 14, 2020.

City Secretary, David Holubec

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

2. Budget

~ DISCUSS AND/OR APPROVE ACCOUNTS PAYABLE FOR OCTOBER, NOVEMBER AND DECEMBER 2019.

Finance Director, Scotty Jones

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

8. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Award

~ RECOGNIZE THE BAY CITY HIGH SCHOOL WELDING CLASS FOR THE CONSTRUCTION OF HANDICAP ACCESSIBLE HANDRAILS AT THE BAY CITY REGIONAL AIRPORT.

Airport Manager, James Mason

The Bay City High School Welding class was recognized for their outstanding job in building handicap railing for walkways at the Bay City Regional Airport.

2. Personnel

~ SWEARING-IN OF MATAGORDA COUNTY APPOINTEES, GARY FARIS AND WAYNE NEAL AS BOARD MEMBERS OF THE BAY CITY / MATAGORDA COUNTY JOINT AIRPORT ZONING BOARD.

City Secretary, David Holubec

City Secretary, David Holubec, swore-in newly appointed Bay City Regional Airport Joint Zoning Board members, Gary Faris and Wayne Neal.

3. Agreement

~ DISCUSS, CONSIDER AND/OR APPROVE A COMMERCIAL AVIATION LEASE AGREEMENT WITH WILLIAMS FIELD SERVICES - GULF COAST COMPANY, L.P., A DELAWARE LIMITED PARTNERSHIP, AT THE BAY CITY REGIONAL AIRPORT.

Airport Manager, James Mason

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

4. Agreement

DISCUSS, CONSIDER AND/OR APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS)

Katy Plunkett, Court Administrator

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

5. Property

~ DISCUSS, CONSIDER AND/OR AUTHORIZE THE MAYOR/CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR AN UN-NUMBERED LOT IN BLOCK 8 OF SECTION 3 IN MC DONALD MEADOWS ADDITION IN BAY CITY, TEXAS FOR THE PURPOSE AND OPERATION AS A LIFT STATION.

Marla Jasek, Asst Director Public Works

Louis Rodriguez, Assistant Director of Public Works presented the agenda item.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

6. Planning / Plat

~ DISCUSS, CONSIDER, AND/OR APPROVE A SUBDIVISION PLAT FOR SH 60 RETAIL CENTER SUBDIVISION, LOCATED IN THE 3601 BLOCK OF AVENUE F IN THE BAY CITY, TEXAS.

Assistant Public Works Director, Marla Jasek

Barry Calhoun, Public Works Director, presented the agenda item.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

7. Bid

~ DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE CONSTRUCTION BID FOR THE RIVERSIDE PARK BOAT RAMP IMPROVEMENTS TO K-C LEASE SERVICE, INC DBA MATAGORDA CONSTRUCTION & MATERIALS IN THE AMOUNT OF \$63,540.00 AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND MATAGORDA CONSTRUCTION & MATERIALS

Shawn Blackburn, Parks and Recreation Director
Councilwoman, Becca Sitz and Councilman, Brent Marceaux were appreciative that a local contractor was the winning bidder.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

8. Presentation

~ RECEIVE AND DISCUSS THE BAY CITY PUBLIC LIBRARY STATUS REPORT.

Library Director, Samantha Denbow
Library Director, Samantha Denbow, presented the library's quarterly report of activities. Council members praised the Library Team for their dedication and successful programs.

9. Report

~ RECEIVE THE TOURISM MANAGER'S REPORT.

Tourism Manager, Heidi Martinez
Tourism Manager, Heidi Martinez, presented the Tourism Department report, which included past and future events. She was commended by Mayor and Council for her outstanding program.

10. Report

~ DISCUSS, CONSIDER, AND/OR APPROVE THE CITY'S QUARTERLY FINANCIAL AND INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2019.

Scotty Jones, Director of Finance

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

11. Policy

~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO ADOPT THE CITY'S INVESTMENT POLICY.

Scotty Jones, Finance Director

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

12. Agreement

~ DISCUSS, CONSIDER AND/OR APPROVE AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY FOR THE OPERATION OF THE BAY CITY SERVICE CENTER.

Finance Director, Scotty Jones

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

13. Resolution

~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES UNDER A BUSINESS RETENTION AND EXPANSION PROGRAM.

BCCDC Director, Jessica Russell

The second reading of this resolution will be held at the February 25, 2020 Regular City Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	William Cornman, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RESOLUTION

Enacted and approved this 11th day of February, 2020, at Bay City

14. Resolution

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES UNDER A BUSINESS RETENTION AND EXPANSION FAÇADE GRANT PROGRAM.

BCCDC Director, Jessica Russell

The second reading of this resolution will be held at the February 25, 2020 Regular City Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	William Cornman, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RESOLUTION

Enacted and approved this 11th day of February, 2020, at Bay City

15. Budget

~ DISCUSS, CONSIDER AND/OR APPROVE BUDGET AMENDMENT(S) TO THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION'S 2020 FISCAL BUDGET, TO INCREASE PROGRAM EXPENDITURES.

BCCDC Director, Jessica Russell

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

16. Report

~ DISCUSS, CONSIDER, AND/OR APPROVE THE MATAGORDA COUNTY AMATEUR RADIO CLUB REQUEST TO HOLD THEIR ANNUAL FIELD DAY (24-HOUR) PUBLIC SERVICE EMERGENCY COMMUNICATIONS DEMONSTRATION IN LE TULLE PARK EACH YEAR AS COORDINATED WITH THE PARKS AND POLICE DEPARTMENTS.

City Secretary, David Holubec

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

17. Presentation

~ RECEIVE THE ANNUAL REPORT FOR THE FISCAL YEAR 2019, FROM THE CITY SECRETARY'S OFFICE.

David Holubec, City Secretary

City Secretary, David Holubec presented the 2019 Annual Report from the City Secretary's office.

18. Ordinance

~ DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE ORDERING A GENERAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF BAY CITY, TEXAS, ON SATURDAY, MAY 2, 2020, FOR THE PURPOSES OF ELECTING TWO (2) CITY COUNCIL MEMBERS AND APPOINTING ELECTION JUDGES; DESIGNATING THE DATE FOR A RUNOFF ELECTION, IF NEEDED; REPEALING ALL OR PART OF ORDINANCES AND RESOLUTIONS WHICH CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

City Secretary, David Holubec

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

ORDINANCE

Enacted and approved this 11th day of February, 2020, at Bay City

19. Agreement

~ DISCUSS, CONSIDER, AND/OR APPROVE A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF BAY CITY AND BAY CITY INDEPENDENT SCHOOL DISTRICT.

City Secretary, David Holubec

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

20. Agreement

~ DISCUSS, CONSIDER, AND/OR APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY FOR THE USE OF THE COUNTY'S ELECTION EQUIPMENT.

David Holubec, City Secretary

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

9. CLOSED / EXECUTIVE SESSION

1. Personnel

~ TO DISCUSS PERSONNEL MATTERS IN ACCORDANCE WITH TITLE 5, SECTION 551.074 OF THE TEXAS GOVERNMENT CODE (TO DISCUSS APPOINTMENT, EMPLOYMENT, EVALUATION, RESPONSIBILITIES AND DUTIES, REASSIGNMENT, DISCIPLINE OR DISMISSAL OF AN OFFICER OR EMPLOYEE, OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE [PERMANENT CITY MANAGER]).

Robert K. Nelson, Mayor

Council members and Mayor approved an agreement with Shawna D. Burkhart, for the position of City Manager for the City of Bay City, Texas. (Open Session Vote)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Jason W. Childers
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

2. Litigation

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1) FOR CONSULTATION WITH CITY ATTORNEY REGARDING THE FOLLOWING LITIGATION: CAUSE NO. 19-E-0013, RONNIE DEAN REEVES, VIDALA LEAL RODAS, DANYAL SHENIEL MANNING AND THE BAY CITY HOUSING AUTHORITY VS. MARK A. BRICKER, MAYOR, DEFENDANT.

Mayor, Robert K. Nelson

3. Report

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2) TO CONSULT WITH THEIR ATTORNEY REGARDING ATTORNEY - CLIENT PRIVILEGED MATTERS.

Mayor, Robert K. Nelson

10. OPEN SESSION

1. Report

~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON ITEM(S) LISTED IN EXECUTIVE/CLOSED SESSION, (IF ANY).

Mayor, Robert K. Nelson
Council members and Mayor approved an agreement with Shawna D. Burkhart, for the position of City Manager for the City of Bay City, Texas.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Julie Estlinbaum
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 11th day of February, 2020, at Bay City

11. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Council members and Mayor commended Mr. Richard Morton on his work with the City as the Interim City Manager.

12. ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

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

Attendance By Other Elected or Appointed Officials:

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

Executive Sessions Authorized:

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

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 Wednesday, February 5, 2020 before 6:00 p.m. Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

The facility is wheelchair accessible and accessible parking spaces available. Request for accommodations or

interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary's Office at 979-245-5311 or email, dholubec@cityofbaycity.org for further information.

David Holubec
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:

DISCUSSION ITEM (ID # 4145)

DOC ID: 4145

~ OUR MISSION: THE CITY OF BAY CITY IS A COMMUNITY THAT FOSTERS FUTURE ECONOMIC GROWTH, STRIVES TO DELIVER SUPERIOR MUNICIPAL SERVICES, INVESTS IN QUALITY OF LIFE INITIATIVES AND IS THE GATEWAY TO THE GREAT OUTDOORS. WE ENCOURAGE ACCESS TO OUR UNIQUE HISTORICAL AND ECO-CULTURAL RESOURCES WHILE MAINTAINING OUR SMALL-TOWN TEXAS CHARM.



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4148)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4148

**~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR
COUNCIL MEETING HELD ON JANUARY 14, 2020.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum



CITY OF BAY CITY

SUMMARY • JANUARY 14, 2020

Council Chambers**Regular Meeting – City Council****6:00 PM**

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

1. CALL TO ORDER**2. INVOCATION & PLEDGE OF ALLEGIANCE - MAYOR PRO TEM, JASON W. CHILDERS**

Texas State Flag Pledge:

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

Attendee Name	Title	Status	Arrived
Robert K. Nelson	Mayor	Present	
Brent P. Marceaux	Councilman	Present	
William Cornman	Councilman	Present	
Becca Sitz	Councilwoman	Excused	
Jason W. Childers	Mayor Pro Tem	Present	
Julie Estlinbaum	Councilwoman	Present	

3. CERTIFICATION OF QUORUM

Mayor Nelson certified a quorum.

4. MISSION STATEMENT

1. Presentation ~ OUR MISSION: THE CITY OF BAY CITY IS A COMMUNITY THAT FOSTERS FUTURE ECONOMIC GROWTH, STRIVES TO DELIVER SUPERIOR MUNICIPAL SERVICES, INVESTS IN QUALITY OF LIFE INITIATIVES AND IS THE GATEWAY TO THE GREAT OUTDOORS. WE ENCOURAGE ACCESS TO OUR UNIQUE HISTORICAL AND ECO-CULTURAL RESOURCES WHILE MAINTAINING OUR SMALL-TOWN TEXAS CHARM. -

Mayor Pro Tem, Jason W. Childers

5. APPROVAL OF AGENDA

The agenda was approved as written, by motion. The motion was made by Councilman, Bill Cornman and seconded by Mayor Pro Tem, Jason W. Childers.

6. 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.

None.

7. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

Attachment: Minutes - January 14, 2020 (4148 : Minutes - January 14, 2020 - Regular Council Meeting)

1. Minutes ~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON DECEMBER 17, 2019. - **Approved**

Bill Julie
City Secretary, David Holubec

8. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Bid ~ DISCUSS, CONSIDER, AND/OR APPROVE AWARDED THE CONSTRUCTION BID FOR THE ROOF REPLACEMENT PROJECT FOR THE USO BUILDING TO SEA BREEZE ROOFING, INC. IN THE AMOUNT OF \$143,756.00 AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND SEA BREEZE ROOFING, INC. - **Approved**

Barry Calhoun, Director of Public Works

2. Ordinance ~ DISCUSS, CONSIDER, AND/OR APPROVE AN ORDINANCE ADOPTING BUDGET AMENDMENTS FOR THE QUARTER ENDING DECEMBER 31, 2019. - **Approved**

Scotty Jones, Finance Director

3. Agreement ~ DISCUSS, CONSIDER AND/OR APPROVE WCA'S CPI RATE INCREASE REQUEST PURSUANT TO THE SOLID WASTE CONTRACT WITH WCA. - **Approved**

Scotty Jones, Finance Director

4. Presentation ~ DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT WITH HHW SOLUTIONS TO PROVIDE FRONT PORCH HOUSEHOLD WASTE COLLECTION IN THE CITY OF BAY CITY, TEXAS. - **Approved**

Motion was made on contingent of changes to the contract:

1. Customer log information
 2. Performance component (2 Years)
- Mayor, Robert K. Nelson

9. CLOSED / EXECUTIVE SESSION

None.

1. Report ~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2) FOR CONSULTATION WITH CITY ATTORNEY ON MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE COUNCIL, UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS, CLEARLY CONFLICTS WITH TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE. -

Mayor, Robert K. Nelson

2. Litigation ~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1) FOR CONSULTATION WITH CITY ATTORNEY REGARDING THE FOLLOWING LITIGATION: CAUSE NO. 19-E-0013, RONNIE DEAN REEVES, VIDALA LEAL RODAS, DANYAL SHENIEL MANNING AND THE BAY CITY HOUSING AUTHORITY VS. MARK A. BRICKER, MAYOR, DEFENDANT. -

Mayor, Robert K. Nelson

10. OPEN SESSION

None.

1. Report ~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON ITEM(S) LISTED IN EXECUTIVE/CLOSED SESSION, (IF ANY). -

Mayor, Robert K. Nelson

11.ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Dreamscape dedication - LeTulle Park, January 25, 2020, 9AM.

12.ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

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

Attendance By Other Elected or Appointed Officials:

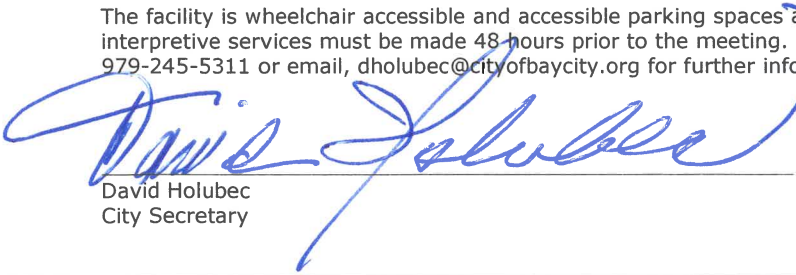
It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting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

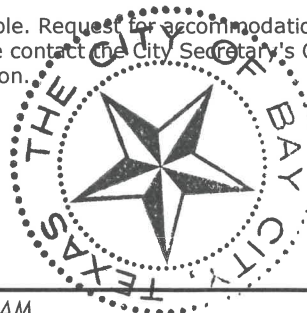
Executive Sessions Authorized:

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

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 Thursday, January 9, 2020 before 6:00 p.m. Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

The facility is wheelchair accessible and accessible parking spaces available. Request for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary's Office at 979-245-5311 or email, dholubec@cityofbaycity.org for further information.


David Holubec
City Secretary





City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4185)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4185

**~ DISCUSS AND/OR APPROVE ACCOUNTS PAYABLE FOR
OCTOBER, NOVEMBER AND DECEMBER 2019.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

AGENDA ITEM REQUEST FOR CITY COUNCIL APPROVAL

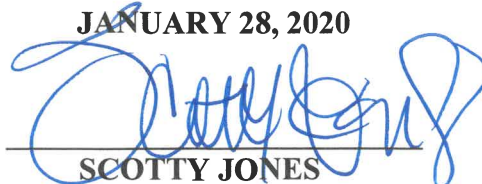
PER CHARTER SECTION 4.09 (C) - AT LEAST ONCE A QUARTER, COUNCIL SHALL VOTE TO APPROVE THE CITY EXPENDITURES MADE SINCE THE LAST QUARTER. EXPENDITURE DETAIL CAN BE FOUND ON THE CITY'S WEB. <https://cityofbaycity.mygovcenter.com>

ACCOUNTS PAYABLE	10/03/19
ACCOUNTS PAYABLE	10/14/19
ACCOUNTS PAYABLE	10/18/19
ACCOUNTS PAYABLE	10/25/19
ACCOUNTS PAYABLE	11/01/19
ACCOUNTS PAYABLE	11/07/19
ACCOUNTS PAYABLE	11/15/19
ACCOUNTS PAYABLE	11/26/19
ACCOUNTS PAYABLE	12/05/19
ACCOUNTS PAYABLE	12/12/19
ACCOUNTS PAYABLE	12/20/19
 DIRECT PAYABLES	 10/15/19
DIRECT PAYABLES	11/04/19
DIRECT PAYABLES	11/21/19
DIRECT PAYABLES	11/25/19
DIRECT PAYABLES	12/05/19
 UTILITY REFUNDS	 10/07/19
UTILITY REFUNDS	10/18/19
UTILITY REFUNDS	11/05/19
UTILITY REFUNDS	11/21/19
UTILITY REFUNDS	12/04/19

RESPECTFULLY SUBMITTED

FINANCE DIRECTOR

JANUARY 28, 2020


SCOTTY JONES

Attachment: Accounts Payable - Oct - Dec 2019 (4185 : Accounts Payable)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 4179)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Award
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4179

**~ RECOGNIZE THE BAY CITY HIGH SCHOOL WELDING
CLASS FOR THE CONSTRUCTION OF HANDICAP
ACCESSIBLE HANDRAILS AT THE BAY CITY REGIONAL
AIRPORT.**

COMMENTS - Current Meeting:

The Bay City High School Welding class was recognized for their outstanding job in building handicap railing for walkways at the Bay City Regional Airport.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Personnel
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4159

DISCUSSION ITEM (ID # 4159)

**~ SWEARING-IN OF MATAGORDA COUNTY APPOINTEES,
GARY FARIS AND WAYNE NEAL AS BOARD MEMBERS OF
THE BAY CITY / MATAGORDA COUNTY JOINT AIRPORT
ZONING BOARD.**

COMMENTS - Current Meeting:

City Secretary, David Holubec, swore-in newly appointed Bay City Regional Airport Joint Zoning Board members, Gary Faris and Wayne Neal.



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4186)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4186

**~ DISCUSS, CONSIDER AND/OR APPROVE A COMMERCIAL
AVIATION LEASE AGREEMENT WITH WILLIAMS FIELD
SERVICES - GULF COAST COMPANY, L.P., A DELAWARE
LIMITED PARTNERSHIP, AT THE BAY CITY REGIONAL
AIRPORT.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

COMMERCIAL AVIATION LEASE AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF MATAGORDA §

This Airport Lease Agreement (“Agreement”) is hereby made and entered into effective as of February 11, 2020 (the “Effective Date”), by and between the City of Bay City (“Lessor”), a Texas home-rule municipality, and Williams Field Services - Gulf Coast Company, L.P., a Delaware limited partnership (“Lessee”). For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a “party” and collectively as “parties.”

W I T N E S S E T H

WHEREAS, Lessor owns the Bay City Regional Airport located in the Bay City, Matagorda County, Texas with a street address of 3598 FM 2540 N, Bay City, TX 77414 (the “Airport”);

WHEREAS, Lessor desires to lease the Premises (as defined in Section 1.1) located at the Airport to Lessee for aviation business purposes, as further described on Exhibit A attached hereto and incorporated herein (the “Premises”);

WHEREAS, Lessee desires to lease the Premises from Lessor in accordance with the terms and conditions expressed in this Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties as expressed in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1. LEASED AREA.

1.1 Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, and subject to the terms, conditions and considerations stated herein, does hereby lease to Lessee and Lessee does hereby accept from Lessor the following premises (“the Premises”), located at the Airport:

- a) That certain area known as the private pilot’s lounge, which includes 24-hour access, keypad entry, TV, Wi-Fi, and private bathroom facilities with access restricted to Lessee’s employees, contractors and agents as well as authorized Lessor employees only;
- b) Parking area with 10 reserved spots and 24-hour camera security;
- c) Concrete slab work and maintenance space located next to the Jet A fuel system including a 100-amp power supply within 25’ of slab;
- d) Aircraft tie down area with 4-point tie down located in the East corner of the RAMP, 53’ from the Southeast edge of the pavement and extending to the Southeast up to 83’;

- e) Non-exclusive use of the Water Wash Rack System with appropriate waste water containment;
- f) End cap storage space; and
- g) Non-exclusive use of common areas within the Airport.

SECTION 2. TERM.

2.1 The primary term of this Lease shall be for a period of five (5) years (the "Primary Term") commencing on the Effective Date, unless sooner terminated in accordance with the provisions of this Lease. At the end of the Lease term, Lessor and Lessee will have an option to extend the term of this Lease for one (1) additional five (5) year term (renewal term) and followed by five (5) additional one-year terms (the "Extended Terms") The Primary Term together with the Extended Term, if any, is hereinafter referred to as the "Term".

2.2 Lessee will have the option to terminate this Lease at any time after two (2) years into the Primary Term without incurring a penalty or fee and without being responsible for Rent after the effective date of such termination. Lessee may exercise this option by providing Lessor with thirty (30) days' notice.

2.3 Lessee agrees that upon the expiration or termination of this Lease, the Fixtures and any other fixtures or permanent improvements attached to and located on the Premises shall become the property of Lessor.

2.4 Any holding over by Lessee after the expiration or termination of this Lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a tenant at will of Lessor and shall pay to Lessor a sum equal to one hundred fifty percent (150%) of the calculated daily Rent in effect on the last day prior to termination of the Lease for each day Lessee occupies the premises after such termination. In addition, Lessor retains all rights allowable by law and equity to remove Lessee from the premises and recover damages therefrom.

2.5 In the event that the Premises are abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to re-let the premises for the remainder of the Term. If the payments received through such re-letting are less than the Rent provided for herein for such periods, Lessee shall pay the deficiency between the Rent for such periods and the payments received through re-letting; provided that such payments for re-letting are at a fair market rate.

SECTION 3. CONSIDERATION.

3.1 As consideration for the lease of the Premises, Lessee agrees to pay the following in monthly installments (collectively, the "Base Rent"):

- a) Private Pilots Lounge - \$600.00 dollars per month which is equivalent to \$7,200.00 per year.

- b) Utility Fee - \$200.00 dollars per month, which is equivalent to \$2,400.00 per year ("Utility Fee"). The Utility Fee payment includes all utility fees (power, water, sewer, garbage collection and disposal of water wash rack wastes.)
- c) End Cap Storage - \$80.00 per month, which is equivalent to \$960.00 per year.
- d) Helicopter Tie Down - \$300.00 per month, which is equivalent to \$3,600.00 per year.

3.2 Lessee shall have the option to lease additional main hangar space at the rate set by the city council for the type of aircraft in the airport fee schedule. Currently the rate is \$100.00 per night, subject to availability of space. In addition, Lessee promises and agrees to pay Lessor a helicopter tie down fee calculated at a rate of \$300.00 dollars per month/per helicopter for each helicopter which is stored at the Airport, but outside the Premises. Amounts for additional hangar space and helicopter tie-down shall be payable as additional rent (collectively, the "Additional Rent").

3.3 Base Rent shall be payable in monthly installments on or before each month of the Term with the first such installment being due on or before the Effective Date. Additional Rent, if any shall be due and payable at the same time as the next scheduled payment of Base Rent. All Base Rent and Additional Rent (collectively, the "Rent") shall be paid as the same become due, by mail or delivery to the Airport Office, Attn: Airport Manager, 3598 FM 2540 North, Bay City, Texas 77414. Rent includes all related utility fees and routine maintenance of all facilities.

3.4 In the event Lessee fails to remit Rent when the same is due, and such payments remain unpaid for ten (10) days after the date due, a late payment fee of \$50.00 shall be charged to Lessee. Failure to pay Rent or any late payments as provided for in this Lease for a period of thirty (30) days after the date said payment is due will be considered a condition of default.

3.5 The Base Rent and other fees may be adjusted upwards or downwards on October 1st of any year during the Term by the City, which date is the beginning of the City's fiscal year. Said change shall not be arbitrary and is intended to be the "market rate" for the same or similar as other regional airports, taking into consideration its location. In no event, however, will the Base Rent and other fees be adjusted upwards in excess of five percent (5%) in a given fiscal year. The rate adjustment shall be applicable to all same or similar leases. Notice of any change shall be given to Lessee in writing of any change on or before October 1st of each year. If no notice is given, the Base Rent and other fees have not changed. If notice is given, Lessee may object to said change and terminate the lease with 90 days' notice to City. Base rent and fees for Lessee during the 90-day period shall be at rates previously agreed upon and paid by Lessee.

SECTION 4. COVENANTS AND CONDITIONS

4.1 Lessee covenants and agrees that it will use the Premises solely for office, aviation businesses and aviation business related purposes as required by Chapter 18 Aviation, of Lessor's Code of Ordinances which can be found at the following link: https://www.municode.com/library/tx/bay_city/codes/code_of_ordinances?nodeId=PTIICOOR_CH18AV, unless Lessee obtains a written permit from City Council and the State of Texas approving a commercial use that is different from the permitted uses and purposes described in this paragraph. Lessee shall have exclusive right to occupy the Premises and to use the Premises for the uses and purposes described in this paragraph as long as Lessee is not in default of this Lease.

4.2 Lessee shall maintain the Premises and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and in a safe, neat, sightly and good physical condition; provided that, in no event shall Lessee be required to make any capital improvements or repairs to the Premises and Lessor shall remain responsible for all routine maintenance, the roof, floors, walls, HVAC and all major building systems. Lessee shall repair all damages to the Premises and equipment located thereon caused by its employees, patrons, or its operation thereon.

4.3 Lessee agrees that in the event it shall become necessary to make changes to the plumbing, wiring or similar installations on the Premises due to Lessee's use thereof, Lessee will make such changes and installations at its sole cost and expense, subject to Lessor's approval, and such changes shall be made in accordance with all applicable federal, state and municipal laws and regulations (collectively, "Applicable Laws"). Lessor represents and warrants that the Premises will be in accordance with all Applicable Laws on the Effective Date.

4.4 If either party fails to undertake its maintenance obligations hereunder within ten (10) days after receipt of the other party's notice, then such party shall have the right to perform such maintenance for the non-performing party at the non-performing party's expense.

4.5 Lessee shall use the provided garbage dumpsters for the handling and disposal of all trash, garbage and other refuse caused or created as a result of the operation of its business. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises shall not be permitted.

4.6 Lessee shall also purchase, store and maintain in proper condition readily accessible fire extinguishers in a number and of a type approved by fire underwriters for the particular hazard involved.

4.7 Lessee will be allowed to place signage on the Premises as specified in Lessor's Zoning Ordinances, as amended. Detached signs and flashing lighted signs are strictly prohibited. Should Lessor allow other lessees of premises at the Airport to place larger or different types of signs on their property, Lessee shall be allowed to place signs of equivalent sizes and types on the Premises as is fair and equitable.

4.8 Lessee covenants and agrees to comply with all Applicable Laws, all rules and regulations of the Police, Fire and Health Departments, all rules and regulations established by Lessor for the operation of the Airport as such laws, rules and regulations currently exist or may hereafter be amended or adopted; provided that such rules and regulations established by Lessor for the Airport shall apply to all users of the Airport and shall not discriminate against Lessee's use thereof. It is understood and agreed that if Lessor gives notice to Lessee of any such violation on the part of Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately cease and desist from such violations, and take all necessary steps to ensure that such violation is corrected and that such violation does not reoccur.

4.9 Lessee shall, at its own risk, cost and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the Premises.

4.10 Lessor reserves the right to contract with any other person or business which might be in direct or indirect competition with Lessee. It is understood that this Lease does not in any way grant exclusive right to Lessee to perform any aeronautical function at the Airport, including, but not limited to, aircraft maintenance or repair.

4.11 Lessee shall comply with all applicable Federal Aviation Administration and Texas Department of Transportation rules and regulations. All activities of Lessee shall be conducted so as not to interfere with other Airport traffic, including, but not limited to, runway(s), taxiways, ramps, aprons and fueling points.

SECTION 5. INDEPENDENT CONTRACTOR.

5.1 It is expressly understood and agreed: (a) that Lessee shall operate hereunder as an independent contractor as to all rights and privileges granted herein and not as an agent, representative or employee of Lessor; (b) that Lessee shall have exclusive control of and the exclusive right to control the details of its operations on the Premises and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, or subcontractors; (c) that the doctrine of respondent superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and (d) that nothing herein shall be construed as creating a relationship of employer-employee, principal-agent, partner or joint venture or enterprise or any such similar relationship between Lessor and Lessee.

SECTION 6. INDEMNIFICATION.

6.1 Lessee agrees to indemnify and hold harmless the Lessor and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon negligent acts or omissions arising out of Lessee's occupancy of the Premises or use of the Airport and/or activities conducted in connection with this Lease except to the extent caused by the negligent acts or omissions of Lessor and its agents, employees and representatives. Such indemnification shall include, but is not limited to, acts or omissions on the part of Lessee's contractors, subcontractors, and sub-lessee. Lessee shall also indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Premises demised hereunder arising as a result of Lessee's conduct or activity.

Lessee's indemnity obligations extend to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity Provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitutional claims, or otherwise.

Lessor assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to defects or conditions which may now exist or which may hereafter arise upon the Premises except to the extent that such defects or conditions are due to the negligence of Lessor, its employees or agents or the failure of Lessor to comply with the provisions of this Lease.

It is expressly understood and agreed that Lessor shall not be liable or responsible for the negligence of Lessee, its agents, servants, employees and customers. Lessee further agrees that Lessee shall at all times exercise reasonable precautions for the safety of, and shall be solely responsible for the safety of Lessee's agents, representatives, employees, members, patrons, visitors, contractors and subcontractors (if any), and/or sub-lessee, and other persons, as well as for the protection of supplies and equipment and the property of Lessee or other persons. Lessee further agrees to comply with all applicable provisions of Federal, State, and municipal safety laws, regulations, and ordinances.

6.2 Lessor shall in no way be responsible for any property belonging to Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees which may be stolen, destroyed or in any way damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims.

SECTION 7. INSURANCE.

7.1 As a condition precedent to Lessee's right to operate at the Airport, Lessee shall continuously maintain in effect during the term of this Lease and any extension thereof, at Lessee's expense, the following insurance coverage:

- a) Comprehensive General (Public) Liability Insurance covering the Leased Premises, the Lessee, and Lessee's activities at the Airport. Liability insurance limits shall be in the following minimum amounts: Bodily Injury, including Death and Property Damage: \$1,000,000 combined single limit coverage, on a per occurrence or claims made basis/\$1,000,000 aggregate limit.
- b) Aircraft Liability to cover all flight operations of Lessee.
- c) Fire and extended coverage to cover 80% of the full replacement value for all facilities erected by Lessee during this Lease. This coverage shall include for theft, vandalism, malicious mischief, as well as damages caused from weather conditions, acts of God, etc.

7.2 All policies shall name the Lessor as an additional named insured and provide for a minimum of thirty (30) days written notice to the Lessor prior to the effective date of any cancellation, material change, or lapse of such policies. Notwithstanding other provisions herein contained, Lessor may cancel this Lease with notice to Lessee should Lessee's insurance lapse for a period of thirty (30) days or more. Lessor may elect to reinstate and revive such Lease after such insurance obligation is cured by Lessee. Lessor shall be listed as a Certificate Holder on Lessee's insurance and shall receive notification of any lapse

7.3 Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the Lessor.

SECTION 8. ENVIRONMENTAL PROVISIONS.

8.1 Lessee agrees to properly position and tie down the aircraft and property on the Premises and to adequately collect excessive amounts of oil or other fluids which may drip or leak from such aircraft or property.

8.2 Lessee agrees to properly store, collect and dispose of all chemicals and chemical residues, and petroleum products and residues, including oil and gas samples; to properly store, confine, collect and dispose of all paint, including paint spray in the atmosphere, and paint products; and to comply with all local, state and federal regulations governing the storage, handling or disposal of such chemicals, petroleum products and paints. In the event of any accident or spillage by Lessee of any petroleum product, chemical, toxic compound, Hazardous Materials (as defined below) on or at the Premises, Lessee shall comply with all federal, state and local laws, rules, and regulations pertaining thereto, including notification of proper authorities, safety of all persons potentially affected, evacuation of the Premises, if necessary, clean-up and disposal. Additionally, Lessee shall be solely responsible for all costs associated with any spillage of any such compounds or wastes on or at the Premises, and for the clean-up and disposal of any such compounds, including Hazardous Materials, on the Premises, in accordance with applicable laws, rules and regulations.

8.3 Lessee agrees to comply with all Environmental Requirements (as defined below) regarding the conduct of Lessee's business on the Premises.

8.4 As used in Section 8, the following terms have the meanings set forth below:

"Hazardous Materials" shall mean any substance which is or contains (a) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to CERCLA; (c) any substance regulated by the Toxic Substance Control Act

(15 U.S.C. §525 et seq.); (d) asbestos and asbestos containing material, in any form, whether friable or non-friable; (e) polychlorinated biphenyls; (f) radon gas; and (g) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall also include, without limitation, any substance, the presence of which on the Premises: (i) requires reporting, investigation or remediation under Environmental Requirements; (ii) causes or threatens to cause a nuisance on the Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Premises or adjacent property; or (iii) which, if emanated or migrated from the Premises, could constitute trespass.

“Environmental Requirements” shall mean all laws ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivision in which the Premises is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water ground water or land or soil).

8.5 Lessee agrees to provide company protocol regarding the safe handling, storing and transporting of oil and gas samples collected and transported by Lessee.

8.6 Lessee acknowledges and agrees that the sale of oil, aviation fuels or any other type of fuel by Lessee is prohibited on the Premises.

SECTION 9. NO ASSIGNMENT.

9.1 Lessee shall not have the right to sublet or assign all or any part of its rights, privileges or duties under this Lease. Notwithstanding the foregoing, Lessee shall not require Lessor’s consent to any sublease or assignment of this Lease to one of its affiliates, so long as affiliate is engaged in aviation services. Lessor expressly consents to the use of the Premises by any entity providing aviation services to Lessee.

SECTION 10. INSPECTION.

10.1 Upon reasonable notice, Lessor shall have the right to enter the Premises for inspection at reasonable times during normal business hours.

SECTION 11. DEFAULT.

11.1 Each of the following shall constitute an event of default by Lessee:

- A. Lessee shall fail to pay any Rent as provided for in this Lease and such failure shall continue for a period of thirty (30) days after the date said payment is due.
- B. Lessee neglects or fails to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed or any way observed, other than non-payment of Rent, and if such neglect or failure should continue for a period of thirty (30) days after delivery to Lessee of written notice of such neglect or failure.

11.2 In the event of failure to pay Rent, Lessor will have the option to:

- A. Terminate this Lease, resume possession of the Premises and recover immediately from Lessee the amount, if any, that the Rent exceeds the fair rental value of the Premises for the remainder of the Term, reduced to present worth; or
- B. Resume possession and re-let the property for the remainder of the Term for the account of Lessee and recover any outstanding amounts at the end of the Term or at the time each payment of Rent comes due under this Lease, whichever Lessor may choose.

11.3 If either party fails to perform or breaches any provision of this Lease, and after giving 30 days' written notice the failure or breach continues for ten (10) days after said written notice specifying the required performance has been given to the party failing to perform, either:

- A. The party giving notice may institute action in court to terminate this Lease or to require the other party to complete performance of the Lease; or
- B. The party may, after thirty (30) days written notice to the other, comply with the Lease and correct any failure or breach, with the costs of the compliance payable on demand to the other party.

SECTION 12. TERMINATION.

12.1 Lessee agrees and covenants that it will, at the end of the Term or upon the earlier termination of this Lease pursuant to the provisions hereof, peaceably deliver up unto Lessor the Premises and all appurtenances or improvements thereon in a good state of repair, ordinary wear and tear excepted, and vacant, unencumbered and in good and tenantable condition.

SECTION 13. ATTORNEY'S FEES AND COSTS

13.1 The prevailing party in any action arising between Lessor and Lessee under this Lease shall be entitled to its reasonable attorney fees and costs.

SECTION 14. NOTICE.

14.1 Any notice required by this Lease to be sent to Lessor shall be sufficient if hand delivered sent by registered mail, postage prepaid, addressed to: James Mason Airport Manager, 3598 FM 2540 North, Bay City, Texas, 77414. Any notice required by this Agreement to be sent to Lessee shall be sufficient if sent by registered mail, postage prepaid, addressed to Williams Field Services – Gulf Coast Company, L.P., 2200 Avenue A, Bay City, Texas, 77414, Attn: Aaron Rodgers, with a copy to Williams Field Services – Gulf Coast Company, L.P., One Williams Center, 720 NE, Tulsa, Oklahoma 74172, Attn: Mgr-Facilities, Corporate Real Estate, or to such other address as the parties may designate to each other in writing from time to time.

SECTION 15. GOVERNING LAW AND VENUE.

15.1 This Lease shall be enforceable and construed under the laws of the State of Texas and venue for any action brought to interpret or enforce this agreement shall lie in a court that has jurisdiction in Matagorda County, Texas.

SECTION 16. SOVEREIGN IMMUNITY.

16.1 Nothing in this lease is intended to or shall have the effect of waiving any privileges or immunities afforded the Lessor under the laws of the State of Texas including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the Lessor retains all such privileges and immunities afforded under such laws.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 This Lease and any attachments or Exhibits hereto constitute the entire agreement by the parties hereto concerning the lease of the Premises. Any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void. Any change or modification hereof shall be in writing signed by both parties.

17.2 The “Section” captions and heading are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

17.3 The parties to this Lease hereby acknowledge and agree that they have the power, right, and authority to enter into this Lease.

17.4 If any section, paragraph, sentence, or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

17.5 The Lessor shall not be required to perform any term, condition, or covenant in the Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, actions of the State or Federal government and any other cause not reasonably within the control of the Lessor.

17.6 Lessee shall pay to Lessor the standard commercial rate for fuel, plus all federal state and local taxes, if applicable. If there are any provisions existing for any type of tax exemptions, the burden shall be on the Lessee to provide any and all documents for such exemption.

17.7 Lessee shall at their own expense have the Private Pilots Lounge cleaned once weekly by a reputable and licensed cleaning service.

17.8 Lessee shall pay Lessor \$100.00 per year for pest control by a licensed and bonded pest control company for the area known as the Private Pilots Lounge.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2020.

City of Bay City, Texas

Williams Field Services – Gulf Coast Company, L.P.

BY: _____
Robert Nelson, Mayor

BY: Williams Field Services Company, its
general partner

By: _____

Name: _____

Title: _____

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
Roberts, Odefey, Witte & Wall, LLP Attorneys At Law

Attachment: Bay City - William Airport Lease -final draft (4186 : Airport Commercial Lease Agreement)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4184)

Meeting: 02/11/20 06:00 PM
Department: Finance
Category: Agreement
Prepared By: Scotty Jones
Initiator: Beverly Griffith
Sponsors:
DOC ID: 4184

DISCUSS, CONSIDER AND/OR APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS)

BACKGROUND:

This is an incentive that has been used by the Court since at least 2012 to encourage defendants to clear any outstanding warrants. The DPS partners with courts across Texas with their Failure To Appear (FTA) Program. For example, if the City has active warrants on outstanding balances, the Municipal Court can send these cases to DPS -- a hold then can be placed on the Defendant's driver's license. Once a defendant clears any outstanding violations, their driver's license number is cleared out of the FTA program.

Texas Transportation Code, Chapter 706

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of Matagorda

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court Court of the [City or County] of Bay City (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Bay City Municipal Court	Department of Public Safety
Attn.:	Katy Plunkett	Enforcement & Compliance Service
Address:	1824 6th St.	5805 North Lamar Blvd.
Address:	Bay City, TX 77414	Austin, Texas 78752-0001
Fax:	979-323-9711	(512) 424-5311 [fax]
Email:	kplunkett@cityofbaycity.org	Driver.Improvement@dps.texas.gov
Phone:	214-738-5225	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 02/11/20 06:00 PM
Department: Public Works
Category: Property
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 4187

ADOPTED

AGENDA ITEM (ID # 4187)

**~ DISCUSS, CONSIDER AND/OR AUTHORIZE THE
MAYOR/CITY MANAGER TO EXECUTE A PURCHASE AND
SALE AGREEMENT FOR AN UN-NUMBERED LOT IN BLOCK
8 OF SECTION 3 IN MC DONALD MEADOWS ADDITION IN
BAY CITY, TEXAS FOR THE PURPOSE AND OPERATION AS
A LIFT STATION.**

The proposed property is located in McDonald Meadows on the southeast corner of Glen Haven Drive and Holly Glen Drive. The city has owned and operated the lift station on this property since the subdivision was developed. The un-numbered lot was referred to as reserve for a future park on the plat but was sold as private property over the years. There are no recorded easements for the lift station, sewer lines or drainage on the property.

This property has changed ownership three (3) times since 2014. Each of the owners has approached the city about easements and what can be constructed on the property. The existence of the lift station and drainage restricts practical use of the site for any type of residential construction.

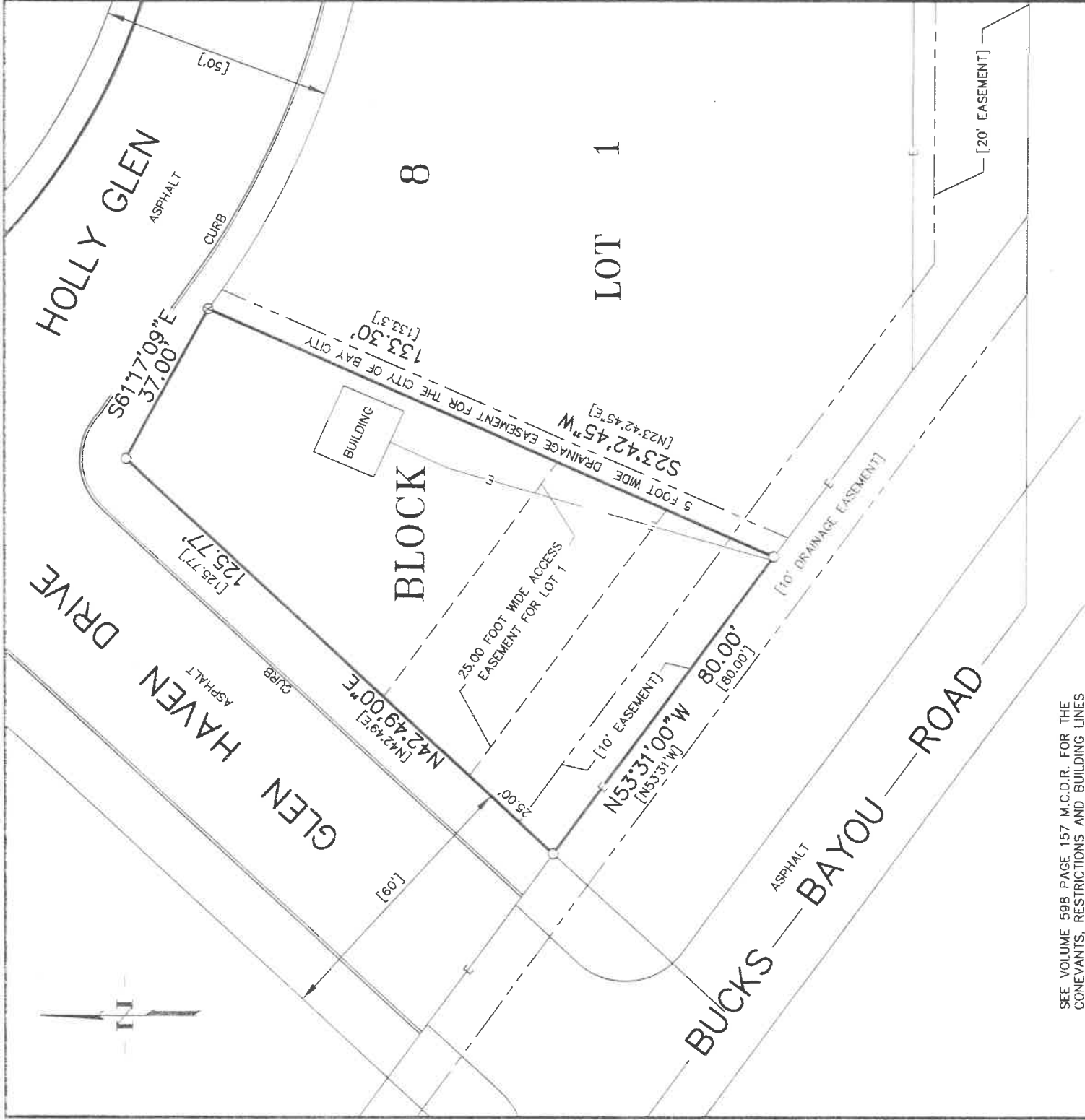
The current owner is planning to build a new home on the adjacent lot (Lot 1 on the survey) and planned to build a shop on the un-numbered lot. Since he cannot construct the shop on the un-numbered lot, he is willing to sell the property to the city. He is asking to retain an access easement across the un-numbered lot to access the rear of the adjacent lot where he could build a shop.

Staff recommends the City Council approve the request to purchase the property and authorize the City Manager and/or the Mayor to execute the appropriate documents to complete the sale.

COMMENTS - Current Meeting:

Louis Rodriguez, Assistant Director of Public Works presented the agenda item.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum



SEE VOLUME 598 PAGE 157 M.C.D.R. FOR THE
COVENANTS, RESTRICTIONS AND BUILDING LINES
FOR THIS PROPERTY.

SURVEY PLAT SHOWING
THE UN-NUMBERED LOT IN
BLOCK 8 OF SECTION THREE OF
MCDONALD MEADOWS ADDITION TO
THE CITY OF BAY CITY
VOLUME 7, PAGE 55 OF THE
MATAGORDA CO. PLAT RECORDS
I. & G. N. R. R. CO. SURVEY 1
BLOCK 4, ABSTRACT NO. 271
MATAGORDA COUNTY, TEXAS

LEGEND

- O EXISTING 5/8" IRON ROD
- ⊙ EXISTING 1/2" IRON ROD
- ⊗ CHISELED/MARKED "X" IN CONC.
- OVERHEAD POWERLINE
- EXISTING IRON FENCE
- M.C.D.R. MATAGORDA COUNTY DEED RECORDS
- [] PLAT OR DEED CALL

FLOOD DATA

ACCORDING TO THE APPROXIMATE SCALE OF THE
NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 485455 0005 C, REVISED JUNE 5, 1985,
THIS PROPERTY IS LOCATED IN ZONE C.

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND
SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON
REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND
UNDER MY DIRECTION ON NOVEMBER 18, 2019.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



CITY OF BAY CITY

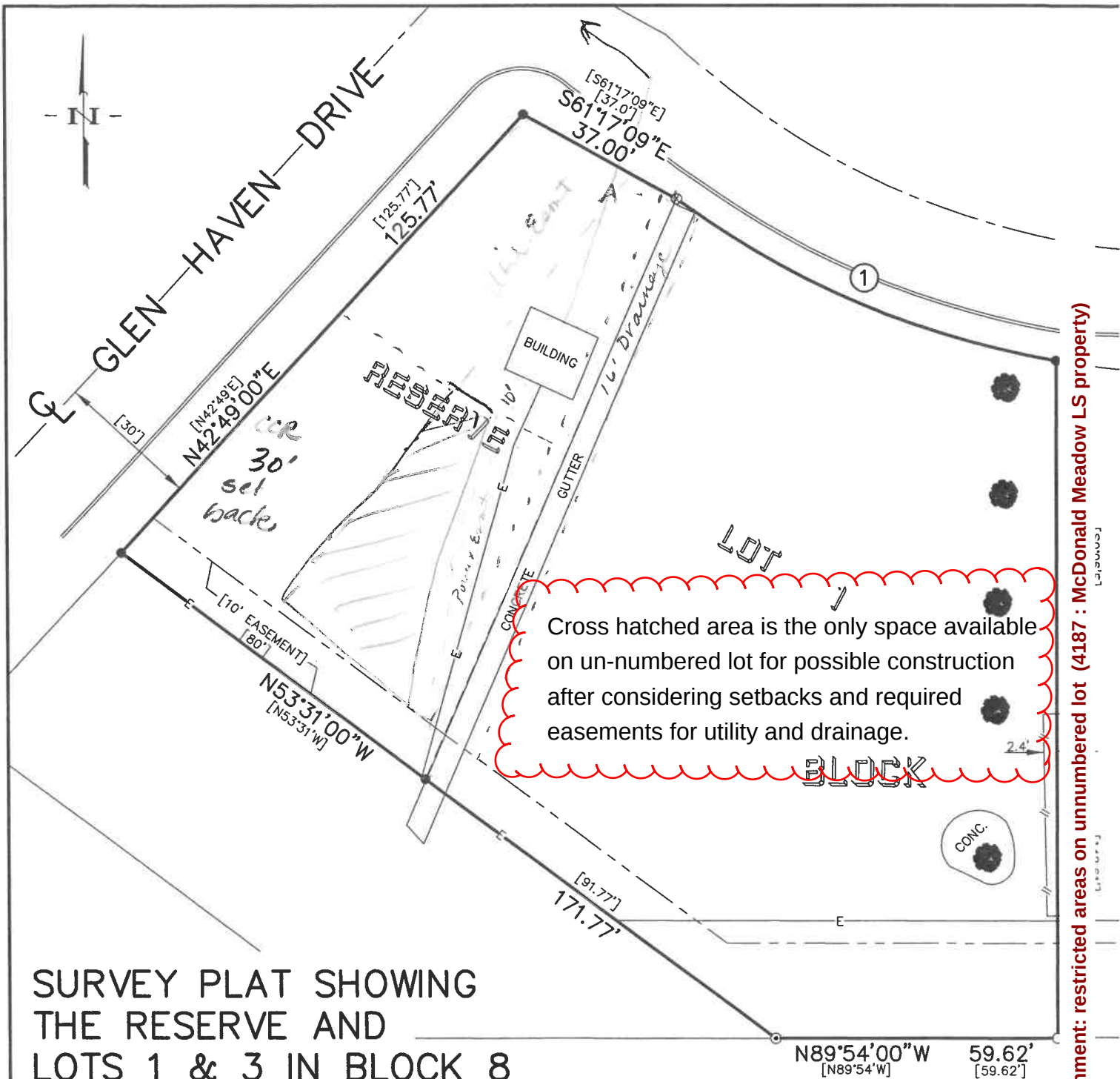
G & W ENGINEERS, INC.

ENGINEERING • SURVEYING • PLANNING
205 W. LIVE OAK STREET
PORT LAVACA, TEXAS 77979
TBPLS FIRM NO.: 10022100
(361) 552-4509; PORT LAVACA
(979) 323-7100; BAY CITY





Attachment: Property on Google (4187 : McDonald Meadow LS property)



Attachment: restricted areas on unnumbered lot (4187 : McDonald Meadow LS property)

SURVEY PLAT SHOWING
THE RESERVE AND
LOTS 1 & 3 IN BLOCK 8
SECTION THREE OF
McDONALD MEADOWS ADDITION TO
THE CITY OF BAY CITY
VOLUME 7, PAGE 55 OF THE
MATAGORDA CO. PLAT RECORDS
I. & G. N. R. R. CO. SURVEY 1
BLOCK 4, ABSTRACT NO. 271
MATAGORDA COUNTY, TEXAS

LEGEND

- EXISTING 5/8" IRON ROD
- ⊙ EXISTING 1/2" IRON ROD
- SET 5/8" IRON ROD WITH PLASTIC CAP
- ⊗ CHISELED/MARKED "X" IN CONC.
- E— OVERHEAD POWERLINE
- //— EXISTING IRON FENCE
- [] PLAT OR DEED CALL
- LANDSCAPED TREE

NAT
PAN
THI



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4192)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Planning / Plat
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4192

~ DISCUSS, CONSIDER, AND/OR APPROVE A SUBDIVISION PLAT FOR SH 60 RETAIL CENTER SUBDIVISION, LOCATED IN THE 3601 BLOCK OF AVENUE F IN THE BAY CITY, TEXAS.

This is a subdivision plat for the SH 60 Retail Center Subdivision. The site is located in the 3601 Block of Avenue F, located north of the Subway sandwich shop. This plat is being submitted to council for approval since the planning commission does not have enough members for a quorum.

The vacant property is being subdivided for development. Reserved A will be developed as a value and convenience retailer--Family Dollar. Reserve B does not have any planned development at this time.

The plat and associated documentation are attached for review.

The Public Works department has reviewed the plat and the plat meets all requirements. A draft of the letter of approval is attached for your review. The signed letter of approval and the Certificate of Approval will be presented at the meeting.

Approval of the plat is recommended.

COMMENTS - Current Meeting:

Barry Calhoun, Public Works Director, presented the agenda item.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

DRAFT
January 29, 2019

**RE: Final Plat Approval for SH 60 Retail Center
Located at 3601 Block Avenue F Bay City, TX 77414
Reserve A – Family Dollar
Reserve B – Remainder for Future Development**

Dear Council Members:

Public Works is submitting the subdivision plat for the SH 60 Retail Center Plat for consideration and/or approval to the Bay City City Council at their meeting on February 11, 2020 since the Planning Commission does not currently have enough members for a quorum. (Section 98-40(a) allows council to approve if the planning commission cannot meet.)

The property being platted is located southeast of the intersection of Avenue F (SH 60) and Nile Valley Drive. The property is owned by the E Ward Properties #1, LTD LLP and Bay City G2K Development, LLC. The property was previously covered in native grasses with no improvements. This plat is required to subdivide the property providing for development of a retail store and a reserve for future development. The property has several existing city easements for drainage, utilities and a sidewalk that are shown on the plat.

Plat approval involves three stages as required by Part II – Code of Ordinance, Chapter 98 – Subdivisions, Article II. Platting Procedures, etc.:

- (1) Departmental review by City Public Works and Gas Company;
- (2) Completeness Review by the Director of Public Works; and
- (3) Final Approval by City Planning Commission or City Council.

Departmental review and the Completeness Review have been completed. This report is a summary of the completeness review and prepared for the consideration of the third stage in the process, Final Approval.

The 5.0 acre tract (PID 12498) has not previously been platted and is part of the E Hall Abstract No. 45. Two commercial reserves are being platted. Reserve A will be developed as a Family Dollar Store. No development is currently planned for Reserve B. Additional information regarding the subdivision of the tract is described below:

- Reserve A—A Family Dollar Store, addressed 3609 Avenue F, is proposed to be constructed on this reserve with parking and a private driveway that will access SH 60. Detention for the development will be provided within the Reserve. A new public utility easement is shown on the plat to extend water from Nile Valley ROW to the site and the lot immediately to the south of Reserve A (currently a Subway.)

Attachment: DRAFT Letter (4192 : SH 60 Retail Center Subdivision)

- Reserve B—No development is currently planned for this tract. The owner will be required to coordinate drainage with the Matagorda County Drainage District No. 1 prior to the City issuing a building permit for development of this reserved.
- The D.V. Subway property, located directly south of Reserve A, has existing water and sewer service lines that cross Reserves A and B. Private utility easements have been added for relocation of the service lines.

The final plat complies with the following as specified in Section 98-40 (c):

- (1) Plat is on 18x24 with an appropriate scale.
- (2) Title and other drawing details required by this item are shown.
- (3) Certificate of ownership is shown on plat along with the dedication of the ROW for the applicable public easements.
- (4) All data necessary to reproduce the plat on the ground is shown on the plat.
- (5) Certificate of approval for mayor and city secretary are on the face of the plat.
- (6) The title report for the 5.0 acres and the applicable tax certificates have been submitted.
- (7) The developer will be extending a water line. The developer has submitted civil plans which have been approved for construction. The City will inspect all construction prior to providing city utility connections.
- (8) Bay City Gas Company and AEP have certified that they are satisfied with the plat and will be able to service the site. Easements will be provided by separate instruments.
- (9) There are no deed restrictions for this property.
- (10) No portion of this property is lower than the 100-year flood elevation. The plat states that this property is in Zone X.
- (11) Electronic files (pdf) have been provided.
- (12) Certificate of Completeness from Public Works is being issued on January 30, 2021

The Matagorda County Drainage District No. 1 approved the drainage plan for this site at their regular meeting on January 28, 2020. As noted previously, the site will include the construction of a detention on Reserve A for the Family Dollar store. The pond will have a restricted release to the State Highway 60 storm sewer. The detention pond is designed as a dry pond. Drainage for Reserve B will be designed by the future developer. The plat contains notes that the drainage easements will be maintained by the owner/developer. The City and the Drainage District are allowed access and have the right to perform maintenance if required.

The developer has coordinated an access (driveway) permit with the Texas Department of Transportation (TxDOT) for their proposed driveway connection to SH 60 (Avenue F). The driveway will provide access for both reserves to SH 60 as per a shared access easement that has been recorded. TxDOT has also approved connection of the drainage to their storm sewer system.

There is an existing sidewalk along the SH 60 (Avenue F) frontage. The owner will utilize the existing sidewalk with improvements on private property to make the pedestrian path from the building to the sidewalk ADA compliant.

Public Works has examined the plat and it conforms to all applicable criteria and standards. The final filing fee, as prescribed in Section 98-42, has been collected.

Approval of this Final Plat is recommended and a Certificate of Completeness is attached.

Report Prepared By: Marla Jasek, P.E., Assistant Director of Public Works

Sincerely,

Barry Calhoun
Director of Public Works
City of Bay City

cc: David Holubec, City Secretary
File

Attachment: DRAFT Letter (4192 : SH 60 Retail Center Subdivision)

STATE OF TEXAS
COUNTY OF MATAGORDA
CITY OF BAY CITY

WE, ERWIN E. WARD, TRUSTEE AND BAY CITY G2K DEVELOPMENT, LLC, OWNERS OF THE PROPERTY SUBDIVIDED IN THIS PLAT OF SH 60 RETAIL CENTER, BEING 5.5041 ACRES OF LAND LOCATED IN THE ELISHA HALL LEAGUE, ABSTRACT NO. 45, MATAGORDA COUNTY, TEXAS, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED.

IN TESTIMONY WHEREOF, EDWIN E. WARD, TRUSTEE, AND BAY CITY G2K DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY EDWIN E. WARD, AND JIM GUNN, MANAGING MEMBER OF BAY CITY G2K DEVELOPMENT, LLC, THIS 14th DAY OF JANUARY, 2020.

BY: Erwin E. Ward
ERWIN E. WARD, TRUSTEE

BAY CITY G2K DEVELOPMENT, LLC,

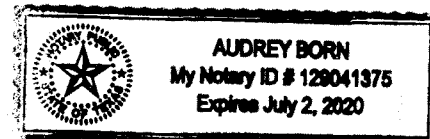
BY: Jim Gunn
JIM GUNN
MANAGING MEMBER

STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERWIN E. WARD, TRUSTEE, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF JANUARY, 2020.

Audrey Born
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



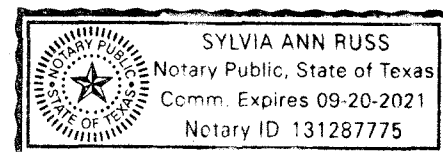
MY COMMISSION EXPIRES: 7-2-20

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIM GUNN, MANAGING MEMBER, OF BAY CITY G2K DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13 DAY OF JANUARY, 2020.

Sylvia Ann Russ
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, TEXAS



PRINT NAME: Sylvia Russ

MY COMMISSION EXPIRES: 9-20-21

WE, FIRST NATIONAL BANK OF CENTRAL TEXAS, OWNERS AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS SH 60 RETAIL CENTER SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN CLERK'S FILE NO. 2019-7249 OF THE REAL PROPERTY RECORDS OF MATAGORDA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIEN AND WE CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME OR ANY PART THEREOF.

FIRST NATIONAL BANK OF CENTRAL TEXAS

BY: Joe Barrow
JOE BARROW
EXECUTIVE VICE PRESIDENT

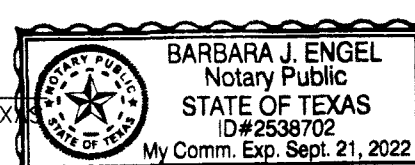
STATE OF TEXAS

COUNTY OF McLENNAN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOE BARROW, EXECUTIVE V.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 16 DAY OF JANUARY, 2020.

Barbara J. Engel
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



PRINT NAME: Barbara J. Engel

MY COMMISSION EXPIRES: 9-21-22

DRAINAGE DISTRICT CERTIFICATION

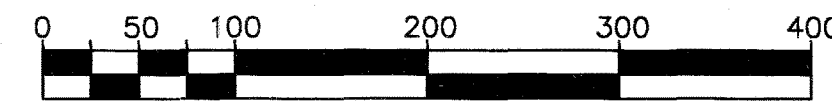
STATE OF TEXAS

COUNTY OF MATAGORDA

THE UNDERSIGNED, PRESIDENT OF MATAGORDA COUNTY DRAINAGE DISTRICT NO. 1, DOES HEREBY CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE 28th DAY OF Jan, 2020, THE BOARD OF DIRECTORS OF SAID DISTRICT APPROVED THIS SUBDIVISION PLAT FOR EASEMENT LOCATION AND DEDICATION ONLY. IT SHALL BE UNDERSTOOD THAT THE CITY OF BAY CITY SHALL NOT ISSUE A BUILDING PERMIT FOR ANY CONSTRUCTION IN THIS SUBDIVISION WITHOUT THE CONSTRUCTION PLANS OR THE DRAINAGE IMPROVEMENTS BEING FIRST REVIEWED AND APPROVED BY MATAGORDA COUNTY DRAINAGE DISTRICT NO. 1.

Barrett Franz
BARRETT FRANZ, CHAIRMAN

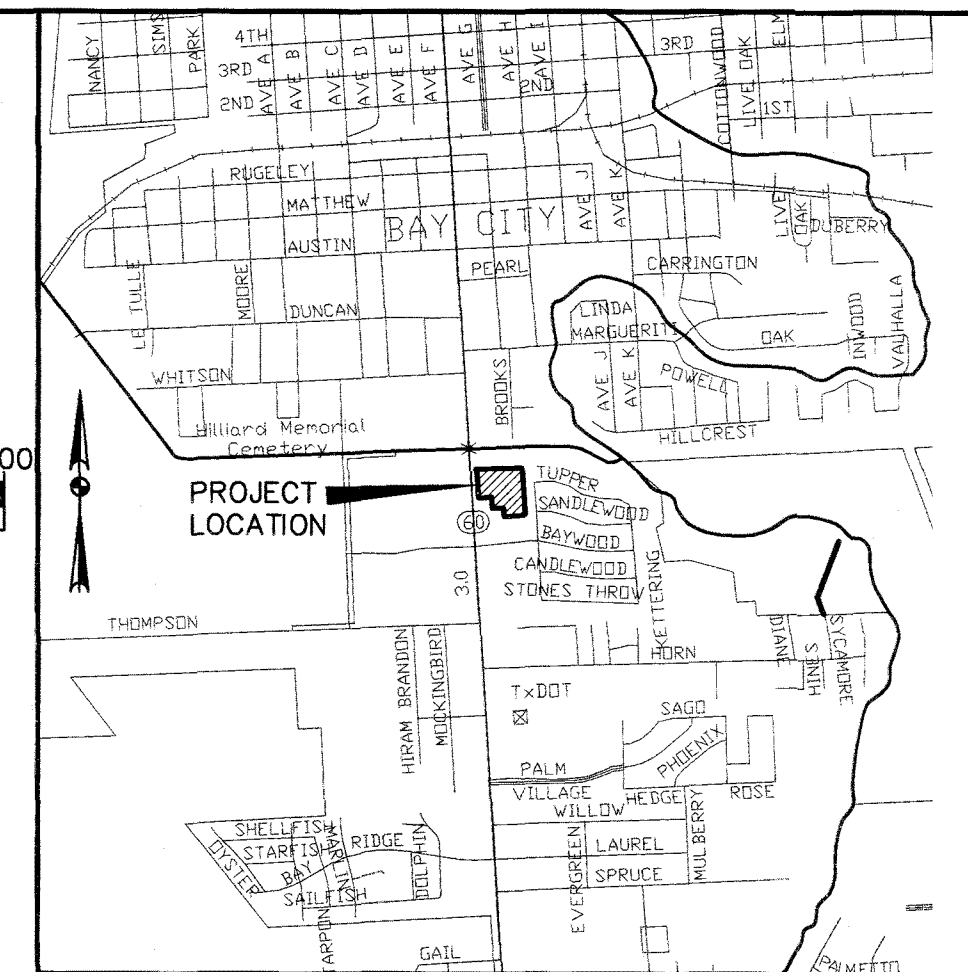
CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	12.00'	89°55'48"	18.83'	N 41°46'57" E	16.96'



GRAPHIC SCALE: 1" = 100'

LEGEND

I.R. - IRON ROD
VOL. - VOLUME
PG. - PAGE
R.O.W. - RIGHT-OF-WAY
ESMT. - EASEMENT
FND. - FOUND
SQ. FT. - SQUARE FEET
N - NORTH
S - SOUTH
E - EAST
W - WEST
NO. - NUMBER
F.C. - FILM CODE
U.E. - UTILITY EASEMENT
B.L. - BUILDING LINE
M.C.C.F. NO. - MATAGORDA COUNTY CLERK'S FILE
M.C.D.R. - MATAGORDA COUNTY DEED RECORDS
M.C.M.R. - MATAGORDA COUNTY MAP RECORDS
S.S.E. - SANITARY SEWER EASEMENT
O.P.R.O.R.P. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
"o" - INDICATES SET 5/8" IRON ROD



VICINITY MAP

STANDARD PLAT NOTES:

- 1- THIS PLAT LIES WITHIN THE CITY OF BAY CITY CITY LIMITS.
- 2- NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
- 3- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- 4- ALL DRAINAGE EASEMENTS, FACILITIES AND RESERVES ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- 5- THE PURPOSE OF THIS PLAT IS TO ALLOW DEVELOPMENT OF A FAMILY DOLLAR AND/OR RETAIL FACILITY ON THIS SITE.

SURVEY NOTES:

- 1- ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
- 2- ELEVATIONS ARE BASED ON NGS SURVEY MARK NUMBER PID-AW1213 (J755) WITH AN ELEVATION OF 39.10 FEET, NAVD 1988.
- 3- TBW TOP OF 5/8" I.R. WITH CAP SET AT THE NORTHWEST CORNER OF THE PROPERTY. ELEVATION=46.77 FEET, NAVD 1988.
- 4- THIS TRACT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR MATAGORDA COUNTY, TEXAS, COMMUNITY PANEL NO. 4854550005 C, DATED JUNE 5, 1985.
- 5- SUBJECT TO RECIPROCAL EASEMENT AND PARKING AGREEMENT, VOL. 584, PG. 231 M.C.D.R.

SH 60 RETAIL CENTER

5.0541 ACRES IN THE ELISHA HALL LEAGUE
ABSTRACT NO. 45, CITY OF BAY CITY,
MATAGORDA COUNTY, TEXAS.

1 BLOCK 2 RESERVES

DATE: JANUARY, 2020 SCALE: 1" = 100'

OWNER:

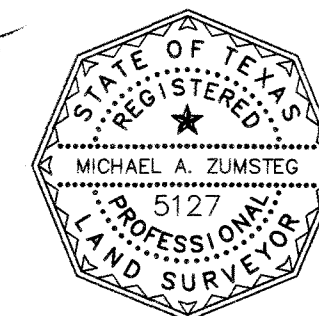
ERWIN E. WARD, TRUSTEE &
BAY CITY G2K DEVELOPMENT, LLC

SURVEYOR:

CENTURY ENGINEERING, INC
3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063
OFFICE: (713) 780-8871 FAX: (713) 780-7662

e-mail: dmassette@centuryengineering.com
T.B.P.E. FIRM REGISTRATION NO. F-380 T.B.P.L.S. FIRM REGISTRATION NO. 100965-0

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 03°15'15" W	98.00'
L2	S 86°44'51" W	121.85'
L3	N 03°10'57" W	125.00'
L4	S 86°44'51" W	145.00'
L5	N 86°49'03" E	10.00'
L6	S 03°10'57" E	89.54'
L7	N 89°20'48" E	10.01'
L8	N 86°44'51" E	17.99'
L9	N 03°10'57" W	1.10'
L10	S 03°10'57" E	49.08'
L11	S 86°44'51" W	63.98'



I, MICHAEL A. ZUMSTEG, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY; MADE UNDER MY SUPERVISION ON THE GROUND, JULY 22, 2019.

Michael A. Zumsteg
MICHAEL A. ZUMSTEG, R.P.L.S.
TEXAS REGISTRATION NO. 5127

CITY ADMINISTRATION APPROVAL

STATE OF TEXAS

COUNTY OF MATAGORDA

ON BEHALF OF THE CITY OF BAY CITY, TEXAS, I HEREBY CERTIFY THAT THIS PLAT AND SUBDIVISION OF SH 60 RETAIL CENTER WAS APPROVED IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF BAY CITY AS SHOWN HEREON; AND THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY OF BAY CITY; AND AUTHORIZE THE RECORDING OF THIS PLAT THIS 14th DAY OF JANUARY, 2020, PROVIDED HOWEVER, THIS APPROVAL SHALL BE INVALID, NULL AND VOID UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK OF MATAGORDA COUNTY WITHIN SIX (6) MONTHS.

Robert K. Nelson
MAYOR

David Holubec
CITY SECRETARY

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS

COUNTY OF MATAGORDA

I, JANET HICKL, CLERK OF COUNTY COURT AND COUNTY CLERK OF MATAGORDA COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF JANUARY, 2020; 0 O'CLOCK M. AND WAS DULY RECORDED ON THE 14th DAY OF JANUARY, 2020 IN THE MATAGORDA PLAT RECORDS, SLIDE NO. 14.

COUNTY CLERK
COUNTY OF MATAGORDA
STATE OF TEXAS



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4180)

Meeting: 02/11/20 06:00 PM
Department: Public Works
Category: Bid
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 4180

**~ DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR THE RIVERSIDE PARK BOAT
RAMP IMPROVEMENTS TO K-C LEASE SERVICE, INC DBA
MATAGORDA CONSTRUCTION & MATERIALS IN THE
AMOUNT OF \$63,540.00 AND AUTHORIZE THE MAYOR TO
EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY
ATTORNEY BETWEEN THE CITY OF BAY CITY AND
MATAGORDA CONSTRUCTION & MATERIALS**

The Riverside Park boat ramp sustained damage due to the Colorado River flooding associated with Hurricane Harvey. FEMA has authorized \$63,884.67 for repairs to the boat ramp and dock.

FEMA Project 3789 Damage #24083 Riverside Park Boat Ramp and Dock \$63,884.67

Plans and specifications for the boat ramp repairs were prepared by Urban Engineering, Victoria, TX.

Since the project exceeds \$50,000, the city must comply with statutory procedures for competitive and sealed bids. The project was advertised in the local newspaper on January 8 and January 15, 2020 and on the Texas bid system at bidnetdirect.com since June 8, 2020. A pre-bid meeting was held at Riverside on January 22, 2020. The public bid opening was held on January 29, 2020.

A bid tabulation is attached. The two lowest bidders are very close and both have done acceptable work for the city in the past. Award of the contract is recommended to the lowest bidder, K-C Lease Service, Inc. DBA Matagorda Construction and Materials.

COMMENTS - Current Meeting:

Councilwoman, Becca Sitz and Councilman, Brent Marceaux were appreciative that a local contractor was the winning bidder.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RIVERSIDE PARK ROAD BOAT RAMP IMPROVEMENTS									
THE CITY OF BAY CITY									
BAY CITY, TEXAS									
Bid Opening: January 29, 2020									
				K-C Lease Service, Inc. DBA Matagorda Construction & Materials		Lester Contracting, Inc.		Coast to Coast Construction, Inc.	
GENERAL									
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.	Mobilization, Insurance and Bonds (Max. 5% of Total Bid)	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
2.	Barricades and Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,150.00	\$ 5,150.00	\$ 3,000.00	\$ 3,000.00
3.	Prepare and Implement Storm Water Pollution Prevention Plan	1	LS	\$ 7,400.00	\$ 7,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
4.	Crush Existing Concrete & Place as Directed	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00
5.	Install Sand Backfill (to be provided by the City)	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,700.00	\$ 2,700.00	\$ 5,000.00	\$ 5,000.00
6.	Concrete Pavement	1,400	SF	\$ 12.00	\$ 16,800.00	\$ 13.75	\$ 19,250.00	\$ 20.00	\$ 28,000.00
7.	Concrete Wall	1,000	SF	\$ 18.00	\$ 18,000.00	\$ 21.25	\$ 21,250.00	\$ 30.00	\$ 30,000.00
8.	Concrete Curb	102	LF	\$ 20.00	\$ 2,040.00	\$ 16.50	\$ 1,683.00	\$ 25.00	\$ 2,550.00
TOTAL BID					\$ 63,540.00		\$ 64,033.00		\$ 87,550.00
CALENDAR DAYS TO SUBSTANTIAL COMPLETION					60		60		30

Attachment: COBC E23032.00 Riverside Park Boat Ramp Improvements Bid Tab 012920 (4180 : Award



January 31, 2020

Ms. Marla Jasek, P.E., CFM
 Assistant Director of Public Works
 City of Bay City
 1901 5th Street
 Bay City, TX 77414

RE: Recommendation of Award
 U.E. Job No. E23032.00
 Riverside Park Boat Ramp Improvements
 Bay City, Texas

Dear Ms. Jasek:

On Wednesday, January 29, 2020 at 2:00 p.m., public bids were opened for the Riverside Park Boat Ramp Improvements project. The following bids were received:

Bidder	Total Bid	Calendar Days to Substantial Completion
K-C Lease Service, Inc. DBA Matagorda Construction & Materials	\$63,540.00	60
Lester Contracting, Inc.	\$64,033.00	60
Coast to Coast Construction, Inc.	\$87,550.00	30

K-C Lease Service, Inc. DBA Matagorda Construction & Materials submitted the lowest Bid and stated a completion time of 60 calendar days. I recommend that the contract for the aforementioned project be awarded to K-C Lease Service, Inc. DBA Matagorda Construction & Materials.

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at mglaze@urbanvictoria.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Glaze", is written over a light blue horizontal line.

Matt A. Glaze, P.E.
 Senior Engineer

MAG/dmf



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4178

DISCUSSION ITEM (ID # 4178)

**~ RECEIVE AND DISCUSS THE BAY CITY PUBLIC LIBRARY
STATUS REPORT.**

COMMENTS - Current Meeting:

Library Director, Samantha Denbow, presented the library's quarterly report of activities. Council members praised the Library Team for their dedication and successful programs.



Bay City Public Library First Quarter Report January 2020

Statistics – See 1st Quarter Statistics

Business Plan – See FY 2020 Update

Programs – See 1st Quarter Pictures

Updates

- Sargent Branch Library continues to move forward. The building is nearly complete. Materials will begin to be moved Friday, February 6, 2020 with community volunteers. Furnishings are expected to be delivered and installed the week of February 17, 2020. Reopening will be early March.
- The Library's Annual Report to the Texas State Library and Archives Commission is being prepared.
- Reviewing Sales Tax requirements to implement the appropriate collection of sales tax on taxable services.
- Bay City Library Association approved on January 21, 2020 to fund \$5,421.43 towards programs, technology, and supplies for the year, not including Summer Program.
- Friends of the Bay City Library approved on January 12, 2020 to fund \$2400.00 towards programs for the year, not including Summer Program

Upcoming Programs

- Feb 10 – Family Dinner Series: Healthy Relationships
- March 10 – Magic Show with John O'Bryan
- March 11 – Fit for Duty with Bay City Police Department
- March 12 – Rockin' Wildlife with Dotty Grandstaff

Bay City Public Library

First Quarter Statistics

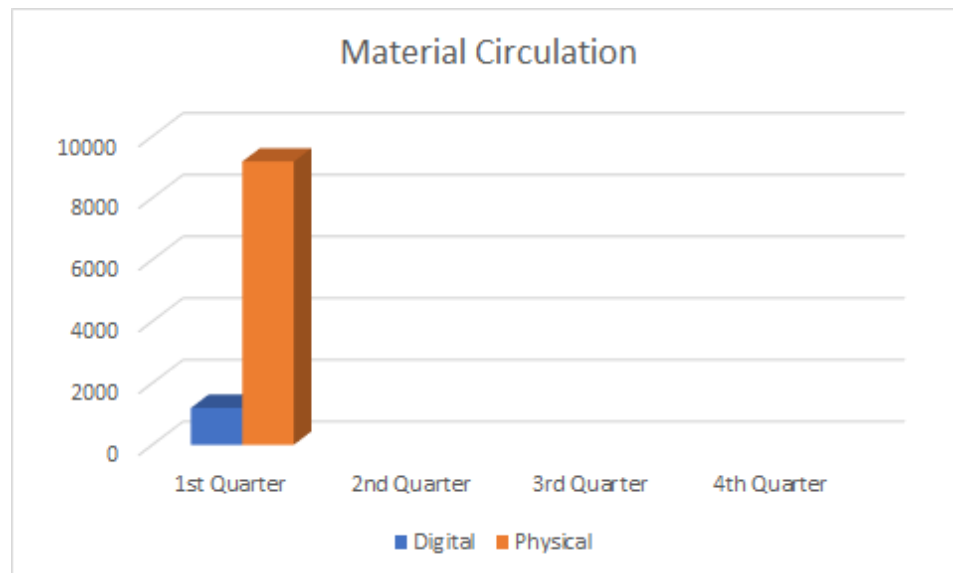
January 2020



22 Programs
1,371 Attendees



1109 Computer Uses
768 Minutes of Use



FY 2020 Business Plan 1st Quarter Update

Objectives

- Install Drive Up Book Return - **complete**
- Review/Adjust service hours at both branches - **complete**
- Relocate Sargent library to an upgraded facility – **in progress with expected reopening the first week of March**
- Develop a facility maintenance plan, replace unsafe outdoor carpets, upgrade security camera system, and ensure facility related codes and laws are reviewed and met. – **security camera update has been completed**
- Develop a Technology Plan to provide and maintain adequate access to essential technology for personal, education and career success
- Update Library website page and add online payments
- Create a marketing Plan to execute consistent, multifaceted marketing and promotion and to foster and maintain a positive image in the community.
- Develop, maintain, and grow partnerships with local businesses and organizations – **in progress and ongoing**
- Create and enhance library collections based upon customer needs and information seeking behaviors -**ongoing**
- Develop, maintain, and grow programs and services to meet the diverse needs of the community – **Continue to offer various programs for all. This year we added the Trunk or Treat in partnership with Mommy and Me Playdates. We had approximately 275 in attendance.**
- Expand library services by taking the library to the residents through outreach opportunities, such as Pop Up Libraries – **Our outreach at local community/City events continues. Early Literacy Rotating Collection Kits program expanded to more centers and continues to bring the library to early learning centers.**
- Increase and enhance availability and use of digital resources by adding Linked In Learning to highlight the library as a resource for community and economic development
- Provide consistent and quality services to the community through professional development, attaining Enhanced Levels of Service in multiple standards, and earn “Achievement in Excellence in Libraries” Award from TMLDA. – **TMLDA award notification received January 22, 2020. In March, staff will be able to the annual Texas Library Association conference in Houston.**



**Outreach
event at Dia
de los
Muertos
event with
Tourism**

**Trunk or
Treat
partnership
with Mommy
and Me Play-
dates**



CUSTOMER SERVICE WEEK 2019

OCTOBER 21 - OCTOBER 25

Monday - "Cookies for Customer"

Stop by for cookies provided by the Library Staff.

Tuesday - "Our Customers are Poppin'"

Popcorn served beginning at 2:00pm.

Wednesday - "Donut Know What We Would Do Without You"

Customer Appreciation Breakfast from 8:00am - 11:00am

Thursday - "Red Carpet Roll Out"

Every customer is a VIP today.

Friday - Staff Luncheon

Closed from 11:30pm - 2:00pm to celebrate the Customer Service by Staff.





**National
Night Out
Community
Kick Off with
BCPD**

**Read with
Santa at the
Airport**





City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

DISCUSSION ITEM (ID # 4182)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4182

~ RECEIVE THE TOURISM MANAGER'S REPORT.

COMMENTS - Current Meeting:

Tourism Manager, Heidi Martinez, presented the Tourism Department report, which included past and future events. She was commended by Mayor and Council for her outstanding program.

Visit Bay City

Oct 2019- Dec 2019

Quarterly Report

CURRENT PROJECTS



Day of the Dead Festival – We are proud to say that the event was the best one the Tourism department has organized with over 3,000 people in attendance. We were able to secure several sponsorships to help support the event, including a donation from McAda Drilling for the SOLD OUT Dia de Muertos Barbie. We sold raffle tickets before and during the festival. Special t-shirts were designed for 2019 to highlight our sponsor's names on the back along with another new t-shirt design that were sold at the festival. T-shirts were given to city staff to help promote the event by wearing them on Fridays. We added a light lantern release to the event as well before our headliner went on stage with some help from the fire department and the Bay City PD. We are proud of the partnerships with the Our Lady of Guadalupe Church, McAda Drilling, HEB Grocery, Coastal Bend Crawlers Jeep Club, Municipal Services Department, Bay City Public Library, Bay City Performing Arts Academy, Bay City Police Department, Bay City Fire Department Matagorda County Constable Bill Orton and Parks and Rec. Our committee pulled together the Ofrenda (altar), the BBQ cookoff, food booths, merchant vendors, costume contest, pumpkin patch, arts and crafts, Mexican storyteller, dancers from the Bay City Performing Arts Academy and so much more. We amped up the advertising for the event and looking at our numbers you can see our advertising campaign worked. Our billboard on Highway 60 North and two street banners on Highway 35 in addition to tremendous amount of Facebook moderation helped get people engaged in the event. We dedicated a page to our website specifically for Day of the Dead and will leave it up year-round to keep excitement building and information readily available. [Vision 2040-Create Large Quarterly Events.](#)

Bird Blinds – Construction of the bird blinds is underway. They are projected to be complete by year end with weather permitting. Once the blinds are up, benches will be ordered and installed. Phase two consists of strategically installing walls, foliage and a drip to attract more birds. [Strategic Plan-Create Marketing Plan: Promote Bay City, Matagorda County as Birding Capital.](#)

Camofest Weekend – We combined the Tourism Department's Wolf Moon Concert and Camofest to be held in the same day. Camofest will be from 2 pm – 10 pm. We have an impressive musical lineup including Adriana Live, Steel Country, Rewind Texas and a George Strait tribute band, Derek Spence. The vinyl will be changed on the billboard located on Highway 60 the Monday after the Day of the Dead festival. [Vision 2040-Enhance/Create Regular Downtown Events & Create Large Quarterly Events.](#)

"Olympian" Joe Deloach Statue – Made a proposal at the Bay City Independent School District School Board meeting about the possibility of having the statue "Olympian" of Joe Nathaniel Deloach placed at the new Bay City High School football stadium.

ONGOING PROJECTS

Love Where You Live Campaign – T-shirts for sale \$20 a piece at Tourism Office or Utility Billing/water department. We've raised \$3,730. in t-shirt sales. New logo design for Customer Service Week 2019.

[Strategic Plan-Develop Positivity Campaign: Positive Promotion](#)



Volunteer/Vendor List – Collecting names of volunteers, vendors and entertainers as a resource guide for tourism events. Any one that wants to be included email hmartinez@cityofbaycity.org

Visit Bay City TX Facebook/Instagram Page – Consistent engagement on Facebook and Instagram. We currently have 1,451 fans with an engagement of 1.9k. Instagram up to 285 followers with 20.8k impressions and a reach of 17.6k. [Strategic Plan-Social media moderator](#)

Leadership Matagorda Committee – The Tourism Department is proud to partner with the Bay City Chamber, CDC and EDC to organize Leadership Matagorda Class 15. It is a year-long educational program highlighting all facets of Bay City and Matagorda County.

COMPLETED PROJECTS

Customer Service Week, The Magic of Customer Service 2019 – The Tourism Department served on the CSW committee and assisted Municipal Services as they lead the charge this year in the Customer Service Week activities for the City of Bay City. We provided the Love Where You Live, *Magic of Customer Service Week* t-shirts, to all city employees. We also sponsored and provided the LWYL chap stick treat during the week.

TACVB Training – Continuing education with the statewide tourism organization staying up to date and current with tourism trends and social media marketing.

Approved Sponsorship Applications –

- Bay City Tourism Council voted to sponsor the Bay City Lions Club Rice Festival in Oct 2019
- Bay City Tourism Council voted to sponsor the National Audubon Society Christmas Bird Count Dec 2019

FUTURE PLANNING

Strategic Planning Session – The Bay City Tourism Council will hold a Strategic Planning Session in January 2020 to make updates, additions and changes to the existing plan. Meeting will be held at the Hampton Inn & Suites on January 30, 2020. We will also officially kick off planning stages for the branding campaign and wayfinding signs.

Customer Service Training Partnership with BCCDC – The Tourism Department has partnered with the Bay City Community Development Corporation to bring Customer Service Training Classes to the Bay City/Matagorda County area. The goal is to improve the overall visitors experience by enhancing their customer service engagements and attract more thriving tourism businesses to the area. [Vision 2040-Attract More Unique Downtown Retail, Dining and Nightlife](#)

Branding Campaign – The Bay City Tourism Council will begin reviewing bids for the official branding campaign for Visit Bay City / Matagorda County. [Strategic Plan, Create Clear Messaging](#)

Way Finding – Reached out to the Palacios wayfinding committee for their input on best practices. In the planning and development phase. [Strategic Plan-Better Signage](#)

UPCOMING EVENTS

February 29th – Matagorda County Fair Concert featuring Bag of Donuts & Diamond Del Rio

March 4th – 7th – Matagorda County Fair & PRCA Rodeo

March 14th – Surf & Turf Festival, Matagorda

March 28th & 29th – Matagorda Bay Bird Fest, Palacios



Day of the Dead Street Banner – Highway 35 East





City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4194)

Meeting: 02/11/20 06:00 PM
Department: Finance
Category: Report
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 4194

~ DISCUSS, CONSIDER, AND/OR APPROVE THE CITY'S QUARTERLY FINANCIAL AND INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2019.

BACKGROUND:

Quarterly financial reports provide the most accurate reflection of the quarter activity for each major fund. Reports are provided to City Council via email with a formal presentation at the next available Council meeting. In addition, the Finance Committee meets quarterly to review the Investment Report in detail. This time also serves as an opportunity to discuss the City's finances. In the event that financial decisions or budgetary amendments need attention prior to this date-the Finance Director shall request a Special Called Meeting. All reports are posted to the City's website along with other financial information.

FINANCIAL IMPLICATIONS:

Timely financial data provides City Council time to make informed decisions to prevent any negative financial implications.

IMPACT ON COMMUNITY SUSTAINABILITY:

The report provides financial information to the public. (i.e., costs of services, revenue sources)

RECOMMENDATION: Staff recommends City Council approve the Quarterly Financial & Investment Report.

ATTACHMENTS: Report for Quarter Ending December 31, 2019

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum



CITY OF BAY CITY

FY 2020 1st Quarter Financial Report

As of December 31, 2019

The City of Bay City Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Monthly Report is used to provide our internal and external customers financial reporting with easy to read narratives regarding the City's financial position.

This report represents a general overview of financial operations through **December 2019**, the third month, and **25.00%** of FY 2020.

1. The **Financial Summaries** provide comparative data for revenues and expenditures by fund. Data shows current monthly and year to date information as is relates to budget. Beginning fund balances are estimates until the final audit is complete.
 - The **General Fund** is the general operating fund of the City. It is used to account for all financial resources except those accounted for in other specific funds. This fund includes all general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund. General operating expenditures, fixed charges and capital improvement costs not paid through other funds are paid from this fund.
 - The **Public Utility Fund** accounts for the operations costs to provide water and sewer services to the citizens of Bay City.
 - The **Airport Fund** is used to account for the operations of the Airport, and to account for the rent generated from its T-hangers and fuel sold.
 - The **Hotel/Motel Occupancy Tax Fund** was established to directly enhance and promote tourism and the convention and hotel industry or other expenses as approved by State Law.
2. The **Investment Report** provides a description of investment activity during the quarter.

This report does not include all funds related to the City of Bay City's Operations—please refer to the City's Comprehensive Annual Financial Report & the City's Annual Budget available on the City's website (www.cityofbaycity.org).

Go to the Finance Department's Web Page for all financial transparency information. This includes audits, budgets, quarterly reports, and check registers

General Fund Overview

Revenue Highlights

Revenues total \$3,327,471 or 22.5% of the budget.

- Property Tax. The certified value totaled \$869 million. Through December, the City received \$763,476 or (17.2%) of the 4.4-million-dollar property tax maintenance and operation budget. Most property taxes will be received by January to avoid penalties.
- Sales tax. First Quarter Sales Tax Allocation to the City is **up** 3.6% (\$53,425) as compared to the first quarter in prior year. Sales tax is anticipated to exceed budget expectations.
- Franchise fees are in line with budget. Licenses & Permits are slightly under the budget target, however this should level out over time. (timing of permits pulled)
- Fines and penalties (Court Fines) are above budget expectations by \$17,000.
- Charges for services represents sanitation fees - \$627,741 (25% of budget).
- Miscellaneous Revenue appears below budget; however this is due to the timing of grant payments and/or interlocal agreements. (i.e. Bay City Gas Company, County, BCCDC)

General Fund Expenditure Highlights

Expenditures total 2,953,652 or 20.5% of budget.

Most departments are under the 25% budget target. Budgets that are over the budget target are primarily due to the following:

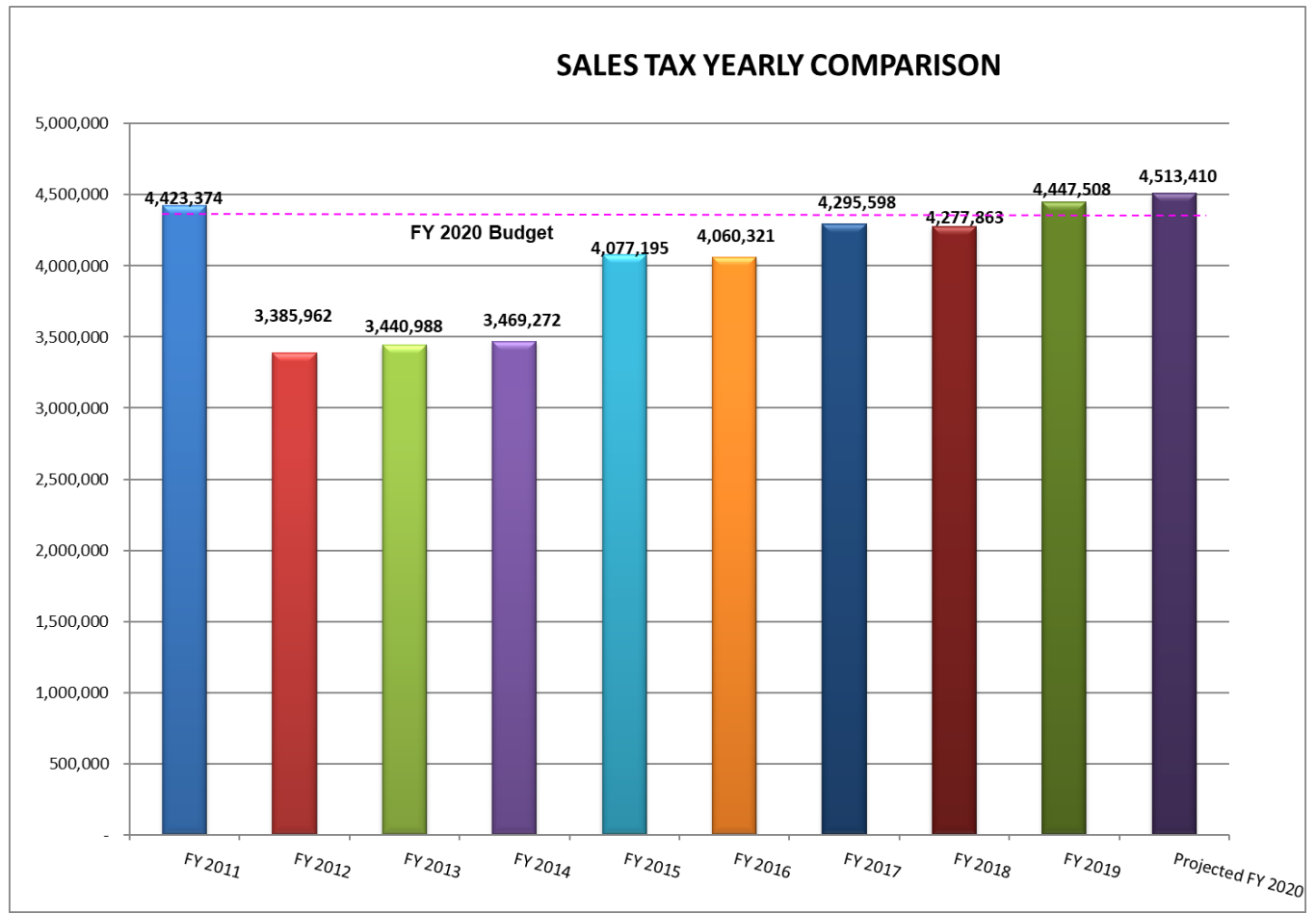
- Administrative Council- timing of personnel related costs (amendment anticipated)
- Human Resource- timing of payments for City Manager search firm (amendment needed)
- Parks- timing of the Dreamscape Project

The General Fund's fund balance is budgeted to increase by \$400,000. **The city reserve level currently is below the minimum policy of 25%.** See bottom of page 3 for more clarification. The unaudited beginning cash position (October 1, 2019) was 3.2 million which represents approximately 22% operating reserve including transfers. Transfers include departments/funds such as Information Technology, Facilities/Equipment Maintenance, and the Bay City Airport. The City plans to build reserve over the next year to meet or exceed the minimum 25% reserve requirement. Sales tax and departmental savings should aide in the building of the reserve by fiscal year end.

GENERAL FUND FINANCIAL SUMMARY

General Fund (Fund 11)					
Percent of Fiscal Year Complete	25%				
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2020 Budget	
Beginning Fund Balance (Unaudited)	\$ 3,210,484	\$ 3,210,484	Pre-Audit		
REVENUES					
Property Taxes	4,434,737	763,476	3,671,261	17.2%	
Sales Tax	4,350,000	1,150,392	3,199,608	26.4%	
Other Local Taxes (Franchise)	1,321,000	345,186	975,814	26.1%	
Charges for Services (Sanitation)	2,527,000	627,741	1,899,259	24.8%	
Fines & Penalties	203,000	68,092	134,908	33.5%	
Licenses & Permits	196,000	33,931	162,069	17.3%	
Miscellaneous	1,143,763	180,277	963,486	15.8%	
Transfers	643,500	158,375	485,125	24.6%	
Total Revenues	\$ 14,819,000	\$ 3,327,471	\$ 11,491,529	22.5%	
EXPENDITURES					
City Secretary	150,039	20,377	129,662	13.6%	
City General Services	2,685,000	549,777	2,135,223	20.5%	
Administrative Council	316,254	82,160	234,094	26.0%	
Main Street	58,000	11,466	46,534	19.8%	
Human Resources	247,732	70,496	177,236	28.5%	
Municipal Court	323,290	73,508	249,782	22.7%	
Finance	329,100	79,251	249,849	24.1%	
Police	4,511,113	1,034,729	3,476,384	22.9%	
Animal Impoundment	164,662	37,089	127,573	22.5%	
Fire Department	198,242	30,926	167,316	15.6%	
Street and Bridge	3,438,577	387,058	3,051,519	11.3%	
Recycling Center	158,266	38,948	119,318	24.6%	
Parks	825,508	344,887	480,621	41.8%	
Riverside Park	181,627	32,786	148,841	18.1%	
Recreation	99,823	22,483	77,340	22.5%	
Pool Operations	274,549	30,412	244,137	11.1%	
Library	457,218	107,299	349,919	23.5%	
Total Expenditures	\$ 14,419,000	\$ 2,953,652	\$ 11,465,348	20.5%	
*YTD does not include encumbrances					
Net Revenue (Expenditures)	\$ 400,000	\$ 373,818			
Ending Fund Balance	\$ 3,610,484	\$ 3,584,302			
% of Operating Reserves	25%	25%			
Fund Balance Target 90 days (25%)	\$ 3,604,750				
Over/(Under) min Policy Level (25%)	\$ 5,734	\$ (20,448)			

Attachment: 12312019Qtrly (4194 : Quarterly Financial Report)



	1st Quarter		% Change from Prior Year	Variance
	Fiscal Year 2019	Fiscal Year 2020		
October	478,488.55	500,975.16	4.70%	22,486.61
November	511,169.44	522,356.43	2.19%	11,186.99
December	490,772.79	510,524.10	4.02%	19,751.31
Total	1,480,430.78	1,533,855.69	3.61%	53,424.91
City General Fund (75%)	1,110,323.09	1,150,391.77		40,068.68
BCCDC (25%)	370,107.70	383,463.92		13,356.23
	1,480,430.78	1,533,855.69		53,424.91

Attachment: 12312019Qtrly (4194 : Quarterly Financial Report)

Public Utility Fund Overview

Revenue Highlights

- As a percentage of budget, total Water & Sewer Revenue is 24% appearing to be slightly below budget expectations. (City bills one month in arrears)

Expenditure Highlights

- Total expenditures for the Utility Fund are 21% of budget.
- Utility Maintenance Department is at 38% of budget due to an extreme amount of emergency repairs of water and/or sewer lines (amendment needed)

PUBLIC UTILITY FUND FINANCIAL SUMMARY

Utility Fund (Fund 61)					
Percent of Fiscal Year Complete	25%				
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2020 Budget	
Beginning Fund Balance	\$ 3,518,137	\$ 3,518,137	Pre-Audit		
REVENUES					
Charges for Services	7,698,000	1,840,656	5,857,344	24%	
Fines & Penalties	145,000	35,672	109,328	25%	
Miscellaneous	35,000	34,858	142	100%	
Total Revenues	7,878,000	1,911,187	5,966,813	24%	
EXPENDITURES					
Utility General	4,351,157	899,282	3,451,875	21%	
Utility Maintenance	1,561,044	593,611	967,433	38%	
Water & WWTP Division	2,683,299	350,999	2,332,300	13%	
Warehouse Operations	154,500	17,366	137,134	11%	
Total Expenditures	\$ 8,750,000	\$ 1,861,259	\$ 6,888,741	21%	
*YTD does not include encumbrances					
Net Revenue (Expenditures)	\$ (872,000)	\$ 49,928			
Ending Fund Balance	\$ 2,646,137	\$ 3,568,065			
% of Operating Reserves	30%	41%			
Target 90 days (25%)	2,187,500				
Over/(Under) Target	\$ 458,637				
Designated for capital projects					
Encumbered from PY \$315,575					

Airport Fund Overview

Revenue Highlights

- As a percentage of budget, core Airport revenues are meeting budget expectations.
- Timing of TXDOT RAMP Grant causes "Miscellaneous" revenue to appear above the budget target.
- General Fund (Transfers In) subsidizes the Airport by \$255,000, an increase of \$105,000 over prior years to support new personnel and various capital projects associated with the "runway project". Support for the airport is also coming in from the Bay City Community Development Corporation in the form of a grant match for the generator project (\$75,000). This is part of the \$330,000 transfer.

Expenditure Highlights

- As a percentage of budget, total expenditures are 17%. This is due to timing of capital projects. (generator, runway project)

AIRPORT FUND FINANCIAL SUMMARY

Municipal Airport Fund (Fund 64)					
Percent of Fiscal Year Complete	25%				
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2020 Budget	
Beginning Fund Balance	\$ 318,567	\$ 318,567	Pre-Audit		
REVENUES					
Charges for Services	-	50	(50)	0%	
Miscellaneous (Rentals, Grants)	153,300	26,410	126,890	17%	
Transfers (General Fund)	330,000	82,500	247,500	25%	
Other Revenue (Fuel Sales)	180,500	54,039	126,461	30%	
Total Revenues	\$ 663,800	\$ 162,999	\$ 500,801	25%	
EXPENDITURES					
Personnel	209,449	42,852	166,597	20%	
Supplies & Materials	174,600	44,763	129,837	26%	
Other Charges & Services	79,550	23,263	56,287	29%	
Repairs & Maintenance	126,900	12,081	114,819	10%	
Capital Expenditures	44,200	-	44,200	0%	
Transfers	86,301	-	86,301	0%	
Total Expenditures	\$ 721,000	\$ 122,958	\$ 598,042	17%	
*YTD does not include encumbrances					
Net Revenue (Expenditures)	\$ (57,200)	\$ 40,041			
Ending Fund Balance	\$ 261,367	\$ 358,608			
<i>No minimum Fund Balance Policy</i>					
General Fund subsidizes \$250,000					
Reserve encumbered for fuel trucks					

Attachment: 12312019Qtrly (4194 : Quarterly Financial Report)

Civic & Cultural Arts Fund (Hotel /Motel Fund) Overview

Revenue Highlights

- As a percentage of budget, total Hotel/Motel Fund is below budget target of 25%, this is due the timing of hotel payments. Most hotels remit tax on a monthly or quarterly basis. (October-December receipts will not be remitted until January)
- Miscellaneous Income: Civic Center rentals & special event income are above the budget target by \$12,000.

Expenditure Highlights

- Total expenditures are slightly above the budget target; however this is due to the timing of various expenditures within the Hotel / Motel Fund.

HOTEL/MOTEL FUND FINANCIAL SUMMARY

Civic & Cultural Arts Fund (Fund 25)				
Percent of Fiscal Year Complete	25%			
	Total Budget	YTD Actual*	(Over)Under Budget to Date	% FY 2020 Budget
Beginning Fund Balance	\$ 499,899	\$ 499,899	Pre-Audit	
Revenues				
Hotel Occupancy Tax	\$ 750,000	\$ 22,053	\$ 727,947	3%
Miscellaneous	101,000	37,029	\$ 63,971	37%
Total Revenues	\$ 851,000	59,082	\$ 791,918	7%
Expenditures				
Hotel General	\$ 108,000	72,850	35,150	67%
Tourism Department	292,000	83,981	208,019	29%
Civic Center	350,000	42,482	307,518	12%
Bay City Theatre	150,000	31,540	118,460	21%
Total Expenditures	\$ 900,000	\$ 230,853	\$ 669,147	26%
*YTD does not include encumbrances				
Net Revenue (Expenditures)	\$ (49,000)	\$ (171,771)		
Ending Fund Balance	\$ 450,899	\$ 328,128		
Proposed to maintain \$50,000				

Attachment: 12312019Qtrly (4194 : Quarterly Financial Report)

Departmental Highlights - Quarter Activity

Building Department New Homes



1 NEW RESIDENTIAL HOME

Value Added: Unknown

Commercial Permits

BUSINESS

3

Value Added: \$1.7 million (Family Dollar 650K; Plant Nursery 46K; Starbucks 1M)

Total Estimated Taxes= \$11,135

	Oct - Dec 2018	Oct - Dec 2019
Building Inspections	494	433
COC Issued		Burger King; Speedy Stop

Street and Bridge

Utility

	1 st Qtr 2018	1 st Qtr 2019		1 st Qtr 2018	1 st Qtr 2019
Concrete Pavement Repair	6	3	Water Leaks	109	125
Ditch Cleaning	18	13	Meter Leaks	34	25
Asphalt Pavement Repair	59	58	Sewer Repairs	235	138
Utility/Asphalt/Concrete Repair	17	17	Low Pressure Reads	45	9
Signs	7	12	Meter Swaps	275	244
Traffic Control Devices	12	12	Water/Sewer Taps	8	6

Police Statistics

	Oct - Dec 2018	Oct - Dec 2019
Calls for service	6,837	9459
Arrests	299	364
Cases assigned to CID	369	484
Cases cleared by CID	521	587

Civic Center

	Oct- Dec 2018	Oct-Dec 2019
Total Revenue	\$14,215	\$22,213
Total Expenditures	\$51,706	\$42,482

FINANCIAL CHALLENGES OF THE CITY

Governmental Funds

General Fund

Reserve Levels-The City needs to build reserves up to policy level over next year. It is anticipated to meet or exceed our minimum reserve requirement by fiscal year end. GREAT NEWS!!

Proprietary Funds

Public Utility Fund

Extreme amount of infrastructure repairs (amendment needed)

Airport

None

Monitoring:

Sales Tax – very good trend

Investment Report 1st Quarter Fiscal Year 2020

The City has a weighted average portfolio of 65 days with an average book yield of 1.69%. The City is relatively liquid with 89% of the portfolio in a 0-1-year maturity. Average interest rates have declined since prior quarter except for the banks. All short-term investments average less than 2%. Investment earnings are \$33,663 for the quarter and down \$20,278 as compared to the same quarter last year. The investment strategy currently is to stay short with diversification (Checking, Investment Pools, and Securities less than 3 years to maturity) to minimize interest rate risk in the future.

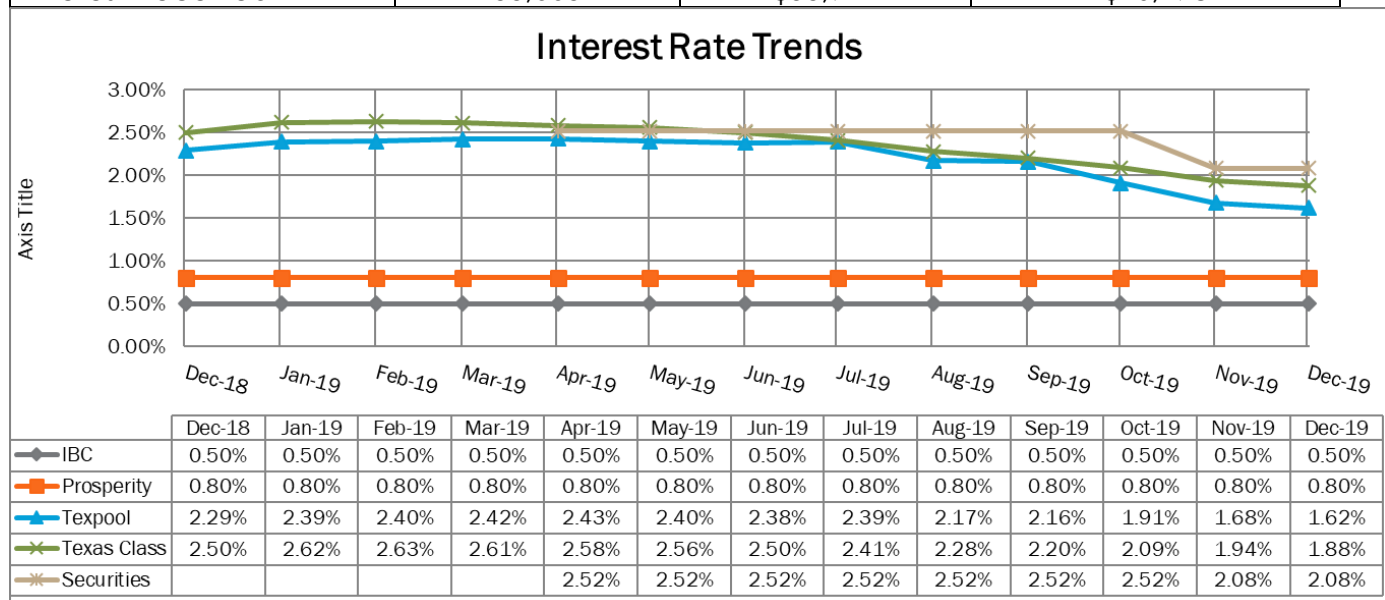
December 31, 2019 Balances

	Total Bal by Type	% of Portfolio
IBC	\$ 940,492.85	11%
Prosperity Bank	\$ 303,028.76	3%
Petty Cash/Cash Drawers	\$ 3,612.00	0%
Texpool	\$ 3,738,510.59	42%
Texas Class	\$ 2,884,654.76	33%
CD's	\$ -	0%
Securities	\$ 989,000.00	11%
	\$8,859,298.96	100 %

Interest Earnings

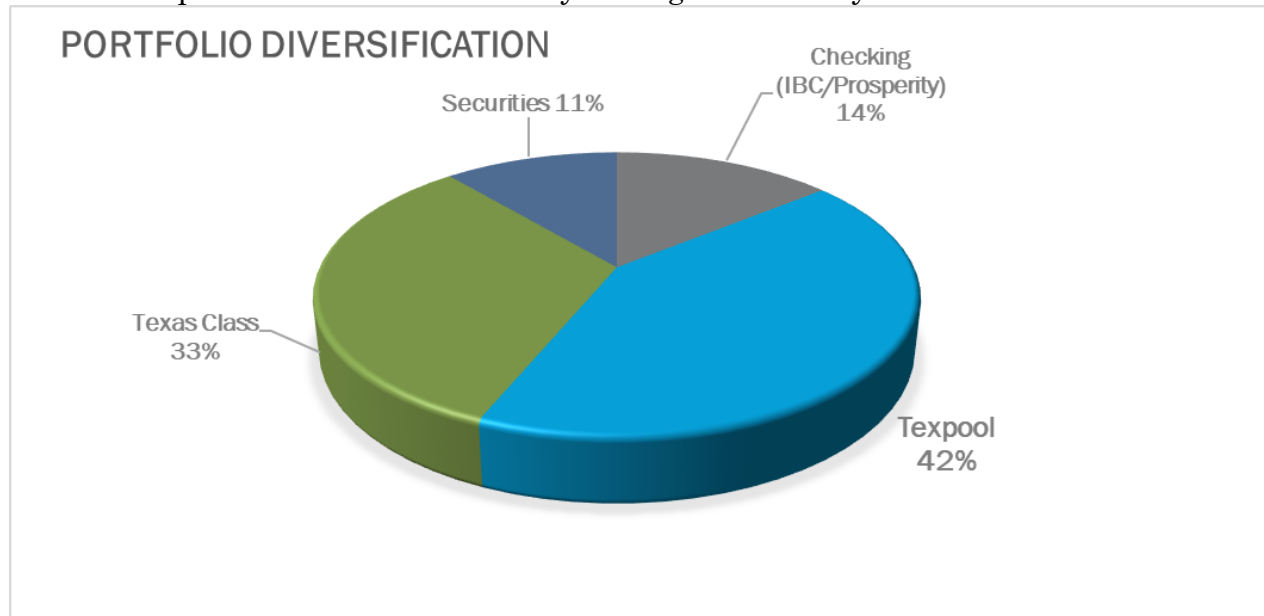
Interest received during the 1st quarter totaled \$ 33,663 and represents interest paid on checking accounts and investments.

Portfolio	Qtr 12-31-19	Qtr 12-31-18	Over Prior Year
Interest Received	33,663	\$53,941	<\$20,278>



Portfolio Diversification

Portfolio Diversification is used to create a structure to reduce investment risks and a portfolio that will experience minimal volatility during economic cycles.



Portfolio Maturity Schedule

The goal is to ladder the City's portfolio. Due to some economic uncertainty and low interest rates, staying short for investment purposes is the strategy for any investments.

Years to Maturity	Face Value	% Total
0-1	\$7,870,299	89%
1-2	\$ 495,000	6%
2-3	\$ 494,000	5%
Total	\$8,859,299	100%

	City of BAY CITY vs. Benchmarks					
	for Quarter Ending December 31, 2019					
	BOOK VALUE	MARKET VALUE	Unrealized Gain/<Loss>	Average Book Yield	Benchmark Pools	Benchmark 90 Day T-Bill
	\$ 8,859,299	\$ 8,864,088	4,789.00	1.69%	1.86%	1.53%
Weighted Average						
Maturity	65.23 Day(s)			1.69% Yield		



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4193)

Meeting: 02/11/20 06:00 PM
Department: Finance
Category: Policy
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 4193

~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO ADOPT THE CITY'S INVESTMENT POLICY.

BACKGROUND:

The Public Funds Investment Act (Chapter 2256, Government Code) requires the City's Investment Policy to be reviewed by the governing body at least annually.

FINANCIAL IMPLICATIONS:

An Investment Policy protects City dollars by restricting certain types of transactions to minimize risk. It also enables the City to invest in other instruments to increase interest earnings.

IMPACT ON COMMUNITY SUSTAINABILITY:

It provides policy guidelines to protect the investments of tax dollars.

RECOMMENDATION:

Staff recommends City Council approve the Resolution to re-adopt the City's Investment Policy.

ATTACHMENTS:

Resolution and Investment Policy

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, ADOPTING AN INVESTMENT POLICY**

WHEREAS, the City Council of Bay City recognizes that the administration of City funds and the investment of those funds as its highest public trust; and

WHEREAS, City Council annually adopts an investment policy to protect the administration of City funds and the investment of such funds; and

WHEREAS, the City's Finance Director has recommended the adoption of the Investment Policy attached hereto; and

WHEREAS, deems it appropriate to adopt such policy.

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

Section one.

The Investment Policy attached hereto is hereby adopted annually beginning on January 1, 2020 and ending on December 31, 2020.

Section two.

Unless otherwise amended or revised by resolution of City Council, the Investment Policy shall remain in full force and effect and shall supersede such investment policies of prior date.

Section three.

This Resolution shall become effective January 1, 2020.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 11th DAY OF FEBRUARY 2020.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

David Holubec, City Secretary

Anne Marie Odefey, City Attorney

Attachment: RESOLUTION_Investment Policy_2020 (4193 : Investment Policy)



Investment Policy and Strategy

I. POLICY STATEMENT

It is the policy of the City that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the “Act”) Texas Government Code Chapter 2256. It is the intent of the City to be in complete compliance with local law and the Act.

II. SCOPE

This investment policy applies to all the financial assets and funds of the City. The City commingles its funds into one pooled investment fund for investment purposes to provide efficiency and maximum investment opportunity. These funds are defined in the City’s Comprehensive Annual Financial Report (CAFR).

Any new funds created by the City shall be included unless specifically exempted by the City Council and this policy.

III. OBJECTIVES

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability/flow.

Safety

The primary objective of the City’s investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value.

Liquidity

The City’s investment portfolio shall be structured to meet all cash flow obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintain additional liquidity for unexpected liabilities.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. Supplemental to the financial and budgetary systems, the Investment Officer will develop and use a cash flow forecasting process as needed to monitor and forecast cash positions for investment purposes.

Diversification

The City's portfolio shall be diversified by market sector and maturity in order to avoid market risk.

Yield

The benchmark of the City's portfolio shall be the 3 month or 6 month U.S. Treasury, designated for its comparability to the City's expected average cash flow pattern. The benchmark will serve as a risk measurement of the portfolio.

IV. STRATEGY

The City maintains one commingled portfolio for investment purposes which incorporates the specific investment strategy considerations and the unique characteristics of the fund groups represented in this portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue a conservative portfolio management strategy. This may be accomplished by creating a ladder maturity structure with some extension for yield advancement. **The maximum weighted average maturity (WAM) of the portfolio shall not exceed 1 year.**

V. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

VI. INVESTMENT COMMITTEE

An Investment Committee consisting of the Finance Director and at least one Council Member shall meet at least quarterly to determine operational strategies and to monitor results. The Investment Committee shall discuss things such as economic outlook, portfolio diversification, maturity structure, and any potential risk of the City's funds. In addition, this committee shall review investment purchases that occurred since the last investment committee meeting and approve new brokers.

VII. DELEGATION OF INVESTMENT AUTHORITY

The Finance Director acting on behalf of the City, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall attend at least one training session relating to the Officer's responsibility under this act within 12 months after assuming duties and thereafter, a training session should be attended not less than once every two years with at least 8 hours of instruction from an independent source. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

Officers will refrain from personal business that would conflict with proper and impartial execution of their duties. All personal and business relationships with entities doing business with the City will be disclosed to the Investment Committee.

Limitation of Personal Liability

The investment Officer and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

VIII. PRUDENCE

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

IX. INTERNAL CONTROLS

The Investment Officer shall establish and maintain an internal control structure which will be reviewed annually with the independent auditor of the City. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City. The internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Custodial safekeeping,
- Clear delegation of authority,
- Documentation of all transactions,

Monitoring Credit Ratings

The Investment Officer will monitor, on at least a monthly basis, the credit rating on all authorized investments in the portfolio that require a credit ratings based upon independent information from a nationally recognized credit agency. If any security falls below the minimum rating required by this Policy; the Investment Officer will immediately advise the Investment Committee of the loss of rating and the possible loss of principal. The Investment Committee and Investment Officer will decide on the prudent liquidation of the security.

X. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below and as further defined and described by the Public Funds Investment Act. If changes are made to the Act, they are not authorized until this Policy is modified and adopted by City Council.

- A. Obligations of the United States Government, its agencies and instrumentalities, and government sponsoring enterprises, not to exceed five years to stated maturity, including collateralized mortgage obligations (CMOs); CMO's cannot be either an Interest-Only or Principal-Only CMO nor can it be an inverse floater.
- B. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, with a maximum maturity of 24 months, collateralized with 102% coverage with:
 - In accordance with 2256.010 of the Act, certificates of deposit may be purchased from a Texas depository institution through a nationally coordinated program in which (a) the depository arranges for deposits in one or more federally insured depositories allowing for full FDIC coverage and (b) the depository receives comparable deposits from other linked depositories.
 - Collateral agreements must be in writing and require a bank resolution of approval.
- C. FDIC insured *brokered certificates of deposit securities* from a bank in any US State, delivery versus payment to the safekeeping agent, not to exceed two years to maturity. Before purchase, the Investment Officer must verify FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.
- D. Commercial paper rated A-1/P-1 or the equivalent by at least two nationally recognized rating agencies not to exceed 90 days to stated maturity.
- E. AAA-rated money market mutual funds as defined by the Public Funds Investment Act.
- F. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state, with a maximum maturity not to exceed five years, and having been rated as investment quality by a nationally recognized investment rating firm of not less than "A" or its equivalent.
- G. AAA-rated, constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act - must be approved by City Council.

No additional security will be eligible for investment by the City until this policy has been amended and the amended version approved by the City Council. *Exceptions* to investment maturities may be approved by council in order to meet debt service requirements.

Competitive Bidding Requirement

Generally, the City will seek competitive offerings for all securities, including certificates of deposit before it invests to verify that the City is receiving fair market value/price for the investment with the *exception* of new issues that are still in syndicate.

The City recognizes that a competitive offering process is not always necessary or is not always in the best interest of the City. On these occasions, the Investment Officer is authorized to purchase a security without seeking competitive offerings. Examples of these occasions are:

- A. Market conditions are changing rapidly.
- B. The security is a “new issue” that is still in the primary market.
- C. A specific type of security, maturity date, or rate of return is sought that may not be immediately available.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the City, shall be conducted on a delivery versus payment (DVP) basis. Funds shall not be released until receipt of the security by the City’s approved custodian.

Diversification

The City recognizes that investment risks can result from issuer defaults, and market price changes. Risk is controlled through portfolio diversification. The maximum limits for diversification will be:

Investment Type	Max % of Portfolio
US Obligations	not to exceed 80%
US Agencies/Instrumentalities	not to exceed 80%
-MB Securities	not to exceed 50%
Certificates of Deposits*	not to exceed 40%
Brokered CD*	not to exceed 20%
Commercial Paper	not to exceed 25%
Money Market Funds*	100%
Local Government Investment Pools	100%

*Limit per bank up to \$250,000 without collateralization agreement.

XI. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository

The City will designate at least one banking institution through a competitive process as its central banking services provider at least every five years in accordance with the Texas Government Code 105. Other banking institutions from which the City may purchase

certificates of deposit will also be designated after they provide their latest audited financial statements to the City. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

Security Broker/Dealers

The Investment Committee will review the list of authorized broker/dealers annually. The Investment Officer will obtain and maintain information on each broker/dealer.

Securities broker/dealers not affiliated with a bank, who desire to transact business with the City must supply the following documents to be maintained by the Finance Department:

- audited financial statement for the most recent period,
- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission

Every broker/dealer, local government pool, and bank with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the City's investment program. A representative of the firm will be required to return a signed certification stating the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the City.

XII. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by either the City, an independent third party financial institution, or the City's designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City.

All securities pledged to the City for time or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank where the securities are pledged. The bank is responsible for monitoring collateral.

Collateralization

Collateralization shall be required on certificates of deposits over the FDIC insurance coverage of \$250,000. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

XIII. PERFORMANCE EVALUATION AND REPORTING

The Investment Officer shall submit quarterly reports to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment

program and consistent with statutory requirements. The Investment officer will report to the Investment Committee a report that will include the following at a minimum:

- A full description of all securities held at the end of the reporting period,
- Overall change in market value for each security and the change during the period as a measure of volatility (obtained by an independent source),
- Weighted average maturity (WAM) of the portfolio,
- Total earnings for the period,
- Compare market value of pledged securities to the ending balance of the City's portfolio,
- Analysis of the total portfolio by maturity, by book value, and
- Statement of the compliance of the investment portfolio with the Act and the Investment Policy and Strategy of the City.

XIV. INVESTMENT POLICY AMENDMENTS

The Director of Finance and the Investment Committee shall review the Investment Policy and Strategy on an annual basis. Future recommended changes will be approved by the City Council amending the current Investment Policy and Strategy resolution on record.

WITNESS MY HAND AND SEAL OF OFFICE THIS 11th DAY OF FEBRUARY 2020
PASSED AND APPROVED THIS 11TH DAY OF FEBRUARY 2020.

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

ATTEST:

DAVID HOLUBEC, CITY SECRETARY



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4188)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4188

~ DISCUSS, CONSIDER AND/OR APPROVE AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY FOR THE OPERATION OF THE BAY CITY SERVICE CENTER.

BACKGROUND:

Beginning in 2000, the County provided monetary support of \$3,591 annually to be used for repairs and maintenance at the request of Mrs. Gusman. This was prior to the City being deeded the property in May of 2009.

Since then, the County has honored the same commitment. This new contract or interlocal was updated to reflect the change in ownership (i.e. removing the “Independent Contractor” language; removing the County having “sufficient control” to “sufficient observation” to insure public purpose is served)

FINANCIAL IMPLICATIONS:

The City will receive \$3,591 per year for repairs and maintenance for years under these contracts.

RECOMMENDATION:

Recommend City Council approve contracts.

ATTACHMENTS:

FY 18 & FY 19 (Jan. 1, 2018 to Dec. 31, 2019)

FY 20 & FY 21 (Jan 1, 2020 to Dec. 31, 2021)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

**Contract with City of Bay City - Service Center
FY 2018 and FY 2019**

This Agreement is made and entered into by and between Matagorda County (“the County”), a Texas county, and the City of Bay City, (“City”) regarding the Bay City Service Center, which is a recreational or cultural facility under Chapter 301 of the Texas Local Government Code.

WITNESSETH

WHEREAS, Bay City Service Center is a recreational or cultural facility located within Matagorda County and providing services to residents of Matagorda County;

WHEREAS, the County is authorized by Chapter 301 of the Texas Local Government Code to expend funds for recreational or cultural facilities jointly with a municipality;

WHEREAS, the parties are undertaking a governmental function or service, the parties do not have a pecuniary purpose, let alone a common one; and there is no profit motive; and the only purpose of the contract is to further the public good;

WHEREAS, the County believes the Service Center is a great asset to the public and is committed to ensure the building stays in good repair for use by residents and non-profits.

WHEREAS, the City agrees to allow the County to exercise sufficient observation to insure that a public purpose is served and that the funds are used solely for the Bay City Service Center.

NOW THEREFORE, in consideration of the mutual covenants contained herein the County and City agree as follows:

I. TERM OF CONTRACT

This Agreement is effective for the term beginning January 1, 2018, through December 31, 2019. The term may be extended for an additional term or terms upon the Agreement of the parties which agreement shall be in writing signed by the parties on or before the last day of the term or any extensions thereof.

II. PAYMENT TERMS

The County agrees to provide THIRTY FIVE HUNDRED NINETY ONE AND NO/100 DOLLARS (\$3,591.00) annually to the City provided such funds are utilized by the City for the maintenance and repair of the Bay City Service Center. The County further agrees that payment of such funds will be made in an annual installment made by the County to the City on or before the 28th day of February, of each year during the term of this Agreement or any extension thereof. The Matagorda County Commissioners Court, at any regular or special session, may increase or decrease funding to The City, as deemed appropriate by County.

III. CITY OF BAY CITY OBLIGATIONS

The City agrees that it will continue to maintain and operate the Bay City Service Center as a recreational or cultural facility within Matagorda County.

The City agrees that the money contributed by the County shall be dedicated to the maintenance and repair of the Bay City Service Center.

The City agrees to continue to allow the County the ability to utilize the Bay City Service Center for public purposes such as elections at no cost.

The City agrees to prepare and present to the Commissioners Court a complete financial statement about the condition of the facility and a proposed budget for the anticipated financial needs of the facility for the next year as set forth in § 301.007 of the Texas Local Government Code.

IV. SPECIFIC PERFORMANCE

It is understood that the County is contracting with the City and that all of the services to be performed under this Agreement shall be performed by the City and by no other person. The City shall not make, in whole or in part, any assignment of this Agreement or of any duty or obligation of performance hereunder.

VI. INDEMNIFICATION

The City will indemnify and hold harmless Matagorda County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees; provided, however, that the City shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

VII. LAWFUL CONDUCT

In performing the services hereunder, The City agrees to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated; provided, however, that the general specifications shall govern the obligations of the City where there exists conflicting ordinances of the County on the subject. The City specifically agrees to not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

VIII. TERMINATION AND NOTICES

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or

more of the undertakings and obligations that are to be performed hereunder, the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party. Within 10 days after the effective date of this termination, The City shall submit its final statement for the month in which termination occurs in the manner set out above for monthly statements.

The term of this Agreement may be terminated by either party giving the other party 30 days written notice of termination thereof. Any notice permitted or required to be given hereunder to The City may be given by registered or certified United States Mail, postage prepaid, return requested, addressed to:

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

Any notice permitted or requested to be given hereunder to County may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Matagorda County Commissioners Court
1700 Seventh Street, Room 301
Bay City, Texas 77414

Any notice mailed by registered or certified United States Mail, return receipt requested, as herein above provided, shall be deemed given upon deposit in the United States Mail.

IX. UNLAWFUL PROVISIONS

In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be violation of any laws, rules or regulations relating hereto.

X. IMMUNITY

The parties do not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The parties specifically reserve any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

XI. ATTORNEYS FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to

enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to recover all costs of court including, without limitation, reasonable attorney's fees from the other Party, which attorney's fees may be set out by a court in a trial such action or may be enforced in a separate action brought for that purpose, and which fees will be in addition to any other relief which may be awarded.

XII. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED on this the _____ day of _____ 2020.

ATTEST:

COUNTY OF MATAGORDA

STEPHANIE WURTZ,
County Clerk

By: _____
NATE MCDONALD
County Judge

CITY OF BAY CITY

ATTEST:

DAVID HOLUBEC
City Secretary

By: _____
ROBERT NELSON
Mayor of Bay City

**Contract with City of Bay City - Service Center
FY 2020 and FY 2021**

This Agreement is made and entered into by and between Matagorda County (“the County”), a Texas county, and the City of Bay City, (“City”) regarding the Bay City Service Center, which is a recreational or cultural facility under Chapter 301 of the Texas Local Government Code.

WITNESSETH

WHEREAS, Bay City Service Center is a recreational or cultural facility located within Matagorda County and providing services to residents of Matagorda County;

WHEREAS, the County is authorized by Chapter 301 of the Texas Local Government Code to expend funds for recreational or cultural facilities jointly with a municipality;

WHEREAS, the parties are undertaking a governmental function or service, the parties do not have a pecuniary purpose, let alone a common one; and there is no profit motive; and the only purpose of the contract is to further the public good;

WHEREAS, the County believes the Service Center is a great asset to the public and is committed to ensure the building stays in good repair for use by residents and non-profits.

WHEREAS, the City agrees to allow the County to exercise sufficient observation to insure that a public purpose is served and that the funds are used solely for the Bay City Service Center.

NOW THEREFORE, in consideration of the mutual covenants contained herein the County and City agree as follows:

I. TERM OF CONTRACT

This Agreement is effective for the term beginning January 1, 2020, through December 31, 2021. The term may be extended for an additional term or terms upon the Agreement of the parties which agreement shall be in writing signed by the parties on or before the last day of the term or any extensions thereof.

II. PAYMENT TERMS

The County agrees to provide THIRTY FIVE HUNDRED NINETY ONE AND NO/100 DOLLARS (\$3,591.00) annually to the City provided such funds are utilized by the City for the maintenance and repair of the Bay City Service Center. The County further agrees that payment of such funds will be made in an annual installment made by the County to the City on or before the 28th day of February, of each year during the term of this Agreement or any extension thereof. The Matagorda County Commissioners Court, at any regular or special session, may increase or decrease funding to The City, as deemed appropriate by County.

III. CITY OF BAY CITY OBLIGATIONS

The City agrees that the money contributed by the County shall be dedicated to the maintenance and repair of the Bay City Service Center.

The City agrees to continue to allow the County the ability to utilize the Bay City Service Center for public purposes such as elections at no cost.

The City agrees to prepare and present to the Commissioners Court a complete financial statement about the condition of the facility and a proposed budget for the anticipated financial needs of the facility for the next year as set forth in § 301.007 of the Texas Local Government Code.

V. SPECIFIC PERFORMANCE

It is understood that the County is contracting with the City and that all of the services to be performed under this Agreement shall be performed by the City and by no other person. The City shall not make, in whole or in part, any assignment of this Agreement or of any duty or obligation of performance hereunder.

VI. INDEMNIFICATION

The City will indemnify and hold harmless Matagorda County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees; provided, however, that the City shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

VII. LAWFUL CONDUCT

In performing the services hereunder, The City agrees to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated; provided, however, that the general specifications shall govern the obligations of the City where there exists conflicting ordinances of the County on the subject. The City specifically agrees to not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

VIII. TERMINATION AND NOTICES

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations that are to be performed hereunder, the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party. Within 10 days after the effective date of this termination, The City shall submit its final statement for the month in which termination occurs in the manner set out above for monthly statements.

The term of this Agreement may be terminated by either party giving the other party 30 days written notice of termination thereof. Any notice permitted or required to be given hereunder to The City may be given by registered or certified United States Mail, postage prepaid, return requested, addressed to:

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

Any notice permitted or requested to be given hereunder to County may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Matagorda County Commissioners Court
1700 Seventh Street, Room 301
Bay City, Texas 77414

Any notice mailed by registered or certified United States Mail, return receipt requested, as herein above provided, shall be deemed given upon deposit in the United States Mail.

IX. UNLAWFUL PROVISIONS

In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be violation of any laws, rules or regulations relating hereto.

X. IMMUNITY

County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

XI. ATTORNEYS FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to recover all costs of court including, without limitation, reasonable attorney's fees from the other Party, which attorney's fees may be set out by a court in a trial such action or may be enforced in a separate action brought for that purpose, and which fees will be in addition to any other relief which may be awarded.

XII. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED on this the _____ day of _____ 2020.

ATTEST:

COUNTY OF MATAGORDA

STEPHANIE WURTZ,
County Clerk

By: _____
NATE MCDONALD
County Judge

ATTEST:

CITY OF BAY CITY

DAVID HOLUBEC
City Secretary

By: _____
ROBERT NELSON
Mayor of Bay City

Attachment: service-center-contract-fy-2020-21-FINAL (4188 : Matagorda County Inter-Local Agreement - Mat. Co. USO)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

RESOLUTION (ID # 4189)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Resolution
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4189

**~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT
CORPORATION TO ENTER INTO A PERFORMANCE
AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES
UNDER A BUSINESS RETENTION AND EXPANSION
PROGRAM.**

COMMENTS - Current Meeting:

The second reading of this resolution will be held at the February 25, 2020 Regular City Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	William Cornman, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RESOLUTION # R-2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES UNDER A BUSINESS RETENTION AND EXPANSION PROGRAM.

WHEREAS, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

WHEREAS, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

WHEREAS, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

WHEREAS, the BCCDC has approved a Business Retention and Expansion Program that provides 50% matching funds for Projects related to façade improvement, sign improvements, property improvement, and/or demolition, to promote new or expanded business development (Sec. 505.158 of the Texas Local Government Code). Loan amounts will be awarded for one-half the cost of the improvements with available grants ranging from up to \$5,000 to up to \$15,000 for any one project; and

WHEREAS, the Project meets the requirements of Chapter 505, subchapter C, Authorized Projects, and Chapter 505, subchapter D, Authorized Projects, of the Texas Local Government Code;

WHEREAS, the City Council of the City of Bay City, Texas finds that the public hearing required under Section 505.159 of the Texas Government Code the BCCDC will hold a public hearing on this program on February 24, 2020; and

WHEREAS, the cost of the Project is approximately \$100,000.00; and

WHEREAS, the City Council of the City of Bay City, Texas finds the Project will promote new and expanded business enterprises in and near the City of Bay City, Texas; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for good government, peace, order, trade and commerce of the City of Bay City, Texas and necessary for properly carrying out the authority granted by law to the City of Bay City, Texas and the BCCDC; and

WHEREAS, the Board of Directors of the BCCDC has found that the Project shall promote new or expanded business development; and

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

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

Section 2. Authorization. In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON **FEBRUARY 11, 2020**, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON **EEBRUARY 25, 2020**.

APPROVED AND ADOPTED on **FEBRUARY 11, 2020**.

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

ATTEST

DAVID HOLUBEC, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFY,
CITY ATTORNEY



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

RESOLUTION (ID # 4191)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Resolution
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4191

**DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT
CORPORATION TO ENTER INTO A PERFORMANCE
AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES
UNDER A BUSINESS RETENTION AND EXPANSION FAÇADE
GRANT PROGRAM.**

COMMENTS - Current Meeting:

The second reading of this resolution will be held at the February 25, 2020 Regular City Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	William Cornman, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RESOLUTION# R- 2020-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES UNDER A BUSINESS RETENTION AND EXPANSION FAÇADE GRANT PROGRAM.

WHEREAS, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

WHEREAS, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

WHEREAS, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

WHEREAS, the BCCDC has approved a Business Retention and Expansion Program that provides 50% matching funds for Projects related to façade improvement, sign improvements, property improvement, and/or demolition, to promote new or expanded business development (Sec. 505.158 of the Texas Local Government Code). Loan amounts will be awarded for one-half the cost of the improvements with available grants ranging from up to \$5,000 to up to \$15,000 for any one project; and

WHEREAS, the Project meets the requirements of Chapter 505, subchapter C, Authorized Projects, and Chapter 505, subchapter D, Authorized Projects, of the Texas Local Government Code;

WHEREAS, the City Council of the City of Bay City, Texas finds that the public hearing required under Section 505.159 of the Texas Government Code the BCCDC will hold a public hearing on this program on February 24, 2020; and

WHEREAS, the cost of the Project is approximately \$100,000.00; and

WHEREAS, the City Council of the City of Bay City, Texas finds the Project will promote new and expanded business enterprises in and near the City of Bay City, Texas; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for good government, peace, order, trade and commerce of the City of Bay City, Texas and necessary for properly carrying out the authority granted by law to the City of Bay City, Texas and the BCCDC; and

WHEREAS, the Board of Directors of the BCCDC has found that the Project shall promote new or expanded business development; and

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

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

Section 2. Authorization. In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON **FEBRUARY 11, 2020**, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON **FEBRUARY 25, 2020**.

APPROVED AND ADOPTED on **FEBRUARY 11, 2020**.

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

ATTEST

DAVID HOLUBEC, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFY,
CITY ATTORNEY



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4190

AGENDA ITEM (ID # 4190)

**~ DISCUSS, CONSIDER AND/OR APPROVE BUDGET
AMENDMENT(S) TO THE BAY CITY COMMUNITY
DEVELOPMENT CORPORATION'S 2020 FISCAL BUDGET, TO
INCREASE PROGRAM EXPENDITURES.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4160

AGENDA ITEM (ID # 4160)

**~ DISCUSS, CONSIDER, AND/OR APPROVE THE
MATAGORDA COUNTY AMATEUR RADIO CLUB REQUEST
TO HOLD THEIR ANNUAL FIELD DAY (24-HOUR) PUBLIC
SERVICE EMERGENCY COMMUNICATIONS
DEMONSTRATION IN LE TULLE PARK EACH YEAR AS
COORDINATED WITH THE PARKS AND POLICE
DEPARTMENTS.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4144

DISCUSSION ITEM (ID # 4144)

**~ RECEIVE THE ANNUAL REPORT FOR THE FISCAL YEAR
2019, FROM THE CITY SECRETARY'S OFFICE.**

COMMENTS - Current Meeting:

City Secretary, David Holubec presented the 2019 Annual Report from the City Secretary's office.



OFFICE OF CITY SECRETARY ANNUAL REPORT - 2019

ACTIVITY	DESCRIPTION	TOTAL
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	55
City Council Minutes	Minutes recorded, prepared, approved, archived	55
Public Hearings	Publication of Notice, Agenda, Minutes	4
Charter Review Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code.	0
Charter Review Minutes	Minutes recorded, prepared, approved, archived	0
Charter Newspaper Notices	Notices in reference to the Charter Meetings and Proposed Changes	9
Planning Commission Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code.	0
Planning Commission Minutes	Minutes recorded, prepared, approved, archived	0
Bay City Tourism Council Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code.	6
Bay City Tourism Council Minutes	Minutes recorded, prepared, approved, archived	6
Variance Committee Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code.	0
Variance Committee Minutes	Minutes recorded, prepared, approved, archived	0
TIRZ Board #1 Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code	1
TIRZ Board #1 Minutes	Minutes recorded, prepared, approved, archived	1
TIRZ Board #2 Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code	1
TIRZ Board #2 Minutes	Minutes recorded, prepared, approved, archived	1
TIRZ Board #3 Agendas	Meetings & workshop agendas prepared & posted in accordance with Local Government Code	0
TIRZ Board #3 Minutes	Minutes recorded, prepared, approved, archived	0
Ordinances	Ordinances written, processed, &/or published	15
Resolutions	Resolutions written & processed	24
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	8
Boards & Commissions appointments	Board appointments implemented & completed, appointments recorded	6
Contracts & Agreements	Contracts & Agreements approved & executed	55
Elections Administration	Elections ordered	2
Elections Administration	Candidate materials distributed.	11
Deeds / Easements	Deeds / Easements, executed & recorded	1
Liens Placed	Liens due to code violations	188
Liens (\$)	Lien amounts	\$29,990.22
Lien Releases	Liens released due to sell of property or payment	7
Lien Release Value	Amount of Liens Released	\$2,659.44

Attachment: Annual Report - City Secretary - 2019 (4144 : City Secretary Annual Report - 2019)

Lien Proceeds Received	Funds received from lien releases	\$1,349.30
Lien Proceeds Received (Payment Plans)	Payment plans to pay off liens	1
Alcohol Permits	Alcohol permits certificated	2
Bids	Bids advertised, received, tabulated, awarded, recorded	6
Street Closure Requests	Events requiring the closure of City streets	34
Food Truck Permit Requests	Permits to sell food from a Food Service Truck within the City	17
Records Management Program	Boxes of documents accessioned to storage in accordance with retention schedule	14
	Boxes of documents destroyed in accordance with records retention schedule	0
Professional Development Training	Professional Development Training courses completed / attended	3
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	121



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

ORDINANCE (ID # 4141)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4141

~ DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE ORDERING A GENERAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF BAY CITY, TEXAS, ON SATURDAY, MAY 2, 2020, FOR THE PURPOSES OF ELECTING TWO (2) CITY COUNCIL MEMBERS AND APPOINTING ELECTION JUDGES; DESIGNATING THE DATE FOR A RUNOFF ELECTION, IF NEEDED; REPEALING ALL OR PART OF ORDINANCES AND RESOLUTIONS WHICH CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

ORDINANCE NO. 1646

AN ORDINANCE ORDERING A GENERAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF BAY CITY, TEXAS, ON SATURDAY, MAY 2, 2020, FOR THE PURPOSES OF ELECTING TWO (2) CITY COUNCIL MEMBERS AND APPOINTING ELECTION JUDGES; DESIGNATING THE DATE FOR A RUNOFF ELECTION, IF NEEDED; REPEALING ALL OR PART OF ORDINANCES AND RESOLUTIONS WHICH CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

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

1. In compliance with the Texas Election Codes, Texas Local Government Code, City of Bay City Home Rule Charter, and Constitution of the State of Texas, a General Election is hereby called and ordered for the first Saturday in May 2020, the same being the 2nd day of said month, at which election all qualified voters may vote for the purpose of electing two (2) Council Members.

2. That the City Secretary shall prepare optical scan ballots to be used in said election and shall stamp same "official ballot" on which ballot shall be printed the names of the candidates for each position. The places of the different Council Members shall be designated on the official ballot Council Positions No. 1 and 2.

Section 61.012 of the Texas Election Code requires that the City of Bay City must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the 24 HAVA ADA AutoMARK Voter Assistance machine provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

As chief elections officer of the City of Bay City, the City Secretary shall provide at least one 24 HAVA ADA AutoMARK Voter Assistance machine in each polling place in every polling location used to conduct any election ordered on or after January 1, 2006. The 24 HAVA ADA AutoMARK Voter Assistance machine may be acquired by any legal means available to the City of Bay City, including but not limited to lease or

rental from the County of Matagorda or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

3. That no person's name shall be placed upon the official ballot as a candidate for any position unless such person has filed a sworn application, as provided by the laws of Texas, with the City Secretary at least seventy-eight (78) days prior to the election date, and it must appear on the face of said application, the position and the number of the place that said candidate is seeking.

4. That in the event there are two or more candidates for the same position and place, the position of such candidate's names on the ballot shall be determined by drawing names according to the laws of Texas and placing them on such ballot in the order determined by the draw.

5. That each voter shall vote for his choice for candidate for each position or place by placing an "X" in the square beside the name and shall vote for one candidate only for each position or place.

6. That any candidate receiving a majority of all the votes cast for the office for which he is a candidate shall be elected to such office. In the event of a lack of a majority, the Mayor shall, not later than the fifth day after the completion of the official count of ballots, issue a call for a second election, to be held on June 6, 2020, at which second election the two candidates receiving the most votes in the first election shall again be voted for, and the candidate receiving the majority of all votes cast for that office shall be elected to such office.

7. The polling place shall be kept open from 7:00 a.m. until 7:00 p.m. and that due return be made to the City Council showing the number of votes cast for each candidate for each of the positions.

8. That this Ordinance, signed by the Mayor and attested by the City Secretary, shall constitute the proclamation of the City Council calling and ordering said election. The notice for the General Election shall be published in a newspaper of general circulation in the City of Bay City at least one (1) time, not more than thirty (30) days nor less than ten (10) days before the election, and that the said City Secretary is hereby directed to post or cause to be posted in a public place within the City of Bay City limits, said proclamation at least twenty-one (21) days before said election.

9. There shall be only one polling place on Election Day, which shall be the Service Center, 2105 Ave. M, Bay City, Texas and the personnel and officers who are to hold that same, except insofar as they may be changed by the City Council of the City of Bay City, Texas shall be as follows:

NAME

POSITION

Faye Cunningham

Presiding Judge

10. That the Election Judge shall appoint at least four (4) clerks to assist her in the election. Additional clerks may be appointed as necessary.

11. There shall be an Early Voting Ballot Board (EVBB), which shall comprise of an Early Voting Ballot Board Judge and two clerks. The EVBB Judge shall appoint clerks for the EVBB.

There shall be a Resolution Board which shall be the same members that comprise the EVBB.

12. There shall be only one polling place for early voting ballots, which shall be at City Hall, 1901 5th Street, Bay City, Texas. The City Secretary shall appoint at least four Temporary Deputy Early Voting Clerks for the General Election to be held May 2, 2020, and the City Council hereby approves that appointment.

As required under Section 85.005(d) of the Election Code, early voting by personal appearance at the main early voting polling place shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays; therefore, early voting by personal appearance shall be conducted for 12 hours on the last two days of early voting (April 27, 2020 and April 28, 2020).

13. City Hall located at 1901 5th Street, Bay, City, Texas, is hereby designated as the Central Counting Station.

A Station Manager of the Central Counting Station shall be appointed.

A Tabulation Supervisor of the Central Counting Station shall be appointed.

A Presiding Judge of the Central Counting Station shall be appointed.

14. Repealing Clause: That all Ordinances, Resolutions, or part thereof, in conflict herewith are repealed to the extent of such conflict.

15. Severability Clause: If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, and the validity of the remaining portions or sets of circumstances shall not be affected hereby, it being the intent of the City Council in adopting this Ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of an unconstitutionality and all provisions of this Ordinance are declared to be severable.

15. Effective Date: This Ordinance was passed, approved and effective on the **11th day of FEBRUARY 2020.**

COUNCIL MEMBER	VOTED AYE	VOTED NO	ABSENT
William Cornman	_____	_____	_____
Julie Estlinbaum	_____	_____	_____
Brent P. Marceaux	_____	_____	_____
Becca Sitz	_____	_____	_____
Jason W. Childers Mayor Pro Tem	_____	_____	_____
Robert K. Nelson Mayor	_____	_____	_____

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

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

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

Attachment: Ordinance - General Election Order 2020 (4141 : Election Ordinance 2020)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4142)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4142

**~ DISCUSS, CONSIDER, AND/OR APPROVE A JOINT
ELECTION AGREEMENT BETWEEN THE CITY OF BAY CITY
AND BAY CITY INDEPENDENT SCHOOL DISTRICT.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

JOINT ELECTION AGREEMENT BETWEEN THE CITY OF BAY CITY AND THE BAY CITY INDEPENDENT SCHOOL DISTRICT

This joint election agreement is made this **11th** day of **February 2020**, by and between the *City of Bay City, a Texas home rule municipality, ("City") and the Bay City Independent School District, a Texas Independent School District, ("District") (collectively "Entities" or "Participating Entities")*.

WHEREAS, the **City** plans to hold a General Election on **May 2, 2020**, for the purpose of electing city council members for **Places 1 and 2**;

WHEREAS, the **District** plans to hold a General Election on **May 2, 2020**, for the purpose of electing **TWO (2) trustees, one (1) for Position 4, one (1) for Position 5.**

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the City and the District, and the citizens and voters thereof to hold the elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be held by City and District under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the City of Bay City's City Secretary to be appointed as the Joint Early Voting Clerk.

THIS AGREEMENT requires the City and the District to share costs associated with this joint election proportionally as more specifically stated in Section B.2., of this agreement.

THIS AGREEMENT requires the City and the District to be responsible for ordering its own election and each Party shall be responsible for the following:

1. Publishing notice of their respective elections, which shall be published separately;
2. The production of respective elections ballots;
3. Issuance of their own certificate of election to the candidates.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the City and the District.

THIS AGREEMENT will require the City of Bay City Elections Administrator to tabulate the precinct results and canvassing separately for the City and the District. The results will be delivered to each entity by email.

THIS AGREEMENT will require the City of Bay City Elections Administrator to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the City of Bay City Elections Administrator to be responsible for performing the following duties and to furnish the following services and equipment:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling places and prepare the voting equipment for use at the polling places.
5. Issue Writs of Election to the election judges appointed.
6. Perform early voting clerk duties.
7. Publish the legal notice of the date, time, and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - (a) Canvassing Summary Report,
 - (b) Accumulated Totals Report of early voting and Election Day, and
 - (c) Electronically submit results to the Secretary of State.
10. Ballot type: (For use with mail ballots.) Optical scan.
11. Ballot tabulating equipment to be used:
 - Premier Touch Screens,
 - Premier Optical Scan for paper ballots.

GENERAL CONDITIONS

A. Common Early Voting and Election Day Polling Locations

Early voting by personal appearance will be conducted at the following location at the specified dates and times:

City of Bay City - City Hall
1901 5th Street
Bay City, Texas

Dates: Monday, April 20, 2020 – Friday, April 24, 2020

Hours: 8:00 a.m. – 5:00 p.m.

Monday, April 27, 2020 - Tuesday, April 28, 2020
Hours: 7:00 a.m. – 7:00 p.m.

Election Day Locations: The polling places listed below will be open from **7:00 a.m. to 7:00 p.m. on May 2, 2020.**

Bay City Service Center
2107 Avenue M.
Bay City, Texas

B. Joint Election Costs: Payment

1. Costs. Access to the common polling location(s) set out herein will be provided at no charge. However, each Entity remains responsible for all costs associated with their respective elections (including but not limited to production of ballots and posting of notices), save and except those costs specified in Section B.2., immediately below.

All funds expended by each Entity will be from current revenues.

2. Shared costs. The District shall reimburse the City for one-half (1/2) of costs incurred by the City for the following:
 - a) Salaries of election workers, including hours of City employees for work directly related to this election; and
 - b) All cost associated with use of leasing Matagorda County's JBC's, DAU and eScan; and
 - c) All cost associated with use of City's Poll Pads; and
 - d) Miscellaneous Costs (i.e. election worker breakfast and lunch).

Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Entity. In the event that a party cancels its election, the other parties shall continue to have access to the polling locations at no charge.

If an election is to be canceled by one of the parties, notice will be given within two (2) days of cancellation.

Run-Off Election. This agreement shall not extend to run-off elections. If District requires a run-off election, District shall be responsible for arranging all matters necessary for the conduct and administration of a run-off election.

C. General Provisions

- A. Communications.** Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolve any problems which might arise regarding the Joint Election.
- B. Effective Date.** This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records.** Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

D. Miscellaneous Provisions

- A. Venue and Choice of Law.** The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Matagorda County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts relating to each Entity's May 6, 2017 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach.** In the event that any Participating Entity breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to

pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.

- E. Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term “confidential” as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- G. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.
- H. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

The undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this **11th** day of **February 2020**, by the City Council of the CITY OF BAY CITY.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

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

APPROVED, this _____ day of _____, 2020, by the Board of Trustees
for the Bay City Independent School District

Name, Title
Bay City Independent School District

Attachment: BCISD Joint Election Agreement (4142 : Agreement - BCISD Joint Election 2020)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4143

AGENDA ITEM (ID # 4143)

**~ DISCUSS, CONSIDER, AND/OR APPROVE A LEASE
AGREEMENT BETWEEN THE CITY OF BAY CITY AND
MATAGORDA COUNTY FOR THE USE OF THE COUNTY'S
ELECTION EQUIPMENT.**

This agreement will ensure the City's compliance with the State, which requires Direct Recording Equipment (DRE) for voters with special needs. It will also allow for the City to use the County's e-scanner to process and record voted ballots.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Equipment Lease Electronic Voting Equipment

THIS EQUIPMENT LEASE (Lease) is made and effective this 11th day of February, 2020, by and between Matagorda County, Texas, a body corporate and politic, (Lessor), and City of Bay City (Lessee).

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, electronic voting equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

I. LEASE

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described equipment (Equipment):

For Early Voting:

1 – JBC
1 – DAU

For Election Day:

1 – JBC
1 – DAU
2 – E-Scanners

II. TERM

The term of this Lease shall commence on the 18th day of April, 2019, and shall expire 18 days thereafter, on the 5th day of May, 2019. The equipment will be returned the morning of May 6, 2019.

III. RENT

The rent for the Equipment shall be \$5.00 per day, per machine for the rental term. Payment shall be sent to Lessor at the following address:

Matagorda County Clerk
1700 Seventh Street, Rm. 202
Bay City, Texas 77414

IV. USE

Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relation to the possession, use or maintenance of the Equipment.

LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

V. PROGRAMMING

Lessee shall, at Lessee's expense, contract with Hart Inter-civic, to perform all programming necessary for their ballot. Lessee will be allowed to access the equipment during normal business hours of the Matagorda County Clerk for testing prior to Election Day.

VI. PICK UP AND DELIVERY

Lessee shall be responsible for picking up the equipment and returning them to the County Clerk at the County Courthouse. Lessee shall contact the Matagorda County Clerk and coordinate a mutually convenient time for the pickup and delivery of the equipment.

VII. REPAIRS

Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

VIII. LOSS AND DAMAGES

Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from and every cause whatsoever. No loss or damages to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease. Lessee shall not be responsible for any expenses for repair that are covered under the vendor's warranty. In the event of loss or damage of any kind whatsoever to the Equipment, Lessee shall, at Lessor's option:

- a. Place the same in good repair, condition and working order; or
- b. Replace the same with the equipment in good repair, condition and working order; or
- c. Pay to Lessor the replacement cost of the Equipment of the insurance deductible required by the insurance company for replacement under the policy.

IX. OWNERSHIP

The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in the Lease.

X. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

XI. NOTICE

Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

Matagorda County Clerk
1700 Seventh Street, Rm. 202
Bay City, Texas 77414

If to Lessee:

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

XII. ASSIGNMENTS

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

XIII. GOVERNING LAW

This Lease shall be construed and enforced according to laws of the State of Texas.

XIV. HEADINGS

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning of intent.

EXECUTED by Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified.

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

ATTEST:

LESSOR:

MATAGORDA COUNTY

Stephanie Wurtz,
County Clerk

By: Nate McDonald,
County Judge

AGREED to and ADOPTED by governing body of City of Bay City on the 11th day of February,
2020.

ATTEST:

LESSEE:

David Holubec,
City Secretary

Robert K. Nelson,
Mayor

Attachment: County Equipment Election Agreement (4143 : County Election Lease)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4177)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Personnel
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4177

**~ TO DISCUSS PERSONNEL MATTERS IN ACCORDANCE
WITH TITLE 5, SECTION 551.074 OF THE TEXAS
GOVERNMENT CODE (TO DISCUSS APPOINTMENT,
EMPLOYMENT, EVALUATION, RESPONSIBILITIES AND
DUTIES, REASSIGNMENT, DISCIPLINE OR DISMISSAL OF AN
OFFICER OR EMPLOYEE, OR TO HEAR A COMPLAINT OR
CHARGE AGAINST AN OFFICER OR EMPLOYEE
[PERMANENT CITY MANAGER].**

COMMENTS - Current Meeting:

Council members and Mayor approved an agreement with Shawna D. Burkhart, for the position of City Manager for the City of Bay City, Texas. (Open Session Vote)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Jason W. Childers
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Litigation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4147

AGENDA ITEM (ID # 4147)

**~ EXECUTIVE SESSION PURSUANT TO TEXAS
GOVERNMENT CODE §551.071(1) FOR CONSULTATION WITH
CITY ATTORNEY REGARDING THE FOLLOWING LITIGATION:
CAUSE NO. 19-E-0013, RONNIE DEAN REEVES, VIDALA
LEAL RODAS, DANYAL SHENIEL MANNING AND THE BAY
CITY HOUSING AUTHORITY VS. MARK A. BRICKER, MAYOR,
DEFENDANT.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 4161)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4161 A

**~ EXECUTIVE SESSION PURSUANT TO TEXAS
GOVERNMENT CODE §551.071(2) TO CONSULT WITH THEIR
ATTORNEY REGARDING ATTORNEY - CLIENT PRIVILEGED
MATTERS.**



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4146)

Meeting: 02/11/20 06:00 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4146

~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON ITEM(S) LISTED IN EXECUTIVE/CLOSED SESSION, (IF ANY).

COMMENTS - Current Meeting:

Council members and Mayor approved an agreement with Shawna D. Burkhart, for the position of City Manager for the City of Bay City, Texas.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Julie Estlinbaum
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum