CITY COUNCIL REGULAR MEETING
CITY OF BAY CITY

Tuesday, January 11, 2022 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson
Mayor Pro Tem: Jason W. Childers
Council Members: Becca Sitz, Bradley Westmoreland, Floyce Brown, Jim Folse

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

AGENDA

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

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

CALL TO ORDER

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

Councilman Jim Folse

CERTIFICATION OF QUORUM

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

Councilman Jim Folse

APPROVAL OF AGENDA

PUBLIC COMMENTS
State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in

response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

APPROVAL OF MINUTES

1. **City Council Regular Meeting minutes of December 21, 2021**

2. **City Council Special Called Meeting minutes of January 6, 2022**

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

3. **Accounts Payable, Direct Payable and Utility Refunds for October, November, and December 2021**

4. **Consider and/or approve invoices recommended by the TIRZ #1 Board to pay out of TIRZ #1 Funds.**

PUBLIC HEARING

5. **Public Hearing ~ Review performance and obtain public comments regarding City's 2019 Texas CDBG Program Community Development Contract No. 7219029.** Alyssa Dibbern, City Engineer Tech

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

6. **Annexation ~ Discuss and take any action deemed necessary to receive and accept annexation petitions from Arthur Millberger, et al and set date and time for public hearing regarding the same as required by Texas Local Government code 43.0673.** Anne Marie Odefey, City Attorney

7. **Agreement ~ Discuss, consider, and/or approve a Professional Service Agreement between David Pettit Development, LLC and the City of Bay City providing services relating to an amendment to the existing Tax Increment Reinvestment Zone Number One (TIRZ #1) upon the approval of TIRZ #1 Board.** Shawna Burkhart, City Manager

8. **Agreement ~ Discuss, consider, and/or approve an amendment under the terms of the approved development agreement for Phase II between Reinvestment Zone Number One (TIRZ #1), City of Bay City, and Sal Holdings, LLC.**

9. **Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Matagorda County regarding the Bay City Public Library.** Samantha Denbow, Library Director

10. **Discussion ~ Discuss and give staff direction regarding water well at the Bay City Regional Airport.**

11. **Resolution ~ Discuss, consider, and/or approve a Resolution in support of the submission of an application to the 2022 competitive Housing Tax Credit (HTC) program through the Texas Department of Housing and Community Affairs**

(TDHCA) by Tejas Cove Senior Housing Limited Parnership, for the rehabilitation of Tejas Cove Apartments.

12. **Agreement ~ Discuss, consider and/or approve an Interlocal Agreement between the City of Bay City and Matagorda County for the operation of the Bay City Service Center.** Scotty Jones, Finance Director

CLOSED / EXECUTIVE SESSION

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

ITEMS / COMMENTS FROM MAYOR AND COUNCIL MEMBERS

ADJOURNMENT

AGENDA NOTICES:

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

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

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

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, January 7, 2022 before 6:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

CITY OF BAY CITY

MINUTES • DECEMBER 21, 2021

COUNCIL CHAMBERS | 1901 5th Street	**City Council Regular Meeting**	**6:00 PM**

1901 5TH STREET
BAY CITY TX,77414

Mayor

Robert K. Nelson

Councilman	Councilman	Councilwoman
Jim Folse	Bradley Westmoreland	Becca Sitz
Mayor Pro Tem		**Councilwoman**
Jason W. Childers		Floyce Brown

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

CALL TO ORDER

The Regular Council meeting was called to order by Mayor Pro Tem Jason Childers at 6:03 pm.

INVOCATION & PLEDGE

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

Councilwoman Floyce Brown

CERTIFICATION OF QUORUM

Quorum certified.

PRESENT
Mayor Pro Tem Jason W. Childers
Councilwoman Floyce Brown
Councilman Jim Folse
Councilwoman Becca Sitz
Councilman Brad Westmoreland

ABSENT
Mayor Robert K. Nelson

MISSION STATEMENT

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

Councilwoman Floyce Brown

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

Ashley Danna and Demi Bujnoch, Crisis Center, passed out information regarding the Crisis Center, provided their 2021 stats and thanked the Police Department support.

Yolanda Salazar, 1206 6th Street, stated that she owns a house on 5th street that has a sink hole in the road that the City wants her to fix. Ms. Salazar stated that the road floods bad and

she was told that a pipe collapsed under the street. She does not think she should be responsible for the clay pipe broken under the street.

APPROVAL OF MINUTES

1. City Council Regular Meeting minutes of December 21, 2021

Councilman Folse stated that Mr. Ryman, in regards to item #10, was concerned with phase 1b. Councilman Westmoreland requested, in regards to item #10, that the minutes reflect that the City sent out ten solicitations and only 2 responded.

Motion made by Councilman Folse approved the minutes with changes to item number 10, Seconded by Councilman Westmoreland. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

PUBLIC HEARINGS

2. Public Hearing of the City Council of the City of Bay City to consider amending the project and financing plan of Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Bay City, Texas.

David Pettit summarized the amendment to the PFP, stating that the County and Hospital has met regarding the TIRZ amendment. Mr. Pettit went over next steps. Public hearing is due to expanded territory.

Mayor Pro Tem Childers open the Public Hearing to public Comments.

Mitch Thames, Chamber of Commerce, thanked the council, other entities, and staff for their work and and being a forward thinking group.

Mayor Pro Tem Childers closed the Public Hearing and reconvened back to the regular meeting at 6:21 pm.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

3. Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the Project and Finance Plan of Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Bay City, Texas.

David Pettit, DPED, introduced and summarize the Ordinance that amends the PFP of TIRZ #2, adding that the TIRZ #2 Board had approved and recommended.

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

carried.

4. Agreement ~ Discuss, consider and/or approve the TIRZ #2 Reimbursement Agreement with Bold Fox.

David Pettit provided updates to the supplement to the reimb agreement. Explained how the reimbursement will be paid out to Bold Fox and priorities to CDC to be paid first. Alex Kamkar, Bold Fox, also addressed council and discussed the project. Mr. Pettit added that Bold Fox is coming in and doing the infrastructure.

Mayor Pro Tem Childers asked what changes were made to the supplement, did we remove the notice of completion, and asked about net tax increment. Anne Marie Odefey, City Attorney, explained the 2.5% of the net that the City takes off for administrative costs. Ms. Odefey also went over the priority of reimbursement and next will be the debt service on the bond - Pettit added that it is pay as you go, any by 2025 they will float a bond. Mayor Pro Tem Childers summarized as first city, then CDC, then Bold Fox for reimbursement. TIRZ board did approve and recommend.

Motion made by Councilman Folse to approve the Reimbursement Agreement with change of date from January 25, 2022 to December 21, 2021, Seconded by Councilwoman Sitz. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

5. Resolution ~ discuss, consider, and/or approve a Resolution creating the Public Improvement District.

Jessica Russell, BCCDC Director, summarized the resolution for a Public Improvement District, stating that it is a 3 year build out. joint effort with the City and CDC. David Pettit added that the city already had the public hearing and will bring a development agreement in January. A notarized copy of the approved PID will need to be filed with county. Anne Marie Odefey added that we will be adding a TIRZ overlay at a later date.

Motion made by Councilman Westmoreland to approve the Resolution creating the PID, Seconded by Councilwoman Sitz. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

6. Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the City of Bay City Personnel Guidelines.

Councilman Westmoreland asked about t-shirts, stating that he does not believe it is proffesional attire. Shawn Burkhart suggested changing the wording to when t-shirts

are allowed. After discussions, Council requested a workshop regarding the Personnel Policy in the future.

Motion made by Councilwoman Brown to approve the Personnel Policy with changes regarding t-shirts, Seconded by Councilwoman Sitz. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

7. Settlement ~ Consider approval of the Texas Opioid Settlement Case by adoption of the following: Settlement Participation Form for Janssen (JNJ), the Settlement Participation Form for Distributors, and Settlement Allocation Term Sheet.

Anne Marie Odefey, City Attorney, introduced Amanda Sanders from Attorney General's office. Ms Sanders, via zoom, reviewed the settlement (audio concerns).

Motion made by Councilwoman Sitz to approve the Texas Opioid Settlement, Seconded by Councilwoman Brown. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

8. Contracts ~ Discuss, consider, and/or approve the Civil Engineering and Surveying Services of the Hamman Road Drainage Project Phase 1B & 2 Engineering Services .

Council discussed tabling until January 25th 2022 to allow time for ARP funding.

Motion made by Councilman Folse to table the item until January 25th, Seconded by Councilwoman Brown. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

9. Resolution ~ Discuss, consider, and/or approve an Administration/Management Service Provider to complete application and project implementation for the CDBG-CV (CRP) funding administered by the Texas Department of Housing and Community regarding a public facility currently in use by Economic Action Committee.

Alyssa Dibbern, City Engineer Tech, recommended a new build. Jody Johnson, EAC, stated that they are not currently open, just drive thru meals.

Motion made by Councilwoman Sitz to approve the Resolution for Administration services provided by Grantworks, Seconded by Councilman Folse. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

10. Resolution ~ Discuss, consider, and/or approve an Engineering/Architecture Service Provider for the CDBG-CV (CRP) administered by the Texas Department of Housing and Community Affairs regarding a public facility currently in use by Economic Action Committee.

Motion made by Councilwoman Brown to approve the Resolution for Ziegler Cooper to provide Engineering/Architecture service, Seconded by Councilman Westmoreland. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

11. Contract ~ Discuss consider, and/or approve the change order as requested by Ramstone Construction for the Economic Action Committee's building repairs.

Motion made by Councilwoman Sitz to approv the change order requested by Ramstone Construction, Seconded by Councilwoman Brown. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

12. Agreement ~ Discuss, consider, and/or approve the mutual termination of the Chapter 380 Economic Development Agreement with Sal Holdings, LLC

Shawna Burkhart, City Manager, stated that the termination is regarding the 11 acres behind Tractor Supply that they did not move forward do to drainage.

Motion made by Councilwoman Brown to approve the termination of the Chapter 380 agreement with Sal Holdings, Seconded by Councilwoman Sitz. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

13. Policy ~ Discuss, consider, and/or approve Procurement Policies and Procedures as outlined in the Code of Federal Regulations.

Scotty Jones, Finance Director, stated that Grantworks recommended the policy.

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

14. Grant ~ Discuss, consider, and/or approve the proposed projects to be funded by the American Rescue Plan Act (ARP) Program.

Scotty Jones reviewed the projects. Shawna Burkhart stated that pressing items is drainage and United Rentals. Mayor Pro Tem Childers believes this needs a workshop. Council agreed to approve top items to get started.

Motion made by Mayor Pro Tem Childers to approve listed street drainage, ball field lights at Hardeman Park, encryption public safety radio system, and utility assistance administered by EAC, Seconded by Councilman Folse. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

15. Policy ~ Discussion regarding vehicle procurement and policies.

Motion made by Councilman Westmoreland to table until January, Seconded by Councilwoman Brown. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

16. Discussion ~ Discussion regarding City Ordinance related to residential sewer line repairs in City right-of-way.

Shawn Burkhart stated that the question is what is the resident responsible for between the main and their home. If main is in the right of way, they are responsible thru their contractor to just make the repair to the line, then City comes in and repairs the street. Mayor Pro Tem Childers added that this is standard practice in other cities.

Yolanda Salazar, resident, stated that it is a clay pipe. Barry Calhoun added that it is the service line and unfortunately, due to age, it just crumbles. Ms. Salazar stated that she is having difficulty finding a plumber because they will not go in the street. Recommendation to Mr. Calhoun to provide a list of contractors he knows that will go in the street.

17. Discuss, consider, and/or approve the appointment of Hillary Reynolds as Residential Commissioner to the Public Housing Authority.

Shawna Burkhart stated that Ms. Reynolds was recommended by the Housing Authority. Ms. Reynolds introduced herself and experience.

Motion made by Councilwoman Brown to appoint Hillary Reynolds as Residential Commissioner to the Public Housing Authority, Seconded by Councilwoman Sitz. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried.

CLOSED / EXECUTIVE SESSION

Council adjourned and went in to an Executive Session at 9:00 pm.

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

19. Executive Session pursuant to Texas Government Code Section 551.087 (Deliberation regarding Economic Development).

OPEN SESSION

Council reconvened at 9:18 pm and took no action on items 18 and 19.

ITEMS / COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Shawna Burkhart stated that she will be out of the office starting December 23rd and back in town on January 1st. Councilwoman Sitz stated that the county bird count was 224 species and Mayor Nelson won raffle for birding trail. Council wished all a Merry Christmas.

ADJOURNMENT

Motion made by Councilman Westmoreland to adjourn, Seconded by Councilman Folse. Voting Yea: Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried and Council adjourned at 9:19 pm.

PASSED AND APPROVED, this 11th day of January 2022.

ROBERT K. NELSON, MAYOR	JEANNA THOMPSON
CITY OF BAY CITY, TEXAS	CITY SECRETARY

CITY OF BAY CITY

MINUTES • JANUARY 06, 2022

COUNCIL CHAMBERS | 1901 5th Street	**City Council Special Called Meeting**	**5:00 PM**

1901 5TH STREET
BAY CITY TX,77414

Mayor

Robert K. Nelson

Councilman	Councilman	Councilwoman
Jim Folse	Bradley Westmoreland	Becca Sitz
Mayor Pro Tem		**Councilwoman**
Jason W. Childers		Floyce Brown

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

CALL TO ORDER

The Regular Council meeting was called to order by Mayor Robert K. Nelson at 5:01 pm.

CERTIFICATION OF QUORUM

Quorum certified.

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

ABSENT
Councilman Brad Westmoreland

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

There were no public comments.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Adopt Resolution Authorizing Submission of the 2022 Texas Department of Housing Community Affairs CDBG-CV Community Resiliency Program (CRP) for Bay City.

   Alyssa Dibbern, Engineering Tech, presented the resolution to Councils and discussed the design. Steve Lucchesi, Ziegler Cooper Architects, reviewed the proposed building structurer that includes new staff parking, service entrance, and broad pavilion (porch) to the building. It is designed so that it can be expanded on in future. The proposed building is larger than what iscurrently there. Mr. Lucchesi also reviewed the floor plan that had EAC input. Include an area designed for emergency shelter. The grant covers 100% including design services. Shawna Burkhart, City Manager, asked about the foundation and Mr. Lucchesi stated that it is built in to costs. Councilman Folse asked if the building will have a flat roof and Mr. Lucchesi replied no. Mr. Lucchesi stated that the building will be built above flood waters and consideration of wind zoning - this building could be used after a storm for shelter and will have a backup generator. Councilwoman Sitz concerned about that 10% contingency and if it will be enough considering current economy. Mr. Lucchesi explained that it will be built by phases so if adjustments can to be made if needed. Mayor Pro Tem Childers

remarked that council needs to be aware of additional costs will be needed to cover furnishings, utilities, etc.

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

2. Adopt a Citizen Participation Plan for Bay City.

Lauren Cargil, GrantWorks, presented the plan, which is standard procedure that allows citizens to be brought in on the process, adding that the application deadline is the 19th.

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

3. Adopt Duplication of Benefits Policy for Bay City.

Motion made by Councilwoman Brown to adopt the duplication of Benefits Policy, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

4. Approve Bay City and Economic Action Committee of the Gulf Coast Memorandum of Agreement.

Lauren Cagil stated that the Memorandum of Agreement is not grant required, but helps on clarity on who is responsible with what. The city will be the go between EAC and TDHC(?). Mayor Nelson asked if we can give the building to EAC and when and Ms. Cagil replied yes, after 5 years. EAC will be responsible for operation and maintenance of the building.

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

ADJOURNMENT

Motion made by Councilwoman Brown to adjourn the meeting, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown,

Councilman Folse, Councilwoman Sitz. Motion carried and the meeting was adjourned at 5:35 pm.

PASSED AND APPROVED, this 11th day of January 2022.

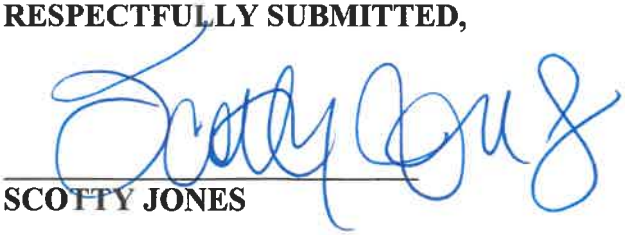
ROBERT K. NELSON, MAYOR	JEANNA THOMPSON
CITY OF BAY CITY, TEXAS	CITY SECRETARY

AGENDA ITEM REQUEST
FOR
CITY COUNCIL APPROVAL

PER CHARTER SECTION 4.10 (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 WEBSITE. https://cityofbaycity.mygovcenter.com

ACCOUNTS PAYABLE	**10/04/21**
ACCOUNTS PAYABLE	**10/14/21**
ACCOUNTS PAYABLE	**10/15/21**
ACCOUNTS PAYABLE	**10/22/21**
ACCOUNTS PAYABLE	**10/28/21**
ACCOUNTS PAYABLE	**10/29/21**
ACCOUNTS PAYABLE	**11/04/21**
ACCOUNTS PAYABLE	**11/05/21**
ACCOUNTS PAYABLE	**11/12/21**
ACCOUNTS PAYABLE	**11/19/21**
ACCOUNTS PAYABLE	**12/03/21**
ACCOUNTS PAYABLE	**12/13/21**
ACCOUNTS PAYABLE	**12/16/21**
DIRECT PAYABLES	**10/01/21**
DIRECT PAYABLES	**10/12/21**
DIRECT PAYABLES	**10/14/21**
DIRECT PAYABLES	**10/26/21**
DIRECT PAYABLES	**11/05/21**
DIRECT PAYABLES	**11/09/21**
DIRECT PAYABLES	**11/23/21**
DIRECT PAYABLES	**11/30/21**
DIRECT PAYABLES	**12/07/21**
DIRECT PAYABLES	**12/21/21**
UTILITY REFUNDS	**12/03/21**

RESPECTFULLY SUBMITTED,



SCOTTY JONES

CONSENT AGENDA:

CONSIDER AND/OR APPROVE INVOICES RECOMMENDED BY THE TIRZ 1 BOARD TO PAY OUT OF TIRZ 1 FUNDS.

EXECUTIVE SUMMARY

BACKGROUND:

On July 17, 2019, the TIRZ Board recommended approval of a Developer Agreement between City of Bay City and SAL Holding, LLC for the development of Cottonwood Park.

On November 9, 2021 TIRZ Board approved up to $13,976.38 for reimbursement of Phase II based on documentation received.

Substantiated receipts totaled **$13,976.38 –** will pay out January 14, 2022 contingent upon approval of amendment to development agreement by City Council.

AGENDA ITEM FOR CITY COUNCIL APPROVAL

Consider/Approve TIRZ 1 expenditures as recommended by the TIRZ Board

Tax Increment Reinvestment Zone #1

The Board of Directors shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. (Ord. 1556, 1567)

Invoice Date	Invoice #	Requested/ Recommended by	Check Amount	Payee	Description	Category	Check #
11/9/2021	N/A	TIRZ Board	$13,976.38	SAL Holding, LLC	Phase II- Cottonwood Park	Drainage Improvements	
		TOTAL	**$13,976.38**				

Notes: TIRZ Board approved up to $13,976.38 on Phase II Reimbursement on November 9,2021. City pays as invoices are submitted.

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

AGENDA ITEM SUBMISSION FORM

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

☐Citizen ☒City Staff ☐Council Member

Requestor Name: Alyssa Dibbern Date Submitted: 12/14/2021

Position Title (If City Staff): Engineering Tech

Council Meeting Date: 12/21/2021

Type of Agenda Item:

☐Consent Agenda ☐Presentation

☐Public Hearing ☐Executive Session

☒Regular Item for Discussion

Agenda Wording:

Public Hearing - To provide project outcomes and take public comments on the City's CDBG Water Improvements Project No. 7219029

Executive Summary of Item:

The purpose of this CDBG project was to provide water infrastructure improvements to replace the City's aged and deteriorated waterlines resulting in disruptions in service and inadequate fire protection. The activities carried out under this contract meet the CDBG National Objective of benefiting low and moderate – income persons.

Project Outcomes Summary and the ad/posting for the Final Public Hearing to close water improvement grant #7219029.

BACKGROUND: Bay City proposes to replace approximately 4,300 linear feet of 4-inch and 6-inch water line, fire hydrant service reconnections, and all associated appurtenances. Along Avenue C from 12th Street to Grace Street; along Avenue D from 12th Street to Grace Street; along Adell Street from Avenue C to Avenue D; along 12th Street from Avenue C to Avenue D; along 13th Street from Avenue C to Avenue D.

FINANCIAL IMPLICATIONS: $17,500 Match. (Fund: 62-3632)

RECOMMENDATION: None - Public Hearing

ATTACHMENTS: Project Recap, Final Public Hearing Ad & Posting

	NEW Waterlines NW Quad
Who's Administrating	**TDA**
What Grant	CDBG
Qualify Under	
Status	Complete
Current Status:	Complete - received COCC
Project	NEW Waterlines
Where	Along Avenue C from 12th Street to Grace Street; along Avenue D from 12th Street to Grace Street; along Adell Street from Avenue C to Avenue D; along 12th Street from Avenue C to Avenue D; along 13th Street from Avenue C to Avenue D.
Scope of Work	Bay City proposes to replace approximately 4,300 linear feet of 4-inch and 6-inch water line, fire hydrant service reconnections, and all associated appurtenances.
Phase	

Grant Number	No.7219029
Abridged Application Number	
Timeline	
Administrative Services	GrantWorks
Engineering Services	Urban Engineering
How It's Funded	Match
Matching Funds	$17,500 - City
Grant Amount	$367,500
Amount Requested	
Administration Costs	$38,500
Engineer Costs	$42,500
Construction Costs	$269,000
Financial Impact	$17,500
G/L Fund	62-3632

This notice was published in the Bay City Tribune on Sunday December 19th, 2021:

PUBLIC NOTICE
COMMUNITY DEVELOPMENT BLOCK GRANT

The City of Bay City invites all citizens to a public hearing at 6:00 p.m. on Tuesday, December 21, 2021 at the City Hall, 1901 Fifth Street, to review performance and obtain comments regarding its 2019 Texas CDBG Program Community Development Contract #7219029. Disabled persons or those who require auxiliary aids or services who wish to attend this meeting should contact the City Secretary at 979-245-5311 at least two days before the meeting to make arrangements.

AVISO PÚBLICO
COMMUNITY DEVELOPMENT BLOCK GRANT

La Ciudad de Bay City invita a todos los ciudadanos a una audiencia pública a las 6:00 p.m. el martes 21 de diciembre de 2021 en el Ayuntamiento, 1901 Fifth Street, para revisar el desempeño y obtener comentarios sobre su Contrato de Desarrollo Comunitario del Programa CDBG de Texas 2019 # 7219029. Las personas discapacitadas o aquellas que requieran ayudas o servicios auxiliares que deseen asistir a esta reunión deben comunicarse con el Secretario de la Ciudad al 979-245-5311 al menos dos días antes de la reunión para hacer arreglos.

City of Bay City
CDBG Water Improvements Grant No. 7219029
Project Recap

The purpose of this CDBG project was to provide water infrastructure improvements to replace the City's aged and deteriorated waterlines resulting in disruptions in service and inadequate fire protection. The activities carried out under this contract meet the CDBG National Objective of benefiting low and moderate – income persons.

ACTIVITIES

Water Improvements: The Contractor replaced water lines to prevent frequent disruptions in service and improve fire protection for the City of Bay City. Contractor installed four thousand three hundred linear feet (4,300 l. f.) of four-inch (4") and six-inch (6") water line, fire hydrants, service reconnections, and all associated appurtenances. Construction took place at the following locations:

STREET	FROM	TO
Avenue C	12th Street	Grace Street
Avenue D	12th Street	Grace Street
Adell Street	Avenue C	Avenue D
12th Street	Avenue C	Avenue D
13th Street	Avenue C	Avenue D

These activities benefited two hundred ninety-eight (298) persons, of which two hundred-three (203) or sixty-eight percent (68%) are of low- to moderate-income.

BUDGET

Activity	Grant Funds	Match Funds Dedicated	Additional Match Funds	Deobligated Funds	Total Funds Spent
Construction	$269,000.00	$17,500.00	$121,205.00	$0	$407,705.00
Engineering	$42,500.00	$0	$0	$0	$42,500.00
Administration	$38,500.00	$0	$0	$0	$38,500.00
TOTALS	$350,000.00	$17,500.00	$121,205.00	$0	$488,705.00

Source of Match: City of Bay City Utility Fund

Public Hearing Presented by:_____

ARTHUR J. MILBERGER
(arthurmilberger@gmail.com)

BOLD FOX DEVELOPMENT, LLC
c/o Alex Kamkar (adkamkar@boldfoxdevelopment.com)

January 6, 2022

VIA EMAIL

City Council
City of Bay City
c/o Anne Marie Odefey, City Attorney
1901 5th Street
Bay City, Texas 77414

Re: Annexation of approximately 280 acres into the City of Bay City, Texas ("City")

Dear City Council:

We own, or are under contract to acquire, 280.35 acres, collectively comprised of Tract I, Tract II, Tract III, and Tract V shown on the map attached hereto (collectively, "Land").

Pursuant to Section 43.0671 of the Texas Local Government Code, we respectfully request annexation of the Land into the City, and with respect to Tract III and Tract V, are making this request as required under Section 2 of the Development Financing Agreement between the City, Tax Increment Reinvestment Zone Number Two, and Bold Fox Development, LLC, approved by the City on December 21, 2021. We are submitting formal annexation petitions as well.

In furtherance of the annexation process, we request that Council call a public hearing, and provide appropriate notice of same, as required under Section 43.0673 of the Texas Local Government Code.

[Signatures Follow]

Sincerely,

Arthur J. Milberger
Arthur J. Milberger (Jan 6, 2022 16:43 CST)

Arthur J. Milberger

Bold Fox Development, LLC

Alex Kamkar
By: Alex Kamkar (Jan 6, 2022 13:21 CST)
Name: Alex Kamkar
Title: Principal

Attachment

NOTES:

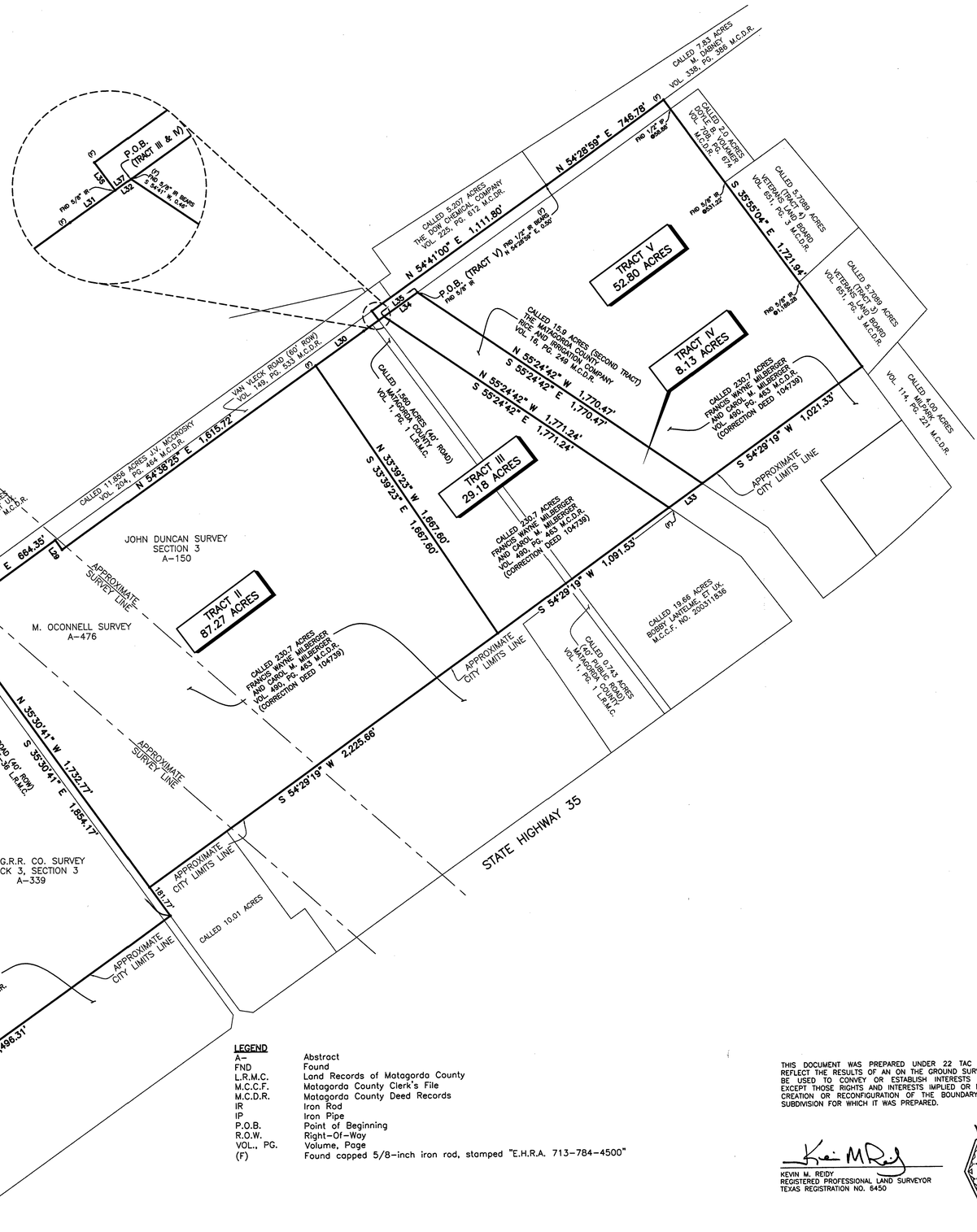
1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

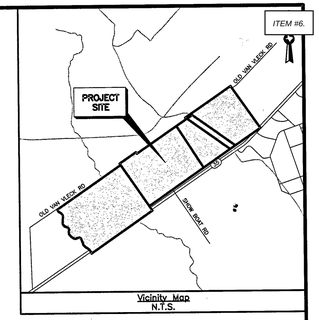
2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.

3. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.

4. For additional information about the subject tract, see the metes and bounds description prepared separately.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°07'05" W	66.82'
L2	N 34°38'47" W	78.59'
L3	N 51°45'18" W	88.19'
L4	N 68°09'43" W	45.74'
L5	N 45°43'45" W	138.23'
L6	N 13°02'05" W	47.66'
L7	N 22°25'52" W	182.36'
L8	N 58°45'40" W	45.97'
L9	S 77°19'51" W	80.45'
L10	S 66°50'20" W	86.83'
L11	N 73°01'14" W	65.10'
L12	N 57°38'15" W	86.33'
L13	N 41°50'21" W	113.77'
L14	N 16°40'31" W	21.74'
L15	N 03°39'32" W	74.87'
L16	N 07°10'26" E	66.80'
L17	N 31°07'52" W	64.16'
L18	N 84°05'03" W	42.98'
L19	N 73°20'54" W	63.50'
L20	N 66°16'26" W	26.32'
L21	N 39°12'45" W	79.38'
L22	N 13°25'50" W	42.27'
L23	N 00°54'52" E	120.24'
L24	N 05°12'19" E	83.27'
L25	N 05°47'58" W	64.83'
L26	N 41°21'15" W	97.80'
L27	N 64°12'16" W	82.95'
L28	N 32°29'58" W	90.08'
L29	S 35°06'35" E	60.00'
L30	N 54°39'25" E	305.75'
L31	N 54°41'00" E	95.62'
L32	N 54°41'39" E	33.28'
L33	S 54°29'19" W	212.70'
L34	N 54°41'00" E	212.86'
L35	S 54°41'00" W	212.86'
L36	N 36°03'44" W	60.01'
L37	S 54°41'39" W	33.28'





EHRA

0' 300' 600' 900'

SCALE: 1" = 300'

LEGEND

A–	Abstract
FND	Found
L.R.M.C.	Land Records of Matagorda County
M.C.C.F.	Matagorda County Clerk's File
M.C.D.R.	Matagorda County Deed Records
IR	Iron Rod
IP	Iron Pipe
P.O.B.	Point of Beginning
R.O.W.	Right-Of-Way
VOL., PG.	Volume, Page
(F)	Found capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500"

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

KEVIN M. REIDY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6450

11-17-21

STATE OF TEXAS
REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL
LAND SURVEYOR

REV	DESCRIPTION	BY	DATE
3			
2			
1			

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

CITY LIMITS OF BAY CITY ANNEXATION MAP 5 TRACTS MATAGORDA COUNTY, TEXAS

DATE: November, 2021	SCALE: 1"= 300'	JOB NO.: 201-007-00
DWG. NAME:Bay_City_Annexation.dwg	DRAWING NO.: NONE	

R:\2020\201-007-00\DRAWING\SURVEY\BAY_CITY_ANNEXATION By:---

PETITION FOR ADDITION OF CERTAIN LAND TO THE CITY OF BAY CITY, TEXAS MUNICIPAL BOUNDARIES

STATE OF TEXAS

COUNTY OF MATAGORDA

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS:

Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Arthur J. Milberger Trust, the Bryan M. Milberger Trust, and the Francis Wayne Milberger Trust ("Petitioners"), acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Subchapter C-3, Section 43.0671, petitions the Honorable Council Members to add the 81.98 acres of land described by metes and bounds in **Exhibits A and B** ("Land"), attached hereto and incorporated herein for all purposes, to the City of Bay City, Texas ("City") municipal boundaries, and in support of this petition the Petitioners represents, covenants, and agrees as follows:

Section 1: The Land sought to be added to the City lies entirely within Matagorda County, Texas, and is accurately described by metes and bounds in **Exhibits A and B.**

Section 2: The Petitioners holds fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of Matagorda County, Texas, or, as indicated by the certificate of ownership provided by the Matagorda County Appraisal District and supplemented by a deed recorded in the Official Public Records of Matagorda County, Texas.

Section 3: All of the Land is within the extraterritorial jurisdiction of the City.

Section 4: The addition of the Land to the municipal boundaries of the City is feasible and practical and will be to the advantage of and a benefit to the City, and the water supply, sanitary sewer, and drainage systems and other improvements of the City are sufficient or will be sufficient to supply the added Land without injuring the land already within the City.

Section 5: The Petitioners hereby certifies that there are no qualified voters residing on the Land.

Section 6: The Petitioners hereby certifies that there are no holders of liens on the Land.

Section 7: Pursuant to Section 43.0672 of the Texas Local Government Code, Petitioners and the City have entered into the written Municipal Service Plan found in **Exhibit C**.

Section 8: Prior to the institution of annexation proceedings herein, the City, in compliance with Section 43.0673 of the Texas Local Government Code, published and posted timely notice of a public hearing that was duly held at which persons interested in such annexation were afforded an opportunity to be heard.

WHEREFORE, the Petitioners prays that this Petition be granted; that the Land be added to and become a part of the municipal boundaries of the City; and that this Petition, if granted, be filed for record and be recorded in the Official Records of Matagorda County, Texas, and be filed with the Texas Comptroller's Office and the Matagorda County Appraisal District.

[Execution page follows.]

RESPECTFULLY SUBMITTED on _____, 20__.

By: _____
Arthur J. Milberger,
acting as Co-Trustee of the Arthur J. Milberger Trust, the Bryan M. Milberger Trust, and the Francis Wayne Milberger Trust

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__, by Arthur J. Milberger, acting as Co-Trustee of the Arthur J. Milberger Trust, the Bryan M. Milberger Trust, and the Francis Wayne Milberger Trust.

_____
Notary Public, State of Texas

(NOTARY SEAL)

By: _____
Bryan M. Milberger,
acting as Co-Trustee of the Arthur J. Milberger Trust, the Bryan M. Milberger Trust, and the Francis Wayne Milberger Trust

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__, by Bryan M. Milberger, acting as Co-Trustee of the Arthur J. Milberger Trust, the Bryan M. Milberger Trust, and the Francis Wayne Milberger Trust.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachments
Exhibits A and B – Legal Description of the Land
Exhibit C – Written Municipal Services Plan Between Landowner/Petitioners and City of Bay City, Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION
29.18 ACRE TRACT
IN THE JOHN DUNCAN SURVEY, SECTION 3, ABSTRACT NO. 150
MATAGORDA COUNTY, TEXAS

A 29.18 ACRE TRACT OF LAND IN THE JOHN DUNCAN SURVEY, SECTION 3, ABSTRACT NO. 150, MATAGORDA COUNTY, TEXAS, BEING OUT OF A CALLED 230.7 ACRE TRACT OF LAND, CONVEYED TO FRANCIS WAYNE MILBERGER AND CAROL M. MILBERGER, AS RECORDED UNDER VOLUME 490, PAGE 463 OF THE MATAGORDA COUNTY DEED RECORDS (M.C.D.R.), THE SAID 29.18 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most westerly corner of a called 15.9 acre tract of land, conveyed to the Matagorda County Rice and Irigation Company, as recorded under Volume 16, Page 249, M.C.D.R., an interior corner of said 230.7 acre tract, and the northeast corner of the herein described tract, from which a found 5/8-inch iron rod bears for reference South 54°41' West, a distance of 0.46 feet;

THENCE, South 55°24'42" East, along the common line of said 15.9 acre tract and said 230.7 acre tract, a distance of 1,771.24 feet to the city limits line of Bay City, for the southeast corner of the herein described tract;

THENCE, South 54°29'19" West, along said city limits line, a distance of 1,091.53 feet, to the southwest corner of the herein described tract;

THENCE, North 33°39'23" West, over and across said 230.7 acre tract, a distance of 1,667.60 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the southeasterly Right-of-Way (R.O.W.) line of Van Vleck Road (60-feet-wide) as recorded under Volume 149, Page 533, M.C.D.R., marking the northwest corner of the herein described tract

THENCE, North 54°38'25" East, along the southeasterly R.O.W. line of said Van Vleck Road, common with the northwesterly line of said 230.7 acre tract, a distance of 305.75 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;

THENCE, North 54°41'00" East, continuing along said R.O.W. line, a distance of 95.62 feet to a 5/8-inch iron rod found marking an interior corner of said 230.7 acre tract and an angle point of the herein described tract;

THENCE, North 54°41'39" East, over and across said 230.7 acre tract, a distance of 33.28 feet to the **POINT OF BEGINNING** and containing 29.18 acres of land. This description is accompanied by an exhibit of even date.

This document was prepared under 22 TAC 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

11-17-21

Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: November, 2021
Job No: 201-007-00
File No: R:\2020\201-007-00\Docs\Description\Boundary\29.18AC-MB.doc

EXHIBIT B

METES AND BOUNDS DESCRIPTION
52.80 ACRE TRACT
IN THE JOHN DUNCAN SURVEY, SECTION 3, ABSTRACT NO. 150
MATAGORDA COUNTY, TEXAS

A 52.80 ACRE TRACT OF LAND IN THE JOHN DUNCAN SURVEY, SECTION 3, ABSTRACT NO. 150, MATAGORDA COUNTY, TEXAS, BEING OUT OF A CALLED 230.7 ACRE TRACT OF LAND, CONVEYED TO FRANCIS WAYNE MILBERGER AND CAROL M. MILBERGER, AS RECORDED UNDER VOLUME 490, PAGE 463 OF THE MATAGORDA COUNTY DEED RECORDS (M.C.D.R.), THE SAID 52.80 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 5/8-inch iron rod, found marking the most northerly corner of a called 15.9 acre tract of land, conveyed to the Matagorda County Rice and Irrigation Company, as recorded under Volume 16, Page 249, M.C.D.R., an interior corner of said 230.7 acre tract, and the herein described tract;

THENCE, South 54°41'00" West, along with the northwesterly line of said 15.9 acre tract, common with a southeasterly line of said 230.7 acre tract, a distance of 212.96 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most westerly corner of said called 15.9 acre tract, from which a found 5/8-inch iron rod bears for reference South 54°41' West, a distance of 0.46 feet;

THENCE, South 54°41'39" West, over and across said 230.7 acre tract, a distance of 33.28 feet to a 5/8-inch iron rod found marking an interior corner of said 230.7 acre tract;

THENCE, North 36°03'44" West, along a southwesterly line of said 230.7 acre tract, a distance of 60.01 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the southeasterly line of a called 11.856 acre tract of land, conveyed to J.V. McCrosky, as recorded under Volume 204, Page 464, M.C.D.R., marking the northwest corner of the herein described tract;

THENCE, North 54°41'00" East, along the northwesterly line of said 230.7 acre tract, common with the southeasterly line of said 11.856 acre tract and the southeasterly line of a called 5.207 acre tract of land, conveyed to The Dow Chemical Company, as recorded under Volume 225, Page 612, M.C.D.R., a distance of 1,111.80 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of said 5.207 acre tract, the southwest corner of a called 7.83 acre tract of land, conveyed to M. Dabney, as recorded under Volume 338, Page 386, M.C.D.R., from which a found 1/2-inch iron rod bears for reference North 54°28'59" East, a distance of 0.50 feet;

THENCE, North 54°28'59" East, along the northwesterly line of said 230.7 acre tract, common with the southeasterly line of said 7.83 acre tract, a distance of 746.78 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of said 230.7 acre tract and the herein described tract;

THENCE, South 35°55'04" East, along the northeasterly line of said 230.7 acre tract, a distance of 1,721.94 feet the city limits line of Bay City, for the southeast corner of the herein described tract;

THENCE, South 54°29'19" West, along said city limit line, a distance of 1,021.33 feet to the northeasterly line of said 15.9 acre tract, common with a southwesterly line of said 230.7 acre tract, for the southwest corner of the herein described tract;

THENCE, North 55°24'42" West, along said common line, a distance of 1,770.47 feet to the **POINT OF BEGINNING** and containing 52.80 acres of land. This description is accompanied by an exhibit of even date.

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EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

11-17-21

Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: November, 2021
Job No: 201-007-00
File No: R:\2020\201-007-00\Docs\Description\Boundary\52.80AC-MB.doc

NOTES:

1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.

3. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.

4. For additional information about the subject tract, see the metes and bounds description prepared separately.

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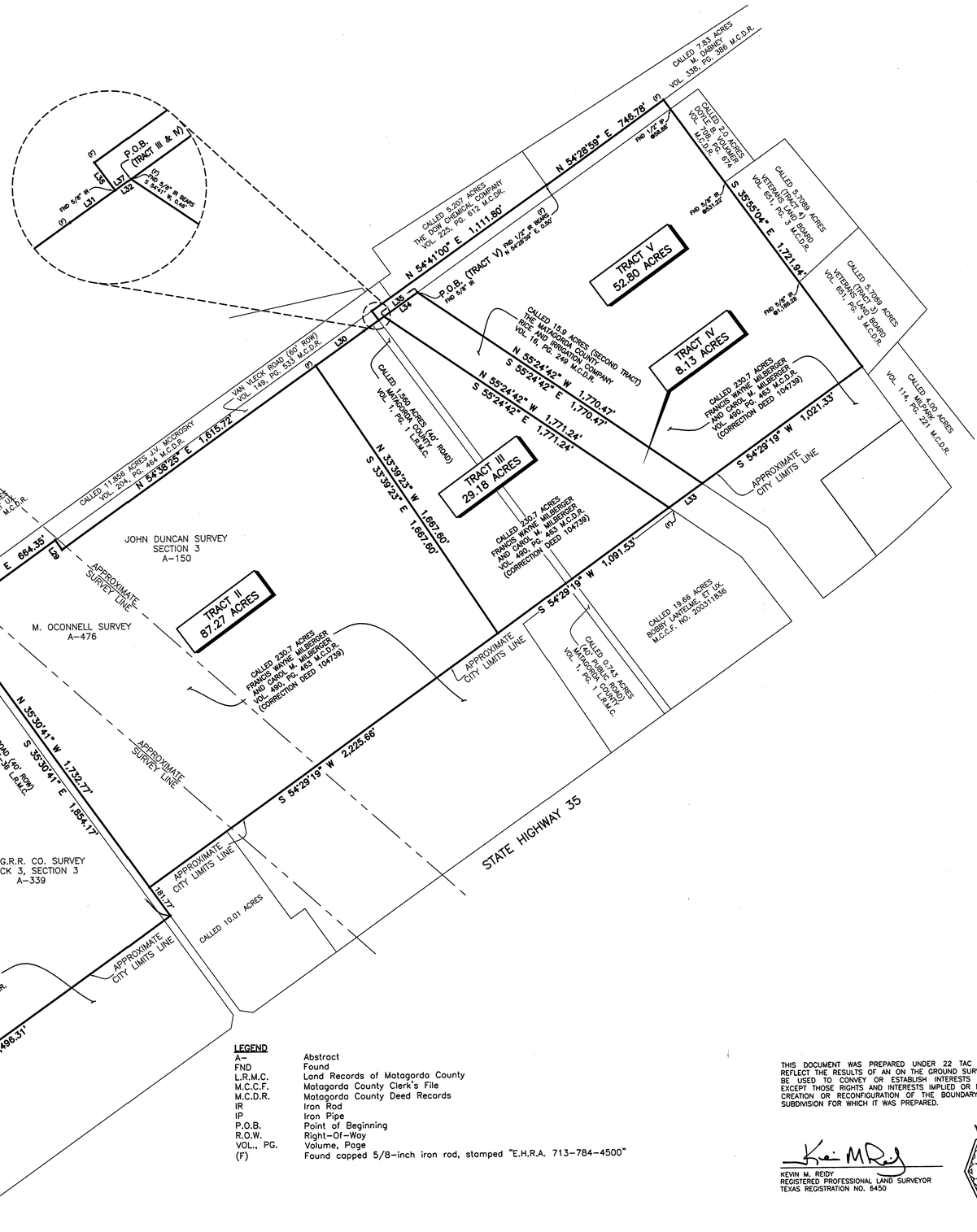

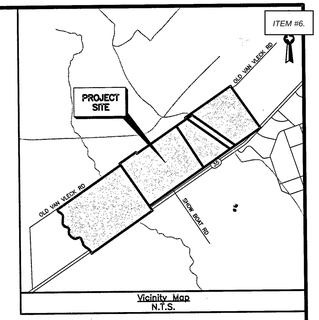

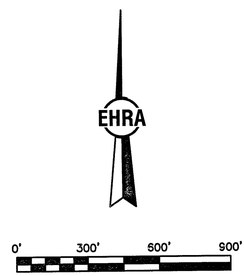

LEGEND

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M.C.D.R.	Matagorda County Deed Records
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IP	Iron Pipe
P.O.B.	Point of Beginning
R.O.W.	Right-Of-Way
VOL., PG.	Volume, Page
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Kevin M Reidy

KEVIN M. REIDY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6450

11-17-21

STATE OF TEXAS
REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL
LAND SURVEYOR

REV	DESCRIPTION	BY	DATE
3			
2			
1			

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

CITY LIMITS OF BAY CITY ANNEXATION MAP 5 TRACTS MATAGORDA COUNTY, TEXAS

DATE: November, 2021	SCALE: 1"= 300'	JOB NO.: 201-007-00
DWG. NAME:Bay_City_Annexation.dwg	DRAWING NO.: NONE	

R:\2020\201-007-00\DRAWING\SURVEY\BAY_CITY_ANNEXATION By:---

PETITION FOR ADDITION OF CERTAIN LAND TO THE CITY OF BAY CITY, TEXAS MUNICIPAL BOUNDARIES

STATE OF TEXAS

COUNTY OF MATAGORDA

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS:

The Matagorda County Rice and Irrigation Company, now known as the Lower Colorado River Authority ("Petitioner"), acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Subchapter C-3, Section 43.0671, petitions the Honorable Council Members to add the 8.13 acres of land described by metes and bounds in **Exhibit A** ("Land"), attached hereto and incorporated herein for all purposes, to the City of Bay City, Texas ("City") municipal boundaries, and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The Land sought to be added to the City lies entirely within Matagorda County, Texas, and is accurately described by metes and bounds in **Exhibit A.**

Section 2: The Petitioner holds fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of Matagorda County, Texas, or, as indicated by the certificate of ownership provided by the Matagorda County Appraisal District and supplemented by a deed recorded in the Official Public Records of Matagorda County, Texas.

Section 3: All of the Land is within the extraterritorial jurisdiction of the City.

Section 4: The addition of the Land to the municipal boundaries of the City is feasible and practical and will be to the advantage of and a benefit to the City, and the water supply, sanitary sewer, and drainage systems and other improvements of the City are sufficient or will be sufficient to supply the added Land without injuring the land already within the City.

Section 5: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 6: The Petitioner hereby certifies that there are no holders of liens on the Land.

Section 7: Pursuant to Section 43.0672 of the Texas Local Government Code, Petitioner and the City have entered into the written Municipal Service Plan found in **Exhibit B**.

Section 8: Prior to the institution of annexation proceedings herein, the City, in compliance with Section 43.0673 of the Texas Local Government Code, published and posted timely notice of a public hearing that was duly held at which persons interested in such annexation were afforded an opportunity to be heard.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the municipal boundaries of the City; and that this Petition, if granted, be filed

for record and be recorded in the Official Records of Matagorda County, Texas, and be filed with the Texas Comptroller's Office and the Matagorda County Appraisal District.

[Execution page follows.]

RESPECTFULLY SUBMITTED on _____, 20__.

Lower Colorado River Authority

By: _____
Print Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of the Lower Colorado River Authority, a Texas conservation and reclamation district, on behalf of district..

_____
Notary Public, State of Texas

(NOTARY SEAL)

Attachments
Exhibit A – Legal Description of the Land
Exhibit B – Written Municipal Services Plan Between Landowner/Petitioner and City of Bay City, Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION
8.13 ACRE TRACT
IN THE JOHN DUNCAN SURVEY, SECTION 3, ABSTRACT NO. 150
MATAGORDA COUNTY, TEXAS

A 8.13 ACRE TRACT OF LAND IN THE JOHN DUNCAN SURVEY, SECTION 3, ABSTRACT NO. 150, MATAGORDA COUNTY, TEXAS, BEING OUT OF A CALLED 15.9 ACRE TRACT OF LAND, CONVEYED TO THE MATAGORDA COUNTY RICE AND IRIGATION COMPANY, AS RECORDED UNDER VOLUME 16, PAGE 249 OF THE MATAGORDA COUNTY DEED RECORDS (M.C.D.R.), THE SAID 8.13 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most westerly corner of said 15.9 acre tract, an interior corner of a called 230.7 acre tract of land, conveyed to Francis Wayne Milberger and Carol M. Milberger, as recorded under Volume 490, Page 463, M.C.D.R., and the northwest corner of the herein described tract, from which a found 5/8-inch iron rod bears for reference South 54°41' West, a distance of 0.46 feet;

THENCE, North 54°41'00" East, along the northwesterly line of said 15.9 acre tract, common with a southwesterly line of said 230.7 acre tract, a distance of 212.96 feet to a 5/8-inch iron rod found marking an interior corner of said 230.7 acre tract and the northeast corner of said 15.9a acre tract and the herein described tract;

THENCE, South 55°24'42" East, along the northeasterly line of said 15.9 acre tract common with a southwesterly line of said 230.7 acre tract, a distance of 1,770.47 feet to the city limit line of Bay City, for the southeast corner of the herein described tract;

THENCE, South 54°29'19" West, along said city limit line, a distance of 212.70 feet to the southwest corner of the herein described tract;

THENCE, North 55°24'42" West, along the southwesterly line of said 15.9 acre tract, common with a northeasterly line of said 230.7 acre tract, a distance of 1,771.24 feet to the **POINT OF BEGINNING** and containing 8.13 acres of land. This description is accompanied by an exhibit of even date.

This document was prepared under 22 TAC 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

11-17-21

STATE OF TEXAS
REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL
LAND SURVEYOR

Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: November, 2021
Job No: 201-007-00
File No: R:\2020\201-007-00\Docs\Description\Boundary\8.13AC-MB.doc

NOTES:

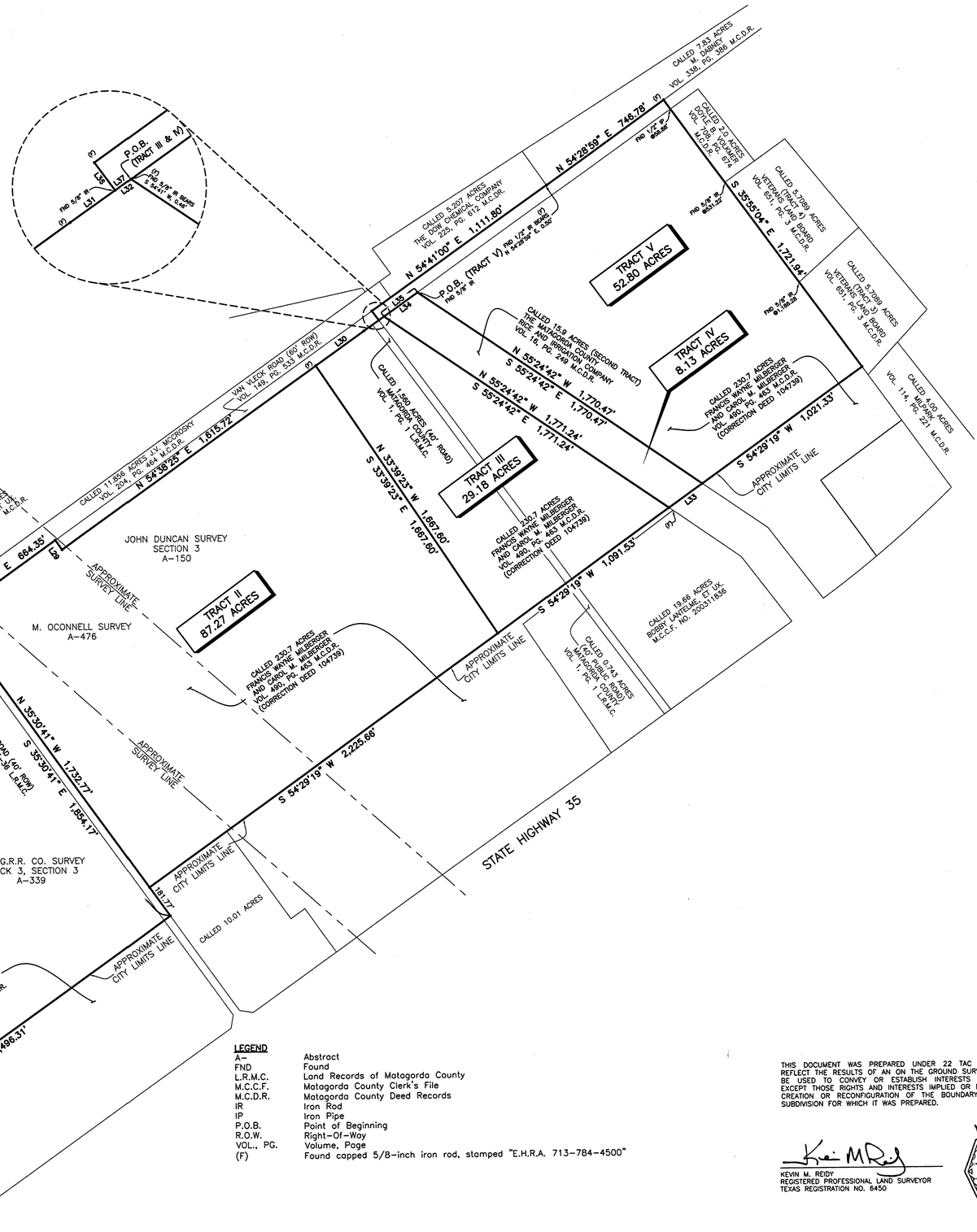
1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

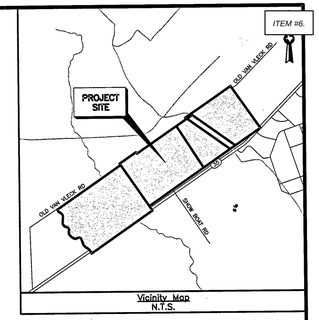
2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.

3. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.

4. For additional information about the subject tract, see the metes and bounds description prepared separately.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°07'05" W	66.82'
L2	N 34°38'47" W	78.59'
L3	N 51°45'18" W	88.19'
L4	N 68°09'43" W	45.74'
L5	N 45°43'45" W	138.23'
L6	N 13°02'05" W	47.66'
L7	N 22°25'52" W	182.36'
L8	N 58°45'40" W	45.97'
L9	S 77°19'51" W	80.45'
L10	S 66°50'20" W	86.83'
L11	N 73°01'14" W	65.10'
L12	N 57°39'15" W	86.33'
L13	N 41°50'21" W	113.77'
L14	N 16°40'31" W	21.74'
L15	N 03°39'32" W	74.87'
L16	N 07°10'26" E	66.80'
L17	N 31°07'52" W	64.16'
L18	N 84°05'03" W	42.98'
L19	N 73°20'54" W	63.50'
L20	N 66°16'26" W	26.32'
L21	N 39°12'45" W	79.38'
L22	N 13°25'50" W	42.27'
L23	N 00°54'52" E	120.24'
L24	N 05°12'19" E	83.27'
L25	N 05°47'58" W	64.83'
L26	N 41°21'15" W	97.80'
L27	N 64°12'16" W	82.95'
L28	N 32°29'58" W	90.08'
L29	S 35°06'35" E	60.00'
L30	N 54°39'25" E	305.75'
L31	N 54°41'00" E	95.62'
L32	N 54°41'39" E	33.28'
L33	S 54°29'19" W	212.70'
L34	N 54°41'00" E	212.86'
L35	S 54°41'00" W	212.86'
L36	N 36°03'44" W	60.01'
L37	S 54°41'39" W	33.28'





EHRA

0' 300' 600' 900'

SCALE: 1" = 300'

LEGEND

A-	Abstract
FND	Found
L.R.M.C.	Land Records of Matagorda County
M.C.C.F.	Matagorda County Clerk's File
M.C.D.R.	Matagorda County Deed Records
IR	Iron Rod
IP	Iron Pipe
P.O.B.	Point of Beginning
R.O.W.	Right-Of-Way
VOL., PG.	Volume, Page
(F)	Found capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500"

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

KEVIN M. REIDY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6450

11-17-21

STATE OF TEXAS
KEVIN M. REIDY
6450
REGISTERED PROFESSIONAL LAND SURVEYOR

REV	DESCRIPTION	BY	DATE
3			
2			
1			

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

CITY LIMITS OF BAY CITY ANNEXATION MAP 5 TRACTS MATAGORDA COUNTY, TEXAS

DATE: November, 2021	SCALE: 1"= 300'	JOB NO.: 201-007-00
DWG. NAME:Bay_City_Annexation.dwg	DRAWING NO.: NONE	

R:\2020\201-007-00\DRAWING\SURVEY\BAY_CITY_ANNEXATION By:---

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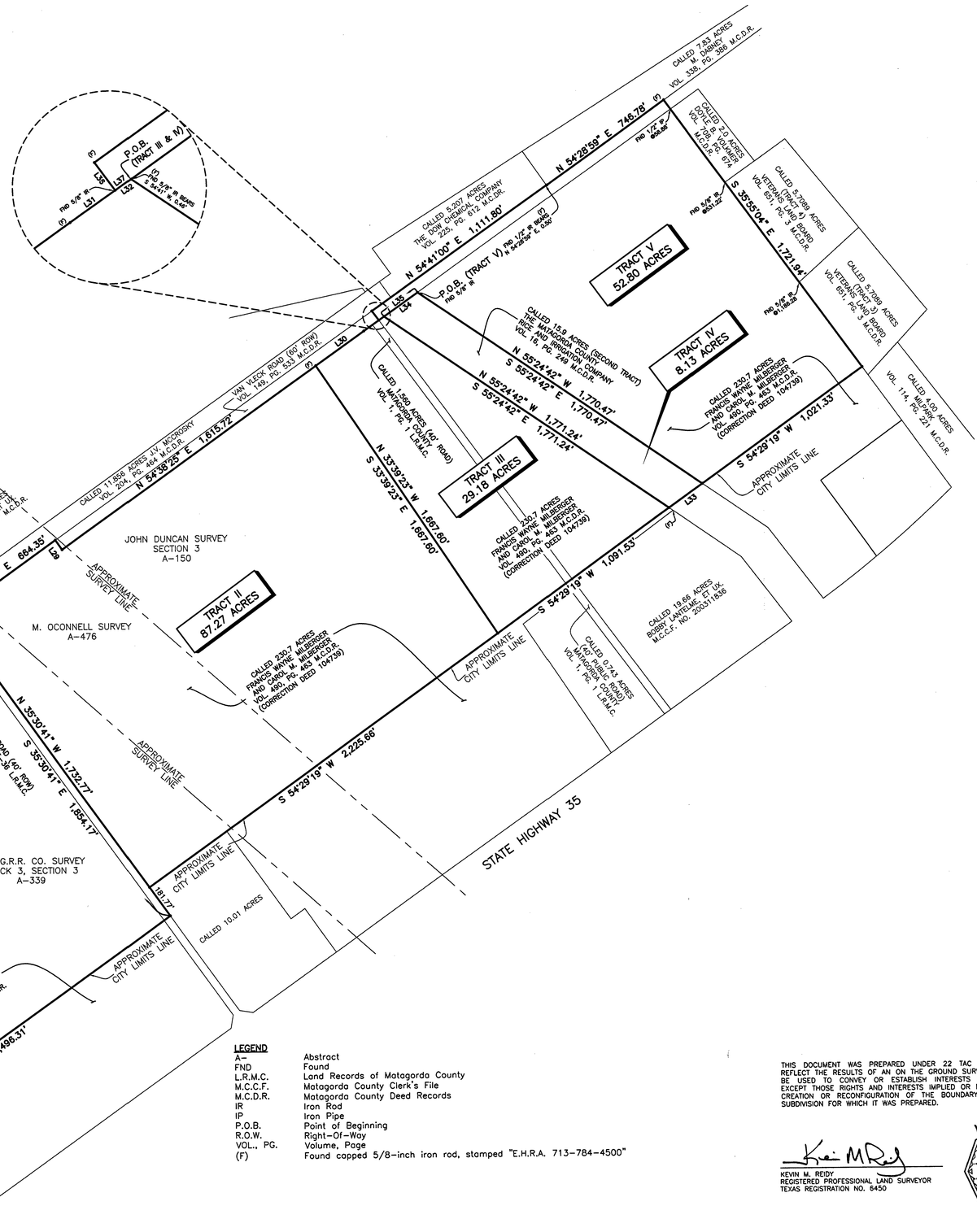

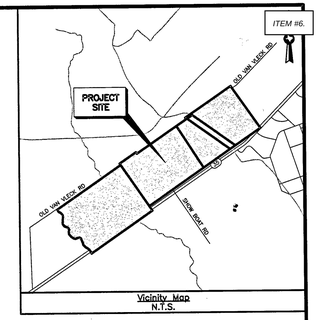

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11-17-21

STATE OF TEXAS
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EHRA

0' 300' 600' 900'

SCALE: 1" = 300'

REV	DESCRIPTION	BY	DATE
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CITY LIMITS OF BAY CITY ANNEXATION MAP 5 TRACTS MATAGORDA COUNTY, TEXAS

DATE: November, 2021	SCALE: 1"= 300'	JOB NO.: 201-007-00
DWG. NAME:Bay_City_Annexation.dwg	DRAWING NO.: NONE	

R:\2020\201-007-00\DRAWING\ESRI\Bay_City_ANNEXATION By:---

PARTIAL ABSTRACT OF TITLE:

OWNERSHIP & LIENS

Certificate No.: BOLD-10046

THE INFORMATION PROVIDED IN THIS CERTIFICATE APPLIES TO THE FOLLOWING TRACT(S):

A portion of that certain proposed parcel, being a 111.10 acre tract of land, situated in the I. & G.R.R. Co. Survey, Block No. 3, Section No. 5, Abstract No. 273 and the I. & G.R.R. Co. Survey, Block No. 3, Section No. 3, Abstract No. 339, both in Matagorda County, Texas, being all of a called 30.06 acre tract of land, conveyed to Francis Wayne Milberger as recorded under File No. 2018-3449 in the Official Public Records of Matagorda County, Texas, being a portion of a called 116.10 acre tract of land conveyed to Arthur J. Milberger and Francis Wayne Milberger as recorded under File No. 202106374 in the Official Public Records of Matagorda County, Texas, and a portion of McCrosky Road (40 feet wide) as recorded under Volume 1, Pages 35 and 36 in the Land Records of Matagorda County, Texas.

CURRENT OWNER(S)	ADDRESS	% INT.
Francis Wayne Milberger, Trustee of the Francis Wayne Milberger Family Trust	1700 Saddlewood Blvd., Kerrville, TX 78028-7170	100%

CURRENT DEED(S):

the most recent record of title found in the public records of the Matagorda County Clerk's office:

A General Warranty Deed from Bruce Edward Porges, Brent Alan Porges, Esther Julienne Porges Unger, Adrienne Lynne Porges Timmerman, Michael Allen Gesas, Sally Gesas Pearlstein, Gloria Gesas, Suzanne Julie Steel, and Craig Lee Corren to Francis Wayne Milberger, Trustee of the Francis Wayne Milberger Family Trust, executed May 14, 2018 and filed for public record on June 12, 2018 under File No. 2018-3449 in the Official Public Records of Matagorda County, Texas.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIEN(S):

None

THE COUNTY TAX IDENTIFICATION NUMBER(S): R20112 and R20954
CURRENT TAXPAYER: Francis Wayne Milberger Family Trust
TAX STATUS: current taxes are due

REMARKS:

This report is based on documentation filed with the Matagorda County Clerk's records through November 29, 2021. It neither grants nor warrants title.

Completed on December 3, 2021 by:	Rebecca K. Asch / Rapid Research, Inc.
	22727 Williamschase Drive
	Katy, TX 77449
	rkasch@rapidresearchinc.com

"Limitation of Liability: Rapid Research, Inc. shall make every concerted effort to provide complete and accurate information to their clients based on information provided by public records and makes no warranty, express, implied or statutory concerning the contents of this report. The liability of Rapid Research, Inc. concerning the information contained herein shall not exceed the cost of the services and any liability contained in this report, whether in contract, tort, or otherwise. No warranty whatsoever, express, implied or statutory, is provided as to the accountability, uniformity, or marketability of the information provided herein for compensation."

PARTIAL ABSTRACT OF TITLE:

OWNERSHIP & LIENS

Certificate No.: BOLD-10045

THE INFORMATION PROVIDED IN THIS CERTIFICATE APPLIES TO THE FOLLOWING TRACT(S):

A portion of that certain proposed parcel, being a 87.27 acre tract of land, situated in the I. & G.R.R. Co. Survey, Block No. 3, Section No. 3, Abstract No. 339; the M. O'Connell Survey, Abstract No. 476, and the John Duncan Survey, Section 3, Abstract No. 150, all in Matagorda County, Texas, being out of a called 230.7 acre tract of land, conveyed to Francis Wayne Milberger and Carol M. Milberger as recorded under Volume 490, Page 463 in the Official Public Records of Matagorda County, Texas.

CURRENT OWNER(S)	ADDRESS	% INT.
SMBG Bay City, LLC	4565 Lake Shore Dr., Waco, TX 76710	100%

CURRENT DEED(S):

the most recent record of title found in the public records of the Matagorda County Clerk's office:

A Special Warranty Deed from Arthur J. Milberger, acting as Trustee of the Arthur J. Milberger Family Trust; Bryan M. Milberger, acting as Trustee of the Bryan M. Milberger Family Trust, and Francis W. Milberger, acting as Trustee of the Francis W. Milberger Family Trust to SMBG Bay City, LLC, executed to be effective as of March 7, 2016 and filed for public record on March 7, 2016 under File No. 2016-1169 in the Official Public Records of Matagorda County, Texas.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIEN(S):

None

THE COUNTY TAX IDENTIFICATION NUMBER(S): R121791 and R121795
CURRENT TAXPAYER: SMBG Bay City LLC
TAX STATUS: current taxes are due

REMARKS:

This report is based on documentation filed with the Matagorda County Clerk's records through November 29, 2021. It neither grants nor warrants title.

Completed on December 3, 2021 by:	Rebecca K. Asch / Rapid Research, Inc.
	22727 Williamschase Drive
	Katy, TX 77449
	rkasch@rapidresearchinc.com

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PARTIAL ABSTRACT OF TITLE:

OWNERSHIP & LIENS

Certificate No.: BOLD-10048

THE INFORMATION PROVIDED IN THIS CERTIFICATE APPLIES TO THE FOLLOWING TRACT(S):

That certain proposed parcel, being a 8.13 acre tract of land, situated in the John Duncan Survey, Section 3, Abstract No. 150, Matagorda County, Texas, being out of a called 15.9 acre tract of land conveyed to the Matagorda County Rice and Irrigation Company as recorded under Volume 16, Page 249 in the Official Public Records of Matagorda County, Texas.

CURRENT OWNER(S)	ADDRESS	% INT.
The Matagorda County Rice and Irrigation Company, now known as Lower Colorado River Authority	P.O. Box 220, Austin, TX 78767	100%

CURRENT DEED(S):

the most recent record of title found in the public records of the Matagorda County Clerk's office:

A Deed from M. O'Connell, and E. Nora O'Connell, joined by her husband Dan O'Connell to The Matagorda County Rice and Irrigation Company, executed November 22, 1905 and filed for public record on November 23, 1905 under Volume 16, Page 249 in the Official Public Records of Matagorda County, Texas.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIEN(S):

None

THE COUNTY TAX IDENTIFICATION NUMBER(S): R20118, R20961, R20964
CURRENT TAXPAYER: Duncan Corbett, et al (not yet updated in MCAD)
TAX STATUS: current taxes are due

REMARKS:

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Completed on December 3, 2021 by:	Rebecca K. Asch/ Rapid Research, Inc.
	22727 Williamschase Drive
	Katy, TX 77449
	rkasch@rapidresearchinc.com

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PARTIAL ABSTRACT OF TITLE:

OWNERSHIP & LIENS

Certificate No.: BOLD-10044

THE INFORMATION PROVIDED IN THIS CERTIFICATE APPLIES TO THE FOLLOWING TRACT(S):

(1) That certain proposed parcel, being a 29.18 acre tract of land, situated in the John Duncan Suvey, Abstract No. 3, Matagorda County, Texas, being out of a called 230.7 acre tract of land, conveyed to Francis Wayne Milberger and Carol M. Milberger as recorded under Volume 490, Page 463 in the Official Public Records of Matagorda County, Texas.

(2) That certain proposed parcel, being a 52.80 acre tract of land, situated in the John Duncan Suvey, Abstract No. 3, Matagorda County, Texas, being out of a called 230.7 acre tract of land, conveyed to Francis Wayne Milberger and Carol M. Milberger as recorded under Volume 490, Page 463 in the Official Public Records of Matagorda County, Texas.

(3) A portion of that certain proposed parcel, being a 87.27 acre tract of land, situated in the I. & G.R.R. Co. Survey, Block No. 3, Section No. 3, Abstract No. 339; the M. O'Connell Survey, Abstract No. 476, and the John Duncan Survey, Section 3, Abstract No. 150, all in Matagorda County, Texas, being out of a called 230.7 acre tract of land, conveyed to Francis Wayne Milberger and Carol M. Milberger as recorded under Volume 490, Page 463 in the Official Public Records of Matagorda County, Texas.

CURRENT OWNER(S)	ADDRESS	% INT.
Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Arthur J. Milberger Trust created under the Francis and Lillian Milberger Family Trusts under Trust Agreement dated February 1, 1994	P.O. Box 350, Bay City, TX 77404-0350	1/3
Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Bryan M. Milberger Trust created under the Francis and Lillian Milberger Family Trusts under Trust Agreement dated February 1, 1994	P.O. Box 350, Bay City, TX 77404-0350	1/3
Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Francis Wayne Milberger Trust created under the Francis and Lillian Milberger Family Trusts under Trust Agreement dated February 1, 1994	P.O. Box 350, Bay City, TX 77404-0350	1/3

CURRENT DEED(S):

the most recent record of title found in the public records of the Matagorda County Clerk's office:

A Warranty Deed from Francis Wayne Milberger and wife, Carol M. Milberger to Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Arthur J. Milberger Trust created under the Francis and Lillian Milberger Family Trusts under Trust Agreement dated February 1, 1994, executed December 12, 2007 and filed for public record on December 28, 2007 under File No. 2007-780165 in the Official Public Records of Matagorda County, Texas.

A Warranty Deed from Francis Wayne Milberger and wife, Carol M. Milberger to Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Bryan M. Milberger Trust created under the Francis and Lillian Milberger Family Trusts under Trust Agreement dated February 1, 1994, executed December 12, 2007 and filed for public record on December 28, 2007 under File No. 2007-780166 in the Official Public Records of Matagorda County, Texas.

A Warranty Deed from Francis Wayne Milberger and wife, Carol M. Milberger to Arthur J. Milberger and Bryan M. Milberger, as Co-Trustees of the Francis Wayne Milberger Trust created under the Francis and Lillian Milberger Family Trusts under Trust Agreement dated February 1, 1994, executed August 26, 2010 and filed for public record on September 21, 2010 under File No. 2010-105039 in the Official Public Records of Matagorda County, Texas.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIEN(S):

None

THE COUNTY TAX IDENTIFICATION NUMBER(S): R18110, R118924, R23013, R20968, R118921
CURRENT TAXPAYER: Francis Wayne Milberger Trust, et al
TAX STATUS: current taxes are due

REMARKS:

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Completed on December 3, 2021 by:	Rebecca K. Asch / Rapid Research, Inc.
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	Katy, TX 77449
	rkasch@rapidresearchinc.com

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DAVID PETTIT
Economic Development

January 4, 2022

Shawna Burkhart
City Manager
City of Bay City
1901 Fifth Street
Bay City, TX 77414

RE: Professional Services Proposal

Dear Ms. Burkhart,

David Pettit Economic Development, LLC ("DPED") is pleased to provide this proposal for economic development professional services relating to an amendment to the existing Tax Increment Reinvestment Zone Number One (TIRZ #1) in the City of Bay City, Texas ("City").

The Project
It is our understanding that the City of Bay City, Texas is interested in amending the existing TIRZ #1 for the purpose of facilitating development.

The Assignment
Our work under this proposal would be to provide professional economic development services. DPED's primary role will be to provide professional economic development services relating to amending the TIRZ.

The Team
We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements
Chapter 311 of the Texas Tax Code outlines the various procedures for creating a TIRZ, amending a TIRZ and the authorized use of funds from the TIRZ. An amended TIRZ ordinance is approved by the governing body of the municipality and establishes four key elements, including:

- boundary;
- term;
- TIRZ Board; and
- amended preliminary project and financing plan.

An amended final project plan and financing plan is later approved by the TIRZ Board and then by the governing body of the municipality by separate ordinance.

Per Section 311.007 of the Tax Code the governing body of the municipality that designated a reinvestment zone by ordinance may extend the term of all or a portion of the zone after notice and hearing in the manner provided for the designation of the zone. Additionally, Section 311.011 states the board of directors of the zone at any time may adopt an amendment to the project plan consistent with the requirements and limitations of the chapter and the amendment takes effect on approval by the governing body of the municipality that created the zone.

306 West 7th Street, Suite 1025 | Fort Worth, Texas 76102
817.439.9515 | www.dpedllc.com

Scope of Services
This proposed scope of services is focused on accomplishing three main goals:

- Amendment to the TIRZ #1 Creation Ordinance
- Amendment to the TIRZ #1 Project and Financing Plan Ordinance
- Amendments to TIRZ #1 Participation Agreements
-

Based on our conversations and our experience on previous projects, we propose the following scope of services for the TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

Taxable Value Analysis
DPED will update the Taxable Value Analysis to reflect revised development plans, taking into account current market conditions and demand trends. DPED will develop projections for future land uses, values, and timing of the proposed future developments. A multi-year historic taxable value review of similar developments will be conducted to establish baseline conservative assumptions for the development in the proposed zone. This task will be the basis for developing a spreadsheet model of TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model on a parcel-by-parcel basis with projections based upon the historical taxable value review of the development potential of the proposed TIRZ.

Task 2

Develop TIRZ Cash Flow Model
Based on the anticipated land uses and projections, DPED would develop a cash flow model. This model will allow the City, consultants and others to underwrite the developments and test various scenarios for the financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Model with macros established for growth and development assumptions.

Task 3

Prepare Amended TIRZ Project and Financing Plan Amendment
DPED would then develop an amended Finance Plan, Project Plan, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include an amended TIRZ Project and Financing Plan including legal description of the zone, proposed TIRZ projects, term of the zone, and increment analysis.

Task 4

TIRZ Documentation Support
DPED will provide assistance with drafting necessary documents for amending TIRZ #2, including: 1) public hearing notices; 2) resolutions; 3) ordinances; and 4) participation agreements, if necessary. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

Task 5

Facilitate Review and Consideration of the Proposed Amendment
DPED would facilitate meetings and presentations to the local governmental bodies and their respective boards and commissions. This will include supporting meetings, work sessions, briefings, commission meetings, and hearings. Key products of this task would include attendance and support of City staff at all required meetings in the review and approval process.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for amending the TIRZ including: 1) public hearing notices; 2) resolutions; and 3) ordinances. This can be a time consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration. This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

Fee for Services

Our fee for services relating to the scope of services would be a lump sum fee of $23,500.

Fees would be charged on a monthly basis, subject to on-going progress on the work effort. Reimbursable expenses would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

Classification	Hourly Billing Rate
David Pettit	$325.00
Project Manager	$250.00
Project Specialist	$120.00
Planning Intern	$100.00
Administrative	$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement

It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at DPED actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after

the due date may accrue interest at 10% per annum. In the event we are forced to commence a collection proceeding, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination
If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications
Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed
Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance
DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate and excess/umbrella liability of $1,000,000 per occurrence and $2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of $1,000,000.00/$1,000,000.00/$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of $2,000,000.00 each occurrence and $4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of $1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices
Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Bay City
1901 Fifth Street
Bay City, TX 77414

Attention: Scotty Crow Jones C.P.M., Finance Director
Email: sjones@cityofbaycity.org

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY
I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Bay City, Texas

By: _____ Date: _____
Robert K. Nelson, Mayor

LYNN DEVELOPMENT
1221 Avenue F, Bay City TX 77414
979-245-8900 – www.Lynn-Development.com

January 5, 2022

Shawna Burkhart, City Manager
City of Bay City
City Manager's Office
1901 5th Street
Bay City, Texas 77465

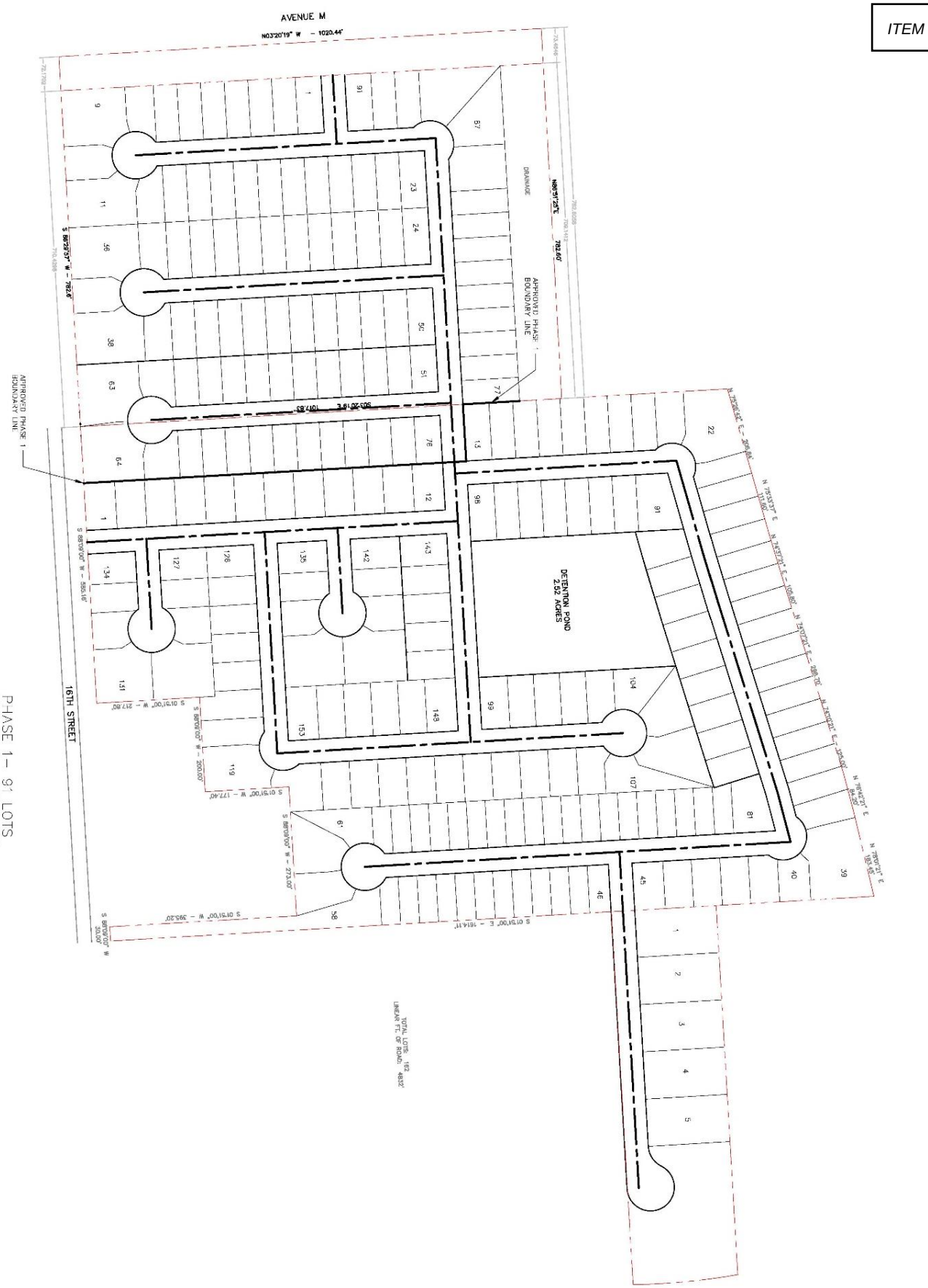
Dear Ms. Burkhart,

SAL Holdings, LLC is requesting the expansion of the TIRZ #1 boundary to include approximately 58 acres in Exhibit A. We would like to be put on the agenda for the next TIRZ #1 Meeting on January 13, 2022.

Please let me know if you need anything else.

Thank you,

D. C. Dunham
Lynn Group
O 361-972-0123
O 979.245.8900
C 979.479.0165
dc.dunham@lynngroup.com



PHASE 1- 91 LOTS
PHASE 2- 153 LOTS
PHASE 3- 5 LOTS

249 TOTAL RESIDENTIAL LOTS

DISCUSS, CONSIDER, AND/OR APPROVE AN AMENDMENT UNDER THE TERMS OF THE APPROVED DEVELOPMENT AGREEMENT FOR PHASE II.

EXECUTIVE SUMMARY

BACKGROUND:

On July 17, 2019, the TIRZ Board recommended approval of a Developer Agreement between City of Bay City and SAL Holding, LLC for the development of Cottonwood Park. Exhibit C provides an estimate of Phase I and Phase II. City Council approved agreement on September 12, 2019. Phase II has an estimated cost of $100,000 when complete. Reimbursements are limited to the amount approved by this agreement.

On December 21, 2021, the TIRZ Board recommended a new project type (landscaping) that was not part of the original estimated project costs.

FINANCIAL IMPLICATIONS: Max Reimbursement remaining is 65,855.94 for Phase II

RECOMMENDATION: TIRZ Board recommends amending Exhibit C of the Project Plan

ATTACHMENTS: Developer Agreement; Exhibit C of Development Agreement (Amended)

Exhibit C - Phase II - Amended

Phase II estimated costs of public green space and park area:

TIRZ Project Plan	Project Description by Developer		
Street & Intersection Improvements	Sidewalks / Entryways	$	20,167.68
Storm Water Facilities and Improvements	Drainage / Culvert work	$	13,976.38
Open Space, Park and Recreation Facilities & Improvements	Green space Landscape Architect*	$	20,000.00
Open Space, Park and Recreation Facilities & Improvements	Sculptures*	$	40,000.00
Open Space, Park and Recreation Facilities & Improvements	Miscellaneous / Contingency*	$	5,855.94
Total estimated phase II costs*		**$**	**100,000.00**

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

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

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

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

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

WHEREAS, the Developer has or will construct certain improvements described on Exhibit "B", to implement the TIRZ Plan, and the Zone will reimburse the Developer all or a portion of Developer's cost for the public works and public improvements in accordance with this Agreement (described in more detail below in Section 3(a) as Project Costs); and

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

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

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

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

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

1. Section: Site

Developer owns the real property (the "Property"), which is within the city limits of Bay City and the boundaries of the Zone. The Property is specifically described in as shown in attached Exhibit "A."

2. Section: Project & Financing

Developer has constructed, or is in the process of constructing, private and public improvements including, but not limited to, the Project described in attached Exhibit "B" (the "Project").

Developer understands and agrees that the cost of the Project, to the extent that the improvements associated with the Project are not public improvements ("Private Improvements") shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further. The TIF payments to be made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

The Developer agrees to deliver to the Zone written notice of the date on which construction of the Project commences. This notice will be delivered within 30 days after the date of commencement. The Developer agrees to complete the construction of the Project within the schedule described on Exhibit "E" attached hereto. The date of completion is the date on which the Project is substantially completed (satisfying City, County and other applicable laws) and all public improvements have been accepted by the applicable governmental entity, and, if required (as, for example, in the case of a roadway) the land has been dedicated for public use or title otherwise transferred to the applicable governmental entity (in accordance with their requirements). Upon completion, the Developer will deliver a written notice to the Zone, signed by Developer and the City of Bay City, stating that the Project has been completed in accordance with these requirements.

The Developer agrees to maintain liability insurance coverage reasonably required by the Zone, until the Project has been completed. The insurance company, the types of insurance and the amounts of coverage will be commercially reasonable in light of the Project. The Developer will provide proof of coverage prior to commencement of construction, in a form reasonably acceptable to the Zone. Current insurance requirements are attached to this Agreement as Exhibit "F."

3. Section: TIF Participation: Partial Reimbursement of Tax Increment

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

(a) Public Improvements: To the Developer to reimburse Developer for the actual expenses related to public improvements (described on Exhibit "C") that are part of the Project (described on Exhibit "B"), to the extent that the expenses are allowable under Chapter 311 of the Texas Tax Code Section 311.002. This

reimbursement will not exceed the projected Project Costs listed on attached Exhibit "C." These allowable costs are called "Project Costs."

(b) Any remaining TIF Funds, after Developer has been fully reimbursed (the "Available Funds"), will be available for commitment to future projects.

Unless explicitly provided differently in an Exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year (commencing in the first year following project completion), provided all current taxes have been paid on the Property and any other prerequisites stated in this Agreement have been satisfied.

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

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance under this Agreement, and under any other outstanding developer agreements within the Zone.

4. Section: Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 31, 2046, or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

5. Section: Term

The Effective Date of this Agreement is the last date approved by all of the Parties. The

term of this Agreement shall begin upon the Effective Date and end upon the earlier of:

(a) the complete performance of all obligations and conditions precedent by Parties to this Agreement;

(b) expiration of thirty years after Effective Date; or

(c) the expiration of the term of the Zone.

6. Section: Exhibits

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

7. Section: Force Majeure

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

8. Section: Indemnity

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

DEFENSE AVAILABLE TO THE ZONE, BOARD, OR CITY UNDER TEXAS OR FEDERAL LAW. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF MS AGREEMENT.

9. Section: Events of Default & Remedies

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

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

10. Section: Venue and GoverningLaw

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

11. Section: Notices

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

If intended for Zone, to: Board Chairman Tax Increment Reinvestment Zone No. 1 to:

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

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

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

If intended for Developer, to:

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

12. Section: No Third Party Rights

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

13. Section: Severability

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

14. Section: Counterparts & Signatures

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

15. Section: Captions

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

16. Section: Successors and Assigns

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

17. Section: Limited Rights and Non-waiver

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

18. Section: Entire Agreement

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Zone, and Developer, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement shall not be amended unless executed in writing by both Parties and approved by the governing bodies in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

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

(signatures follow on next page)

Exhibit "E"

Project Completion Schedule

Phase I

Start February 2017

Complete June 2017

Phase II

Subject to reimbursement of Phase I

To begin on or before September 20, 2019 and to be completed no later than 18 months thereafter.

Exhibit "F"

Insurance Requirements

Insurance standards are on file with the City and are acceptable.

Exhibit "D"

List of Prior Agreements

1. DEVELOPMENT FINANCING AGREEMENT BY AND BETWEEN REINVESTMENT ZONE NUMBER ONE, CITY OF BAY CITY, AND THE CITY OF BAY CITY dated August 22, 2017.

2. DEVELOPMENT FINANCING AGREEMENT BY AND BETWEEN REINVESTMENT ZONE NUMBER ONE, CITY OF BAY CITY, AND BAY CITY COMMUNITY DEVELOPMENT CORPORATION dated _August 22, 2017.

Exhibit "C"

List/Description of Reimbursable Public Improvements

Cottonwood Park Development

Phase I Estimated costs	**$ 100,000.00**
Camille Street Improvements	
Actual costs:	
1) Survey	**$ 1,742.94**
2) Engineering	**$ 7,500.00**
3) Asphalt removal	**$ 6,070.00**
4) 520' of 6" water lines	**$ 37,639.00**
320' of 6" sewer lines	
5) 300' of electrical lines	**$ 10,300.00**
6) 6,000 sqft (300' X 20') concrete street	**$ 28,576.78**
7) Site grading & tree removal	**$ 5,282.50**
Total actual costs	**$ 97,111.22**

Phase II Estimated costs	**$ 100,000.00**
Public Green Space and Park Area	
Pedestrian Bridge over Cottonwood Creek	**$ 25,000.00**
Playground / Water Play Feature	**$ 40,000.00**
Creekside Path	**$ 10,000.00**
Sidewalks	**$ 25,000.00**
	$ 100,000.00

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

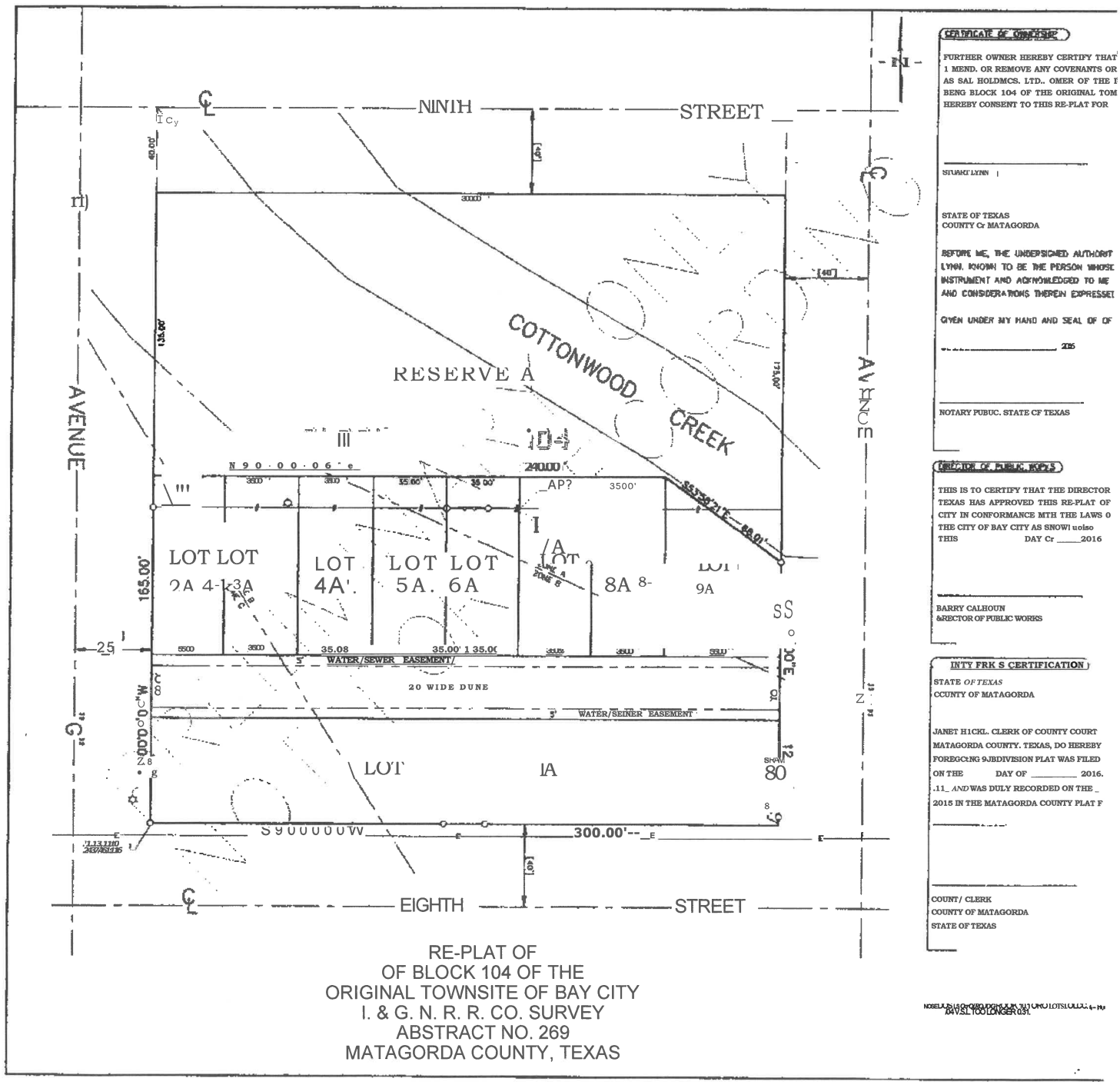
Exhibit "B"

The Project consists of developing Cottonwood Park a residential and mixed-use development in substantial conformity to the standards of form-based Codes along with a family friendly green space, plaza development, creek enhancements, and core infrastructure improvements.

Camille Drive was installed along with 320 linear feet of 6" PVC sanitary sewer line and 520 linear feet of 6" PVC water line.

Exhibit "A"

See attached Plat



RE-PLAT OF
OF BLOCK 104 OF THE
ORIGINAL TOWNSITE OF BAY CITY
I. & G. N. R. R. CO. SURVEY
ABSTRACT NO. 269
MATAGORDA COUNTY, TEXAS

Recommended for approval by Reinvestment Zone Number One, City of Bay City, Texas at its meeting on the 17th day of July, 2019.

SAL Holdings, LLC, a Texas limited partnership.	**REINVESTMENT ZONE NUMBER ONE CITY OF BAY CITY, TEXAS**
Stuart Lynn, Member 7/17/19	**William Bell, Chairman** 7/17/19

PASSED AND APPROVED this 12th **day of** September**, 2019.**

City of Bay City, Texas

Robert K. Nelson, Mayor

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey
City Attorney

Exhibits:

"A"— the Property
"B" — the Project
"C"— List/Description of Reimbursable Public Improvements
"D"— List of Prior Agreements
"E" — Project Completion
Schedule "F" — Insurance Requirements

~DISCUSS, CONSIDER, AND/OR APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY REGARDING THE BAY CITY PUBLIC LIBRARY.

EXECUTIVE SUMMARY

INTERLOCAL AGREEMENT FOR LIBRARY SERVICES

BACKGROUND:

The City assumes the Management & Operation of the Bay City Public Library and the Sargent Library. Both locations benefit the County residents. In return, the County provides funding each year. The agreement is effective January 1, 2022 through December 31, 2022.

FINANCIAL IMPLICATIONS: County contributes $200,000.

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

RECOMMENDATION: Staff recommends City Council approve the Interlocal Agreement

ATTACHMENTS: Interlocal Agreement

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

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

WITNESSETH:

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

WHEREAS, County and City are separate governmental entities; and

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

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

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

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

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

ARTICLE 1. LEGAL AUTHORITY

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

ARTICLE 2. APPLICABLE LAW

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

ARTICLE 3. WHOLE AGREEMENT

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

ARTICLE 4. TERM OF AGREEMENT

This Agreement is effective for the term beginning January 1, 2022, through December 31, 2022. The term may be extended for an additional term or terms upon the Agreement of the parties which agreement shall be in writing signed by the parties on or before the last day of the term or any extensions thereof.

ARTICLE 5. SCOPE OF AGREEMENT

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

ARTICLE 6. PAYMENTS FROM CURRENT REVENUES

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

ARTICLE 7. CONTROL, DIRECTION AND MANAGEMENT

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

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

ARTICLE 8. GENERAL DUTIES OF COUNTY AND CITY

County shall provide funding in the amount of $200,000.00 in 2022, subject to budget approval of the Matagorda County Commissioners Court. County's involvement in the library is

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

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

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

ARTICLE 9. DUTIES OF COUNTY AND CITY FOR SARGENT BRANCH

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

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

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

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

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

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

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

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

ARTICLE 10. CHANGES AND AMENDMENTS

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

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

ARTICLE 11. SEVERABILITY

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

ARTICLE 12. TITLES NOT RESTRICTIVE

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

ARTICLE 13. VENUE

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

ARTICLE 14. NOTICES

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

To Matagorda County:

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

To Bay City:

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST: MATAGORDA COUNTY

_____ _____

STEPHANIE WURTZ
COUNTY CLERK

By: NATE MCDONALD
COUNTY JUDGE

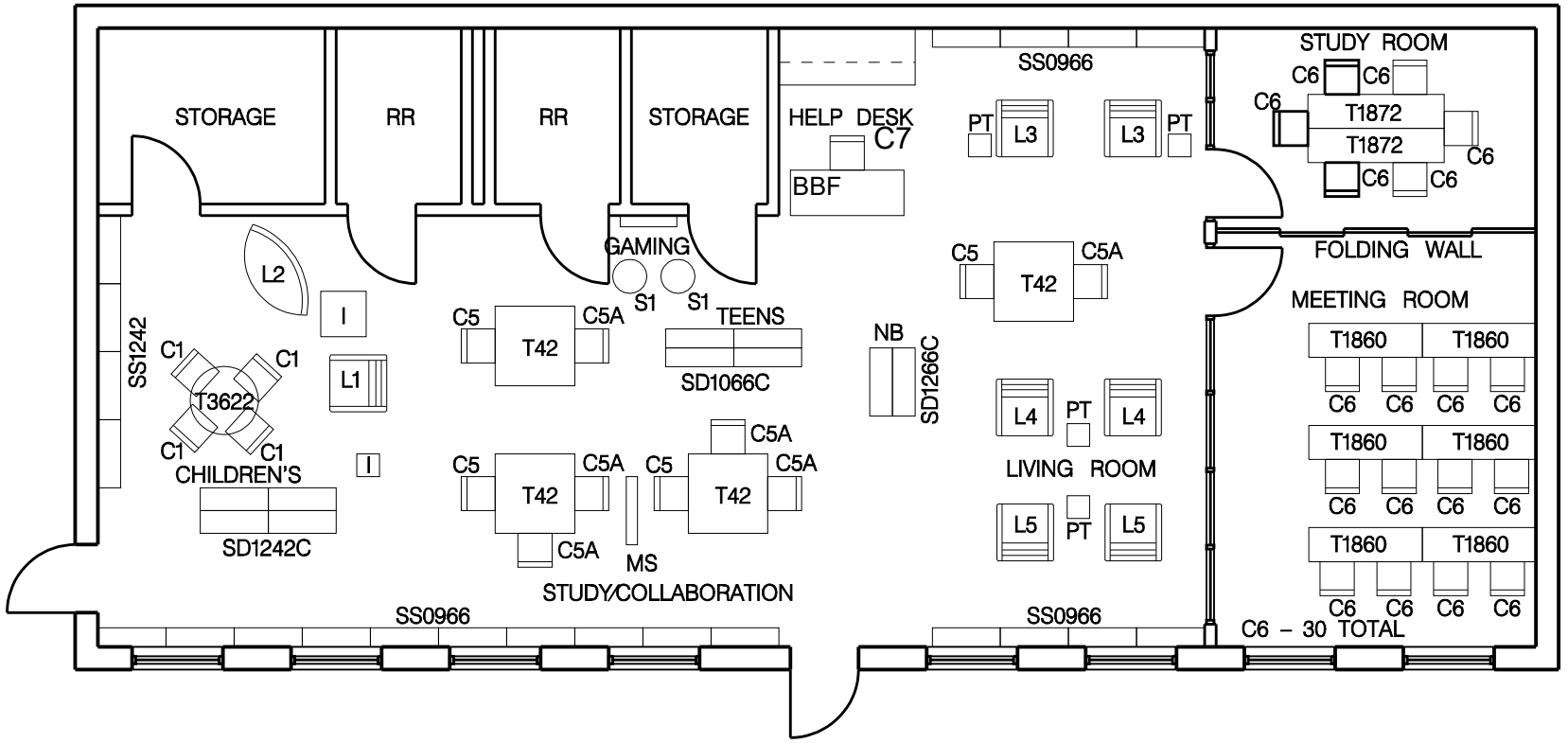
AGREED to and ADOPTED by governing body of the City of Bay City on the _____ day of _____, 20_____.

ATTEST: CITY OF BAY CITY

_____ _____

JEANNA THOMPSON
CITY SECRETARY

By: ROBERT K. NELSON
MAYOR



DENELLE C WRIGHTSON
LIBRARY PLANNING & DESIGN
7920 DEER TRAIL
DALLAS TEXAS 75238
972.898.1277

SARGENT PUBLIC LIBRARY
TOCKER FURNITURE PLAN

1/8" = 1'–0"
05.10.2019

Address: 814 Thornwick Drive
Houston, TX 77079
Phone: 281-630-1888
E-mail: tdodson@CivilPEs.com
TBPE Firm No.: F-18997

CIVIL PEs
Professional • Engineers

Urgent	✈ For review	Please comment	Please reply	Please recycle

TECHNICAL MEMORANDUM

Date:	August 26, 2021		
To:	James Mason, CM		
From:	Thomas D Dodson, PE TD	Proj.No.:	----
Re:	Bay City Regional Airport – Scoping for new public water well	Civil PEs Proj.No.:	21BYY_WellStudy
Cc:	File		

In accordance with the scope of services proposed in the study of a future public water well, below is a discussion of the criteria used and calculations resulting in a program-level project scale and cost estimate for capital improvement programming. This discussion is arranged into topics listed below:

Criteria

This well is intended to be a public water well. The Texas Administrative Code (TAC) outlines requirements for public water wells and their systems under Rule §290.41 and .45. The citations below are listed as 30 TAC §290.

The sizing for the well is also based on 300 Gallons per Day (GPD) per equivalent connection.

The well output and tank sizing criteria are broken into categories based on connections. This system will not have more than 50 equivalent connections. Therefore, the design criterion for the well output is 1.5 gallons per minute (gpm) per connection[1], while the criterion for the pressure tank is 50 gallons per connection[2].

Electronically Sealed
8/26/2021
STATE OF TEXAS
THOMAS D DODSON
83909
LICENSED
PROFESSIONAL ENGINEER

[1] 30 TAC § 290.45 (b)(1)(A)(i)
[2] 30 TAC § 290.45 (b)(1)(A)(ii)

Anticipated Demand

The existing water supply demand is 1,020 GPD. We understand the future well is to be sized based on anticipated need, exceeding the well's capacity. The future needs include a replacement terminal[3] with larger restrooms (with more fixtures), a kitchen, showers for customers, staff, first responders, and janitorial sinks. The future demand on the well also includes a maintenance barn[4] planned to be near the lighting vault. This barn is planned to have a janitorial sink and a large hose bib for filling water tanks on equipment and sprayers.

In addition to the terminal and maintenance barn, demand on the water system is also planned to include a restaurant. The planned size for this restaurant is 70 seats, with a forecasted water demand of 70 GPD per seat.

Anticipated growth in water demand also includes up to two ground lease tenants that include restrooms and flight kitchen support in their facilities. For these tenants, the anticipated water demand rate per tenant is estimated to be 250 gallons per day, inclusive of two bathrooms, a small kitchen, a lavatory, and external hose bibs for a typical hangar.

Lastly, to calculate water demand, the City has expressed interest in initiating bulk water sales. Though no information on current bulk water sales is available to forecast demand at the airport, a daily total of 6,000 gallons was provided. Relatedly, such a system could also be used by the Fire Department to support their trailer tanker. The Fire Department's trailer tanker is 6,000 gallons in size.

These inputs are summarized in Table 1 below, with the total demand in Gallons per Day.

Table 1 - Calculation of Demand for New Well

Fixture / Item	Location	Daily Demand (GPD)
Toilets	Terminal	600
Urinals	Terminal	50
Bathroom Sinks	Terminal	800
Janitorial Sinks	Terminal & Maintenance Barn	20
Kitchen Sinks	Terminal	80
Showers	Terminal	300
Hose Bibs	Terminal	100
High-flow Bibs	Maintenance Barn	300
Tenants (2)	Other	500
Restaurant (70 seats)	Other	4,900
Bulk Water Sales	Other	6,000
		13,650

[3] Capital Improvement Plan – line item for 2030 construction, May 2021 update
[4] Capital Improvement Plan – line item for 2025 construction, May 2021 update

A more detailed calculation of demands, including tabulation of fixtures, is included in Appendix A.

Equivalent Connections

The above shows a total daily water demand of 13,650 gallons. Based on the TCEQ rules[5], the 300 GPD per connection equals forty-six (46) equivalent connections. Within the TAC Rule, a divide of 50 equivalent connections changes the scale of the well capacity and storage requirements. The discussion below is based on the 46 connections.

Well Size

The well output capacity for 46 connections at 1.5 gpm/connection yields a resulting 69 gpm of output flow from the well. We recommend a well output of at least 70 gpm. However, to provide excess capacity for long-term growth at the airport without drilling another well, we recommend installing a 10-inch diameter well. The recommended pump in the bottom of the well is for 70 gpm flow. The capability of a 10-inch well to produce significantly more than 70 gpm is expected but is not known.

Pressure Tanks

The water pulled from the well is required to be contained in a hydro-pneumatic pressure tank to put the water under pressure. Following the pressure tank requirements, the day-one demand to size the pressure tank for 3 connections at 50 gallons/connection yields a minimum tank size of 150 gallons. However, such a small tank is generally not favored in the permitting of the well and system. We recommend a 500-gallon pressure tank. On average, such a tank will "turn over" the stored water in the tank twice a day and should not have issues with the water becoming stale. However, as noted in the flow rates forecast in Table 1 above, the system needs a future required capacity of 46 connections at 50 gallons/connection resulting in an ultimate pressure tank need of 2,300 gallons, which can be achieved by the future procurement of the needed 1,800 additional gallons. There can only be a maximum of three (3) pressure tanks[6] allowed on the well.

The proposed water well and pressure tanks are not capable of providing adequate fire flows or pressures. If the airport terminal or future clients require a fire suppression system, those systems must be designed separately with their storage and service pumps to provide their required flows and pressures. The proposed well can fill those system's tank(s) as needed during non-peak hours.

Non-Domestic (Bulk) Water

Additionally, the City has expressed interest in selling bulk water from a location at the airport. Since the well output is rated at 70gpm, the well needs to run less than 14% of the time to meet

[5] TAC Rule §290.45.(b)(1)(A).
[6] TAC Rule §290.4(d)(9)

the average forecast demand of 13,650 GPD of domestic water. The excess production capability can fill other non-potable needs at the airport. As mentioned above, this excess is available to fill fire suppression tanks for those tenants that may need to provide foam discharge or fire suppression in hangars to meet fire code needs, and similarly for a sprinkler system likely needed in a Terminal building replacement.

Within the site of the well and pressure tanks, additional space can be set aside to include a storage tank for bulk water sales. This is NOT groundwater storage associated with the public domestic (potable) water system. Since the method to discharge water from the bulk storage can be via a pump and metering system (much like a self-serve fueling system), there is no pressure tank need for the bulk water system. The self-serve bulk water purchase equipment (including pump(s) and meter(s)) are programmed into costs for this system.

Also, this bulk water is an available resource for the local fire departments. The City has a 6,000-gallon tanker trailer for use in remote area firefighting. Also, each of the City of Bay City's fire department's apparatuses can draw water to fill its tanks. To accommodate the Fire Department, we recommend including an 8,000-gallon bulk water tank in the proposed improvements. Since the City's fire apparatuses each have suction pumps capable of drawing water from a source, we recommend a fire department connection (much like a fire-thread Siamese connection) on the bulk water tank for the exclusive use of the fire department. This connection is inside the perimeter fence of the tank yard and is not accessible to the general public.

Well Location

It is desirable to place the new well close to the facilities needing it. An existing well is located at the northeast corner of the property, and a new well must be separated from it. Per TCEQ requirements, the well must be at least 150 feet from the following:

- Septic tank perforated drainfield
- Areas irrigated by low dosage, low-angle-spray on-site sewage facilities
- Absorption or evapotranspiration bed
- Improperly constructed water wells
- Underground petroleum and chemical storage tank
- Liquid petroleum or chemical transmission pipeline project

The recommended location of the well is in the same location as the bulk water sales, placing the well southeast of the airport beacon in an area that is not otherwise highly valuable for aeronautical use. The location of the well is shown in Exhibit 1. The well is recommended to be located inside the tank yard, surrounded by pavement with site drainage to protect the wellhead. The tank yard is also inside a perimeter fence surrounding the yard and tying to the airport perimeter fence. The well's location is outside the 150-foot buffer (Sanitary Control Easement (SCE)) of any limiting elements listed above. The extent of the SCE is predominantly located on airport property, with a portion extending into the right-of-way of FM2540 – controlled by the Texas Department of Transportation (TxDOT). Such a location requires an exemption on the SCE for the TxDOT right-of-way.

Summary of Ultimate Condition Well Components

While 2300 gallons of pressure storage is not needed starting day one, we recommend setting the yard size for future needs. Research on pressure tank sizing shows that a 500-gallon tank needs a footprint of 3 feet by 10 feet, and a 2000-gallon tank needs 5 feet by 16 feet[7]. Also, an 8,000-gallon metal storage tank requires up to a 12-foot diameter. Using a rule of providing 3 feet of clearance around these tanks and a single well control and chemical storage building of 8 by almost 17 feet, the site plan has included these tanks into a secure tank yard measuring almost 26 feet by over 30 feet.

Backup Power

Per the requirements for emergency preparedness[8], a backup power supply or hardening of the power supply is needed. Since hardening the supply is not likely and out of control of the City, backup power for the well is the recommended solution. Fortunately, such capacity likely exists in the capability of the 1250kW generator. Though no disconnect was constructed for the well, the vault power needs were half (~75 Amps[9]) of the power demand set up for the vault (150 Amps) in the diagram below.

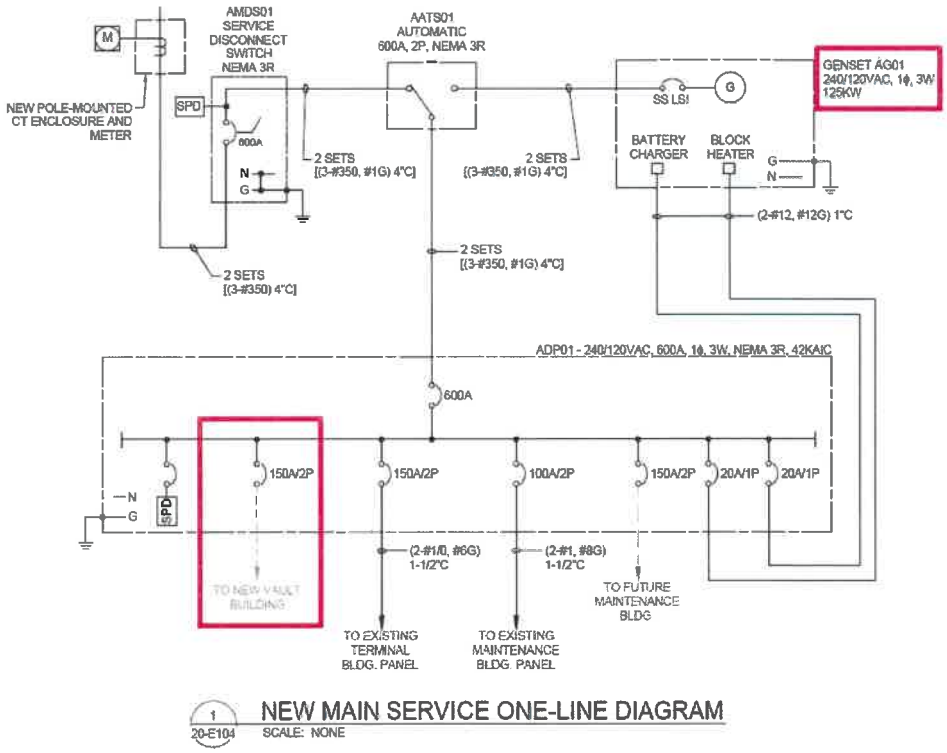


Figure 1 - One-line Diagram from Generator Project

[7] Hanson Tank Website – Hanson Hydro Pneumatic Tanks Drawing WK-864-B, 8/10/21
[8] TAC Rule §290.39 (c)(4)
[9] Project 1813BAYCY – Plans Sheet E-302

Security

Two gates are recommended to access the tank yard, one as a pedestrian gate adjacent to the control room access door of the storage and control vault. Another double gate is recommended into the tank yard to provide access for tank maintenance, wellhead access, etc. We recommend a concrete building to enclose controls and chemical storage. A precast building meeting the size needed can be manufactured by either EASI-Set Buildings, AES Precast (the airfield lighting vault building), or other manufacturers. The building must have an internal wall separating the controls from the chemical storage and have separate external doors. The site plan sets the building where chemical storage could have access from outside the perimeter fence of the tank yard, while the controls could have access from inside the fence for additional security.

Implementation

The following requirements must be incorporated into the well construction contract:

During construction:

- Water used in any drilling operation is to meet a safe water quality standard. Water used to mix drilling fluids shall contain a chlorine residual of at least 0.5 milligrams per liter (mg/L).
- The slush pit shall be constructed and maintained to minimize contamination of the drilling mud. There is an alternate in the cost estimate for removing the drilling mud from the site.
- The contractor must provide at least a 150-foot separation from the well location to any temporary toilet(s) – "Port-o-Lets."
- The casing material used in public well construction shall be new carbon steel, high-strength low-alloy steel, stainless steel, or plastic that conforms to AWWA standards. The casing is to extend a minimum of 18 inches above the elevation of the natural ground surface and a minimum of one inch above the sealing block or pump motor foundation block when provided. The casing is to extend at least to the depth of the shallowest water formation to be developed and deeper, if necessary, to eliminate all undesirable water-bearing strata.
- Well construction materials can contain no more than 0.25% lead.
- A concrete sealing block extending at least three feet from the well casing in all directions, with a minimum thickness of six inches and sloped to drain away at not less than 0.25 inches per foot is to be provided around the wellhead. The tank yard pavement meets this requirement so long as the wellhead is inside the tank yard.

The final operational well requires:

- A flow-measuring device the well to measure production yield and provide for the accumulation of water production data. These devices shall be located to facilitate daily reading. This is accomplished with the well control and reporting system.

If it becomes the intention to be a water wholesaler, TAC Rule §290.45(e) requirements apply.

Program Level Estimates of Capital Project

An estimate of the probable project cost of the day-one public well system totals to $1,132,200. This includes:

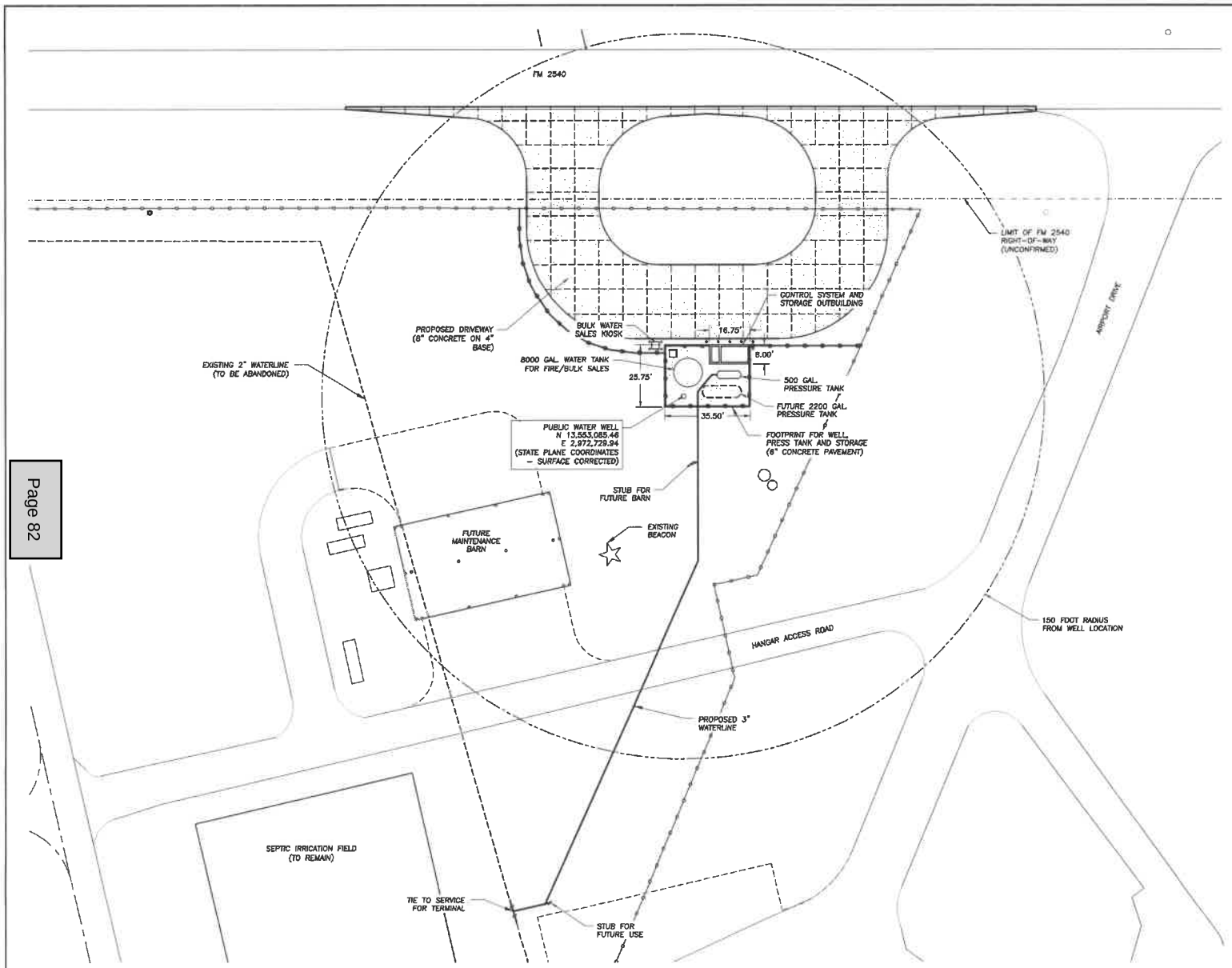
Description	Cost
Base Construction	$ 793,200
Construction Contingency	$79,400
Professional Services	$259,600
Total	$1,132,200

The detailed cost estimate is included in Appendix B.

The Base construction cost includes a well depth of 660 feet. Due to the preliminary design status, a contingency of 20% is in the base construction cost. Using a unit price contract, only the depth needed to get to the needed bearing water layer(s) is paid to the contractor.

A construction contingency of 10% is included as a construction budget line item for unforeseen issues during construction. This amount is not to be included in the construction contract.

With the exception of environmental services in anticipation of a Phase 1 assessment for federal agency review, professional services are estimated as a percentage of construction. Design services include efforts associated with obtaining plan approvals and TCEQ regulatory approvals in advance of bidding and construction. Construction phase services include construction phase and closeout services and 8 weeks (two months) of full-time project representation on the project. Prior to beginning design, professional service agreements will be formed and executed, setting the actual price.



GENERAL NOTES

1. DRIVEWAY FILLETS ARE MODIFIED TxDOT STANDARD PER ROADWAY DESIGN MANUAL 2020--1; POSTED ONLINE ON 5/3/21. TAPERS ARE ADDED FOR TRAILER OFF-TRACKING.
2. PROPOSED PUBLIC WELL SANITARY CONTROL EASEMENT IS PARTIALLY WITHIN PROPERTY OWNED BY THE CITY OF BAY CITY, DEED RECORD XXXXXXX--XX, DATED XXXXX; PORTION IS WITHIN RIGHT-OF-WAY OF FM2540.
3.

NOTES

1. .

ISSUED 8/26/21

REVISIONS

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF THOMAS D DODSON, PE ON 8/26/2021. IT IS NOT TO BE USED FOR BIDDING, PERMITTING, OR CONSTRUCTION.

CIVIL PEs
Professional Engineers
TEXAS FIRM F-16997

BAY CITY REGIONAL AIRPORT

21BYY_WELLSTUDY:

PUBLIC WATER WELL STUDY

PROJ MGR	TDD
DRAWN BY	TDD
CHECKED BY	--
PROJ NO	-
CIVIL PEs PROJ NO	21BYY_WELLSTUDY

TITLE

SITE PLAN

SHEET

EX. 1

2021-08-26
siteplan.dwg

Appendix A - Detailed Calculation of Water Demand

Bay City Regional Airport
Calculation of Demand for New Well
Existing Condition

	Terminal	Maint Barn	Others	Counts	Gals per Use	Gals per Day
Toilets	4			20	5	400
Urinals	1			20	2	40
Bathroom Sinks	3			50	1	150
Janitorial Sinks	2		0	2	5	20
Kitchen Sinks	1			10	1	10
Showers	1			1	10	10
Hose Bibs	4			1	25	100
High-flow Bibs			1	2	60	120
Escalation						170
					Total Use	**1020**

Appendix A - Detailed Calculation of Water Demand

Bay City Regional Airport
Calculation of Demand for New Well
Future Demand

	Terminal	Maint Barn	Others	Uses per Day	Gals per Use	Gals per Day
Toilets	6			50	2	600
Urinals	3			30	0.5	50
Bathroom Sinks	5			80	2	800
Janitorial Sinks	1	1		2	5	20
Kitchen Sinks	2			20	2	80
Showers	3			10	10	300
Hose Bibs	4			1	25	100
High-flow Bibs		1		2	150	300
Tenants			2	1	250	500
Restaurant (70 seats)			1	70	70	4,900
Bulk Water Sales		1		2	3,000	6,000
Fire Flows			1		10,000	
				Total Daily Demand		**13,650**

Appendix B - Detailed Estimate of Probable Construction Costs

Bay City Regional Airport
Public Water Well with Anticipated Fire Support

Description	Unit	Quantity	Unit Cost	Extension
Base Items				
Mobilization	LS	1	$ 37,800	$ 37,800
Well Construction				
Pilot Hole	VF	660	$ 100	$ 66,000
Electric Log	VF	660	$ 15	$ 9,900
Ream Well	VF	660	$ 45	$ 29,700
18" Casing	VF	275	$ 60	$ 16,500
10" Blank Liner	VF	220	$ 45	$ 9,900
10" SS Screen	VF	165	$ 150	$ 24,800
Well Gravel	VF	385	$ 75	$ 28,900
Well Cementing	VF	275	$ 35	$ 9,700
70 GPM Well Pump and Motor	LS	1	$ 30,000	$ 30,000
Water Samples and Testing	LS	1	$ 3,500	$ 3,500
Chlorine Disinfection System	LS	1	$ 3,000	$ 3,000
Well Control/Reporting System	LS	1	$ 5,000	$ 5,000
Yard Piping	LS	1	$ 4,500	$ 4,500
500 Gal Pressure Tank	LS	1	$ 5,000	$ 5,000
Storage and Control Vault	SF	135	$ 650	$ 87,800
Site Electrical	LS	1	$ 15,000	$ 15,000
Tank Yard (6" Concrete)	SY	90	$ 105	$ 9,500
Parking Area (8" PCC on 4" Base)	SY	1110	$ 132	$ 146,600
Fence Removal	LF	230	$ 5	$ 1,200
Fencing (8' Chain Link)	LF	250	$ 30	$ 7,500
4' Swing Gate	Ea	2	$ 2,500	$ 5,000
12' Sliding Gate	Ea	1	$ 10,000	$ 10,000
8000 Gal Bulk Water Tank	LS	1	$ 28,000	$ 28,000
Fire Department Connection	LS	1	$ 7,500	$ 7,500
Self-Serve Kiosk	LS	1	$ 18,000	$ 18,000
Self-Serve Dispensing Pump	LS	1	$ 3,500	$ 3,500
Bollards for kiosk	Ea	10	$ 1,500	$ 15,000
1" Waterline	LF	10	$ 40	$ 400
3" Waterline	LF	250	$ 75	$ 18,800
1" Isolation Valve	Ea	1	$ 300	$ 300
3" Isolation Valve	Ea	3	$ 500	$ 1,500
Cut repair across Hangar Rd	SY	10	$ 250	$ 2,500
Haul-off of Drilling Mud	LS	1	$ 5,000	$ 5,000
Design Contingency	LS	1	$ 125,900	$ 125,900
Total for Well with Bulk Water Supply				**$ 793,200**
Construction Contingency	LS	1	$ 79,400	**$ 79,400**

Appendix B - Detailed Estimate of Probable Construction Costs

Bay City Regional Airport
Public Water Well with Anticipated Fire Support

Professional Services				
Design Fees	LS	1	$ 89,400	$ 89,400
Environmental Services for HHS NEPA	LS	1	$ 80,000	$ 80,000
Construction Services	LS	1	$ 90,200	$ 90,200
	Total Professional Services			**$ 259,600**

Combined Totals	
Construction	$ 793,200
Construction Contingency	$ 79,400
Professional Services	$ 259,600
Grand Total	$ 1,132,200

APPENDIX C

BAY CITY AIRPORT
PRELIMINARY ENGINEERING REPORT
PROPOSED PUBLIC WATER FACILITY

1. Purpose

The Bay City Airport is looking to construct a public water supply facility to service the existing and future needs. The airport currently receives water from an onsite water well constructed in 1986. This water well does not have a dedicated sanitary control easement per the Texas Commission on Environmental Quality (TCEQ) requirements and will not be used for the future potable water supply.

2. Site Location

The proposed water well will be located on the existing airport property. The site has yet to be determined but it will meet all the site requirements as per Title 30 of the Texas Administrative Code (TAC) §290.41.

3. Sanitary Control Easement

The sanitary control easement is required by Title 30 of the Texas Administrative Code (TAC) §290.41(c)(1)(F). The Bay City Airport will acquire an appropriate easement and/or request an exception to a sanitary sewer control easement.

4. Project Design Criteria

The criteria used for determining the water usage is per the existing and future requirements of the Bay City Airport.

The existing water supply demand is 1,020 gallons per day (gpd). Using 300 gpd per connection this equates to three (3) equivalent connections.

The future water supply demand is 13,650 gpd. Using 300 gpd per connection this equates to forty-six (46) equivalent connections.

The proposed water well and water plant are not capable of providing adequate fire flows or pressures. If future clients of the airport require a fire suppression system, they will be designed separately with their own storage tanks and service pumps to provide the required flows and pressures. The proposed well will fill these tanks as needed during non-peak hours.

5. Proposed Water Community Water System Requirements

Well Requirements (For Communities with less than 50 connections)

Total Number of Existing Connections = 3

Total Number of Future Connections = 46

Design Criteria = 1.5 gpm/connection (30 TAC § 290.45 (b)(1)(A)(i))

Existing Required Well Capacity = 3 connections x 1.5 gpm/connection = 6 gpm

Future Required Well Capacity = 46 connections x 1.5 gpm/connection = 69 gpm

Recommend a well of at least 70 gpm capacity.

Pressure Tank Requirements (For Communities with less than 50 connections)

Total Number of Existing Connections = 3

Total Number of Future Connections = 46

Design Criteria = 50 gallons/connection (30 TAC § 290.45 (b)(1)(A)(ii))

Existing Required Pressure Tank Capacity = 3 connections x 50 gallons/connection = 150 gallons

Future Required Pressure Tank Capacity = 46 connections x 50 gallons/connection = 2,300 gallons

Recommend an interim pressure tank of 500-gallons for the existing airport facility. Recommend future pressure tank(s) to be added to the water plant site as needed to serve future needs. The anticipated additional pressure tank capacity is 1,800-gallons and the TCEQ only allows a maximum of three (3) pressure tanks (30 TAC § 290.4(d)(9)).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

(https://www.tceq.texas.gov)

Transient Noncommunity Water Systems: Compliance Resources

Find out if your public water system is regulated as a transient noncommunity system, how to establish a new system or get help for an existing one, and what your requirements are for public notifications, operations, sampling, monitoring, and reporting.

Am I a transient noncommunity public water system?

How do I get a new or existing public water system approved?

Your public water system must have a Texas-licensed professional engineer (P.E.) prepare and submit plans and specifications for your system. This includes information about your water source, distribution system, and any equipment that is part of your system.

Find more information in the following pages and resources:

- **NEW Public Water System Activation and Inactivation (/downloads/assistance/water/pdws/rg-550.pdf)** (RG-550) – guidance on how to update an approved system's status to active or inactive.
- **Establishing a New Public Water System (/assistance/water/pdws/transient-noncommunity-systems-tnc/drinkingwater/newsystems.html)** – requirements that new water systems must meet before construction may begin.
- **Submit PWS Plans for Review (/assistance/water/pdws/transient-noncommunity-systems-tnc/drinkingwater/planrev.html)** – how to submit PWS plans to TCEQ for review.
- **Forms and Checklists for PWS Plans (/drinkingwater/udpubs.html)** – documents with guidelines for wells, pressure tanks, and distribution systems to assist you and your engineer.
- **Requesting an Exception to Rules and Regulations for PWS (/drinkingwater/trot/exception)** – information on requesting exceptions if you cannot obtain all the necessary information.
- **Evaluating Regionalization (/goto/rg-551)** (RG-551) – guidance on requesting service and connecting to a neighboring system or combining existing systems into one regional water system.
- **Requirements for Water Haulers (/assets/public/permitting/watersupply/pdw/Water-Hauler-Guidance.pdf)** – if you distribute drinking water for human consumption by tank truck or trailer and serve 25 people or more at least 60 days out of the year, you must obtain approval for your system and meet the requirements of 30 TAC § 290.44(i).

How do I prepare for an investigation?

What are my operational requirements?

Do I need an emergency preparedness pla

Do I need a nitrification action plan (NAP)?

Do I need a monitoring plan? How do I develop one?

Do I have bacteriological sampling and reporting requirements?

Do I have chemical sampling and monitoring requirements?

Do I need to monitor the disinfectant residual in my water system?

What are my public notice requirements?

What rules and regulations may apply to my PWS?

Where can I find more information and assistance?

Am I a "Public Water System"?

If you supply water to other people, even if it's bottled, you might be a public water system (PWS). Find out if you are a PWS and, if so, what requirements you must meet.

Definition of a Public Water System

If you provide water to the public, you may be a public water system (PWS). State and federal regulations define PWSs [30 TAC §290.38(71), Fed Ref]

A PWS provides potable water for the public's use. A system must be a certain size to be considered public:

- it must have at least 15 service connections

OR

- serve at least 25 individuals for at least 60 days out of the year.

This includes folks that live in houses served by a system, but can also include people that don't live there. For instance, people served could include employees, customers, or students.

There are three basic types of public water systems.

Community water system (C)

– A public water system which has a potential to serve at least 15 residential service connections on a year-round basis or serves at least 25 residents on a year-round basis [30 TAC §290.38(15)]. Most municipalities meet this definition, so do some boarding schools and prisons.

Nontransient noncommunity water system (NTNC)

– A public water system that is not a community water system and regularly serves at least 25 of the same persons at least six months out of the year [30 TAC §290.38(58)]. Many factories, schools, camps, recreational vehicle parks with long-term residents, and other businesses are NTNCs. Businesses that purchase and redistribute potable water may fall under the regulations for PWSs if the utility that provides them with water does not have sanitary control over their facilities [30 TAC 290.102(a)].

Transient noncommunity water system (TNC)

– A public water system that is not a community water system and serves at least 25 persons at least 60 days out of the year, yet by its characteristics, does not meet the definition of a nontransient noncommunity water system.[30 TAC §290.38(84)] Parks, recreation parks, convenience stores, and other businesses often are TNCs.

Public water systems are assigned seven-digit PWS IDs. All of the Public Drinking Water Section correspondence and documentation references this PWS ID. The first three digits in the PWS ID represent the Texas county that the facility is located in. Texas' 254 counties are numbered alphabetically [illegible]rson (001) to Zavala (254). You can find documents about a PWS by using its PWS ID.

Related content

- **Rules and Guidance for Public Water Systems (https://www.tceq.texas.gov/drinkingwater/pdw_rulesGuide.html)**
- **Operating a Public Water System (https://www.tceq.texas.gov/drinkingwater/operating-public-water-system)**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

(https://www.tceq.texas.gov)

Transient Noncommunity Water Systems: Compliance Resources

Find out if your public water system is regulated as a transient noncommunity system, how to establish a new system or get help for an existing one, and what your requirements are for public notifications, operations, sampling, monitoring, and reporting.

Am I a transient noncommunity public water system?

A transient noncommunity (TNC) public water system (PWS) meets **all** of these criteria:

- Provides water for human consumption.
- Has at least 15 service connections or serves 25 people or more at least 60 days out of the year.
- Does not meet the definition of a **community or nontransient noncommunity water system. (/drinkingwater/pws.html)**

Human consumption includes, but is not limited to, drinking, cooking, brushing teeth, bathing, washing hands, washing dishes, and preparing foods.

Parks, recreational vehicle (RV) parks, convenience stores, restaurants, and other businesses are often TNC public water systems.

How do I get a new or existing public water system approved?

How do I prepare for an investigation?

What are my operational requirements?

Do I need an emergency preparedness plan?

Do I need a nitrification action plan (NAP)?

Do I need a monitoring plan? How do I develop one?

Do I have bacteriological sampling and reporting requirements?

Do I have chemical sampling and monitoring requirements?

Do I need to monitor the disinfectant resid[Page 94]ny water system?

RESOLUTION _____

RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2022 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY TEJAS COVE SENIOR HOUSING LIMITED PARTNERSHIP, FOR THE REHABILITATION OF TEJAS COVE APARTMENTS.

WHEREAS, Tejas Cove Senior Housing Limited Partnership ("Applicant") has requested funding support from the City of Bay City to rehabilitate an existing 61 unit affordable senior rental housing community named Tejas Cove Apartments located at 1900 Palm Village, Bay City, Matagorda County, Texas (the "Development"); and

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 2022 Competitive 9% Housing Tax Credits ("HTC") for the rehabilitation of Tejas Cove; and

WHERAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application;

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of $250.00 of funding assistance to the Development to improve the overall success of its application;

WHEREAS, the Applicant has requested a commitment of required funding assistance for $250.00 for its application in the form of a reduced fees for the benefit of the Development from the City of Bay City for its application to TDHCA for the rehabilitation of Tejas Cove; and

WHERAS, 100% of the members of the City Council of the City are elected officials;

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

1. RESOLVED, that the City of Bay City, acting through its governing body, hereby confirms that it supports, approves the tax credit application for the proposed rehabilitation of Tejas Cove by Tejas Cove Senior Housing Limited Partnership located at 1900 Palm Village and that this formal action has been taken to put on record the opinion expressed by the City of Bay City in Matagorda County on January 11, 2022, and

2. RESOLVED, that the City of Bay City, will commit a funding amount to the Development of waiving or reducing the Building Permit Fee in a minimum amount of $250.00 should the project be selected for funding; and
3. Notwithstanding anything herein to the contrary, the funding commitment by the City of Bay City, shall be contingent on the Applicant's receipt of commitment of HTCs for the Development from TDHCA; and
4. FURTHER RESOLVED, that the City of Bay City, Matagorda County, Texas hereby supports the proposed Tejas Cove Apartments, and confirms that its governing body has voted specifically to approve the construction and/or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4), and
5. FURTHER RESOLVED that for and on behalf of the Governing Body, Robert Nelson, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.
6. City of Bay City is not a related party to the Applicant, and any funding assistance committed by the City to the development of Tejas Cove pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

Passed and approved by City Council this 11th day of January, 2022.

_____
Robert K. Nelson, Mayor

ATTEST:

_____
Jeanna Thompson, City Secretary

APPROVED TO FORM:

_____
Ann Marie Odefey, City Attorney

~DISCUSS, CONSIDER, AND/OR APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY REGARDING THE BAY CITY SERVICE CENTER.

EXECUTIVE SUMMARY

INTERLOCAL AGREEMENT FOR 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 contract/agreement was updated in 2020 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)

The is a two-year agreement effective for the term beginning January 1, 2022 through December 31, 2023.

FINANCIAL IMPLICATIONS: County contributes $3,591 per year for repairs and maintenance.

RECOMMENDATION: Staff recommends City Council approve the contract.

ATTACHMENTS: Contract between City and County

Contract with City of Bay City - Service Center
FY 2022 and FY 2023

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, 2022, through December 31, 2023. 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 _____2022.

ATTEST:

_____
STEPHANIE WURTZ,
County Clerk

COUNTY OF MATAGORDA

By:_____
NATE MCDONALD
County Judge

ATTEST:

_____
JEANNA THOMPSON
City Secretary

CITY OF BAY CITY

By:_____
ROBERT K. NELSON
Mayor of Bay City