



BAY CITY

MINUTES • DECEMBER 7, 2017

Council Chambers

Regular Meeting

3:30 PM

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

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILMAN JASON CHILDERS

Texas State Flag Pledge:

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

Attendee Name	Title	Status	Arrived
Becca Sitz	Councilwoman	Present	
Jason Childers	Councilman	Present	
Mark A. Bricker	Mayor	Present	
Chrystal Folse	Councilwoman	Present	
William Cornman	Mayor Pro-Tem	Present	
Julie Estlinbaum	Councilwoman	Present	

3. CERTIFICATION OF QUORUM

Mayor Bricker certified a quorum was present.

4. APPROVAL OF AGENDA

The agenda was approved as written by motion. The motion was made by Councilwoman Chrystal Folse and seconded by Councilman Jason Childers.

5. 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.

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

None

6. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless requested by a member of the City Council. Public comment on consent agenda items may be heard without removing the item from the consent agenda. Each person providing public comment will be limited to 3 minutes.

The Consent Agenda items were all approved by motion. The motion was made by Councilman Bill Cornman and seconded by Councilman Jason Childers.

1. Resolution

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS APPROVING A PARK MASTER PLAN.

Mayor Mark A. Bricker

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

RESOLUTION

Enacted and approved this 7th day of December, 2017, at Bay City

2. Budget

~ DISCUSS, CONSIDER, AND/OR APPROVE THE PROPOSAL TO STREAMLINE THE PAYMENT PROCESS FOR COUNCIL MEMBER COMPENSATION AT A FIXED RATE OF THREE-HUNDRED DOLLARS (\$300.00) PER MONTH BEGINNING JANUARY 1, 2018.

Mayor Pro Tem Bill Cornman

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

Enacted and approved this 7th day of December, 2017, at Bay City

3. Resolution

~ DISCUSS, CONSIDER, AND/OR APPROVE THE RATIFICATION OF THE INTERLOCAL AGREEMENT WITH MATAGORDA COUNTY, TEXAS FOR THE INSTALLATION OF A COMMUNICATION DEVICE ON THE CITY'S COMMUNICATION TOWER LOCATED ON STARLING DRIVE, BAY CITY, TEXAS

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

RESOLUTION

Enacted and approved this 7th day of December, 2017, at Bay City

4. Presentation

~ DISCUSS, CONSIDER, AND/OR APPROVE THE NEWLY REVISED BY-LAWS OF THE BAY CITY MAIN STREET PROGRAM.

Main Street Director, Pattie Odom

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

Enacted and approved this 7th day of December, 2017, at Bay City

5. Presentation

~ DISCUSS, CONSIDER AND/OR APPROVE THE NEWLY REVISED BY-LAWS OF THE BAY CITY HISTORIC COMMISSION.

Historic Commission Director, Karen Stephens

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

Enacted and approved this 7th day of December, 2017, at Bay City

7. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL:

1. Presentation

~ DISCUSS, CONSIDER AND/OR TAKE ACTION REGARDING THE CURRENT AGREEMENT WITH YOUNG LIFE, A NON-PROFIT, ADOLESCENT RELATIONAL MENTORING ORGANIZATION.

Mayor Mark A. Bricker

Brittney Cartwright represented the Young Life program. She answered questions regarding the program.

They serve about 30-40 children. It was decided that the City would continue to pay the organization five-hundred dollars (\$500.00) per month as was stated in the original agreement.

Council asked that an update letter from the director be submitted to Council.

2. Resolution

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION ACCEPTING AN AMENDED AND RESTATED WASTEWATER AND WATER EASEMENT AGREEMENT FROM MARGUERITE MEADOW, LLC.

Marla Jasek, Asst. Director of Public Works

Marla Jasek, Assistant Public Works Director reviewed the easement with Council members.

Redefines the easement agreement.

The motion was made by Councilman Jason Childers and seconded by Councilman Bill Cornman.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

RESOLUTION

Enacted and approved this 7th day of December, 2017, at Bay City

3. Presentation

~ DISCUSS AN UPDATE RELATIVE TO WHERE THE CITY STANDS IN THE PROCESS FOR SECURING FEMA REIMBURSEMENT FOR HURRICANE HARVEY EXPENSES.

Finance Director, Scotty Jones

Scotty Jones reviewed the status of the City's claims with FEMA.

4. Presentation

~ DISCUSS AUTHORIZING THE BOARD OF DIRECTORS OF THE REINVESTMENT ZONES OF THE CITY OF BAY CITY BOARD TO EXERCISE THE CITY'S POWERS WITH RESPECT TO THE ADMINISTRATION, MANAGEMENT, AND OPERATION OF THE ZONES AND THE IMPLEMENTATION OF THE PROJECT PLANS FOR THE ZONES.

DC Dunham

DC Dunham and Bill Bell addressed Council in regard to the TIRZ boards. City attorney, Shannon Kackly and Charles Zech spoke as well. A final draft will be created.

5. Presentation

~ DISCUSS AND REVIEW VISION BAY CITY 2040 PLAN STATUS AND BAY CITY WORKS.

Councilman, Jason Childers

This item will be reviewed on Dec. 12th at the Ron Cox Workshop, 4PM. Specific for this item.

6. Presentation

~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON A PERFORMANCE UPDATE ON THE CITY'S LEGAL COUNSEL.

Councilman, Jason Childers

Councilman Jason Childers requested the City get RFQ to compare legal fees... local, etc. Councilwoman Becca Sitz agreed. Finance Director, Scotty Jones will get RFQ's.

8. EXECUTIVE SESSION

1. Personnel

~ PURSUANT TO SEC. 551.074 OF THE TEXAS GOVERNMENT CODE (PERSONNEL MATTERS) CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO DELIBERATE ON THE APPOINTMENT, EMPLOYMENT, EVALUATION, AND DUTIES OF THE CITY ATTORNEY.

Mayor Mark A. Bricker

Council members and Mayor Bricker met in Executive session.

9. OPEN SESSION

Open Session

1. Personnel

~ CITY COUNCIL SHALL RECONVENE IN OPEN SESSION AND MAY DISCUSS, CONSIDER, AND/OR TAKE ACTION ON ANY ITEM LISTED ABOVE THAT WAS CONSIDERED AND DISCUSSED IN EXECUTIVE SESSION (IF NECESSARY).

Mayor Mark A. Bricker
No Action

10.ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilman Bill Cornman - Hurricane critique. Waiting for the document.

Councilwoman Becca Sitz - Light it Up - First Monday in May. May 7th. Parks and Rec. Good decorations. Good job.

Councilman Bill Cornman - Texas Theater Meeting on Thursday, December 14, 2017. 6:30PM.

Mayor Bricker - CVB/Chamber/City

11.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 Agenda City Council August 8, 2013 in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Executive Sessions Authorized:

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

conducted by all participants in reliance on this opinion.

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Thursday, November 30, 2017 before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

David Holubec
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

RESOLUTION (ID # 2918)

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2918

**~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BAY CITY,
MATAGORDA COUNTY, TEXAS APPROVING A PARK
MASTER PLAN.**

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

RESOLUTION NO. 2017-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS, APPROVING A PARK MASTER PLAN**

WHEREAS, Halff Associates, Inc. has been contracted to work with the elected and appointed officials, staff, citizens and interested groups to develop a Master Parks Plan for the Bay City Parks and Recreation Department; and

WHEREAS, public meetings, citizen surveys, workshops and other public strategies were used to gather information to be used to develop the Plan; and

WHEREAS, a Master Parks Plan is useful to a community to help guide future development, construction, and park priorities; and

WHEREAS, the Bay City Parks and Recreation Advisory Board was instrumental in the scope and development of the Plan.

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

The Bay City Parks & Recreation Master Plan 2017 (Exhibit “A”) is accepted and approved.

PASSED AND APPROVED this 7th day of December 2017 by a vote of the City Council of the City of Bay City, Texas.

Mark Bricker, Mayor

Attest:

APPROVED AS TO FORM:

David Holubec, City Secretary

Shannon Kackley, City Attorney

Attachment: RESOLUTION - Parks Master Plan (2018 : Park Master Plan)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2916

AGENDA ITEM (ID # 2916)

**~ DISCUSS, CONSIDER, AND/OR APPROVE THE PROPOSAL
TO STREAMLINE THE PAYMENT PROCESS FOR COUNCIL
MEMBER COMPENSATION AT A FIXED RATE OF THREE-
HUNDRED DOLLARS (\$300.00) PER MONTH BEGINNING
JANUARY 1, 2018.**

"This has received agreement in principle at a previous workshop, but never formally approved. Approval will bring about no change in the approved budget, as the \$300 per month equates to the average Council member pay over the last 3 years. Council member pay has not changed for at least the last 6 years, and probably well beyond. Objective here is just to simplify things for the benefit of our staff in administering the pay process."

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 12/07/17 03:30 PM
Department: Finance
Category: Agreement
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2924

ADOPTED

RESOLUTION (ID # 2924)

**~ DISCUSS, CONSIDER, AND/OR APPROVE THE
RATIFICATION OF THE INTERLOCAL AGREEMENT WITH
MATAGORDA COUNTY, TEXAS FOR THE INSTALLATION OF
A COMMUNICATION DEVICE ON THE CITY'S
COMMUNICATION TOWER LOCATED ON STARLING DRIVE,
BAY CITY, TEXAS**

BACKGROUND: The County approached the City in need to install a communication device on the City's tower located at 4511 Starling Drive to be able to communicate with the County's tower located in Palacios.

This installation was time sensitive due to a County Grant. The County was required to have the communication device installed by November 30, 2017 or forfeit grant. The City staff (IT) worked with the County to install this by the desired timeline.

FINANCIAL IMPLICATIONS: None (electrical needs would be hard to determine and would be very minimal). The County agreed to pay any load analysis that may be needed.

IMPACT ON COMMUNITY SUSTAINABILITY: This communication device can bring benefit to both City and County.

RECOMMENDATION: Staff recommends approving the ratification of the Interlocal Agreement.

ATTACHMENTS: Interlocal Agreement for Installation of Communication Devices

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

STATE OF TEXAS

§
§
§

COUNTY OF MATAGORDA

**INTERLOCAL AGREEMENT
FOR THE
INSTALLATION OF COMMUNICATION DEVICES**

THIS INTERLOCAL AGREEMENT FOR THE INSTALLATION OF COMMUNICATION DEVICES ("Agreement") is made and entered into by and between MATAGORDA COUNTY, TEXAS (the "County"), acting through its Commissioners Court and CITY OF BAY CITY, TEXAS (the "City"), a Municipality acting through its City Council ", for the use of certain premises and/or facilities according to the following terms and conditions. County and City may be referred to singularly as "Party" and jointly as the "Parties." The terms City and County includes their respective elected officials, officers, directors, agents, employees, and contractors.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City is the owner of the Starling Communications Tower (the "Tower") located in 4511 Starling Drive, Bay City, Texas (the "Property"); and

WHEREAS, the County desires to utilize the Tower for the purpose of attaching and installing thereto, operating and maintaining antennas and other related equipment for wireless communications (collectively referred to herein as "Communication Devices"); and

WHEREAS, both the County and the City will benefit from the use of the Communication Devices since the implementation and operation of such devices will support communications between the Parties and among other agencies in and around the City and County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

A. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

B. Equipment. The Communication Devices are listed and described on **Exhibit A**. The County may update, maintain, repair, or replace the Communication Devices from time-to-time in accordance with this Agreement. However, the County may not replace the Communication Devices with equipment that is greater in number or size without the prior written approval of the City. Such approval shall not be unreasonably withheld, conditioned, or delayed.

C. Attachment. The City does hereby agree to allow the County to attach the Communication Devices to the Tower. The County is responsible for installation and maintenance of the Communication Devices. All installation, including the method of attachment and maintenance, shall be performed at the sole cost of the County. The location of the Communication Devices on the Tower shall not interfere with any other device, operation, or project related to the Tower. The County may not change the location of the Communication Devices on the Tower without the prior approval of the City. Such approval shall not be unreasonably withheld, conditioned, or delayed. The County's use of the Tower under this Agreement is non-exclusive. The City reserves the right locate additional communication equipment on the Tower, the placement of which will not interfere with the County's operation and maintenance of the Communication Devices.

D. Access. The County may enter unto the Property for the installation, operation, and maintenance of the Communication Devices. The County agrees to provide the City reasonable notice prior to installing, maintaining, and operating the Communication Devices in order for City personnel to be present, if necessary. If maintenance work is required on the Tower or any other devices attached to the Tower, the City agrees to provide the County reasonable notice prior to such maintenance work. If, however, in the City's sole discretion, repair or maintenance on the Tower or other devices attached to the Tower, the City shall take reasonable efforts to notify the County, but may access the Tower without first notifying the County and take such action as is required, including removing any and all Communication Devices. In no event shall the City be liable for any expenses associated with its access to the Tower and removal of the Communication Devices. The City and County agree to work with each other to minimize the costs associated with installing, operating, and maintaining the Communication Devices and operating and maintaining the Tower and other devices attached to the Tower.

D. Ownership of Communication Devices. The City hereby acknowledges and agrees that the Communication Devices shall, at all times, remain the property of the County and that the City shall not ever have any lien of any kind against the Communication Devices.

E. Cost of Utilities. The City shall be fully responsible for the costs of utilities that are necessary for the successful operation of the Communication Devices. Such utility costs do not include the installation of Communication Devices to the Tower site, including load analysis.

F. Damages to Tower. The County shall immediately notify the City of any and all damages resulting from, arising out of, or caused to the Tower, the Property, and any other communication device, including structural damage, electrical damage, damage to fencing, irrigation systems and landscaping by the County's installation, maintenance, operation, repair, or replacement of the Communication Devices. The County shall be solely responsible for the costs and repair (replacement if necessary) of all such damages and such repairs or replacements shall be completed in a timely manner acceptable by the City.

II. Term of Agreement; Termination and Consideration

A. Term of Agreement. The term of this Agreement shall commence on the date of the last Party's execution hereof and shall continue thereafter for a period of one (1) year. Following the initial first year term, this Agreement shall automatically renew each year for successive terms of one (1) year, unless otherwise terminated as set forth herein.

B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon sixty (60) business day's prior written notice to the other Party. No penalty will be assessed for either party's termination of this Agreement for convenience.

C. Electrical, Radio, and Intermodulation Interference. Prior to the installation of the Communication Devices on the Tower, the County shall conduct band width testing of its Communication Devices and City equipment to check band width conflict between the City's system and the Communication Devices. If such conflict occurs, the County shall take all steps necessary to resolve the conflict to the reasonable satisfaction of the City. If the conflict cannot be remedied to the reasonable satisfaction of the City, the City may terminate this Agreement upon thirty (30) days prior written notice to the County.

The County shall not cause electrical, radio, or intermodulation interference to the City or to any licensee or person who is uses the Tower. Should such interference occur, the County agrees to promptly take all steps necessary to correct such interference within ten (10) days' notice of the problem.

D. Removal of Communication Devices. The County shall have the right at any time during the Term or within ninety (90) days after the termination ("Removal Period") of this Agreement to dismantle and remove the Communication Devices on the Tower or on the Property of the City adjacent and contiguous to the Property, regardless of the manner in which such property and improvements may be affixed thereto; provided, however, County shall restore the Tower and the Property to substantially their original condition as of the Commencement Date insofar as it is reasonably practicable to do so, reasonable wear and tear and casualty excepted, or, if mutually agreed upon. Notwithstanding anything to the contrary in the foregoing, after termination, County agrees to reimburse City for any reasonable and actual costs incurred for repairing any damage to the Tower or Property caused by the County.

E. Insurance. The City provides no insurance on the County's Communication Devices. The County agrees to obtain the following insurance:

~~Property, Bodily Injury, and/or Death. \$3,000,000.00 per occurrence for bodily injury and for damage to property.~~

~~The County agrees to furnish the City with Certificates of Insurance reflecting the insurance specified above. The Certificates of Insurance shall include the City as an additional insured as its interest may appear on liability insurance.~~

Attachment: InterlocalCounty_Communication Device (2924 : INTERLOCAL AGREEMENT- COUNTY)

III. General and Miscellaneous

A. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the City and the County regarding any other subject of matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the parties.

B. Force Majeure. If the Party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said Party, the other Party shall grant such party relief from the performance of this Agreement. The burden of the proof for the need of such relief shall rest upon the Party obligated to perform. To obtain release based on force majeure, the Party obligated to perform shall file a written request with the other Party.

C. Notice. All notices pertaining to this Agreement shall be deemed delivered when mailed to the address hereafter specified by registered, certified or regular mail, return receipt requested, or by a nationally recognized courier service that provides proof of delivery. All notices shall be deemed delivered on the third day following the date when mailed by regular mail to the addresses specified below as hereinafter indicated. Either party may from time to time designate a different address by written notice to the other party. The initial addresses to be utilized hereunder are as follows, to-wit:

CITY: Mark Bricker, Mayor
City of Bay City
1901 5th Street
Bay City, Texas 77414
Tele: (979) 245-2137
Fax: (979) 323-1626
Email: mayor@cityofbaycity.org

COUNTY: Nate McDonald, County Judge
Matagorda County
1700 7th Street, Room 301
Bay City, Texas 77414
Tele: (979) 244-7605
Fax: (979) 245-3697
Email: cojudge@co.matagorda.tx.us

With copy to: M. Shannon Kackley
Attorney & Counselor at Law
Denton Navarro Rocha Bernal & Zech, P.C.
2500 W. William Cannon, Suite 609
Austin, Texas 78745
Tele: (512) 279-6431

Fax: (512) 279-6438
 Email: shannonkackley@rampage-aus.com

And to: Denise M. Fortenberry
 Matagorda County Attorney
 1700 Seventh Street Room 305
 Tele: (979) 244-7645
 Fax: (979) 244-7647
 Email: attorney@co.matagorda.tx.us

D. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both parties.

E. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third Party. Neither the City nor the County waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both the City and the County, and authorized by their respective governing bodies.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

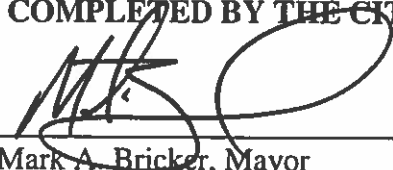
H. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

I. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the latest date written below, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

J. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. **THE PARTIES UNDERSTAND, AGREE, AND DECLARE THAT NO PROMISE, WARRANTY, STATEMENT, OR REPRESENTATION OF ANY KIND WHATSOEVER WHICH IS NOT EXPRESSLY STATED IN THIS AGREEMENT HAS BEEN MADE BY ANY PARTY, OR ITS RESPECTIVE OFFICERS, EMPLOYEES, OR OTHER AGENTS.**

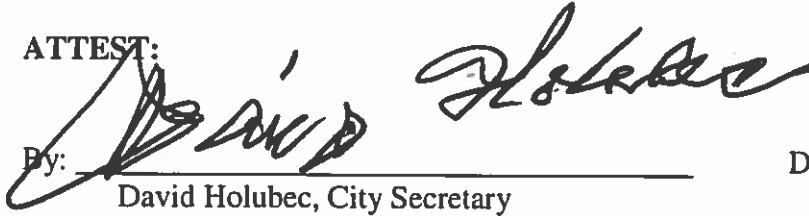
IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE CITY OF BAY CITY, TEXAS:

By: 
Mark A. Bricker, Mayor

Date: 11/20/2017

ATTEST:

By: 
David Holubec, City Secretary

Date: 11/28/17

TO BE COMPLETED BY THE MATAGORDA COUNTY, TEXAS:

By: 
Hon. Nate McDonald, County Judge

Date: 11-27-17

ATTEST:

By: 
Janet Hickl, County Clerk *Towpend Deputy*

Date: 11-27-17

APPROVED AS TO FORM:

CITY OF BAY CITY



By: _____
M. Shannon Kackley, Assistant City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

Date: _____

COUNTY OF MATAGORDA

By: Denise M. Fortenberry
Denise M. Fortenberry
County Attorney

Date: 11/27/17

Attachment: InterlocalCounty_Communication Device (2924 : INTERLOCAL AGREEMENT- COUNTY)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2919

AGENDA ITEM (ID # 2919)

**~ DISCUSS, CONSIDER, AND/OR APPROVE THE NEWLY
REVISED BY-LAWS OF THE BAY CITY MAIN STREET
PROGRAM.**

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

Bay City Main Street Advisory Board By-Laws

ARTICLE I. NAME

Section 1.1 The Board shall mean the Main Street Project Advisory Board of the City of Bay City, Texas.

ARTICLE II. PURPOSE

Section 2.1 The Board shall be under the supervision of the Mayor and the City Council of Bay City, Texas.

Section 2.2 The purpose of the Board is to positively influence and impact the economic health and the preservation of important resources in the City. The Board shall provide technical expertise, education, resources and support to protect and preserve the City's historic resources. Furthermore, the Board shall guide designated programs to effectively preserve and revitalize the City's historic downtown and commercial neighborhood districts in accordance with organization, design, economic vitality, and promotion.

ARTICLE III. MEMBERSHIP

Section 3.1 The Board shall consist of twelve (12) voting Members (Voting Members) and four (4) non-voting, ex-officio Members (Ex-officio Members).

Section 3.2 The four (4) Ex-officio Members are the Mayor, the City Council Main Street Liaison, the Executive Director of the Bay City Chamber of Commerce and Agriculture, and the Main Street Manager.

Section 3.3 The Mayor shall appoint Voting Members with the approval of City Council. The term of an appointment shall be three (3) years.

Section 3.4 Attendance:

- All Voting and Ex-officio Members are required to attend all scheduled meetings. A Voting Member with three (3) unexcused absences within a twelve (12) month period automatically resigns from that Voting Member's position on the date of the third unexcused absence.
- Any Voting Member wishing to resign shall submit a written resignation to the Chairperson of the Board.

Section 3.5 A vacancy that occurs during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in

accordance with the City Charter. If possible, the Voting Member shall continue to serve until the vacancy is filled.

Section 3.6 Voting and Ex-officio Members shall serve without compensation. The Board and its Voting and Ex-officio members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council. Voting and Ex-officio Members may be reimbursed for expenses authorized and approved by the Board and City Council.

Section 3.7 Voting and Ex-officio Members shall comply with City Ordinances, Rules, and Policies applicable to the Board and the Voting and Ex-officio Members, including but not limited to *Ethics Ordinance*.

Section 3.8 Removal of Voting Members:

- Voting Members are subject to removal at the discretion of City Council.

ARTICLE IV. BOARD OFFICERS

Section 4.1 The Board Officers are Chairperson, Vice-Chairperson, and Secretary. The Chairperson is recommended by the Mayor and approved by City Council. Should the Mayor not recommend a Chairperson or City Council fail to approve a Chairperson recommended by the Mayor, a majority of City Council plus one Councilmember may approve a Chairperson without the recommendation of the Mayor. The Vice-Chairperson and Secretary are elected by a majority vote of the Voting Members at the first meeting after the annual appointment process.

Section 4.2 Board Officers serve for a term of one year. In the event of vacancy in the office of Chairperson, the Vice-Chairperson shall serve as Chairperson until the Mayor appoints a replacement, with the approval of City Council. A vacancy in the other offices shall be filled by majority vote of the Voting Members at the next meeting, or as soon as reasonably practical for the unexpired Officer term. Board Officers may be re-appointed or re-elected, as the case may be.

Section 4.3 Duties.

- a. The Chairperson presides at Board Meetings. The Chairperson shall generally manage the business of the Board. The Chairperson shall perform the duties delegated to the Chairperson by the Board.
- b. Vice-Chairperson shall perform the duties delegated to the Vice-Chairperson by the Board. The Vice-Chairperson presides at Board

meetings in the Chairperson's absence. The Vice-Chairperson shall perform the duties of the Chairperson in the Chairperson's absence.

- c. The Secretary shall perform the duties delegated to the Secretary by the Board.

ARTICLE V. SUBCOMMITTEES

- Section 5.1 The Board may form such subcommittees as it deems appropriate from time to time to carry out the duties and powers of the Board.
- Section 5.2 The Board shall establish the term of subcommittee membership, and may provide for the frequency of meetings, requirements for attendance and frequency and type of required reports of the subcommittees' activities. Except as otherwise provided in a resolution, the Chairperson, in cooperation with the subcommittee chairperson, shall appoint the members thereof from any Voting or Ex-officio Member or City resident who has expressed a particular interest in serving on said subcommittee. Any Member of a subcommittee, including the subcommittee chairperson, may be removed from the subcommittee by a majority of the Board whenever in its judgement the best interests of the Board shall be served by such removal.
- Section 5.3 No subcommittee, or member of a subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Board. Subcommittee member expenses may be reimbursed if authorized and approved by the Board and City Council.

ARTICLE VI. MEETINGS

- Section 6.1 The Board shall meet at least monthly at dates and times set by the board. Special meetings may be called at any time by the Mayor, Chairperson, or at the written request of any two (2) Voting Commission Members.
- Section 6.2 Items may be placed on the agenda by the Chairperson, the Mayor or designee, or at the request of a Voting or Ex-officio Member. The person requesting an agenda item shall be responsible for preparing an agenda item cover sheet and for the initial presentation at the meeting. Agenda items shall be submitted to the Staff Liaison no later than seventy-two (72) hours before the Board meeting at which the agenda item will be considered. Agenda packets for regular meetings shall be provided to Voting and Ex-officio Members in advance of the scheduled meeting. Agenda packets shall contain the posted agenda, agenda item cover sheets, and written minutes from the prior meeting.

- Section 6.3 All meetings of the Board shall be held in conformance with the Texas Open Meetings Act. Written or recorded minutes of each meeting of the Board shall be prepared by the Board and provided to the City Secretary within 10 days of each meeting.
- Section 6.4 A quorum of the Board consists of seven (7) Voting Members. A quorum is required for the Board to convene a meeting and to conduct business at a meeting.
- Section 6.5 Board meetings shall be called to order by the Chairperson, or if absent, by the Vice-Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the meeting shall be called to order by the Secretary, and a temporary Chairperson shall be elected to preside over the meeting.
- Section 6.6 Board meetings shall be conducted in accordance with these By-Laws and City Council meeting rules and Procedures.
- Section 6.7 Each Voting Member shall have one (1) vote. Each Voting Member shall vote on all agenda items, except on matters involving a conflict of interest, in violation of the City's Ethics Ordinance, or other applicable laws, rules, or policies. In such instances, the Voting Member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The Voting Member may remain at the dais or leave the dais, at the Voting Member's option, while the matter is being considered and voted on by the other Voting Members. Unless otherwise provided by law or these By-Laws, if a quorum is present, an agenda item must be approved by a majority of the Voting Members present at the meeting.
- Section 6.8 The Board may conduct closed meetings as allowed by the Texas Open Meetings Act. A recording or certified agenda shall be made of all closed meetings, except closed meetings held under Section 551.071 of the Texas Government Code (Consultation with Attorney).
- Section 6.9 The Board's fiscal year shall be October 1 – September 30.
- Section 6.10 An annual Board meeting shall be held in February to elect officers, recognize retiring members, perform administrative functions of the Board, and develop a written plan of action for the upcoming year.

ARTICLE VII. REPORTS TO CITY COUNCIL

- Section 7.1 The Board shall prepare and submit by September 30th of each year a written annual report to be presented to the Mayor and City Council at

the first regular City Council Meeting available. The report shall summarize the work completed during the previous year.

Section 7.2 The Board shall meet with City Council, as requested, to determine how the Board may best serve and assist the Mayor and City Council.

ARTICLE VIII. BY-LAW AMENDMENTS

Section 8.1 These By-Laws may be amended by the Board by a vote of approval of at least seven (7) Voting Members. No amendment is effective until approved by the City Council.

PASSED AND ADOPTED by the Main Street Project Board this 11 Day of October 2017.

MAIN STREET PROJECT ADVISORY BOARD

BY: _____
Chairperson

ATTEST:

BY: _____
Secretary

APPROVED by City Council of Bay City this ____ day of December 2017.

CITY OF BAY CITY

Mark A. Bricker, Mayor

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

M. Shannon Kackley, Asst. City Attorney



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2920

AGENDA ITEM (ID # 2920)

**~ DISCUSS, CONSIDER AND/OR APPROVE THE NEWLY
REVISED BY-LAWS OF THE BAY CITY HISTORIC
COMMISSION.**

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum

Bay City Historic Commission By-Laws

ARTICLE I. NAME

Section 1.1 The Commission shall mean the members of the Historic Commission of the City of Bay City, Texas.

ARTICLE II. DUTIES AND POWERS

Section 2.1 The Commission shall be under the supervision of the Mayor and the City Council of Bay City, Texas.

Section 2.2 The duties and powers of the Commission are:

- Authorized and directed to make a continuous study of all buildings, structures, parks, area, sites, districts, and items of natural or artificial phenomena located within the city and which are known to, or brought to the attention of, the Commission for designation as possible landmarks under the provisions of Division 3 of Chapter 78 of the Bay City Code of Ordinances, as amended.
- Under the auspices of City Council, shall administer Division 3 of Chapter 78 of the Code of Ordinances, as amended, and the permitting thereof contained in this Division and other applicable ordinances.
- The Commission chairperson or designee shall serve as historic preservation officer, coordinating the Commission and City's preservation activities with the county, state, and federal agencies as appropriate and advising the Commission on relevant issues.
- The Commission shall increase public awareness of the value of historic, cultural, and architectural preservation by encouraging and participating in public education programs.
- The Commission shall approve or disapprove applications for a Certificate of Appropriateness.
- The Commission shall recommend specific design guidelines to ensure compatibility with the Historic Districts and designated landmark buildings and residences.

ARTICLE III. MEMBERSHIP

Section 3.1 The Commission shall consist of seven (7) voting Members (Voting Members) and three (3) non-voting, ex-officio Members (Ex-officio Members).

Section 3.2 The seven (7) Voting Members shall be composed of:

- Two (2) owners of landmark structures within the City limits.
- One (1) person having at least ten (10) years' experience in the business of buying, selling, or dealing in real estate.
- One (1) person having a least ten (10) years' experience as a general contractor in construction, architect, planner, or designer.
- Three (3) persons who, by training, experience, or activity, have demonstrated an interest in preserving the landmarks of Bay City.

Section 3.3 The three (3) Ex-officio Members are the Chief Building Inspector of Bay City, one City Council member, and the Main Street Director.

Section 3.4 The Mayor shall appoint Voting Members with the approval of the City Council. The term of an appointment shall be for three (3) years.

Section 3.5 Attendance:

- All Voting and Ex-officio Members are required to attend all scheduled meetings. Furthermore, all Voting and Ex-officio Members are required to notify the Commission's Secretary, or designee, if unable to attend any meeting. If the Commission Secretary is notified prior to a meeting, the absence shall be an excused absence. If the Commission Secretary is not contacted prior to a meeting, the absence shall be an unexcused absence. A Voting Member with three (3) unexcused absences within a twelve (12) month period automatically resigns from that Voting Member's position on the date of the third unexcused absence.
- Any Voting Member wishing to resign shall submit a written resignation to the Chairperson of the Commission.

Section 3.6 A vacancy that occurs during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance with the City Charter. If possible, the Voting Member shall continue to serve until the vacancy is filled.

Section 3.7 Voting and Ex-officio Members shall serve without compensation. The Commission and its Voting and Ex-officio members have no authority

to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council. Voting and Ex-officio Members may be reimbursed for expenses authorized and approved by the Commission and City Council.

- Section 3.8 Voting and Ex-officio Members shall comply with City Ordinances, Rules, and Policies applicable to the Commission and the Voting and Ex-officio Members, including but not limited to *Ethics Ordinance*.
- Section 3.9 Removal of Voting Members:
- Voting Members are subject to removal at the discretion of City Council.

ARTICLE IV. COMMISSION OFFICERS

- Section 4.1 The Commission Officers are Chairperson, Vice-Chairperson, and Secretary. The Chairperson is recommended by the Mayor and approved by City Council. Should the Mayor not recommend a Chairperson or City Council fail to approve a Chairperson recommended by the Mayor, a majority of City Council plus one Councilmember may approve a Chairperson without the recommendation of the Mayor. The Vice-Chairperson and Secretary are elected by a majority vote of the Voting Members at the first meeting after the annual appointment process.
- Section 4.2 Commission Officers serve for a term of one year. In the event of vacancy in the office of Chairperson, the Vice-Chairperson shall serve as Chairperson until the Mayor appoints a replacement, with the approval of City Council. A vacancy in the other offices shall be filled by majority vote of the Voting Members at the next meeting, or as soon as reasonably practical for the unexpired Officer term. Commission Officers may be re-appointed or re-elected, as the case may be.
- Section 4.3 Duties.
- a. The Chairperson presides at Commission Meetings. The Chairperson shall generally manage the business of the Commission. The Chairperson shall perform the duties delegated to the Chairperson by the Commission.
 - b. Vice-Chairperson shall perform the duties delegated to the Vice-Chairperson by the Commission. The Vice-Chairperson presides at Commission meetings in the Chairperson's absence. The Vice-

Chairperson shall perform the duties of the Chairperson in the Chairperson's absence.

c. The Secretary shall perform the duties delegated to the Secretary by the Commission.

ARTICLE V. SUBCOMMITTEES

Section 5.1 The Commission may organize subcommittees from among its Voting and Ex-officio Members and may delegate to the subcommittees responsibilities to carry out the purpose of the Commission. The subcommittees include, but are not limited to, an Incentive Subcommittee, an Architectural Design Subcommittee, and the Historical Research Subcommittee.

- The Incentive Subcommittee (IC) serves to recommend conferral of recognition upon the owners of landmark or properties within the Historical District by means of certificates, plaques or markers. The IC shall coordinate with Main Street Program. It shall make recommendations to the Mayor and City Council concerning the utilization of state, federal, or private funds to promote the preservation of landmark and historic districts within the City. It shall propose tax abatement programs for historic landmarks or districts.
- The Architectural Design Subcommittee (AD) serves to make recommendations to the Mayor and City Council regarding the criteria for the designation of historic, architectural, and cultural landmarks and the delineation of historic districts. It reviews applications for building permits for structures designed as landmarks by the Commission and makes recommendations to the City for approval or dis-approval. It prepares and maintains specific design guidelines for the review of landmarks and districts.
- Historic Research Subcommittee (HR) serves to maintain an inventory of significant historic, architectural and cultural landmarks and all properties located in historic districts within the City. It takes action to increase public awareness of the value of historic, cultural and architectural preservation by developing and participating in public education programs. The HR shall coordinate with the Main Street Program.

Commented [SK1]: I don't know what this means

Section 5.2 The Commission may form such other subcommittees as it deems appropriate from time to time to carry out the duties and powers of the Commission.

- Section 5.3 The Commission shall establish the term of subcommittee membership, and may provide for the frequency of meetings, requirements for attendance and frequency and type of required reports of the subcommittees' activities. Except as otherwise provided in a resolution, the Chairperson, in cooperation with the subcommittee chairperson, shall appoint the members thereof from any Voting or Ex-officio Member or City resident who has expressed a particular interest in serving on said subcommittee. Any Member of a subcommittee, including the subcommittee chairperson, may be removed from the subcommittee by a majority of the Commission whenever in its judgement the best interests of the Commission shall be served by such removal.
- Section 5.4 No subcommittee, or member of a subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Commission. Subcommittee member expenses may be reimbursed if authorized and approved by the Commission and City Council.
- Section 5.5 Subcommittee meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the Texas Open Meetings Act.

ARTICLE VI. MEETINGS

- Section 6.1 The Commission shall meet at least monthly, at dates and times set by the Commission. Special meetings may be called at any time by the Mayor, Chairperson, or at the written request of any two (2) Voting Commission Members.
- Section 6.2 Items may be placed on the agenda by the Chairperson, the Mayor or designee, or at the request of a Voting or Ex-officio Member. The person requesting an agenda item shall be responsible for preparing an agenda item cover sheet and for the initial presentation at the meeting. Agenda items shall be submitted to the Staff Liaison no later than one week before the Commission meeting at which the agenda item will be considered. Agenda packets for regular meetings shall be provided to Voting and Ex-officio Members in advance of the scheduled meeting. Agenda packets shall contain the posted agenda, agenda item cover sheets, and written minutes from the prior meeting.
- Section 6.3 All meetings of the Commission shall be held in conformance with the Texas Open Meetings Act. Written or recorded minutes of each meeting of the Commission shall be prepared by the Commission and provided to the City Secretary within 10 days of each meeting.

- Section 6.4 A quorum of the Commission consists of four (4) Voting Members. A quorum is required for the Commission to convene a meeting and to conduct business at a meeting.
- Section 6.5 Commission meetings shall be called to order by the Chairperson, or if absent, by the Vice-Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the meeting shall be called to order by the Secretary, and a temporary Chairperson shall be elected to preside over the meeting.
- Section 6.6 Commission meetings shall be conducted in accordance with these By-Laws and City Council meeting rules and Procedures.
- Section 6.7 Each Voting Member shall have one (1) vote. Each Voting Member shall vote on all agenda items, except on matters involving a conflict of interest, in violation of the City's Ethics Ordinance, or other applicable laws, rules, or policies. In such instances, the Voting Member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The Voting Member may remain at the dais or leave the dais, at the Voting Member's option, while the matter is being considered and voted on by the other Voting Members. Unless otherwise provided by law or these By-Laws, if a quorum is present, an agenda item must be approved by a majority of the Voting Members present at the meeting.
- Section 6.8 The Commission may conduct closed meetings as allowed by the Texas Open Meetings Act. A recording or certified agenda shall be made of all closed meetings, except closed meetings held under Section 551.071 of the Texas Government Code (Consultation with Attorney).
- Section 6.9 The Commission's fiscal year shall be June 1 – May 31.
- Section 6.10 An annual Commission meeting shall be held in June to elect officers, recognize retiring members, perform administrative functions of the Commission, and develop a written plan of action for the upcoming year.

ARTICLE VII. REPORTS TO CITY COUNCIL

- Section 7.1 The Commission shall prepare and submit by May 31st of each year a written annual report to be presented to the Mayor and City Council at the first regular City Council Meeting June. The report shall summarize the work completed during the previous year.

Section 7.2 The Commission shall meet with City Council, as requested, to determine how the Commission may best serve and assist the Mayor and City Council.

ARTICLE VIII. BY-LAW AMENDMENTS

Section 8.1 These By-Laws may be amended by the Commission by a vote of approval of at least four (4) Voting Members. No amendment is effective until approved by the City Council.

PASSED AND ADOPTED by the Historic Commission this ____ day of July 2017.

BAY CITY HISTORIC COMMISSION

BY: _____
Chairperson

ATTEST:

BY: _____
Secretary

APPROVED by City Council of Bay City this ____ day of July 2017.

CITY OF BAY CITY

Mark A. Bricker, Mayor

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

M. Shannon Kackley, Asst. City Attorney



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2922

DISCUSSION ITEM (ID # 2922)

**~ DISCUSS, CONSIDER AND/OR TAKE ACTION REGARDING
THE CURRENT AGREEMENT WITH YOUNG LIFE, A NON-
PROFIT, ADOLESCENT RELATIONAL MENTORING
ORGANIZATION.**

COMMENTS - Current Meeting:

Brittney Cartwright represented the Young Life program. She answered questions regarding the program.

They serve about 30-40 children. It was decided that the City would continue to pay the organization five-hundred dollars (\$500.00) per month as was stated in the original agreement.

Council asked that an update letter from the director be submitted to Council.

Contract Number: _____

AGREEMENT TO USE FUNDS AND BUILDING of the City of Bay City

THIS AGREEMENT is entered into by and between the City of Bay City, a Texas Municipal Corporation ("CITY") acting by and through its Mayor, and the Young Life, a Monprofit, Adolescent Relational Mentoring Organization, acting through James King ("Recipient");

WITNESSETH:

WHEREAS, Recipient provides services that promote the health, safety morals and or general welfare of the residents of Bay City; and

WHEREAS, City has provided certain funds from its general fund to promote the type of public services provided by Recipient; and

WHEREAS, Recipient has submitted an application to CITY for funding for the Young Life Programs ("Project"), as described in **Attachment I** –Scope of Work; and

WHEREAS, on May 9, 2013, City Council authorized the execution of this Agreement with Recipient, for Recipient's receipt of funding and use of a City Building,

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Bay City and health, safety morals and or general welfare of its residents, the parties agree as follows:

1. In consideration of the payment of the sum of **\$500.00** per month to Recipient by the CITY, Recipient agrees to spend these funds only as described in **Attachment I** - Scope of Work and use of a City Building as described in **Attachment 2**. Recipient agrees to provide CITY with invoices to support the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of four years from the termination date of this Agreement.
2. This Agreement will commence immediately upon execution hereof and terminate upon the completion of all obligations herein contained or September 30, 2013, whichever is sooner.
3. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
4. In the event that all of the above-described funds are not used for the purposes set out in Section 1 of this Agreement and in accordance with all terms and provisions hereof,

Contract Number: _____

Recipient agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or **September 30, 2013**, whichever occurs earlier.

5. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

6. INSURANCE

Recipient agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Agreement, Recipient shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "the Young Life Program" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of Cultural Affairs. No officer or employee, other than the City's Mayor, shall have authority to waive this requirement.
- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by City's Mayor based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- (C) A contractor's financial integrity is of interest to the City; therefore, subject to Recipient's right to maintain reasonable deductibles in such amounts as are approved by the City, Recipient shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Recipient's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Contract Number: _____

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: - Premises operations - Independent Contractors - Products/completed operations - Personal Injury - Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability - Owned/leased vehicles - Non-owned vehicles - Hired Vehicles ** if transportation of participants is conducted	Not required as no use of motor vehicles under this program

- (D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Recipient shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Recipient shall pay any costs incurred resulting from said changes.

Cathy Ezell
 Finance Director
 City of Bay City
 1901 5th Street
 Bay City, Texas 77414

- (E) Recipient agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City

Contract Number: _____

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Bay City where the City is an additional insured shown on the policy;
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Recipient shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Recipient’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- (G) In addition to any other remedies the City may have upon Recipient’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Recipient to stop work hereunder, and/or withhold any payment(s) which become due to Recipient hereunder until Recipient demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Recipient may be held responsible for payments of damages to persons or property resulting from Recipient’s or its subcontractors’ performance of the work covered under this Agreement.
- (I) It is agreed that Recipient’s insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Bay City for liability arising out of operations under this Agreement.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Recipient and its subcontractors are responsible for all damage to their own equipment and/or property.

7. INDEMNITY

RECIPIENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY

Contract Number: _____

directly or indirectly arising out of, resulting from or related to RECIPIENT'S activities under this AGREEMENT, including any acts or omissions of RECIPIENT, any agent, officer, director, representative, employee, consultant or subcontractor of RECIPIENT, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RECIPIENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RECIPIENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RECIPIENT known to RECIPIENT related to or arising out of RECIPIENT'S activities under this AGREEMENT.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Recipient in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Recipient shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Recipient fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Recipient shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Recipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Recipient or any subcontractor under worker's compensation or other employee benefit acts.

8. Recipient shall not engage in practices which have the effect of discriminating against any participants, employee or applicant for employment, and, will take affirmative steps to ensure that participants employees are treated equally without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Contract Number: _____

9. Recipient shall provide services as described in Attachment I, in a non-discriminating manner without regard to a person's race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
10. Recipient shall receive prior written approval from the CITY before committing these funds as a match for any local funding.
11. Recipient agrees and understands that, it and all persons designated by it to provide services in connection with this Agreement, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Recipients actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
12. For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Mayor Mark Bricker
 City of Bay City
 1901 5th Street
 Bay City, Texas 77414

RECIPIENT:

James King, Area Director, Matagorda County Young Life

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

14. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
15. The signer of this Agreement for Recipient represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.

Signature page to follow:

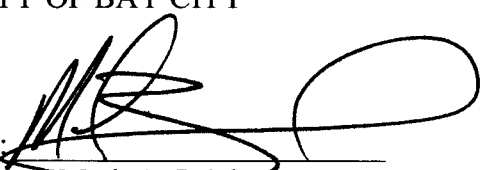
Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Contract Number: _____

IN WITNESS OF WHICH this Agreement has been executed on this 9th day of May 2013.

CITY OF BAY CITY

AGENCY

By: 

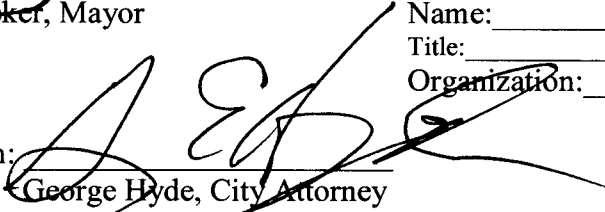
Mark A. Briker, Mayor

By: _____

Name: _____

Title: _____

Organization: _____

Approved as to Form: 

George Hyde, City Attorney

Attachment I: Scope of Services

Attachment II: Use of Building

Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Contract Number: _____

Attachment I

Scope of Services:

Recipient agrees to abide by the following provisions and provide the following services:

Mentor adolescences and young adults in Matagorda County

Special Events: Weekly, Monday night, Young Life Club meeting
 Movie Nights
 Game Nights
 Video Game Tournaments
 Etc.

- Tutoring
- Mentoring
- Young Lives (Teen Moms and pregnant teens) mentoring and cooking classes
- Opening and supervising building use by Teens as a safe place to hang out.
- Recreational activities (Flag Football, Ultimate Frisbee, etc.)
- Music lessons
- Drama presentations
- Video creating and presenting

Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Contract Number: _____

Attachment II**LICENSE AGREEMENT**

STATE OF TEXAS §
 §
MATAGORDA § **KNOW ALL PERSONS BY THESE COUNTY OF PRESENTS:**

This Agreement is made this 9th day of May, 2013, by and between the City of Bay City, a municipal corporation located in Matagorda County, Texas, acting by and through its Mayor, (hereinafter called "LICENSOR"), and Young Life a nonprofit, adolescent relational mentoring organization, acting by through James King (herein called "LICENSEE").

Recitals

1. Licensor is the owner of the following described real Property (the "PROPERTY"):

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

2. LICENSEE desires to exercise certain rights and privileges upon the PROPERTY.

3. This License Agreement is authorized by that certain Agreement between the Parties to use funds and building of even date, (the "Fund Agreement"), passed and approved by City Council on May 9, 2013.

NOW, THEREFORE, it is agreed as follows:

License

1. LICENSEE shall have the right conduct operations in accordance with the terms of that certain Agreement between the Parties to use funds and building of even date and this License Agreement. Hours and days of operation must be approved by LICENSOR. LICENSEE may only use those areas of the PROPERTY designated by LICENSOR, in its sole discretion. LICENSEE shall not be authorized to use the building for any use or during any times or days other than such uses and such times and days authorized by LICENSOR, subject to the limitations set out below.

2. LICENSEE is aware that LICENSOR currently allows other organizations to use the PROPERTY and may allow additional organizations to use the PROPERTY in the future. LICENSOR may modify the location within the PROPERTY, and the times and dates LICENSEE may use the PROPERTY under this License.

Contract Number: _____

Consideration

2. In consideration for this license, LICENSEE shall provide public services as described in agreement between the Parties to use funds and building of even date.

Maintenance and repairs

3. LICENSEE shall, at all times, keep or cause to kept, the PROPERTY free of litter, trash, paper, and other waste and shall place same in standard trash containers in the immediate vicinity or in other appropriate locations and shall conform with all applicable garbage, sanitary, and health regulations of the CITY.

5. Other than as provided herein, LICENSOR shall be responsible for the condition of the PROPERTY. LICENSEE shall repair any damage to the PROPERTY caused by LICENSEE, and shall maintain, or caused to be maintained, the PROPERTY in a clean, neat, attractive, and sanitary condition and LICENSEE shall not bind or attempt to bind CITY for the payment of any money for the construction, repair, alteration, addition, or reconstruction in, on or about the PROPERTY.

6. LICENSEE will, at the termination of this Agreement, return the PROPERTY to CITY in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

7. LICENSEE agrees to hold CITY harmless for any theft, damages or destruction of signs, goods and/or other property of LICENSEE both during the term of this Agreement and as so left on the PROPERTY after LICENSEE vacates the PROPERTY. If said signs, goods, and any other property placed by LICENSEE upon the PROPERTY are not removed by it within thirty (30) days after the PROPERTY are vacated, then the CITY may remove same without further notice or liability therefore.

Insurance

8. As required in the Agreement between the Parties to use funds and building of even date.

Nonassignable

9. This license is personal to the LICENSEE. It is not assignable, and any attempt to assign this license will terminate the license.

Terminable at Will

10. This agreement is terminable by either party at will by the giving of actual notice to the other party. LICENSEE shall vacate premises within ten days of receipt of termination notice.

Indemnity

Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Contract Number: _____

11. LICENSEE SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY LICENSOR AGAINST ANY SUITS, LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES AND ATTORNEYS' FEES, ARISING FROM LICENSEE'S EXERCISE OF THE LICENSE UNDER THIS AGREEMENT.

Attachment: Young Life Agreement (2022 : Review Young Life Agreement)

Dear Council and Mayor:

Recreational expenses for the High School aged youth of our community via myself and Matagorda County Young Life was taken out of the cities budget for the 2014-2015 fiscal year. I implore you to please reconsider the decision and reinstate the money (\$500/month) into the budget. I believe there isn't a greater return on investment available in the community.

The money that the city has so generously provided to the youth in Bay City has gone to set up a safe and beneficial environment. We have used the funds to create activities, such as snowball fights, Frisbee games, Spikeball tournaments, etc. Our attendance is regularly over 50 high school students. We have also used the funds to introduce new games such as Octoball, Spikeball, shuffleboard, and more.

Even more than this we have created an environment where kids can feel safe, have fun constructively, and learn from adults in the community. In Young Life adults come along side high school aged students and build genuine friendships with them in hopes of earning the right to speak into their lives. In our program "YoungLives" adult women in the community mentor teen moms and pregnant teens. These funds have gone to nurture these relationships and teach these young girls valuable life skills that they may otherwise not have the opportunity to learn. Your funds have been extremely beneficial in making these friendships possible, which has changed the lives of hundreds of high school students in Bay City, TX.

Please consider reinstating the money in the budget for the 2014-2015 fiscal year that has gone so far to change so many lives.

Sincerely,

James King
Area Director, Matagorda County Young Life



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 12/07/17 03:30 PM
Department: Public Works
Category: Property
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 2917

ADOPTED

RESOLUTION (ID # 2917)

**~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION
ACCEPTING AN AMENDED AND RESTATED WASTEWATER
AND WATER EASEMENT AGREEMENT FROM MARGUERITE
MEADOW, LLC.**

There is an existing sewer line and easement that crosses the Marguerite Meadows, LLC property, north to south, from the Housing Authority property to Marguerite Street. The original easement was granted in 1951. The easement is being amended and restated to better define purpose, rights, improvements and maintenance in regards to the easement. The original easement is not affected by this amendment and restatement and remains in full force and effect.

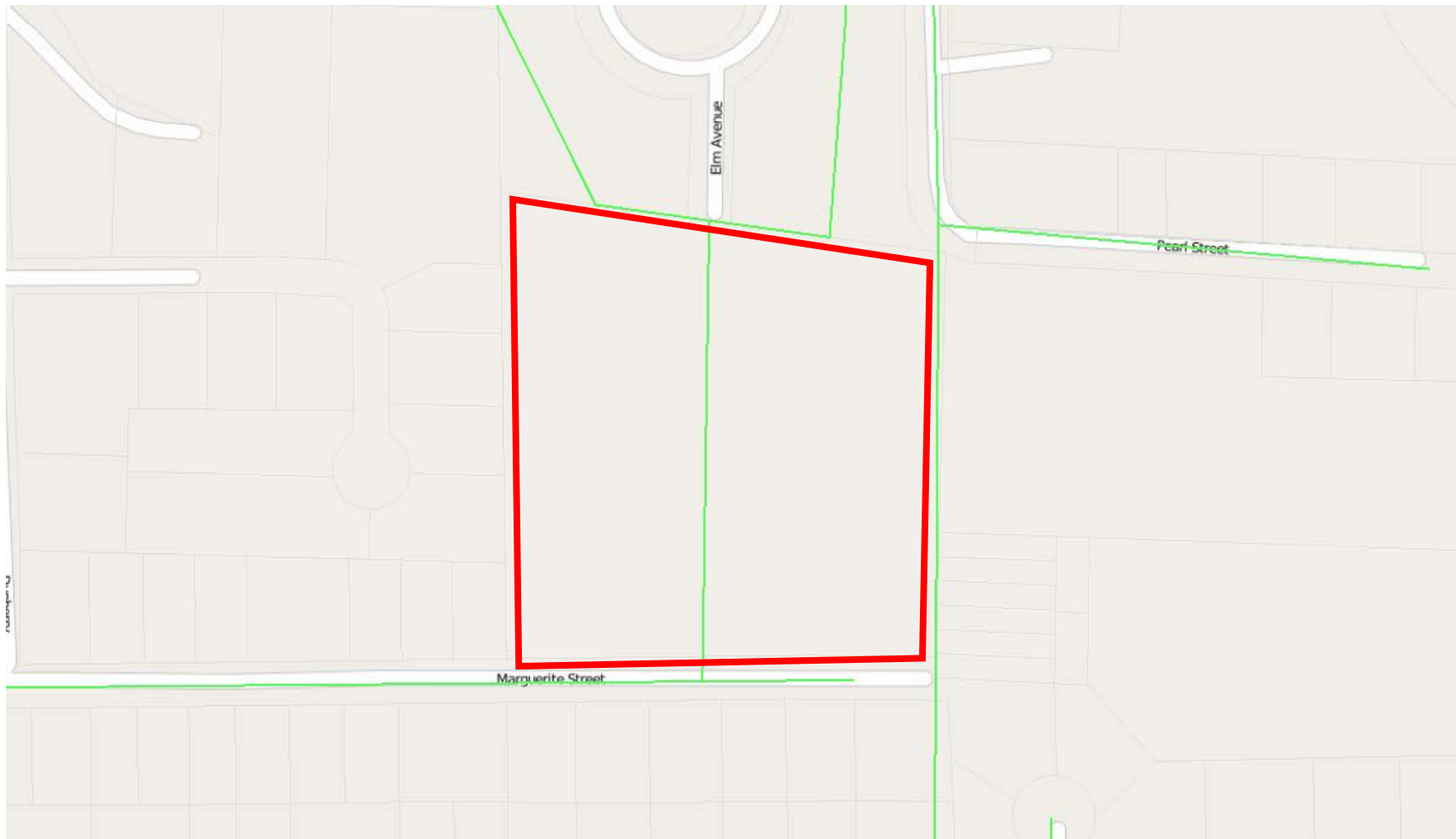
COMMENTS - Current Meeting:

Marla Jasek, Assistant Public Works Director reviewed the easement with Council members.

Redefines the easement agreement.

The motion was made by Councilman Jason Childers and seconded by Councilman Bill Cornman.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Sitz, Childers, Folse, Cornman, Estlinbaum



The original Sisk property is outlined in red. The existing sewer line (green line) and easement run through the middle of the property. (Easement recorded in Matagorda County Real Property Records Vol 226, Pg 372, July 31 1951)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDED AND RESTATED WASTEWATER AND WATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

AMENDED AND RESTATED GRANT OF EASEMENT:

MARGUERITE MEADOW, LLC located at 142 CR 222, Bay City, Texas 77414 ("Grantor"), successors in interest to J.G. Sisk and Fannie M. Sisk, husband and wife, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF BAY CITY, TEXAS**, a Texas home-rule city, with offices located at 1901 5th Street, Bay City, Matagorda County, Texas 77414 ("Grantee"), an Amended and Restated non-exclusive Easement ("Easement") upon and across the property of Grantor described in **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Property"). Grantor and Grantee may jointly be referred to by "the Parties."

It is the intent of the Parties to Amend and Restate the Easement by and between J.G. Sisk and Fannie M. Sisk, husband and wife, as Grantors and the City of Bay City, Texas as Grantee, dated July 31, 1951, and filed under Volume 226, Page 372 of the Real Property Records of Matagorda County, Texas. The terms, obligations, and conditions of the Amended and Restated Easement are set forth below. All terms, obligations, and conditions of the Original Easement not affected by this Amended and Restated Easement Agreement remain in full force and effect.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor, but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Grantee" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.
 - (c) "Wastewater pipeline" shall mean a pipeline designed and operated to transport wastewater.
 - (d) "Water pipeline" shall mean a pipeline designed and operated to transport water for human consumption.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Grantee.
3. *Purpose of Easement.* The Easement shall be used for including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public wastewater pipelines and public water pipelines, public utility facilities and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Grantor shall retain the right to use the surface of all or part of the Easement Property in conjunction with Grantee and to convey to others rights to use the Easement Property as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes or conflicts with the use of the Easement Property by Grantee for the Easement Purpose. Grantor shall obtain Grantee's prior written permission to convey any interest in the Easement Property. Grantee shall not unreasonably withhold or delay providing such permission. In addition, Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with

applicable ordinances, development codes, and engineering guidelines of the City of Bay City. Grantor shall obtain Grantee's permission prior to the start of constructing Permitted Improvements. Grantee shall not unreasonably withhold or delay providing such permission.

6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Grantee shall not be required to replace to their original condition any landscaping, driveways, or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work. Subsequent to granting the Easement, if Grantee's operations and/or other activities on the Easement Property result in damage or destruction of any Permitted Improvements on the Easement Property, Grantee agrees to repair or replace, as necessary, at Grantee's expense, any such improvements damaged or destroyed.
7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

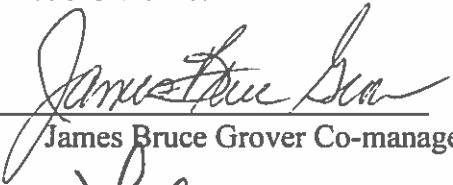
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. *As-Is.* GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AND "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS AGREEMENT. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.
17. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service,

postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
20. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
21. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor as long as the proposed successor or assign is a governmental entity that expressly assumes Grantee's obligations under this Agreement.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2016.

[signature page follows]

GRANTORS:**JAMES BRUCE GROVER & JOHN
HAWKINS PEDEN**By: 
James Bruce Grover Co-managerBy: 
John Hawkins Peden Co-Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF MATAGORDA

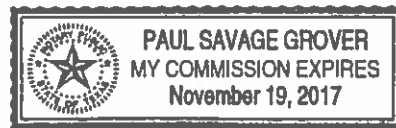
Fort Bend

BEFORE ME, a Notary Public, on this day personally appeared JAMES BRUCE GROVER and JOHN HAWKINS PEDEN, known to me to be the persons whose names are subscribed to the foregoing instrument, and having been sworn, upon her oath stated that they are JAMES BRUCE GROVER and JOHN HAWKINS PEDEN; that they are authorized to execute such instrument; and that said instrument is executed as their free and voluntary act and for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of August, 2017.


Notary Public Signature

(seal)



GRANTEE:

AGREED AND ACCEPTED:

CITY OF BAY CITY, TEXAS,
a Texas home-rule municipality

By: _____
Mark Bricker, Mayor

ATTEST:

David Holubec, City Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF MATAGORDA

This instrument was acknowledged before me on _____, 2017, by Mark Bricker, Mayor of the City of Bay City, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Bay City, Texas
Attn.: David Holubec
1901 5th Street
Bay City, Texas 74714

Attachment: Amended-Restated-Agreement (2017 : Meadow Oaks Utility Easement)

EXHIBIT "A"

A 20-foot strip of land, the same being a portion of that certain 31.4 acres of land out of the E. Hall League, Abstract No. 55, in Matagorda County, Texas, as more particularly described in the deed dated October 8, 1913, from P. D. Hausar, to C. L. J. Sisk, which is recorded in Vol. 42, page 166 of the Deed Records of Matagorda County, Texas, LESS AND EXCEPT all of that portion of the said 31.4 acres of land which lies North of the Southernly boundary line of the Cane Belt Railroad right-of-way and less and except that certain 10-acre tract of land heretofore conveyed by Grantors herein to Bay City Housing Authority by a deed dated December 4, 1950, which is duly recorded in the Deed Records of Matagorda County, Texas, to which said deeds and their records reference is hereby had and made for more particular description, the center line of said 20-foot strip of land to be as follows:

BEGINNING at a point 530 feet North of the Southwest corner of said 31.4 acre tract of land;

THENCE in an Easterly direction parallel to and 539 feet from the South boundary line of said 31.4 acre tract of land for a distance of 310 feet to a point for corner;

THENCE North to the South boundary line of said 10-acre tract of land now owned by Bay City Housing Authority,
together with the right of ingress and egress for all purposes incident to said easement.

Attachment: Amended-Restated-Agreement (2017 : Meadow Oaks Utility Easement)

RESOLUTION NO. _____

ACCEPTANCE OF AN AMENDED AND RESTATED WASTEWATER AND WATER EASEMENT AGREEMENT WITH MEADOW OAKS, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, APPROVING AN AMENDED AND RESTATED WASTEWATER AND WATER EASEMENT AGREEMENT BETWEEN THE CITY OF BAY CITY AND MEADOW OAKS, LLC, AMENDING THE PRIOR EASEMENT GRANTED BY J. G. SISK AND FANNIE M. SISK, DATED JULY 31, 1951 AND FILED UNDER VOLUME 226, PAGE 372 OF THE REAL PROPERTY RECORDS OF MATAGORDA COUNTY, TEXAS;

WHEREAS, Marguerite Meadows, LLC, is the current property owner and successors in interest to a tract of land, previously owned by J. G. Sisk and Fannie M. Sisk, containing 8.03 acres out of the E. Hall League Abstract 45, Matagorda County, Texas.

WHEREAS, the amended and restated easement will allow the ability to provide public utilities to the proposed residential development.

WHEREAS, the City of Bay City, through its duly authorized representatives, has been able to agree with owners, Marguerite Meadows, LLC, for acceptance of the amended and restated wastewater and water easement agreement; and

WHEREAS, the City of Bay City has agreed to the acceptance of the amended agreement, as provided and described in the *"Amended and Restated Wastewater and Water Easement Agreement"* and attached exhibits, which are attached hereto and incorporated by reference.

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

- Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.
- Section 2. The City Council of the City of Bay City finds that it shall accept the subject easement from owner, MEADOW OAKS, LLC, as provided in the *"Amended and Restated Wastewater and Water Easement Agreement"* with reference Exhibit "A" hereto and incorporated by reference over the therein described tract of land.
- Section 3. The Mayor is authorized to execute any documentation necessary to accept, document, and/or record the *"Amended and Restated Wastewater and Water Easement Agreement"*, as provided herein.

PASSED, APPROVED AND RESOLVED THIS 7th DAY of December 2017.

CITY OF BAY CITY, TEXAS

Mark Bricker, Mayor

ATTEST:

David Holubec, City Secretary

Attachment: Amended and Restated Easement Resolution (2017 : Meadow Oaks Utility Easement)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2915

DISCUSSION ITEM (ID # 2915)

**~ DISCUSS AN UPDATE RELATIVE TO WHERE THE CITY
STANDS IN THE PROCESS FOR SECURING FEMA
REIMBURSEMENT FOR HURRICANE HARVEY EXPENSES.**

Requested by Mayor Pro Tem Bill Cornman.

COMMENTS - Current Meeting:

Scotty Jones reviewed the status of the City's claims with FEMA.

CITY OF BAY CITY

CC MEETING: **DECEMBER 7, 2017**

DATE: 11/30/2017

TO: MARK BRICKER, MAYOR
 CITY COUNCIL

FROM: SCOTTY JONES, FINANCE DIRECTOR

SUBJECT: HURRICANE HARVEY UPDATE (FEMA)

BACKGROUND: Since Matagorda County fell under a major disaster declaration (FEMA 4332-DR-TX) by the President, the City was eligible to apply for public assistance. FEMA will cover 90% of eligible costs after insurance adjustments. FEMA does not cover labor for regular paid hours and does not reimburse for loss revenue.

FINANCIAL IMPLICATIONS:

Business Impact- 7 Businesses reported damage – \$1.7 million

Homes impacted- 38 with 1 Home destroyed (Private/Individual Assistance)

City of Bay City estimated damage (Public Assistance)- \$2.7 million

More information on actual YTD expenses, estimated insurance, and anticipated FEMA reimbursement will be provided at the meeting.

ATTACHMENTS: Damage Inventory with estimated cost

This attachment shows each FEMA category the City is working under and gives a detailed description of the project, address, and estimated cost.

Attachment: Fema Update (2015 : FEMA Update)



FEMA UPDATE

Damage Inventory

(atpdpd) WMA3 : 51662) 2# WMA3 :tunemjcwattv

Damage #	Category	Name	Description	Project	Address 1	Approx. Cost	% Work Complete
17214	A	Brush chipping	Private property vegetative debris collected at temporary city brush staging location, consolidated and chipped. Pile of brush is approximately 120' x 45' x 12' high	[3765] Debris Removal	Skelly Road	7,500	0
17216	A	Debris Removal-citywide	Remove and dispose of debris throughout the city--trees, limbs and demolition debris. City equipment and labor only. Monitoring for debris removal. Debris monitor reports show 2930 CY of vegetative debris removed and burned and 330 CY of C&D disposed of at the county transfer station.	[3720] Debris Removal - 100% Work Completed	1901 5th Street	195,000	100
17217	A	Debris Removal-Riverside park	River flooding deposited up to 10' of sand and debris in the park. Surveying, removal and disposal of sand. Approximate quantity of sand/debris is between 20,000 and 25,000 cubic yards. (Disposal location to be determined.)	[3765] Debris Removal	7330 FM 2668	100,000	1
17218	B	Citywide Emergency Protective Measures	Action before, during and after disaster including warning, evacuation, protection of facilities, security, provisions, minor emergency repairs essential to safety (not including emergency debris removal)	[3512] Emergency Protective Measures - 100% Work Completed	1901 5th Street	371,799	100
17220	C	City Road	Roadways showing damage from flooding are: Duncan Street from Moore west to Duncan Park; Moore Avenue from Duncan to 1/2 block north of Duncan has new longitudinal cracking along the edge of both sides of the roadway. Moore has longitudinal and alligator cracking.	[3768] Road	1901 5th	300,000	0
17221	C	Riverside Park Road Damage	River flooding submerged and damaged approximately 1000' of two lane paved roadway within the park. Roadway still has sand covering the surface. Extent of damage has not been confirmed.	[3768] Road	7330 FM	800,000	0
17222	D	Cottonwood Creek	Three known locations with bank erosion due to flooding. The first area is between 6th and 7th Streets where the erosion is encroaching Avenue I and eroding around the structures under the intersection of Ave I and 6th Street. The second area is under 12th Street where the channel has eroded. BNSF Railroad also crosses this location. The third area is at the base of Liberty water tower. The base for the leg (one of six) nearest the creek has been previously been armored with concrete rubble but additional erosion has occurred. First approximately 260' long by 10' high. Second approximately 75' long by 3' deep. Third approximately 20' long by 10' high.	[3770]	Cottonwood	200,000	0
17223	E	Airport Fuel Truck	Wind compromised the top rubber gasket on the fuel tank and water got into tank contaminating the fuel--towing, repair and disposal of contaminated fuel	[3771] Airport Fuel Truck - 100% Work Completed	3598 FM 2540	5,112	100



FEMA UPDATE

Damage Inventory

(attpd) WMA : 5162) 2# WMA : tnumyctavv

Damage #	Category	Name	Description	Project	Address 1	Approx. Cost	% Work Complete
17224	E	BC Civic Center	Built in 1975 with major remodel in 1989. 41,096 sf one story, brick/stone exterior and flat roof. Not in flood hazard area. Wind damaged approximately 100 sf of roof. Interior damage to 3000 sf consisting of water damage to ceilings, sheetrock and flooring. Main ball room--numerous ceiling tiles fell to the floor. Water dripped onto the floor tiles and are peeling up. Bathrooms--sewer line backed up and left sewer water and debris on the floor.	[3794] Bay City Civic Center	201 7th	25,000	10
17225	E	BC Library	Built in 1967 with addition in 1982. 17,000 sq one story, brick/stone exterior and flat roof. Not in flood hazard area. Wind damaged approx 500 sf of the roof. Roof damaged allowed water to enter building causing minor damage to ceiling, sheetrock, and flooring. Carpet was soaked in the main book area and the room on the southwest corner of the building. Ceiling tiles fell in the main book area. The sheetrock damage is also in the main book area.	[3796] Bay	1100 7th	50,000	1
17226	E	BCPD	Built in the 1950s. 10692 sf single with flat roof. Not in flood hazard area. Wind damage to approx 100 sf of roof. Wind damage to roof caused water to enter building interior causing damage to ceiling tiles and flooring. North hall--two ceiling tiles damaged and wet carpet. Women's restroom--ceiling tiles damaged Records room--ceiling tiles damaged	[3797] Bay City Police Department	2201 Ave H	5,500	10
17227	E	BCVFD	Built in the 1960s with an addition later. 5600 sf two story building with flat roof. Not in a flood hazard area. Wind damage to approx 100 sf of roof. Wind damage to roof caused water to enter building interior causing damage to ceiling tiles and flooring. Meeting room--ceiling tiles fell in on the west side and southeast side. Carpet was very wet. Storage room--ceiling tiles fell in and carpet was soaked. Extra carpet stored in the storage room was also soaked.	[3799] Bay City Fire Department	1920 6th St	13,000	5
17228	E	LeTulle Park Lakeview Pavilion	Built in 2009. 1140 sf wood sided building with asphalt shingle roof. Wind caused damage to one exterior wall by tree limb.	[3800] LeTulle Park Lakeview Pavilion	1133 SH 35 S	3,500	0
17229	E	Municipal Services Bldg	Computer monitor damaged during hurricane evacuation, caught fire causing smoke damage and soot throughout the office--clean and replace approximately 2000 sf of carpet.	[3801] Municipal Service Building	1217 Ave J	25,000	10
17230	E	Rental--Tangles	Built in 1908. 1100 sf brick building with metal roof. Flood Zone A3. Strong wind caused water to enter building through roof vents--no roof damage found. Minor interior damage to ceiling and sheetrock.	[3806] Tangles Building	2001 6th St	1,000	0



FEMA UPDATE

(attapdn WMAF : 5162) 2# WMAF :tunemjactv

Damage Inventory

Damage #	Category	Name	Description	Project	Address 1	Approx. Cost	% Work Complete
17231	E	Riverside Park Office/Ranger Station	Built in 1997. 3166 sf with 2144 office downstairs and 1022 storage upstairs. Asphalt shingle roof. Flood plain Zone A. Exterior damage: Wooden columns on the porch were soaked and expanded. Some are now warped and/or split. 2 window in the front have damaged seals. Entire lower floor flooded to a height of 2 ft. Exterior walls are soaked, black, interior damage to all interior walls, doors, flooring, built in refrigerator, 2 freezers, contents of freezers and refrigerators.	[3802] Riverside Park Office/Ranger Station	7330 FM 2668	35,000	10
17232	E	Riverside Park Office/Ranger Station--contents	Lower floor flooded with 2' of water and lost power for an extended period of time damaging all contents including 2 washers, 2 dryers, 3 refrigerator, 2 freezers, contents of freezers and refrigerators.	[3802] Riverside Park Office/Ranger Station	7330 FM 2668	15,000	0
17233	E	Riverside Park Ranger's House	Built in 1996. 1024 sf wood siding building with 624 sf living area and 400 sf garage. Asphalt shingle roof. Located in flood plain zone A. Damage to the exterior consists of water soaked/warped wooden siding. Entire house flooded to a depth of 2.5 ft causing damage to all walls, flooring, doors and cabinets. Possible candidate for Alternative Procedures Pilot Program to move the living quarters to the upper floor of the Park Ranger Office.	[3803] Riverside Park Ranger's House	7330 FM 2668	77,000	10
17234	E	Riverside Park Ranger's House--contents	Entire house flooded with 2.5 ft of water damaging all contents. Appliances in the house were city owned, including refrigerator, stove, and other typical household appliances. All other contents were the park ranger's personal property which were not included in this item.	[3803] Riverside Park Ranger's House	7330 FM 2668	5,000	10
17235	E	Waste Water Treatment Plant Office	Built in 1975. 2760 sf concrete/brick building with a flat roof. Not in a flood hazard area. Wind/water infiltration damage to the roof-- approximately 100 sf. There were multiple ceiling tiles with water spots throughout the building and some tiles fell in the conference room.	[3804] Waste Water Treatment Plant	4511 Starling Dr	4,000	5
17236	F	Doris Lift Station	Wind damaged approximately 50 LF of the 8' tall wooden security fence	[7859] F - Utilities - 100% Work Completed	3903 Doris Street	3,500	100
17237	F	Riverside Park Septic System-- Lift Stations	The existing sewer lift stations (s) also had electrical damage due to being under water during the flood. City crews will perform the electrical repairs including replacement of starters, relays, floats, pumps and wiring.	[3933] Utility work at Riverside Park	7330 FM 2668	10,000	0
17239	G	16th Street Pool	Extended power loss caused algae to bloom in the pool. Remove debris from pool. Approximately 8000 square feet.	[7876] Pools - 100% Work Completed	2624 16th Street	1,000	100



FEMA UPDATE

(statepda WMA3 : 5162) 2# WMA3 :tunemuyacatv

Damage Inventory

Damage #	Category	Name	Description	Project	Address 1	Approx. Cost	% Work Complete
17241	G	BC Regional Airport	The Runway End Identifier Lights (REIL) on runway submerged due to flooding. Damaged lights and electrical wiring.	[3773] Airport	3598 FM 2540	15,000	10
17242	G	Duncan Park	electrical service and line damage by downed tree limb	[3775] Parks	612 Duncan St	1,000	50
17243	G	Girls Softball Field	Replace 2 oil switches/services that were arcing and removed by the electrical company. Wind blew down tree that impacted and broke the light pole. Lights on the pole were damaged too.	[3775] Parks	1120	15,000	5
17244	G	Hilliard Pool	Extended power loss caused algae to bloom in the pool. Remove debris from pool. Approximately 5000 square feet.	[7876] Pools	3013 Le Tulle	1,000	100
17245	G	Little League Fields	Replace 2 oil switches/services that were arcing and removed by the electrical company. A tree was blown over damaging a light pole, approx 90ft of fence and a dugout. The electrical wire connecting all of the lights was also pulled down when the light pole broke.	[3775] Parks	1220 Avenue M	15,000	10
17246	G	Riverside Park Amenities	Wind and flood damage to park amenities -- RV hookups and pads, playground equipment, picnic tables, and BBQ pits. Playground-- buried in sand. Not sure if damaged but wood chips will be lost or contaminated. BBQ pits (47)-- buried in sand and may be missing or damaged Park tables (82)-- buried in sand and may be missing or damaged Utility pedestals for RVs(28)--buried in sand and probably damaged and unusable Limestone RV Pads(28)-- damaged/buried and unusable	[3789] Riverside Park	7330 FM 2668	165,880	10
23976	F	Riverside Park Septic System-- repair/replacement	River flooding caused erosion of the river bank and substantial damage to the park's gravity flow septic system. The existing river bank where the gravity flow lines are/were located eroded. During the last flood event, Matagorda County Environmental Health inspected the damage to the system and allowed the system to remain in use with capping of the remaining gravity flow lines. The Health Department informed the City that any further loss of the gravity flow lines would reduce the capacity of the system and render it unusable. With the erosion from flooding associated with Harvey, a new system needs to be designed and installed. Approximate dimension of system: 200' by 400'.	[3933] Utility work at Riverside Park	7330 FM 2668	130,000	1



FEMA UPDATE

(attapdn WMAF : 5162) 2# WMAF :tunawqavtV

Damage Inventory

Damage #	Category	Name	Description	Project	Address 1	Approx. Cost	% Work Complete
24083	G	Riverside Park Boat Ramp and dock	Flood damage to the boat ramp. The boat ramp and dock were completed silted in. The dock has damaged/missing wooden members. The concrete for the ramp has been compromised due to erosion and movement of the slab. Approximately 10 yards by 30 yards. Possible alternative procedure pilot program candidate to relocate the boat ramp.	[3789] Riverside Park	7330 FM 2668	55,000	0
29586	E	Riverside Park Restroom	Restrooms were built in 1996. Construction if concrete block with a asphalt shingle roof. approx 1300 sf. Roof damage, sand and sediment throughout building and staining on walls.	[5656] Riverside Park Buildings	7330 FM 2668	6,000	20
29744	E	Riverside Park Pavilions	Park pavilion with restrooms was built in 1996. Construction if concrete block with a asphalt shingle roof. approx 1300 sf. This building was completely submerged. Roof damage, sand and sediment throughout building and staining on walls.	[5656] Riverside Park Buildings	7330 FM 2668	10,000	10
29761	E	BC Regional Airport - Terminal	Built in the 1940s. Wind damage to terminal roof. Interior damage consists of wet ceiling tiles in the terminal. Airport's terminal is approximately 100 feet by 150 feet.	[5657] BC Regional Airport Buildings	3598 FM 2540	5,000	0
29763	E	BC Regional Airport - Well House	Built in the 1940s. Wind damage to well house roof-- approximately 200 sf. Airport's well house is approximately 1200 square feet.	[5657] BC Regional Airport Buildings	3598 FM 2540	1,000	0
29766	E	BC Regional Airport - Shop	Built in the 1940s. Wind damage to shop roof. Airport's shop is approximately 1600 square feet.	[5657] BC Regional Airport Buildings	3598 FM 2540	5,000	0



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 12/07/17 03:30 PM
Department: Community Development
Category: Presentation
Prepared By: D C Dunham
Initiator: D C Dunham
Sponsors:
DOC ID: 2914

AGENDA ITEM (ID # 2914)

**~ DISCUSS AUTHORIZING THE BOARD OF DIRECTORS OF
THE REINVESTMENT ZONES OF THE CITY OF BAY CITY
BOARD TO EXERCISE THE CITY'S POWERS WITH RESPECT
TO THE ADMINISTRATION, MANAGEMENT, AND OPERATION
OF THE ZONES AND THE IMPLEMENTATION OF THE
PROJECT PLANS FOR THE ZONES.**

DISCUSS AUTHORIZING THE BOARD OF DIRECTORS OF THE
REINVESTMENT ZONES OF THE CITY OF BAY CITY BOARD TO EXERCISE THE
CITY'S POWERS WITH RESPECT TO THE ADMINISTRATION, MANAGEMENT, AND
OPERATION OF THE ZONES AND THE IMPLEMENTATION OF THE PROJECT PLANS
FOR THE ZONES.

COMMENTS - Current Meeting:

DC Dunham and Bill Bell addressed Council in regard to the TIRZ boards. City attorney, Shannon Kackly and Charles Zech spoke as well. A final draft will be created.

**DEVELOPMENT FINANCING AGREEMENT BY AND BETWEEN
~~THE REINVESTMENT ZONE NUMBER ONE,~~
 CITY OF BAY CITY, AND BAY CITY COMMUNITY DEVELOPMENT
 CORPORATION**

This DEVELOPMENT FINANCING AGREEMENT ("Agreement") is entered into by and between the CITY OF BAY CITY, TEXAS (the "City"), a Texas home rule municipality, who recreated by ordinance 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 BAY CITY COMMUNITY DEVELOPMENT CORPORATION ("Developer"), a Type B development corporation established pursuant to Chapter 505, subchapter B of the Texas Local Government Code.

The ~~Zone~~ City 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 paid certain organizational costs for the creation of the Zone and the TIRZ Plan, and the Zone will reimburse the Developer all or a portion of the Project Costs (defined herein) of such public works and improvements in accordance with this Agreement; and

WHEREAS, pursuant to the 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 CityZone, known as the Tax Increment Fund (TIF); also, the CityZone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

~~**WHEREAS**, the City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the reimbursement of costs expended in connection with 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 has paid certain organizational expenses described below and has requested reimbursement for these expenses; 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 [deleted – not applicable]

2. Section: Project & Financing

Developer has paid certain organizational expenses for the creation of the Zone and the Project Plan described below in Section 3(a) (the “Project”).

These costs have been funded by and through Developer’s own capital or other financing means arranged and obtained by Developer. Further, the TIF payments 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.

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) City Administration Costs: To the City two and one half percent (2.5%) of the Tax Increment for City administration expenses, as described in the Plan.

~~(a)~~(b) Organizational Costs: To Developer to reimburse Developer for fifty percent (50%) of the Professional Services Agreement with David Pettit Economic Development, LLC dated April 7th, 2015, that provided the services to create the Zone.

(b) Remaining funds (the “Available Funds”) 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 (i) City Administration Costs, and (ii) 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 CityZone 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 CityZone 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 CityZone 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 ZoneCity 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 Effective Date is _____. 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.

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) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in

equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

10. Section: Venue and Governing Law

This Agreement is performable in Matagorda County, Texas and venue of any action arising out of this Agreement shall be exclusively in 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 CityZone, to:

~~Board Chairman~~
~~e/o~~ City of Bay City
 1901 5th Street
 Bay City, Texas 77414

With a copy to:
 Scotty Jones, City Treasurer
 City of Bay City
 1901 5th Street
 Bay City, Texas 77414

With a copy to:
 DENTON NAVARRO ROCHA BERNAL & ZECH, PC
 2500 W. William Cannon, Ste. 609
 Austin, Texas 78745
 Attention: City Attorney

If intended for Developer, to:

D.C. Dunham, Executive Director
 Bay City Community Development Corporation
 1900 5th Street

Bay City, Texas 77414

With a copy to:
Jill Cornelius, Attorney
1744 6th Street
Bay City, Texas 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 CityZone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the CityZone 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~~, City 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 the BCCDC effective as of the Effective Date.

(signatures follow on next page)

CITY OF BAY CITY, TEXASMark A. Bricker, Mayor

ATTEST:

David Holubec, City SecretaryBAY CITY COMMUNITY DEVELOPMENT
CORPORATIONJulie Estlinbaum, President

ATTEST:

Recommended by:REINVESTMENT ZONE NUMBER ONE
CITY OF BAY CITY, TEXASWilliam Bell, Chairman

Exhibits:

~~“A” the Property~~ [Deleted – Not Applicable]~~“B” the Project~~ [Deleted – Not Applicable]~~“C” List/Description of Reimbursable Public Improvements~~ [Deleted – Not Applicable]~~“D” List of Prior Agreements~~

~~Exhibit "D"~~

Attachment: Tirz 1 Devel Ag with BCCDC wmb20170814 (sk 11 9 2017) (2914 : TIRZ Update)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2921

DISCUSSION ITEM (ID # 2921)

**~ DISCUSS AND REVIEW VISION BAY CITY 2040 PLAN
STATUS AND BAY CITY WORKS.**

COMMENTS - Current Meeting:

This item will be reviewed on Dec. 12th at the Ron Cox Workshop, 4PM. Specific for this item.

BAY CITY WORKS

Today's Work for Tomorrow's Future

Mayor's Office
mayor@cityofbaycity.org

Bay City Community Development Corporation

Vision 2040:

City of Bay City - Comprehensive Plan

City Vision Statement:

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

Direction:

1. Guiding Principles:

The city's guiding principles shall be the basic factors for all boards, commissions, and committee's to base their decisions. Proper application of these principles will improve the continuity of all city entities moving into the same direction.

Prosperity of the community shall be the primary role of the BCCDC. This principle should be weighted with more aggressive promotion and focus on large industrial job growth, city infill opportunities, and entrepreneurship/start-up businesses in the downtown district, and secondary education. CDC should also prioritize incentives for business prospects around long-term growth potential and salary job projections. Less aggressive assistance/promotion should be shown in areas that provide low-paying job growth, minimal tax benefits, and incompatible development with other city goals.

Sustainability is highly important to the City in order to remain competitive in the future. Much of the sustainability that would apply to the CDC focused on two areas: long-term and growth businesses and limiting liabilities to the City. Promoting the growth of existing and recruitment of long-term businesses is highly important. Secondly, limiting future costs of road maintenance, water-wastewater operations, etc. should be considered when deciding on projects and policies. This sustainability will evolve from open conversations with the Public Works and Finance departments of the City. Consistency in this subject will help improve the quality of the City's capital improvement plan.

Health of the community is highly important to the makeup of the community. Following new trends in the market, healthy lifestyles and having extra recreational opportunities are often key to recruiting successful businesses and residents. Business and residential developments, whether rehabilitation or new construction, **should take into consideration compatible factors such as dedicated sidewalks, landscaping, and even building type.**

2. Partnerships:

Partnerships are highly important with the BCCDC. Since most of the business is reliant on the plans of other entities. The list below identifies primary partners, but does not exclude other organizations.

- Bay City Council
- Bay City Planning Commission
- Bay City CVB
- Matagorda County Commissioners
- Matagorda County Drainage District
- MCEDC
- Bay City Independent School District
- Bay City Chamber of Commerce
- Bay City Hospital Board

3. Well-Functioning Plan:

BCCDC should strive to remain consistent with other policies, projects, and proposals from other boards and commissions of the City.

One of the most important factors of this goal would be to establish a funding source through the City's Budget, Capital Improvement Plan, or any other source applicable.

4. Supporting Tools:

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Demographic Analysis
- Capital Improvement Plan
- City's Operating Budget
- City's Vision 2040 Comprehensive Plan
- City Capital Improvement Plan*
- City's Parks Master Plan*

** Represent boards and projects that are not currently established*

2015 Goals:

❖ City Center

- North Downtown Plan
- Explore & Implement creation of Tax-Increment Reinvestment Zone
- Assist with Main Street Board to set design standards with Main Street

❖ Development (Business & Residential)

- Design and implement Business Retention/Expansion programs
- Compatible Housing Development
- Aggressive Industrial and Commercial Recruitment

❖ Park Improvement

- Fund park infrastructure projects

❖ Education

- Expand and continue support for educational opportunities to support surrounding industries.

Bay City Gas Company Board

Vision 2040

City of Bay City - Comprehensive Plan

City Vision Statement:

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

Direction:

1. Guiding Principles:

The city's guiding principles shall be the basic factors for all boards, commissions, and committee's to base their decisions. Proper application of these principles will improve the continuity of all city entities moving into the same direction.

The Bay City Gas Company has been major asset to the City, contributing up to \$400k annually. This contribution has helped the City fund projects and assist proper balance of general fund reserves.

The City acknowledges that the operation of the BC Gas Co. is mutually beneficial to both parties. To further preserve and enhance the gas company, the City shall strive to make any efforts to promote the Bay City Gas Company's interests.

2. Partnerships:

Partnerships are highly important for policies and projects to meet multiple goals and provide mutually beneficial to many different boards and departments. Bay City Gas Company should stay active and involved with the following organizations:

- Bay City Planning Commission
- Bay City Public Works
- Matagorda County Drainage District
- MCEDC

3. Well-Functioning Plan:

Bay City Gas Company should focus that infrastructure plans are consistent with the City's Capital Improvement Plan and the City's long-range goals.

4. **Supporting Tools:**

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Capital Improvement Plan
- City's Operating Budget
- *City's Vision 2040 Comprehensive Plan*

**Represents city boards currently planned for creation in the upcoming years*

2015 Goals:

- ❖ Budget Surplus
- ❖ Preservation/Expansion of Customers
- ❖ Promotion of Bay City Gas Company

Bay City Convention & Visitors Bureau (CVB)

Vision 2040:

City of Bay City - Comprehensive Plan

City Vision Statement:

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

Direction:

1. Guiding Principles:

The City's guiding principles shall be the basic factors for all boards, commissions, and committee's to base their decisions. Proper application of these principles will improve the continuity of all city entities moving into the same direction.

Prosperity of the hotel/motel industry in the City shall be the primary responsibility of the City. While applying this, the CVB should consider other goals such as new events downtown and long-term investments that are compatible with the City's long-range plans.

Sustainability of the CVB should focus on the viability of events, prospective events, and factor in other board goals. Hotel motel tax is regulated by state law that limits revenues to tourism, park projects, and applications of the arts.

CVB can greatly contribute to expanding the health of the community by partnering with other entities. Resources can be very useful when expanding events in the downtown district and achieving other goals of the North Downtown Plan. The CVB should view the downtown as a primary building block and have an extra emphasis on projects, events, or elements applicable that would assist in further establishing the downtown historic square as the social center. Opportunities exist in application of art projects, music events, and the creation venues that could expand the attractiveness and liveliness of Downtown.

2. Partnerships:

Partnerships are very important to the CVB. The funds collected by the Hotel-Motel tax are restricted to spending on tourism, event sponsorship, and applications of community art. The primary role of these funds should be enhancing and supporting projects that involve partnerships with primarily Bay City entities and then surrounding entities.

- Bay City Community Development (CDC)
- Bay City Main Street/Historic Commission
- Bay City Art League
- Bay City Chamber of Commerce

3. Well-Functioning Plan:

Bay City CVB should strive to remain consistent with other policies, projects and proposals from other boards and commissions of the City. The CVB should make strong efforts to expand and create new promotional events and venues that improve the City's ability to attract visitors.

4. Supporting Tools:

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Demographics
- Capital Improvement Plan
- Vision Bay City 2040
- *City's Parks Master Plan City Capital Improvement Plan**

** Represent boards and projects that are currently not established.*

5. Goals:

- ❖ Downtown
 1. Create or Expand events in the downtown
 2. Create or Expand Events in City
- ❖ Bay City Main Street/Historic Commission
 1. Promotion of Bed & Breakfasts in the City of Bay City
 2. Develop Oral History
- ❖ Visitor's Experience
 1. Application of the Arts to Bay City
 2. Exploration Committee - Art Center – Zeinab Ghais, Chairperson

Secondary:

- Marketing Campaign(2016), Improve Visitor's Experience(2016), Develop Oral History of City/County(2016)

Bay City - City Council

Vision 2040:

City of Bay City - Comprehensive Plan

City Vision Statement:

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

Direction:

1. Guiding Principles:

- ✎ The City's guiding principles are adopted by City Council and shall be the basic factors for all boards, commissions, and committees to base their decisions. City Council seeks to encourage all boards, commissions and committees to contemplate these principles when making decisions on projects or policies.

City Council acknowledges that all three principles are strongly linked together and are often dependent on each other. It is the Council's hope to properly direct and utilize all tools to achieve goals identified in the Bay City Vision 2040 comprehensive plan.

City Council shall analyze and make any necessary adjustments needed to ensure that the tools of the City are being most efficiently utilized to achieve the City's long-range plans. Principles should be modified and redefined to fit any changes in the market and/or with city stakeholders.

2. Partnerships:

The City's partnerships are highly important for the successful implementation of the comprehensive plan. The list below identifies primary partners, but should not be used to exclude any partnerships.

- Federal and State Government
- Matagorda County Commissioners
- Bay City Independent School District
- Matagorda County Economic Development Corporation
- Bay City Chamber of Commerce
- Matagorda County Drainage District

3. Well-Functioning Plan:

To apply principles properly, it will take a strong effort to ensure consistent policies through other members of the 2040 plan.

Note that this also includes federal and state policies or programs. Remaining consistent with federal and state policies will assist in grant funding opportunities.

4. Supporting Tools:

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Demographics
- Capital Improvement Plan
- Mayor's Operating Budget
- Mayor's Office Goals
- *City's Parks Master Plan*
- *City's Vision 2040 Comprehensive Plan*
- *City Capital Improvement Plan*

**Italic represent city boards currently planned for creation in the upcoming years*

5. 2015 Goals:

1. City Center
 1. North Downtown Plan
 1. Tax Increment Reinvestment Zone
 2. Election on allowance of Alcohol Sales
 3. Dedicate Downtown District
 2. Public Space Plan – Dedicated
 3. Building Standards – Parking Design/Standards
 4. Historic Preservation
2. Capital Improvement Plan
 1. Street Maintenance – Funding
 2. Transportation Routes
 - a. Nile Valley Road (Funding & Timeline)
3. Boards & Commissions
 1. Creation of Parks Board
 2. Finance Committee
 3. Planning Commission

Secondary:

Downtown Event (2016), 2nd Floor Housing Re-Development (2016),

Bay City - Mayor's Office

Vision 2040:

City of Bay City - Comprehensive Plan

City Vision Statement:

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

Direction:

1. Guiding Principles:

The city's guiding principles shall be the basic components that all city boards, commissions, and committee's base their decisions. Proper application of these principles will improve the continuity of all city entities moving into the same direction. Simply put, they shall serve as a roadmap moving forward with city policy, plan, and projections.

The Mayor's Office acknowledges it must be the driver behind the Bay City Vision 2040 Plan.

The Mayor, or designee, shall work to provide adequate interpretation of the implementation of the 2040 plan.

2. Partnerships:

The partnerships are crucial for implementing the 2040 plan. The Mayor's Office needs help from Council-members as liaisons to provide adequate communication for all partner boards, commissions and committees. The message should be consistent and unified between the Mayor and the Council-member serving as the liaison. If there are any issues with consistency with the interpretation of the City's plan, the subject should be addressed in a future council meeting to gain consensus.

The list below identifies primary partners, but does not exclude other organizations.

- Bay City - City Council
- City Departments
- Bay City Planning Commission
- Bay City Community Development Corporation
- Bay City CVB
- Bay City ISD
- Matagorda County Commissioners
- Matagorda Regional Hospital Board
- Matagorda County Drainage District
- MCEDC
- Bay City Main Street
- Bay City Housing Authority
- Bay City Gas Company Board
- Economic Action Committee

3. **Well-Functioning Plan:**

To apply principles properly, it will take a strong effort to ensure consistent policies through other members of the 2040 plan.

4. **Supporting Tools:**

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Demographics
- Capital Improvement Plan
- City's Operating Budget
- *City's Parks Master Plan*
- *City's Vision 2040 Comprehensive Plan*
- *City Capital Improvement Plan*

**Italic represent city boards currently planned for creation in the upcoming years.*

5. **Directives:**

- ❖ North Downtown
 1. Public Works – Vehicular, Pedestrian, and Cyclist Transportation Routes
 2. Public Works – Explore and Propose Street Design Standards for Downtown
 3. Main Street - Improve Appearance of Downtown
- ❖ Advancement of City Services
- ❖ Application of City Goals in Annual Budget
 1. Capital Improvement Plan – Prioritize needed improvements to facilities, water infrastructure, and any other applicable needs

Secondary:

Implement Downtown Street Standards (2016-17), Creating Volunteer Groups for Elderly Needs (2016-17)

Bay City Planning Commission

Vision 2040:

City of Bay City - Comprehensive Plan

City Vision Statement:

The City's Comprehensive Plan seeks to further develop and enhance the long-term prosperity, sustainability, and health of the City.

Direction:

1. Guiding Principles:

The city's guiding principles shall be the basic factors for all boards, commissions, and committee's to base their decisions. Proper application of these principles will improve the continuity of all city entities moving into the same direction.

The planning commission plays the primary role in the sustainability of the City's comprehensive plan. Through application of the City's guiding principles, the commission should think of the City in terms of available assets, project feasibility, and appropriate avenues to achieve goals. Identifying assets and or any unforeseen challenges to a specific area, the plan or direction for that area should be modified to fit a feasible model.

The planning commission primary role is to keep a balance of the guiding principles.

2. Partnerships:

The planning commission should rely heavily on the Mayor's Office and/or assigned city staff to assist in providing necessary information. The planning commission should also seek to give insight for any action it deems necessary to help achieve city goals.

- Bay City - City Council
- City Departments
- Bay City Planning Commission
- Bay City Community Development Corporation
- Bay City CVB
- Matagorda County Drainage District
- Bay City Main Street
- Bay City Gas Company Board
- Economic Action Committee

3. Well-Functioning Plan:

To apply principles properly, it will take a strong effort to ensure consistent policies through other members of the 2040 plan.

The planning commission must always strive to have the most current list of projects, plans and actions from other boards and commissions of the City. This will be very crucial in policies and plans from being outdated and not followed.

4. Supporting Tools:

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Bay City Vision 2040
- Demographics
- Capital Improvement Plan
- City's Operating Budget
- *City's Parks Master Plan*
- *Regional Drainage Plan**

*Italic represent city boards currently planned for creation in the upcoming years.

5. 2015 Goals:

- ❖ City Center
 1. North Downtown Plan
 - Downtown Drainage Plan
 - Parking Standards
 2. Transportation Routes
 3. Design Standards
- ❖ Regional Drainage Plan
 1. City-Wide Drainage Plan (15-16)
- ❖ Transportation (City-Wide)
 1. Designate alternative transportation routes through city (15)
 - Implemented through CIP
- ❖ Land Use Standards
 1. Dedicated Park Standards – Residential
 - Pedestrian Sheds
 2. Parking – New Development
- ❖ Periodically Review and Update Development Process
 1. Currently Underway

Secondary:

Explore any need for Zoning Ordinance (16), Neighborhood Integrity (16), Signage (16), Pedestrian / Cycling Historic Route (16), Develop loop around city (16)

Bay City Main Street

Vision 2040:

City of Bay City - Comprehensive Plan

City Vision Statement:

The City's Comprehensive Plan seeks to further develop and enhance the long-term prosperity, sustainability, and health of the City.

Direction:

1. Guiding Principles:

The city's guiding principles shall be the basic factors for all boards, commissions, and committee's to base their decisions. Proper application of these principles will improve the continuity of all city entities moving into the same direction.

Bay City Main Street is recognized as a primary pillar of Bay City. The historic square and cluster of local businesses serve as the social and economic hub of the City. Bay City's downtown demonstrates the proud history that Bay City has had.

2. Partnerships:

Bay City Main Street should work to partner with other entities and departments in the City.

- Bay City - City Council
- Bay City Planning Commission
- Bay City Community Development Corporation
- Bay City CVB
- Bay City Gas Company

3. Well-Functioning Plan:

Bay City Main Street should seek to implement projects and policies that contemplate actions and future plans of other departments and boards of the City.

The planning commission must always strive to have the most current list of projects, plans and actions from other boards and commissions of the City. This will be very crucial in preventing policies and plans from becoming outdated and not followed.

4. Supporting Tools:

Application of these tools will be vital to delivering and implementing a consistent product. These tools and documents are not listed in any order.

- Bay City Vision 2040
- Capital Improvement Plan
- City's Operating Budget
- City's Parks Master Plan
- Regional Drainage Plan*

*Italic represent city boards currently planned for creation in the upcoming years

6. 2015 Goals:

- ❖ Improve the Appearance of Downtown
- ❖ Conduct Regular Events Downtown
- ❖ Utilize Historic Assets



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2910

AGENDA ITEM (ID # 2910)

**~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON A
PERFORMANCE UPDATE ON THE CITY'S LEGAL COUNSEL.**

This agenda item was requested by Councilman Jason Childers. Please provide the City Council with billing documentation to date and ask them what they have billed for October if they haven't billed us yet? I'd like for them to be aware of this and have the opportunity to support the level of service they have provided, but would like it in an email as I do not want to pay them for travel time, phone time or time pay for a ton of time it would take to defend their performance.

I think it would be beneficial for them to itemize the hours they have billed us for the TIRZ 1, 2 & 3 Work/Review that offered us poor counsel in which we need to go back and have corrected, reworked, re-reviewed and done correctly.

COMMENTS - Current Meeting:

Councilman Jason Childers requested the City get RFQ to compare legal fees... local, etc. Councilwoman Becca Sitz agreed. Finance Director, Scotty Jones will get RFQ's.



City of Bay City
Tax Increment Reinvestment Zone
#1

<u>Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice #</u>	<u>Amount</u>
3/22/2017	169174	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12382	\$ 331.50
3/27/2017	169306	David Pettit Economic Development, LLC	TIRZ Admin	DPD15.10-12	\$ 1,725.00
4/18/2017	169613	David Pettit Economic Development, LLC	TIRZ Admin	DPD15.10-13	\$ 75.00
4/18/2017	169613	David Pettit Economic Development, LLC	Pre Discussions Regarding TIRZ	DPD15-10	\$ 225.00
4/18/2017	169616	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12436	\$ 1,267.50
5/25/2017	170168	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12517	\$ 136.50
7/11/2017	171006	David Pettit Economic Development, LLC	TIRZ Admin	DPD15.10-4	\$ 137.50
8/1/2017	171508	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12581	\$ 253.50
9/18/2017	172300	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12792	\$ 203.50
9/28/2017	172417	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12856	\$ 296.00
9/30/2017	173024	DNRBH&Z, P.C. (Attorneys)	TIRZ 1- Legal	12912	\$ 111.00
Total Due:					<u>\$ 4,762.00</u>
				\$ 2,599.50	
				\$ 2,162.50	
				<u>\$ 4,762.00</u>	



City of Bay City
Tax Increment Reinvestment Zone
#2

<u>Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice #</u>	<u>Amount</u>
3/22/2017	169174	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12383	\$ 331.50
3/27/2017	169306	David Pettit Economic Development, LLC	TIRZ Admin	DPD15.10-12	\$ 1,725.00
4/18/2017	169613	David Pettit Economic Development, LLC	TIRZ Admin	DPD15.10-13	\$ 75.00
4/18/2017	169613	David Pettit Economic Development, LLC	Pre Discussions Regarding TIRZ	DPD15-10	\$ 225.00
4/18/2017	169616	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12437	\$ 877.50
5/25/2017	170168	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12518	\$ 136.50
7/11/2017	171006	David Pettit Economic Development, LLC	TIRZ Admin	DPD15.10-4	\$ 137.50
8/1/2017	171508	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12539	\$ 351.00
8/1/2017	171508	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12582	\$ 273.00
9/18/2017	172300	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12793	\$ 636.00
9/28/2017	172417	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12857	\$ 869.50
9/30/2017	173024	DNRBH&Z, P.C. (Attorneys)	TIRZ 2- Legal	12913	\$ 111.00
Total Due:				\$	<u><u>5,748.50</u></u>
DNRBH&Z, P.C. (Attorneys)			\$	3,586.00	
David Pettit Economic Development, LLC			\$	2,162.50	
			\$	<u><u>5,748.50</u></u>	



City of Bay City
Tax Increment Reinvestment Zone
#3

<u>Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice #</u>	<u>Amount</u>
3/22/2017	169174	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12384	\$ 1,306.00
4/18/2017	169616	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12438	\$ 391.00
5/25/2017	170168	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12519	\$ 17.00
8/17/2017	171790	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12697	\$ 585.00
9/18/2017	172300	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12794	\$ 37.00
9/28/2017	172417	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12858	\$ 684.50
9/30/2017	173024	DNRBH&Z, P.C. (Attorneys)	TIRZ 3- Legal	12914	\$ 2,534.50
Total Due:				\$	5,555.00



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 2926)

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Personnel
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2926

**~ PURSUANT TO SEC. 551.074 OF THE TEXAS
GOVERNMENT CODE (PERSONNEL MATTERS) CITY
COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO
DELIBERATE ON THE APPOINTMENT, EMPLOYMENT,
EVALUATION, AND DUTIES OF THE CITY ATTORNEY.**

COMMENTS - Current Meeting:

Council members and Mayor Bricker met in Executive session.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 2927)

Meeting: 12/07/17 03:30 PM
Department: City Secretary
Category: Personnel
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2927

**~ CITY COUNCIL SHALL RECONVENE IN OPEN SESSION
AND MAY DISCUSS, CONSIDER, AND/OR TAKE ACTION ON
ANY ITEM LISTED ABOVE THAT WAS CONSIDERED AND
DISCUSSED IN EXECUTIVE SESSION (IF NECESSARY).**

COMMENTS - Current Meeting:

No Action