



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, February 13, 2024 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Blayne Finlay

Council Members: Benjamin Flores, Bradley Westmoreland, Becca Sitz, Jim Folse

Vision Statement

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

AGENDA

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

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

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Mayor Pro Tem Blayne Finlay

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Mayor Pro Tem Blayne Finlay

APPROVAL OF AGENDA**PUBLIC COMMENTS**

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

ITEMS, COMMENTS, AND/OR ACKNOWLEDGEMENTS FROM CITY MANAGER**ITEMS / COMMENTS FROM THE MAYOR AND COUNCIL MEMBERS****CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

1. Lease renewal between the City of Bay City and Bay City Community Development for property located at 1100 7th Street.
2. City Council Regular meeting minutes of January 9, 2024.

DEPARTMENT REPORTS

3. Receive the H-GAC Parks and Natural Areas Special Recognition Award for the Riverside Tree Giveaway.
4. Library 1st Quarter Report and Updates

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

5. Property ~ Discuss, consider, and/or approve a declaration of unusable equipment and furniture as surplus and authorize Library Director to dispose of said equipment and furniture through use of online auction or other means. Samantha Denbow, Library Director
6. Resolution ~ Discuss, consider, and/or approve a Resolution authorizing the City of Bay City Community Development Corporation to enter into a performance agreement which provides economic incentives to 3D Efficiencies LLC, DBA Fit For Life for the expansion of Fit For Life in Bay City, Texas and providing incentives not to exceed a total amount of \$80,000.00 over the five year term of the agreement (First Reading). Jessica Russell, BCCDC Executive Director
7. Report ~ Discuss, consider, and/or approve the Police Department Annual Report and Racial Profiling Report for 2023. Christella Rodriguez, Chief of Police
8. Resolution ~ Discuss, consider, and/or approve a Resolution authorizing a multiple use agreement between the City of Bay City and TxDOT authorizing Flock Safety to install automated License Plate Readers along TxDOT rights-of-way. Lieutenant Clayton Ryman, Police Department

- 9. Property ~ Discuss, consider, and/or approve a declaration of unusable equipment and lights as surplus and authorize the Interim Director of Parks and Recreation to dispose of said equipment and lights through use of salvage or other means. Kelly Penewitt, Interim Parks & Rec Director**
- 10. Contract ~ Discuss, consider, and/or approve completing the lighting project at Hardeman Park Soccer Field by approving a change order to K.B. Electric and purchasing the materials directly through Musco. Scotty Jones, Interim City Manager**
- 11. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment Tina Israel and the re-appointment of DC Dunham, Samantha Denbow, Bryan Prochnow, Craig Hlavinka, William Cornman, and James Folse to Board of Directors to Reinvestment Zone Number One (1), City of Bay City, Texas. Scotty Jones, Interim City Manager**
- 12. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment Tina Israel and the re-appointment of DC Dunham, Samantha Denbow, Bryan Prochnow, Craig Hlavinka, William Cornman, and James Folse to Board of Directors to Reinvestment Zone Number One (1), City of Bay City, Texas. Scotty Jones, Interim City Manager**
- 13. Appointment ~ Consider and/or approve the appointment of William Cornman as Chairman to the TIRZ #1 and TIRZ #2 Boards. Mayor Robert K. Nelson**
- 14. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment James Folse, Samantha Denbow, County Commissioner E. "Bubba" Cook, County Commissioner Mike Estlinbaum and the re-appointment of DC Dunham, and Bryan Prochnow to Board of Directors to Reinvestment Zone Number Three (3), City of Bay City, Texas. Scotty Jones, Interim City Manager**
- 15. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the re-appointment of James Folse, Jessica Russell, Bryan Prochnow and Craig Hlavinka to Board of Directors to Reinvestment Zone Number Four (4), City of Bay City, Texas. Scotty Jones, Interim City Manager**
- 16. Appointment ~ Consider and/or approve the appointment of James Folse as Chairman to the TIRZ #3 and TIRZ #4 Boards. Mayor Robert K. Nelson**
- 17. Report ~ Discuss, consider, and/or approve the City's Quarterly Financial and Investment Report for quarter ending December 31, 2023. Scotty Jones, Interim City Manager**
- 18. Ordinance ~ Discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas, amending Chapter 2 or the City's Code of**

Ordinances to change the meeting date and time providing for a cumulative & conflict clause; providing for severability and the repeal of conflicting ordinances; and providing an effective date. Anne Marie Odefey, City Attorney

CLOSED / EXECUTIVE SESSION

- 19. Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
- 20. Executive Session pursuant to the Texas Government Code Section 551.087 to discuss economic development negotiations.**
- 21. Executive Session pursuant to Section 551.071(1) of the Texas Government Code (Consultation with Counsel on Legal Matters)**
- 22. Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: City Manager**

RECONVENE AND ACTION

ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER

ADJOURNMENT

AGENDA NOTICES:

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

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, February 9th, 2024 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.



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

AGENDA ITEM SUBMISSION FORM

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

Requestor Name: Scotty Jones **Date Submitted:** 2-6-24
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 2-13-24
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Interim City Manager
For City Staff Only

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

Agenda Content:

Approval of BCCDC Lease

Executive Summary of Item:

The BCCDC lease with the City expired on December 31, 2023. This a 5-year lease that was presented and approved by the BCCDC Board on January 29, 2024.

Recommendation: Staff recommends City Council approve the BCCDC Lease.

Attachment: BCCDC Lease

LEASE AGREEMENT

STATE OF TEXAS COUNTY OF MATAGORDA	§ § §	KNOW ALL PERSONS BY THESE PRESENTS:
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This Lease Agreement (hereinafter called "LEASE") is made by and between the City of Bay City, Texas, a Texas municipal corporation located in Matagorda County, Texas (hereinafter called "CITY"), acting by through its Mayor and Bay City Community Development Corporation, a Type B Economic Development Corporation acting by and through its Board of Directors (herein called "TENANT").

WITNESSETH:

1. DEMISE OF PREMISE

- 1.1. CITY, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed and observed by TENANT, does hereby lease and, demise to TENANT and TENANT does hereby rent and accept from CITY a portion of the real property and improvements owned by CITY described as and located at 1100 7th Street, Bay City, Matagorda County, Texas, 77414. The rental space is approximately 4,292 square feet (See Exhibit A).
- 1.2. **CONDITION TO USE:** The CITY reserves the right to enter the LEASED PREMISES at reasonable hours and, if, in the opinion of the CITY, an emergency exists requiring immediate action, at any time, to inspect, to make replacements, repairs or restorations, and to carry out any work or activities in connection with the protection of the public health, safety and welfare, or the preservation of the LEASED PREMISES. TENANT acknowledges the above reservation by CITY and agrees to respect and be subordinate to same. Reasonable notice shall be construed as giving notice the day before the CITY proposes to enter the LEASED PREMISES, except for an emergency, which will not require notice.

2. USE AND OF LEASED PREMISES

- 2.1. The LEASED PREMISES as shown in Exhibit A shall be used for the sole purpose of business activities relating to Bay City Community Development Corporation. The LEASED PREMISES shall be used for no other purpose. CITY represents that the LEASED PREMISES may lawfully be used for such purposes.

3. TERM AND TEMINATION

- 3.1. **Initial Term.** The initial term of this LEASE shall commence on the 1st day of January 2024, and shall end on the 31st day of December 2024.

- 3.2. **Renewal Term.** This lease is subject to renewal annually for four (4) additional one-year terms, beginning on January 1, 2025, and collectively concluding on December 31, 2028 (each a “Renewal Term”) by the mutual consent of the parties to such renewal and pursuant to any revised terms as agreed by the parties. To exercise the Renewal Term, Tenant shall give City 120 days advance written notice of Tenant’s intent to renew.

4. IMPROVEMENTS BY TENANT, ACCEPTANCE AND CONDITION OF LEASED PREMISES

- 4.1. TENANT has had full opportunity to examine the LEASED PREMISES and acknowledges that there is in and about them nothing dangerous to life, limb or health. TENANT's taking possession of the LEASED PREMISES shall be conclusive evidence of TENANT's acceptance thereof and TENANT hereby accepts said LEASED PREMISES as being in good and satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which leased. CITY specifically disclaims any warranty of suitability for TENANT's intended commercial purposes of TENANT.
- 4.2. TENANT agrees that no representations respecting the condition of the LEASED PREMISES and no promises to construct, alter, repair, or improve same, either before or after the execution hereof, have been made by CITY or its agents, to TENANT unless the same are contained herein or made a part hereof by specific reference herein.
- 4.3. TENANT understands and agrees that all personal property placed by TENANT upon the LEASED PREMISES is at the sole risk and expense of TENANT and that CITY shall not be liable to TENANT or to any other person or party for loss, theft, vandalism, or damage or injury to person or property.

5. RENTAL

- 5.1. **Rent paid by Tenant.** In consideration of this Lease, the Tenant agrees to pay rent of \$1.26 per square foot or \$5,412.00 rent per month commencing January 1, 2024 for the remainder of Calendar Year (“CY”) 2024. This rent is inclusive of water, sewer, trash, and electricity. For each renewal term after December 31, 2024, Tenant agrees to pay rent per month plus the *lesser* of \$100 or the most recent published Municipal Cost Index for each year thereafter.
- 5.2. Rent is due on the 1st day of each month and shall be paid to:

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

6. MAINTENANCE OF LEASED PREMISES

- 6.1. TENANT shall, at all times, keep or cause to kept, the LEASED PREMISES 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.
- 6.2. Other than as provided herein, TENANT shall be responsible for the condition of the LEASED PREMISES. TENANT shall repair any damage to the LEASED PREMISES caused by TENANT, and shall maintain, or caused to be maintained, the LEASED PREMISES in a clean, neat, attractive, and sanitary condition, including groundskeeping and landscape maintenance pursuant to CITY standards.
- 6.3. TENANT shall be responsible for the repair, replace, and maintain any part of the LEASED PREMISES that CITY is not obligated to repair, replace, or maintain, normal wear excepted.
- 6.4. TENANT shall be responsible for extermination and pest control, excluding wood-destroying insects.
- 6.5. CITY shall be responsible to repair, replace, and maintain the (a) roof, (b) foundation, (c) and structural soundness of the exterior walls, including windows and doors, unless negligently or intentionally caused by Tenant.
- 6.6. TENANT will, at the termination of this LEASE, return the LEASED PREMISES 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.
- 6.7. TENANT agrees to hold CITY harmless for any theft, damages or destruction of signs, goods and/or other property of TENANT both during the term of the LEASE and as so left on the LEASED PREMISES after TENANT vacates the LEASED PREMISES. If said signs, goods, and any other property placed by TENANT upon the LEASED PREMISES are not removed by it within thirty (30) days after the LEASED PREMISES are vacated, then the CITY may remove same without further notice or liability therefore.
- 6.8. CITY'S RESERVATIONS: CITY reserves the right from time to time, to install, maintain, repair and replace utility lines, and wires passing through the LEASED PREMISES. Any such maintenance, repair, or replacement shall be placed in locations which shall not unreasonably interfere with TENANT's use of the LEASED PREMISES, and shall be carried out to the extent possible so as to minimize inconvenience or disruption of TENANT's business.

7. TAXES AND LICENSES

- 7.1 This section has been intentionally omitted.

8. COVENANTS OF TENANT AND CITY

- 8.1 In addition to the covenants expressed within other articles of this LEASE, TENANT covenants and agrees as follows:
- 8.1.1 Obey (a) all applicable laws relating to the use, condition, and occupancy of the LEASED PREMISES, and (b) any requirements imposed by utility companies serving or insurance companies covering the LEASED PREMISES.
 - 8.1.2 Pay monthly, in advance, on or before the 1st day of the month, the base rent to CITY at CITY's address.
 - 8.1.3 Allow CITY to enter the LEASED PREMISES to perform CITY's obligations, inspect the LEASED PREMISES, and show the LEASED PREMISES to prospective purchasers or tenants.
 - 8.1.4 Submit in writing to CITY any request for repairs, replacement, and maintenance that are the obligations of CITY.
 - 8.1.5 Vacate the LEASED PREMISES on the last day of the Term.
 - 8.1.6 Not to use the LEASED PREMISES for any purpose other than the permitted use.
 - 8.1.7 Not to permit any waste to accumulate upon the LEASED PREMISES.
 - 8.1.8 Not to use the LEASED PREMISES in any way that would void insurance insuring CITY and/or the LEASED PREMISES.
 - 8.1.9 Not to change CITY's lock system.
 - 8.1.10 Not to alter the LEASED PREMISES without Landlord's express written permission.
 - 8.1.11 Allow a lien to be placed on the LEASED PREMISES nor bind or attempt to bind CITY for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on or about the LEASED PREMISES.
 - 8.1.12 Not to make repairs or permanent improvements without permission from CITY.
- 8.2 In addition to the covenants expressed within other articles of this LEASE, CITY covenants and agrees as follows:
- 8.2.1 Lease to TENANT the LEASED PREMISES for the entire term beginning on the commencement date and ending on the termination date.
 - 8.2.2 Deliver the LEASED PREMISES to TENANT in its present condition 'AS IS,' and represent to TENANT that the LEASED PREMISES is currently suitable for the permitted use.

- 8.2.3 Allow TENANT to put up a sign in front of building subject to local ordinance.
 - 8.2.4 Not to interfere with TENANT's possession of the LEASED PREMISES as long as TENANT is not in default.
 - 8.2.5 Not to unreasonably withhold consent to a proposed assignment or sublease.
 - 8.2.6 Not to unreasonably withhold authorization for installation of additions and/or improvements to the LEASED PREMISES.
 - 8.2.7 Provide electricity, water, sewer and trash services.
- 8.3. In addition to the covenants expressed within other articles of this LEASE, CITY and TENANT agree to the following
- 8.3.1 CITY's police, code enforcement officers and other safety personnel shall have the right of entry on and into the LEASED PREMISES as needed to investigate any circumstances, conditions, or person that may appear to be suspicious. TENANT expressly understands and agrees that CITY has not agreed to act and does not act as an insurer of TENANT's property and does not guarantee security against theft, vandalism, or injury of whatever nature and kind to persons or property.
 - 8.3.2 Any physical additions or improvements to the LEASED PREMISES made by TENANT will become the property of CITY. CITY may require that Tenant, at the end of the term and at TENANT's expense, remove any physical additions and improvements, repair any alterations, and restore the LEASED PREMISES to the condition existing at the commencement date, normal wear excepted. Prior to any additions and/or improvements to the LEASED PREMISES, TENANT will seek written authorization for such changes from CITY.
 - 8.3.3 TENANT's covenant to pay rent and CITY's covenants are independent. Except, as otherwise provided, TENANT will not be entitled to abate rent for any reason.
 - 8.3.4 If the LEASED PREMISES cannot be used for the purposes contemplated by this LEASE because of condemnation or purchase in lieu of condemnation, this LEASE will terminate. If there is a partial condemnation or purchase in lieu of partial condemnation, CITY, at CITY's sole discretion, may terminate the LEASE in-full or modify the LEASE and rent as may be fair and reasonable, so long as the permitted use is not frustrated by such partial condemnation. TENANT will have no claim to the condemnation award or proceeds in lieu of condemnation.

9. DEFAULTS AND TERMINATION

- 9.1 The following events shall be deemed to be events of default by TENANT under this LEASE:

- 9.1.1 TENANT shall fail to pay any installment of rent as provided for in this LEASE and such failure shall continue for a period of ten (10) days following receipt of written notice of failure to pay any installment of rent when due and owing.
 - 9.1.2 TENANT shall fail to comply with any term, provision or covenant of this LEASE, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to TENANT.
 - 9.1.3 TENANT deserts or vacates all or any part of the LEASED PREMISES; TENANT will be deemed to have deserted or vacated the LEASED PREMISES if, by any method or manner whatever or if TENANT assigns, transfers, sells or sublets its interest or right to the LEASED PREMISES without the prior written consent of the CITY.
 - 9.1.4 The taking by a court of competent jurisdiction of TENANT and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.
 - 9.1.5 Upon the occurrence of an event of default as heretofore provided, CITY may, at its option, declare this LEASE and all rights and interests created by it to be terminated. Upon CITY electing to terminate, this LEASE shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. CITY, its agents or attorney, may resume possession of the LEASED PREMISES and relet the same for the remainder of the original term at the best rent CITY, its agents, or attorney, may obtain for the account of TENANT, who shall make good any deficiency.
- 9.2 Upon the occurrence of an event of default, CITY shall be entitled to terminate this LEASE and CITY shall have no further obligation hereunder.
- 9.3 Any termination of this LEASE as herein provided shall not relieve TENANT from the payment of any sum or sums that shall then be due and payable or become due and payable to CITY hereunder, or from any claim or claims for damages then or theretofore accruing against TENANT hereunder, or any such sum or sums or claim for damages pursuant to any remedy provided for by law or in equity, or from recovering damages from TENANT for any default thereunder. All rights, options and remedies of CITY contained in this LEASE shall be cumulative of the other, and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this LEASE. No waiver by CITY of a breach of any of the covenants, conditions, or restrictions of this LEASE shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition, or restriction herein contained.
- 9.4 Upon any such expiration or termination of this LEASE, TENANT shall quit and peacefully surrender the LEASED PREMISES to CITY, and CITY, upon, or at any time after, such termination or expiration may, without further notice, enter upon and reenter the LEASED PREMISES and possess and repossess itself thereof, by

force, summary proceedings, ejectment or otherwise, and may dispossess TENANT and remove TENANT and all other persons and property from the LEASED PREMISES. Any property left on the LEASED PREMISES shall be deemed abandoned and CITY may dispose of same without further legal action by CITY or liability to TENANT therefore.

10. INDEMNIFICATION

- 10.1 TENANT 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 or 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 directly or indirectly arising out of, resulting from or related to TENANT's activities under this LEASE, including any acts or omissions of TENANT, any agent, officer, director, representative, employee, consultant or subcontractor of TENANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE. 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 TENANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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. TENANT shall promptly advise the CITY in writing of any claim or demand against the CITY or TENANT known to TENANT related to or arising out of TENANT's activities under this CONTRACT.

11. INSURANCE REQUIREMENTS

- 11.1 TENANT to Reimburse for Insurance. TENANT shall reimburse CITY for property insurance.
- 11.2 **Rental Insurance.** The CITY is not responsible for property owned by the TENANT.

12. FIRE AND OTHER CASUALTY

- 12.1. In the event that the LEASED PREMISES hereby leased, or the building of which the same is a part, shall be partially damaged by fire, the elements, civil disorder, or other casualty, the LEASED PREMISES shall be repaired at the expense of the CITY without unreasonable delay unless the CITY, at its sole discretion, determines that the damage is so extensive that repair or rebuilding is not practical. In such event, then, at the option of the CITY, and upon notice to TENANT, this LEASE shall cease and come to an end and the rent shall be apportioned and paid up to date of such damage.
- 12.2. The CITY'S obligation to rebuild or repair shall be limited to the extent of insurance proceeds available to the CITY for such rebuilding or repair.

13. HOLDING OVER

- 13.1. This section has been intentionally omitted.

14. ASSIGNMENT

- 14.1. TENANT shall not assign the LEASE and business conducted on the LEASED PREMISES or any interest therein without first obtaining the written consent of CITY, which consent shall not be unreasonably withheld, and which consent will be evidenced by passage of a CITY resolution, approving same.
- 14.2. **Subletting.** TENANT shall not sublet the LEASED PREMISES or any interest therein without the consent of the CITY. If TENANT sublets any part of the leased premises, TENANT will be responsible for and liable for all TENANT'S obligations under this lease regardless of whether the assignment or sublease is made with or without consent of the CITY. No sublease shall exceed the TENANT'S lease term.

15. CONFLICT OF INTEREST

- 15.1. TENANT acknowledges that it is informed that Texas Law prohibits contracts between the CITY and any local public official (hereinafter called "OFFICIAL"), such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the OFFICIAL has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.
- 15.2. TENANT warrants and certifies, and this LEASE is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY or any of its agencies such as CITY owned utilities.

16. SEVERABILITY

- 16.1. If any clause or provision of this LEASE is illegal, invalid or unenforceable under present or future laws effective during the term of this LEASE, then and in that event it is the intention of the parties hereto that the remainder of this LEASE shall not be affected thereby, and it is also the intention of the parties to this LEASE that in lieu of each clause or provision of this LEASE that is illegal, invalid or unenforceable, there be added as a part of this LEASE a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

17. AMENDMENT

- 17.1. This LEASE, together with the authorizing resolution, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this LEASE shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

18. NOTICES

- 18.1. Notices to CITY required or appropriate under this LEASE shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

City Manager
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

- 18.2. Notices to TENANT shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to TENANT at:

Bay City Community Development Corporation
1112 7th Street
Bay City, TX 77414

19. RELATIONSHIPS OF PARTIES

- 19.1. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationships between the parties hereto other than that of CITY and TENANT.

20. TEXAS LAW TO APPLY

20.1. THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HERE UNDER ARE PERFORMABLE IN MATAGORDA COUNTY, TEXAS.

21. CAPTIONS

21.1. The captions contained in this LEASE are for convenience of reference only and in no way limit or enlarge the terms and conditions of this LEASE.

22. AUTHORITY

22.1. If the signer of this LEASE is an entity or other than an individual who is the TENANT, then the signer hereof for TENANT hereby represents and warrants that he or she has full authority to execute this LEASE on behalf of TENANT.

IN WITNESS WHEREOF, we have affixed our signatures this 2nd day of Feb, 2024.

The City of Bay City, Texas

Robert K. Nelson, Mayor

(seal)

Attest:

Jeanna Thompson, City Secretary

Tenant

Alisha Cornett

Alisha Cornett, BCCDC President

Attest:

By:

Jenice Russell
(Print Name)

FIRST HEIGHTS BANK, fsb
1100 SEVENTH STREET
BAY CITY, TEXAS

ISSUED FOR CLIENT APPROVAL	DATE 5/27/
ISSUED FOR BIDDING	DATE
ISSUED FOR PERMIT	DATE
ISSUED FOR CONSTRUCTION	DATE
APPROVED BY CLIENT	

REVISIONS		
DATE	DESCRIPTION	DATE

279.5'

117

87.5

279.5'

118

515'

118

114.75'

118

316.87'

371'

108

30'

226.6'

107

Approx. 4,292 sf

101

WC-V/ED

WC-V/ED

106

F-1

105

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CITY OF BAY CITY

MINUTES • JANUARY 09, 2024

**COUNCIL
CHAMBERS | 1901
5th Street**

City Council Regular Meeting

6:00 PM

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



Mayor

Robert K. Nelson

Mayor Pro Tem

Blayne Finlay

Councilman

Jim Folse

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilman

Benjamin Flores

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 6:00 p.m.

PRESENT

Mayor Robert K. Nelson
Mayor Pro Tem Blayne Finlay
Councilman Benjamin Flores
Councilman Jim Folse
Councilman Brad Westmoreland
Councilwoman Becca Sitz

INVOCATION & PLEDGE

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

Councilman Bradley Westmoreland

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Councilman Bradley Westmoreland

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

There were no public comments.

ACKNOWLEDGEMENT FROM CITY MANAGER**1. Introduction of new Police Officers**

Chief Christella Rodriguez introduced and provided bios for two new officers Braeden Foytik and Ryan Salcedo. Chief Rodriguez also announced Chris Hadash's promotion to Lieutenant.

2. TIRZ Board Member resignation

Shawna Burkhart, City Manager, stated that Julie Estlinbaum has resigned from the TIRZ Boards and asked Council to contemplate who they would like to be on the Board.

ITEMS / COMMENTS FROM THE MAYOR AND COUNCIL MEMBERS

Councilman Flores stated he attended the new officers swearing in and also participated in the Polar Plunge event. Councilwoman Sitz stated that Mad Island might make the number one on annual bird count again. Councilman Folse reminded council that Monday is Martin Luther King Day and Friday the 19th is the Crisis Center Chicken Fried Steak dinner. Councilman Westmoreland requested an update on property designated as surplus. Mayor Nelson read the City's Vision Statement and would like citizens to be involved, adding that we need volunteers.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

- 3. City Council Workshop meeting minutes of December 12, 2023.**
- 4. City Council Regular meeting minutes of December 12, 2023.**

Motion made by Mayor Nelson to approve the consent itmes, Seconded by Mayor Pro Tem Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 5. Contract ~ Discuss, consider, and/or approve the Contract Work Order No. 10 with Garver, LLC for Arsenic Treatment and Facility Rehabilitation detailed design and bidding phase services for the 6th Street and I Avenue Water Treatment Plant.** Herb Blomquist, Public Works Director

Herb Blomquist, Public Works Director, presented the contract. Councilman Westmoreland asked if engineering services was normal and Mr. Blomquist stated that it is and listed type projects that require engineering services especially when using Federal Funds. Don Olsen, Garver, provided a presentation of the project and time line. Shawna Burkhart, City Manager, added that this did not include construction.

Motion made by Councilman Flores to approve the Contract Work Order No. 10 with Garver, LLC for Arsenic Treatment and Facility Rehabilitation, Seconded by Councilman Westmoreland.

Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

- 6. Contract ~ Discuss, consider, and/or approve extending the contract with Prosperity Bank.** Scotty Jones, Assistant City Manager

Shawna, City Manager, presented stating that this was a two year extension.

Motion made by Mayor Pro Tem Finlay to approve extending the contract with Prosperity Bank, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

7. **Ordinance ~ An Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024A (CWSRF); Authorizing Execution And Delivery Of A Paying Agent/Registrar Agreement And An Escrow Agreement Relating To Such Certificates; Prescribing The Form Of Said Certificates; Levying A Tax And Pledging Surplus Revenues Of The Water And Sewer System In Payment Thereof; And Enacting Other Provisions Relating Thereto.** Scotty Jones, Assistant City Manager

James Guilley, US Capital Advisor, reviewed the four ordinances presented, stating that 2024D was the more recent to include the arsenic treatment. Annual payment is fixed and no prepayment in first ten years.

Motion made by Councilwoman Sitz to approve the Ordinance Authorizing the issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024A (CWSRF);, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried and Council was polled.

8. **Ordinance ~ An Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024B (DWSRF); Authorizing Execution And Delivery Of A Paying Agent/Registrar Agreement And An Escrow Agreement Relating To Such Certificates; Prescribing The Form Of Said Certificates; Levying A Tax And Pledging Surplus Revenues Of The Water And Sewer System In Payment Thereof; And Enacting Other Provisions Relating Thereto.** Scotty Jones, Assistant City Manager

Motion made by Councilman Westmoreland to approve the Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024B (DWSRF), Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried and Council polled.

9. **Ordinance ~ An Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024C (DWSRF); Authorizing Execution And Delivery Of A Paying Agent/Registrar Agreement And An Escrow Agreement Relating To Such Certificates; Prescribing The Form Of Said Certificates; Levying A Tax And Pledging Surplus Revenues Of The Water And Sewer System In Payment Thereof; And Enacting Other Provisions Relating Thereto.** Scotty Jones, Assistant City Manager

Motion made by Councilman Folse to approve the Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024C (DWSRF), Seconded by Mayor Pro Tem Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried and Council polled.

- 10. Ordinance ~ An Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024D (DWSRF); Authorizing Execution And Delivery Of A Paying Agent/Registrar Agreement And An Escrow Agreement Relating To Such Certificates; Prescribing The Form Of Said Certificates; Levying A Tax And Pledging Surplus Revenues Of The Water And Sewer System In Payment Thereof; And Enacting Other Provisions Relating Thereto.** Scotty Jones, Assistant City Manager

Motion made by Mayor Nelson to approve the Ordinance Authorizing the Issuance of the City Of Bay City, Texas, Tax And Surplus Revenue Certificates Of Obligation, Series 2024D (DWSRF), Seconded by Councilman Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried and Council was polled.

- 11. Resolution ~ A Resolution by the City Council Of The City Of Bay City, Texas Approving A Principal Forgiveness Agreement With The Texas Water Development Board And Authorizing The Mayor As The Designated Representative Of The City To Execute The Principal Forgiveness Agreement; And Approving Other Matters Related Thereto.** Scotty Jones, Assistant City Manager

Motion made by Councilwoman Sitz to approve the Resolution by the City Council Of The City Of Bay City, Texas Approving A Principal Forgiveness Agreement With The Texas Water Development Board, Seconded by Mayor Pro Tem Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

CLOSED / EXECUTIVE SESSION

Council adjourned and went into Executive Session at 6:44 p.m.

- 12. Executive Session pursuant to Section 551.071 of the Texas Government Code (Consultation with Counsel on Legal Matters)**

RECONVENE AND ACTION

Council reconvened at 7:02 p.m. and took no action on item #13.

ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER

Shawna Burkhart announced city offices closed Monday for the holiday. Councilwoman Sitz requested street sweeper on highway 35. Mayor Pro Tem Finlay asked about old landmark

building and Ms. Burkhart replied that they have been asked to provide us an engineered stamp drawing.

ADJOURNMENT

Motion made by Councilman Flores to adjourn, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried and Council adjourned at 7:04 p.m.

PASSED AND APPROVED, this 13th day of February 2024.

ROBERT K. NELSON, MAYOR

CITY OF BAY CITY, TEXAS

JEANNA THOMPSON

CITY SECRETARY



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

AGENDA ITEM SUBMISSION FORM

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

Requestor Name: Penewitt, Kelly **Date Submitted:** 02/08/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 2/13/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Interim Director of Parks and Recreation
For City Staff Only

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

Agenda Content:

Receive the H-GAC Parks and Natural Areas Special Recognition Award for the Riverside Tree Giveaway.

Executive Summary of Item:

Scenic Texas and Bay City Parks and Recreation partnered to give away 2,000 (35 gallon) trees to residents to plant as a part of Scenic Texas' 1 Million Trees Across Texas Initiative.

1,200 trees were distributed to residents from all over the city in January of 2023 and 800 trees were planted in parks and the along the Southern Pacific Trail. Trees were donated by Moon Valley Nurseries.

H-GAC established the Parks and Natural Areas Awards in 2006 to highlight best practices and innovative approaches to parks planning and implementation. H-GAC honors projects in the categories of Projects Over \$500,000, Projects Under \$500,000, Planning Process/Policy Tools, and Programming.



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Requestor Name: Denbow, Samantha **Date Submitted:** 1/30/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 2/13/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Library Director
For City Staff Only

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

Agenda Content:

Report: Library Quarterly Report and Updates

Executive Summary of Item:

Report of the October to December 2023 events and upcoming projects.

Bay City Public Library FY24 Quarterly Report – First Quarter

Main Branch Statistics	Quarter 1
Physical Circulation	6147
Digital Circulation	1682
Computer Use	785
Foot Traffic	6576
New Cards	151
Number of Programs	53
Program Attendance	2034
Reference Questions	898
Volunteer Hours	208.5
Room Reservations	33
Interlibrary Loans	19 Sent 4 Received

Sargent Branch Statistics	Quarter 1
Physical Circulation	460
Computer Use	30
Foot Traffic	596
New Cards	10
Number of Programs	30
Program Attendance	288
Reference Questions	85
Volunteer Hours	19
Room Reservations	7

Highlights from Quarter 1

Programs:

- This is one of our biggest quarters. Staff plan three large events – National Night Out, Trunk or Treat, and Santa’s Fly-In. Attendance at these three events accounts for approximately 20% of all program attendance.
- Toddler Time and Teen Tuesdays were the most attended weekly programs.

Outreach: (Strategic Plan goal is to participate in a minimum of 3 community events per year)

- 2 Employees attended Van Vleck Elementary Family Night
- 4 employees attended Day of the Dead and had a booth in the Kids Zone
- 1 employee attended Christmas in the Park in Sargent

Recognitions:

- Amanda Garcia completed the Level 1 ecourse for American Sign Language for Library Staff
- TMLDA 2023 Award recipient

In Progress Projects

Strategic Plan for FY25-FY29: Consultant conducted staff interviews on January 2nd. The Community Leaders meeting and focus groups for each branch are scheduled for mid to late February. The community survey will be available for one month with a goal of 380 responses based on the consultant's calculations.

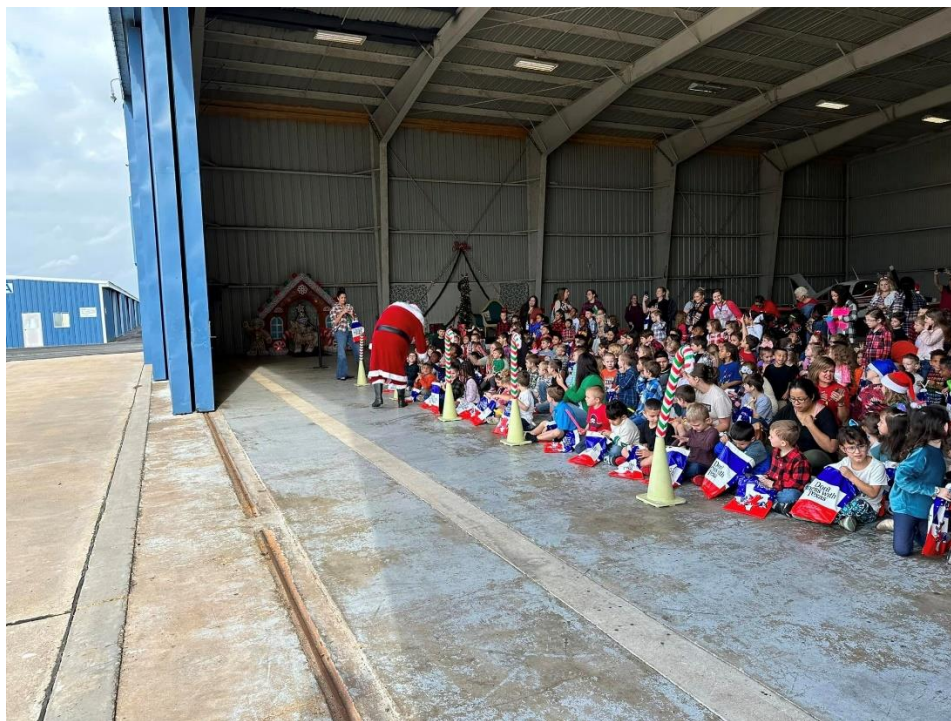
Author Visit: The Bay City Library Association funded a visit with Megan Hoyt, author of Bartalli's Bicycle, for Holocaust Remembrance Week on January 23rd. 75 4th and 5th grade students at Tenie Holmes Elementary listened to her presentation on her book and process of research and writing, asked questions, and received a signed copy of the book. This visit was partnership with the Houston Holocaust Museum.

Harry Potter Book Day: Staff have started planning and prepping for Harry Potter Book Day, an event in which the library is transformed into our version of the magical wizarding world. Tickets are limited to 300 due to the schedule of events.

Furniture Replacement: The Bay City Library Association provided over \$40,000 in new furniture including shipping and installation to replace all of the original tables and chairs, two staff desks, and meeting room furniture. The feedback from patrons has already been positive.

Photos

Santa's Fly In



Trunk or Treat



Scarecrow Decorating Contest (with Main Street)



New Library Furniture





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 BAY CITY, TEXAS 77414
 (979) 245-2137
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AGENDA ITEM SUBMISSION FORM

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Requestor Name: Denbow, Samantha **Date Submitted:** 1/30/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 2/13/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Library Director
For City Staff Only

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

Agenda Content:

Property ~ Discuss, consider, and/or approve a declaration of unusable equipment and furniture as surplus and authorize Library Director to dispose of said equipment and furniture through use of online auction or other means.

Executive Summary of Item:

The library has been updating the original 1990s furniture and equipment over the last five to six years to create a more modern library. These items are currently taking up space needed for library services. It is the recommendation of staff to surplus these items so they can be removed via online auction or other means, including donation, as appropriate to the items.

Library Property for Surplus and Salvage			January 30, 2024
Equipment			
Quantity	Item Description	Year (approximate)	Surplus or Salvage
1	Microfilm Machine Reader 3390	1993	<i>Salvage</i>
1	Laptop Charging Cart	2008	Surplus
1	ITC/Jamex Coin-op	2015	<i>Salvage</i>
Furniture			
Quantity	Item Description	Year (approximate)	Surplus or Salvage
1	L-Shaped Wooden Desk	1991	Surplus
3	Wooden Desks (various lengths)	1991	Surplus
6	Rectangular Wooden Tables with laminate tops	1991	Surplus
2	Round Wooden Tables with laminate tops	1991	Surplus
32	Wooden Chairs	1991	Surplus
10	Fabric Arm Chairs	1991	Surplus
1	Wooden Table with metal legs	1991	Surplus
2	Round Coffee Tables	1991	Surplus
2	Printer Carts	unknown	Surplus
2	Square Wooden Tables	unknown	Surplus
15	Various Office Chairs	various	<i>Salvage</i>
1	Atlas Stand	1991	Surplus
1	Cubicle Wall	unknown	<i>Salvage</i>
1	Metal Desk	unknown	Surplus
2	Café height tables with 2 stools	2010	Surplus
2	Counter height Stools	2010	<i>Salvage</i>

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO
ENTER INTO A PERFORMANCE AGREEMENT WHICH PROVIDES ECONOMIC
INCENTIVES TO 3D EFFICIENCIES LLC, DBA FIT FOR LIFE FOR THE EXPANSION OF
FIT FOR LIFE IN BAY CITY, TEXAS AND PROVIDING INCENTIVES NOT TO EXCEED A
TOTAL AMOUNT OF \$80,000.00 OVER THE FIVE YEAR TERM OF THE AGREEMENT
(FIRST READING)

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

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

WHEREAS, in accordance with Texas Local Government Code Section 505.158 the BCCDC is authorized provide land, building, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the board of directors to promote new or expanded business development projects; and

WHEREAS, in accordance with Texas Local Government Code Section 505.158 in order for the BCCDC's action to become final for projects, which require an expenditure of more than \$10,000, the city council must adopt a resolution authorizing the project after giving the resolution at least two (2) separate readings; and

WHEREAS, the BCCDC has identified the proposed expansion project by 3D EFFICIENCIES LLC, DBA FIT FOR LIFE, located at 2200 Avenue F, Bay City, Texas, as a Project qualified to receive expenditures from the corporation;

WHEREAS, at its Regular Board Meeting held, January 29, 2024, the BCCDC held a public hearing, and considered, and voted to approve an agreement that provides for the granting of incentives for the Project, over a term of five years that shall not exceed a total amount of \$80,000.00; and

WHEREAS, at the public hearing the BCCDC received testimony from the grant applicant that it would invest \$170,884.79 for the design, construction and material associated with improvements for the existing business, and create at least three new jobs during the term of the agreement; and

WHEREAS, a copy of the agreement approved by the BCCDC is attached hereto as Exhibit "A"

WHEREAS, the City Council finds BCCDC grant shall promote new or expanded business development:

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

Section One.

In accordance with Texas Local Government Code Section 505.158, the City Council of Bay City, Texas, hereby authorizes the Project as described in the recitals above.

PASSED AND APPROVED AFTER A FIRST READING ON FEBRUARY 13, 2024, AND A SECOND READING AND VOTE AT BAY CITY, TEXAS ON THIS 27th DAY OF FEBRUARY, 2024.

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

ATTEST:

JEANNA THOMPSON, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

CITY ATTORNEY

Performance Agreement Between
Bay City Community Development Corporation
and Dustin Clements Enterprises, LLC

Lender: Bay City Community Development Corporation
1112 7th Street
Bay City, TX 77414

Borrower: 3D Efficiencies LLC, DBA Fit for Life
2200 Avenue F
Bay City, TX 77414

THIS PERFORMANCE AGREEMENT between BAY CITY COMMUNITY DEVELOPMENT CORPORATION a non-profit economic development corporation created by the City of Bay City, Texas, as authorized by the Development Corporation Act of 1979 ("Lender") and 3D Efficiencies LLC, DBA Fit for Life, a Texas Limited Liability Company, ("Borrower"), is made and executed on the following recitals, terms and conditions.

WHEREAS, Borrower intends to improve its business with property improvements to include renovation of existing structures, site work, infrastructure, and construction at 2200 Avenue F, Bay City, Texas;

WHEREAS, Lender at its Board Meeting on October 30, 2023, with final approval on January 29, 2024, after notice and public hearing, approved a loan to Borrower which loan provides incentives for Borrower to purchase such materials and make such improvements; and

WHEREAS, Borrower understands and agrees that: (a) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements, as set forth and provided for in this Agreement; (b) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (c) all such Loans shall be and shall remain subject to the terms and conditions as set forth in this Agreement.

SECTION 1. TERM.

This Agreement shall be effective as of February 27, 2024, and shall continue thereafter until all obligations of Borrower to Lender have been performed in full and the parties terminate this Agreement in writing, or on the Loan Maturity Date, unless terminated sooner under the provisions hereof.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Texas Uniform Commercial Code.

a. Agreement. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

b. Borrower. The word "Borrower" means Dustin Clements Enterprises, LLC, a Texas Limited Liability Company.

c. City. The word "City" means the City of Bay City, Matagorda County, Texas.

d. Employee. The word "Employee" means a full-time employee of Borrower, working a minimum of thirty-two (32) hours per week, who shall be employed in a position physically based at the Facility, and shall include a combination of part-time equivalent positions. The word "Part-time employee" means a part-time employee of Borrower, working a minimum of twenty (20) hours per week, on average, who shall be employed in a position physically based at the Facility, and shall include a combination of part-time equivalent positions.

e. Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

f. Facility. The word "Facility" means the construction project at 2200 Avenue F, Bay City, Texas 77414.

g. Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable corporately or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such Indebtedness may be or hereafter may become otherwise unenforceable.

h. Lender. The word "Lender" means the BAY CITY COMMUNITY DEVELOPMENT CORPORATION, a non-profit economic development corporation created by the City of Bay City, Texas, as authorized by the Development Corporation Act of 1979.

i. Loan. The word "Loan" or "Loans" means and includes any and all loans and financial accommodations from Lender to Borrower, whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations

described in this Agreement and described on any exhibit or schedule attached to this Agreement.

j. Loan Maturity Date. The word "Loan Maturity Date" means the date five years after the date the initial payment is due.

k. Note. The word "Note" means the non-interest bearing Promissory Note of even date herewith executed by and between the parties hereto in the principal amount of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), due upon demand and payable on or before the Loan Maturity Date.

l. Property. The word "Property" means the parcel occupied by Borrower and located at 2200 Avenue F, Bay City, Texas 77414.

m. Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Borrower's Indebtedness to Lender.

n. Required Jobs. The words "Required Jobs" means three (3) jobs for Part-time Employees or Part-Time Equivalent positions at the Facility.

SECTION 3. AFFIRMATIVE COVENANTS.

Borrower covenants and agrees with Lender that, while this Agreement is in effect, it shall comply with the following terms and conditions:

a. Loan Advances. Upon execution of this Agreement, Borrower shall receive a one-time Loan Advance EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00).

b. Borrower Obligations.

(1) Required Jobs. Borrower shall create the Required Jobs for the Project within six months of the date of this agreement, and the Required Jobs shall be maintained at the Facility for at least five years.

(2) Certificate of Completion. If required by Bay City building code regulations then in effect, Borrower shall obtain a Certificate of Completion for the improvements within one year of the date of this agreement, 2024, or within ten days of completion.

c. Compliance Certificates. Borrower shall provide Lender with compliance certificates when requested, such certificates specifying or reflecting:

- (1) an existing and valid Certificate of Completion for the new improvements to the Facility if required by Bay City building code regulations then in effect; and
- (2) an annual verification of the Required Jobs, indicating the number of positions and the total gross pay for all employees; this obligation shall cease upon fulfillment of the agreement by either final payment or loan forgiveness.

d. Performance. Borrower agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Borrower and Lender.

SECTION 4. CESSATION OF ADVANCES.

If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to advance or disburse Loan proceeds if:

- (1) Borrower becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or
- (2) during the pendency of an Event of Default.

SECTION 5. LOAN FORGIVENESS.

The Loan Advance shall be eligible for forgiveness annually after the completion of the renovation. The dollar amount of eligible forgiveness shall be calculated by multiplying (i) the number of Required Jobs that were cumulatively created during the first year following the renovation and which same Jobs remain at the Facility on the one year anniversary date, by (ii) \$5,333.33, up to, but not exceeding, \$16,000.00 per year for up to five years. Notwithstanding the provisions hereof and the obligations contained in the Note executed incident hereto, provided Borrower has not defaulted under Section 6 during the Term of this Performance Agreement and is not in default on the Loan Maturity Date, all advances not otherwise forgiven as eligible forgiveness of the Loan Maturity Date pursuant to the foregoing sentence shall be due and payable on the Loan Maturity Date.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- a. Certificate of Completion. Failure of Borrower to receive a Certificate of Completion if required by Bay City building code regulations then in effect in accordance with Section 3(b)(2) above;
- b. False Statements: Any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower under this Agreement or the Related Documents that is false or intentionally misleading in any material respect, either now or at the time made or furnished;
- c. Insolvency. Borrower's insolvency, appointment of receiver for any part of Borrower's property, any assignment for the benefit of creditors of Borrower, any type of creditor workout for Borrower, or the commencement of any proceeding under any bankruptcy or insolvency laws by Borrower or against Borrower and not dismissed within sixty (60) days of filing thereof;
- d. Ad Valorem Taxes. Failure of Borrower to pay, prior to delinquency, all taxes and assessments levied or assessed upon Borrower's real property improvements or business personal property; and/or
- e. Undocumented workers. Borrower certifies that Borrower does not and will not knowingly employ an undocumented worker in accordance with - Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Borrower is convicted of a violation under 8 U.S.C. § 1324a (f), Borrower shall be in default hereunder;
- f. Other Defaults. Failure of Borrower after written notice and thirty (30) days opportunity to cure, to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of Borrower to comply with or to perform any other term, obligation, covenant or condition contained in any other written agreement between Lender and Borrower, and specifically, should Borrower sublet or assign any of its interest in any portion of the Facility to any unrelated or unaffiliated entity without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

If any Event of Default shall occur and upon thirty (30) days written notice and opportunity to cure Borrower has not cured such Event of Default within 30 days of written notice, then all commitments of Lender under this Agreement immediately shall terminate (including any obligation to make Loan advances), and all amounts previously advanced under the Loan, not otherwise forgiven under Section 5, will become immediately due and payable, all without notice of any kind to Borrower, at the option of Lender, except for an Event of Default described in the "Insolvency" subsection above, in which case such acceleration shall be automatic and not

optional. Any Default which may be cured by the payment of money shall not extend beyond the 30-day period referenced herein. Any amounts due and payable shall not accrue interest until they are deemed to be past due as provided in the Note.

SECTION 8. INDEMNIFICATION.

Borrower shall indemnify, save, and hold harmless Lender, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against:

- (1) any and all claims, demands, actions or causes of action that are asserted against any Indemnatee if the claim, demand, action or cause of action relates to tortious interference with contract or business interference, or wrongful or negligent use of Lender's loan advances by Borrower or its agents and employees;
- (2) any administrative or investigative proceeding by any governmental authority related to a claim, demand, action or cause of action in which Lender is a disinterested party;
- (3) any claim, demand, action or cause of action which contests or challenges the legal authority of Lender or Borrower to enter into this Agreement; and
- (4) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that Borrower shall have no obligation under this Section to Lender with respect to any of the foregoing to the extent that such claims or liabilities arise out of the negligence or willful misconduct of Lender or the breach by Lender of this Agreement.

If any claim, demand, action or cause of action is asserted against any Indemnatee, such Indemnatee shall promptly notify Borrower, but the failure to so promptly notify Borrower shall not affect Borrower's obligations under this Section unless such failure materially prejudices Borrower's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Borrower in writing, as so long as no default beyond notice and cure periods or Event of Default shall have occurred and be continuing, such Indemnatee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Borrower to participate in such contest. Any Indemnatee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Borrower may be liable for payment of indemnity hereunder shall give Borrower written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Borrower's concurrence thereto.

SECTION 9. BORROWER'S REPRESENTATIONS.

By execution hereof, the signatories warrant and represent that they have the requisite authority to execute this Agreement and the Related Documents and that the representations made herein, and in the Related Documents, are true and accurate in all respects.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

a. **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

b. **Applicable Law and Venue.** This Agreement has been delivered to Lender and accepted by Lender in the State of Texas. Borrower agrees to submit to the jurisdiction of the courts of Matagorda County, State of Texas, and that venue is proper in said County. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable Federal laws.

c. **Employee Hiring, Materials and Supplies Purchase.** Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Lender requests that Borrower use good faith efforts to satisfy its need for all additional employees from Bay City residents and purchase all materials, supplies and services necessary to affect the construction and subsequent occupancy of the Property from Bay City merchants and businesses.

d. **Community Involvement.** Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Borrower agrees to use good faith efforts to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in Bay City, and to actively encourage its Bay City employees to be involved in such organizations and/or activities.

e. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

f. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the

party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address.

g. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

h. Survival. All warranties, representations, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement shall be considered to have been relied upon by Lender and will survive the making of the Loan and delivery to Lender of the Related Documents, regardless of any investigation made by Lender or on Lender's behalf.

i. Attorney's Fees and Costs. In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

j. Time is of the Essence. Time is of the essence in the performance of this Agreement.

k. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute but one original of the Agreement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

l. Waiver. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.

m. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are not in full force and effect.

This Agreement is executed by BAY CITY COMMUNITY DEVELOPMENT CORPORATION upon and by the authority of the BAY CITY COMMUNITY DEVELOPMENT CORPORATION by formal action taken at a properly constituted meeting on January 29, 2024.

BORROWER ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND BORROWER AGREES TO ITS TERMS. THIS AGREEMENT SHALL BE EFFECTIVE AS OF February 27, 2024, which is the date of approval of the Resolution approving the project by the City of Bay City.

SIGNED AND APPROVED:

BAY CITY COMMUNITY DEVELOPMENT CORPORATION

By: _____
JESSICA RUSSELL, Its Executive Director

Date: _____

3D EFFICIENCIES LLC, DBA FIT FOR LIFE, Maker

By: _____
DUSTIN CLEMENTS, Manager

Date: _____

PROMISSORY NOTE

\$80,000.00

February 27, 2024

3D EFFICIENCIES LLC, DBA FIT FOR LIFE, a Texas limited liability company, ("Maker"), for value received, promises and agrees to pay unto the order of BAY CITY COMMUNITY DEVELOPMENT CORPORATION ("Payee"), at its offices located at 1112 7th St, Bay City, Texas 77414, in lawful money of the United States of America, the principal sum of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), or so much as shall be advanced, said sums to accrue no interest, unless and until past due.

TERMS OF PAYMENT: The principal of this Note is due on demand, but in any event, on or before February 26, 2029. Notwithstanding the foregoing, advances hereunder shall be made in accordance with the terms and provisions of the Performance Agreement executed as of even date herewith between Maker and Payee, and such advances shall be forgiven according to said Performance Agreement after such advance if Maker is not then in default under the Performance Agreement beyond notice and cure periods. As such, Payee shall make no demand on principal under this Note except for upon occurrence of an Event of Default as that term is defined in the Performance Agreement.

ALL PAST due principal shall bear interest until paid at 4.00% per annum.

ADVANCES made hereunder are also governed by the Performance Agreement of even date herewith.

IF DEFAULT is made in the payment of any interest or principal hereof, as and when the same is or becomes due, or if an Event of Default occurs under any instrument securing the payment hereof or executed in connection herewith, including the Performance Agreement, the owner and holder of this Note may declare all sums owing hereon due and payable pursuant to the terms of the Performance Agreement within thirty (30) days of the date of notice. If default is made in the payment of this Note at maturity (regardless of how its maturity may be brought about), and the same is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the establishment or collection of any amount called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, Maker agrees and is also to pay to the owner and holder of this Note a reasonable amount as attorneys' or collection fees.

Except as provided herein and in the Performance Agreement, upon an Event of Default only, MAKER, co-makers, permitted assigns, sureties and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; and are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien,

interest or property at any and all times had or existing as security for any amount called for hereunder.

IT IS the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid agreements or otherwise in connection with this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on the Note by the holder hereof (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker); and (ii) in the event that maturity of this Note is accelerated by reason of an election by the holder hereof resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this Note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker).

THIS NOTE has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of Texas and of the United States of America, except that the Chapter 346 of the Texas Finance Code, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply hereto.

Maker's address for notice is 3D EFFICIENCIES LLC, DBA FIT FOR LIFE, c/o Dustin Clements, 2200 Avenue F, Bay City, Texas 77414.

3D EFFICIENCIES LLC, DBA FIT FOR LIFE, Maker

By: _____
DUSTIN CLEMENTS, Manager



**Bay City Police Department
2023 Annual Report**



ITEM #7.

**Statistical Information:*

2020

2021

2022

2023

Calls For Service

911 Calls	9,164	10,003	11,212	9,418
Total Calls for Service	31,645	33,973	28,152	27,269

Traffic

Contact Stops	6,859	8,933	4,373	4,516
Accidents	434	481	427	363
Injuries	109	128	83	93
Fatalities	1	1	2	0
Written Citations	1,539	1,642	1,091	1,131
Written Warnings	6,351	7,846	3,836	3,712

Arrest

Adult	906	1019	908	959
Juveniles	53	51	36	47
Total	959	1070	944	1,006

Warrants

Total Received	591	1,113	1,224	742
Total Served	535	445	1,008	831

Statistical Information-Continued:*2020202120222023Uniform Crime Index**

Criminal Homicide	7	1	1	3
Sexual Assault	19	25	8	4
Robbery	11	5	11	5
Aggravated Assaults	52	46	47	76
Simple Assaults (non-UCR Reportable)	549	585	370	330
Burglary	99	97	91	89
Larceny	490	384	470	371
Motor Vehicle Theft	19	37	25	28

Family Violence

Officer Responses	302	292	233	247
Arrest	113	106	85	99

Animal Control

Live Animals Picked Up	372	599	553	757
Dead Animals Picked Up	71	102	88	107
Animal Welfare Calls	96	111	100	96
Total Calls for Service	986	1,954	2,177	2,545

Mental Health

Total Calls	159	95	80	157
Transports	81	67	66	82

Statistical Information-Continued:*2020202120222023Training**

Total out of town hours	899	2,356	1,556	1,690
Total BCPD contact hours	606	5,250	1,583	2,273
Total Department Training Hours	1505	7,606	3,139	3,963

TCLEOSE Certifications

Peace officer	5	5	0	7
Basic Peace Officer	8	10	11	6
Intermediate	5	5	6	5
Advanced	5	4	4	8
Master	17	16	16	14
Instructor	23	14	8	14
Advance Instructor	0	0	1	0
F.T.O.	58	36	36	10
S.F.S.T.	35	17	26	40
Mental Health	6	2	8	4
Firearms Inst.	4	2	2	2
Crime Prevention Spl.	2	2	1	2
Intoxilyzer Opr.	4	4	4	4
Inter. Crash Inv.	6	6	6	4
Advance crash Inv.	1	1	1	1
Inv. Hypnotist	0	0	1	0

Communications

Temp. Telecommunications	2	3	1	6
Basic Telecommunications	1	2	1	0
Intermediate Telecommunications	2	2	1	1
Advance Telecommunications	6	6	5	3
Master Telecommunications	3	3	5	5

Statistical Information-Continued:*2020202120222023Investigations**

Cases Assigned for Investigation	2,533	2,657	2,436	2,222
CPS Referrals	300	357	342	368
APS Referrals	23	24	27	47

Crime Prevention

Crime Prevention hours	64	92	62	10
Community Presentations		21	23	8

Crime Victim's Liaison Division

Victim's Served	995	1,095	852	732
Crime Victim's Compensation Applications Served	42	36	26	62
Crime Victim's Compensation payouts to Victims	\$104,663	\$122,933	\$104,361	\$87,195

Juveniles

Transports	5	11	5	11
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Dealing with the Homeless

Calls for Service	95	53	50	57
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Special Operations

Total Special Police Operations Initiated	3	3	3	4
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**Statistical Information-Continued:*

2020 2021 2022 2023

Narcotic Related Statistics

Narcotic Division Cases		65	78	119
Patrol Division Cases		94	192	130
Total Cases	144	159	270	249

Narcotic Division Arrest		19	89	128
Patrol Division Arrest		126	109	74
Total Arrest	62	145	198	202

Vehicles Seized	5	6	6	11
Money Seized	\$2,662	\$70,849	\$11,336	\$35,329
Firearms Seized	11	5	6	13

Marijuana		752 oz.(47 lbs.)	39.35 oz. (2.45 lbs.)
Crack Cocaine		1.2 gm.	32.46 gm. (2.02 lbs.)
Powder Cocaine		30.15 gm. (0.6 lbs.)	4,045.13 gm. (8.91 lbs.)
Ecstasy (Methylene Dioxide Methamphetamine)		339 pills	539 pills
Xanax (BARS)		722 pills	164 pills
Fentanyl		0 pills	261 pills
Hydrocodone		119 pills	215 pills
Methamphetamine		892.33 gm.	1,167.88 gm.

R-2023-_____

A RESOLUTION AUTHORIZING A MULTIPLE USE AGREEMENT BETWEEN THE CITY OF BAY CITY AND TXDOT AUTHORIZING FLOCK SAFETY TO INSTALL AUTOMATED LICENSE PLATE READERS ALONG TXDOT RIGHTS-OF-WAY

WHEREAS, the City of Bay City, Texas City Council (the "City Council") has determined the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the police department in its crime prevention efforts and strategies; and

WHEREAS, the City Council desires to engage the services of Flock Safety, Inc. for acquisition, installation, maintenance, and monitoring of twelve (12) fixed, pole-mounted ALPR cameras; and

WHEREAS, funding for this project will be shared between allocated city funds and Bay City Community Development Corporation ("BCCDC"); and

WHEREAS, the City Council desires to authorize the City Manager to execute a 24 month contract, with a 24 month renewal option (the "Agreement") attached hereto as EXHIBIT "A" and EXHIBIT "B" respectively, with Flock Safety, Inc.;

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

Section 1. Recitals Incorporated

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Approval of Agreement

The City Council hereby authorizes the expenditure and approves the Agreement for the acquisition, Installation, maintenance, and monitoring of twelve (12) ALPR cameras from Flock Safety, Inc. The City Council further authorizes the City Manager to execute any associated documents necessary to consummate the business relationship.

This resolution amends previous resolution R-2023-025 dated December 19, 2023.

Passed and approved on this ____ day of _____, 2024 by the City Council.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney



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

AGENDA ITEM SUBMISSION FORM

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

Requestor Name: Penewitt, Kelly **Date Submitted:** 02/05/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 2/13/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Interim Director of Parks and Recreation
For City Staff Only

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

Agenda Content:

Property ~ Discuss, consider, and/or approve a declaration of unusable equipment and lights as surplus and authorize the Interim Director of Parks and Recreation to dispose of said equipment and lights through use of salvage or other means.

Executive Summary of Item:

The light cages and light bulbs were part of the light pole donation that we received from the old Bay City Junior High Football field that were removed. The poles were reused at Hardeman Park for the LED lighting project. The cages and light bulbs are outdated and no longer used for sports lighting and are currently taking up space needed for storage of equipment and supplies. It is the recommendation of staff to surplus these items so they can be removed via salvage or other means, as appropriate to the items.

Parks and Recreation Surplus Items
February 5, 2024

Quantity	Item Description	Year	Surplus/Salvage
5	Stadium Light Cages	unknown	Salvage
44	Stadium Halogen Lights	unknown	Salvage

Discuss, consider, and/or approve completing the lighting project at Hardeman Park Soccer Field by approving a change order to K. B Electric and purchasing the materials directly through Musco.



Executive Summary

Soccer Field Lighting for Donated Poles

BACKGROUND:

City Council awarded the civil engineering contract to Lynn Engineering, LLC (dba John D. Mercer). City Council awarded construction contract to K.B. Electric for Phase I Lighting Project.

Matagorda Materials and Construction donated the field lights and poles to the City after demolishing the old Football stadium for use at Hardeman Park. The poles needed refurbishment due to excessive corrosion on the bases which were replaced by Henderson Fabrication by funding approved by City Council. The light fixtures were not recommended for reuse as they draw significant power and are of considerable age. Additional funding was needed to erect the poles, install lighting, wiring, conduit, and power controls to make the poles operational. A \$50,000 grant from LCRA provided funding towards this effort.

The City can complete this project by adding lighting to these poles using various funding sources.

FINANCIAL IMPLICATIONS:

Cost of Remaining Project = \$330,483 (\$60,000 K.B. Electric Labor & \$270,483 Materials) K.B. Electric will install new LED lighting to the six (6) existing poles, install Musco controls and monitoring cabinet, and complete all underground wiring.

Funding Source- ARPA- Approx \$235,000 with remaining funds coming from insurance reimbursements in General Fund (budget amendment)

RECOMMENDATION: Staff recommends City Council approve the change order to K.B. Electric and purchasing materials directly from Musco.

February 9, 2024

City of Bay City
Attn: Scotty Jones
1901 5th St.
Bay City, TX 77414

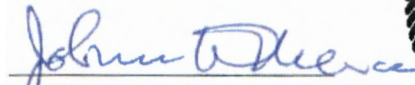
Re: Change Order 2 Justification
City of Bay City - Hardeman Park Soccer Field Lights Project

Dear Ms. Jones:

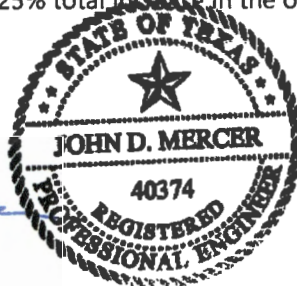
MUSCO has presented a quotation stating that the "Buy Board" cost to the City for the fixture material, unloading of the material, and setting the fixture assemblies and wiring harnesses on the six (6) poles at the south soccer field will be \$270,483. KB Electric has prepared a quotation for the appurtenant work of conduit and wiring installation, mounting the control cabinet, etc. of \$60,000.

It is my recommendation that the City purchase the lighting fixtures and control panel through the Buy Board at the quoted price of \$270,483 and approve a change order to the existing contract with KB Electric for the amount of \$60,000 for completion of the lighting of the south soccer field. The addition of \$60,000 to their contract will not exceed a 25% total increase in the original contract amount.

Sincerely,



John D. Mercer, PE
john.mercer@lynngroup.com



JDM/lm

N:\Civil\ENGINEER\E2500s\E2589 BAY CITY Soccer Field Lights\Construction\Change Order\CO2\2024 2 9 CO2 Justification.docx

Date: February 7, 2024
 Expiration date: March 7, 2024
 To: City of Bay City, TX

Project: Bay City Hardeman Park
 Bay City, TX
 Musco Project No. 231172

BuyBoard

Master Project: 218434, Contract Number: 677-22, Expiration: 09/30/2024
 Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
 BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Lighting Existing 640' x 355' Field \$ 270,483.00

Sales tax and bonding(if required) are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles and uniformity of 2.5:1.

System Description

- (54) Factory aimed and assembled LED luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system; if required.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

**All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22**

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Existing 480 Volt, 3 phase electrical system requirement.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.
- Musco photometric calcs 231172D; Dated 12/7/2023.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Pat Perry
Field Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 281-605-9506
E-mail: Pat.Perry@Musco.com

**Bay City Hardeman Park
Bay City, TX
Retrofit Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide SportsCluster® poletop luminaire assembly on six (6) poles.
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and 5/8 in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install one (1) 24" x 48" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
1. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

CHANGE ORDER

ITEM #10.

No. 2

PROJECT: Hardeman Park Soccer Field Lights

DATE OF ISSUANCE: February 8, 2024

OWNER: City of Bay City
1901 5th St.
Bay City, TX 77414

ENGINEER: Lynn Engineering dba
John D. Mercer & Associates
2200 Ave. A
Bay City, TX 77414

CONTRACTOR: KB Electric, LLC
1029 E. 39th St.
Shawnee, OK 74804

ENGINEER'S PROJECT #: E2589

You are directed to make the following changes in the Contract Documents.

Description: Installation of conduit wiring, control panel and appurtenant items for new lighting on 6 existing poles at south soccer fields at Hardeman Park.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:

Original Contract Time:

\$452,200.00

120

Previous Change Order:

Net Change from previous Change Order:

\$47,000.00

Contract Price prior to this Change Order:

Contract Time Prior to this Change Order:

\$499,200.00

120

Net Increase (Decrease) of this Change Order:

Net Increase (Decrease) of this Change Order:

\$60,000.00

274

Contract Price with all approved Change Orders:

Contract Time with all approved Change Orders:

\$559,200.00

394

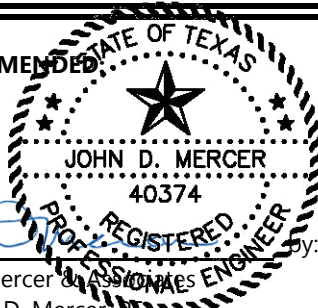
RECOMMENDED

APPROVED:

APPROVED:

by:


John D. Mercer & Associates
John D. Mercer, P.E.



City of Bay City

by:


KB Electric

RESOLUTION 2024-R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF TINA ISRAEL, RE-APPOINTMENT OF DC DUNHAM, SAMANTHA DENBOW, BRYAN PROCHNOW, CRAIG HLAVINKA, WILLIAM CORNMAN, AND JAMES FOLSE TO BOARD OF DIRECTORS TO REINVESTMENT ZONE NUMBER ONE, CITY OF BAY CITY, TEXAS (DOWNTOWN).

WHEREAS, the City of Bay City, Texas created Reinvestment Zone Number One, City of Bay City, Texas (Zone) on November 19, 2015 under City Ordinance Number 1556; and

WHEREAS, City Ordinance Number 1556 created a nine (9) member Board of Directors (Board) for the Zone; and

WHEREAS City Ordinance Number 1556 allows each taxing unit that levies taxes on real property in the Zone and contribute tax increment to the Zone to appoint a member to the Board per Chapter 311 of the Texas Tax Code (Act); and

WHEREAS, City Ordinance Number 1556 requires four of the directors to be initially appointed for two-year terms and five of the directors to be initially appointed to a one-year term, with all subsequent terms being two-year terms; and

WHEREAS, City Ordinance Number 1556 requires that if a taxing unit received two director's positions, the term of the positions shall not expire in the same year; and

WHEREAS the City of Bay City initially appointed Julie Estlinbaum to be on the Board; and

WHEREAS, Julie Estlinbaum has resigned.

WHEREAS, it is the desire of the City to appoint Tina Israel to serve a term of two (2) years and re-appoint James Folse to serve a term of two (2) years; and

WHEREAS, it is the desire of the City to re-appoint Samantha Denbow and William Cornman to serve a term of one (1) year; and

WHEREAS, the City Council recognizes the Hospital district's re-appointment of D C Dunham and Bryan Prochnow to serve a term of two (2) years; and

WHEREAS, the City Council recognizes the Bay City Port Authority's re-appointment of Craig Hlavinka to serve a term of one (1) year.

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

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

APPROVED AND ADOPTED on this the 13th day of February 2024.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

RESOLUTION 2024-R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF TINA ISRAEL, RE-APPOINTMENT OF DC DUNHAM, SAMANTHA DENBOW, BRYAN PROCHNOW, CRAIG HLAVINKA, WILLIAM CORNMAN, AND JAMES FOLSE TO BOARD OF DIRECTORS TO REINVESTMENT ZONE NUMBER TWO, CITY OF BAY CITY, TEXAS.

WHEREAS, the City of Bay City, Texas created Reinvestment Zone Number Two, City of Bay City, Texas (Zone) on November 19, 2015 under City Ordinance Number 1557; and

WHEREAS, City Ordinance Number 1557 created a nine (9) member Board of Directors (Board) for the Zone; and

WHEREAS City Ordinance Number 1557 allows each taxing unit that levies taxes on real property in the Zone and contribute tax increment to the Zone to appoint a member to the Board per Chapter 311 of the Texas Tax Code (Act); and

WHEREAS, City Ordinance Number 1557 requires four of the directors to be initially appointed for two-year terms and five of the directors to be initially appointed to a one-year term, with all subsequent terms being two-year terms; and

WHEREAS, City Ordinance Number 1557 requires that if a taxing unit received two director's positions, the term of the positions shall not expire in the same year; and

WHEREAS the City of Bay City initially appointed Julie Estlinbaum to be on the Board; and

WHEREAS, Julie Estlinbaum. has resigned.

WHEREAS, it is the desire of the City to appoint Tina Israel to serve a term of two (2) years and re-appoint James Folse to serve a term of two (2) years; and

WHEREAS, it is the desire of the City to re-appoint Samantha Denbow and William Cornman to serve a term of one (1) year; and

WHEREAS, the City Council recognizes the Hospital district's re-appointment of D C Dunham and Bryan Prochnow to serve a term of two (2) years; and

WHEREAS, the City Council recognizes the Bay City Port Authority's re-appointment of Craig Hlavinka to serve a term of one (1) year.

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

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

APPROVED AND ADOPTED on this the 13th day of February 2024.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

RESOLUTION 2024-R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF JAMES FOLSE, SAMANTHA DENBOW, COUNTY COMMISSIONER E. “BUBBA” COOK, COUNTY COMMISSIONER MIKE ESTLINBAUM, RE-APPOINTMENT OF DC DUNHAM, AND BRYAN PROCHNOW TO BOARD OF DIRECTORS TO REINVESTMENT ZONE NUMBER THREE, CITY OF BAY CITY, TEXAS.

WHEREAS, the City of Bay City, Texas created Reinvestment Zone Number Three, City of Bay City, Texas (Zone) on February 23, 2017 under City Ordinance Number 1593; and

WHEREAS, City Ordinance Number 1593 created a six (6) member Board of Directors (Board) for the Zone; and

WHEREAS City Ordinance Number 1593 allows each taxing unit that levies taxes on real property in the Zone and contribute tax increment to the Zone to appoint a member to the Board per Chapter 311 of the Texas Tax Code (Act); and

WHEREAS, City Ordinance Number 1593 requires three of the directors to be initially appointed for two-year terms and three of the directors to be initially appointed to a one-year term, with all subsequent terms being two-year terms; and

WHEREAS, City Ordinance Number 1593 requires that if a taxing unit received two director’s positions, the term of the positions shall not expire in the same year; and

WHEREAS, it is the desire of the City to appoint James Folse to serve a term of two (2) years and Samantha Denbow to serve a term of one (1) years; and

WHEREAS, it is the desire of the City to re-appoint Samantha Denbow and William Cornman to serve a term of one (1) year; and

WHEREAS, the City Council recognizes the Hospital district’s re-appointment of Bryan Prochnow to serve a term of two (2) years and re-appointment of D C Dunham to serve a term of one (1) years; and

WHEREAS, the City Council recognizes the Matagorda County appointment of Commissioner E. “Bubba” Cook and Commissioner Mike Estlinbaum to serve a term of two (2) years.

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

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

APPROVED AND ADOPTED on this the 13th day of February 2024.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

RESOLUTION 2024-R-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
RECOGNIZING THE RE-APPOINTMENT OF JAMES FOLSE, JESSICA
RUSSELL, BRYAN PROCHNOW AND CRAIG HLAVINKA TO BOARD OF
DIRECTORS TO REINVESTMENT ZONE NUMBER FOUR, CITY OF BAY
CITY, TEXAS.**

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

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

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

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

WHEREAS, City Ordinance Number 1689 requires that if a taxing unit received two director's positions, the term of the positions shall not expire in the same year; and

WHEREAS, it is the desire of the City to re-appoint James Folse and Jessica Russell to serve a term of two (2) years; and

WHEREAS, the City Council recognizes the Bay City Port Authority's re-appointment of Craig Hlavinka to serve a term of two (2) years; and

WHEREAS, the City Council recognizes the Hospital district's re-appointment of Bryan Prochnow to serve a term of two (2) years; and

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

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

APPROVED AND ADOPTED on this the 13th day of February 2024.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

~ DISCUSS, CONSIDER, AND/OR APPROVE THE CITY'S QUARTERLY FINANCIAL AND INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2023



EXECUTIVE SUMMARY

QUARTERLY FINANCIAL & INVESTMENT REPORT

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

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

IMPACT ON COMMUNITY SUSTAINABILITY: The report provides financial information to the public. (i.e., costs of services, revenue sources)

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

ATTACHMENTS: Quarterly Financial Report for Quarter Ending December 31, 2023 (Supporting documentation will be emailed out prior to meeting)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES TO CHANGE THE MEETING DATE AND TIME; PROVIDING FOR A CUMULATIVE & CONFLICT CLAUSE; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, conflicts have arisen with council members of the City Council of the City of Bay City, Texas, who desire to change the date and/or time of the regular city council meetings for the months of March, November and December; and

WHEREAS, the council members of the City Council of the City of Bay City, Texas, finds that March, November and December regular meetings should be held on one day by holding a regular workshop meeting and a regular council meeting.

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

SECTION 1.
AMENDMENT TO MUNICIPAL CODE OF ORDINANCES

The City Council does hereby amend Section 2-46. – Meetings as follows:

Sec. 2-46. - Meetings.

The regular meetings of the city council shall be held on the second and fourth Tuesday of each month at 6:00 p.m, except that for the month of March, council shall hold a regular workshop meeting at 5:00 p.m. and a regular council meeting at 6:00 p.m., both on the fourth Tuesday of the Month and for the months of November and December, the council shall hold a regular workshop meeting at 5:00 p.m., and a regular council meeting at 6:00 p.m., both on the second Tuesday of that month. There shall be no meeting on the second Tuesday of March or the fourth Tuesday of November or December. If a meeting day falls on a holiday, the city council shall designate a day for the meeting that week which is not a holiday. All meetings shall comply with the Texas Open Meetings Act, V.T.C.A., Government Code § 551.001 et seq.

(Code 1985, § 2-24; Code 2000, § 2-61)

Charter reference— Day and time of meetings established by ordinance of city council, § 4.07.

SECTION 2.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 3.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4.
REPEALER

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 5.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and 41 purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 6.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

APPROVED AND ADOPTED this 13th day of February, 2024.

CITY OF BAY CITY, TEXAS

Robert Nelson, Mayor

ATTEST:

Approved By:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Blayne Finlay Mayor Pro Tem	_____	_____	_____
Ben Flores	_____	_____	_____
Jim Folse	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____
Robert K. Nelson	_____	_____	_____

Robert Nelson, Mayor

ATTEST:

Approved By:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

2024

January						
S	M	T	W	T	F	S
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July						
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28	29	30	31			

October						
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27	28	29	30	31		

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31						

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30						

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29	30					

December						
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22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

City Holidays
 Reg/Spec Meeting
 BCISD No School
 Agenda Posting