

**First Amendment to the
Memorandum of Understanding
Between the City of Bay City
and Bay City Gas Company
for Construction and Maintenance of BMX Park**

This Amendment (the “Amendment”) is entered into between the City of Bay City, Texas (“City”), and Bay City Gas Company (“BCGC”), collectively “the Parties.”

Recitals

Whereas the City and BCGC have entered into that certain Memorandum of Understanding Between the City of Bay City and the Bay City Gas Company for Construction and Maintenance of BMX Park (the “MOU”) on February 27, 2024; and

Whereas the City and BCGC desire to clarify certain terms of the MOU related to shared costs; and

Whereas Paragraph 4.5 of the MOU allows the MOU to be amended at any time only in writing signed by the Parties thereto;

Agreement

Now therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Signage.** Subparagraph 2.1 (g) of the MOU is hereby amended and replaced in its entirety to read as follows:

(g) **Signage.** The City shall, at its expense, construct and install signage as designed by BCGC and approved by the Parties, not to exceed the amount of \$500.00. The Parties agree that any expense in excess of \$500.00, but not to exceed \$1,500.00, for the purchase of the signage shall be paid to the City by BCGC within 30 days of receipt of written invoice from the City.

2. **Construction.** Subparagraph 2.1 (h)(iii) of the MOU is hereby amended and replaced in its entirety to read as follows:

iii. City shall supply and deliver, at its expense, dirt and fill as requested by BCGC for initial construction and ongoing maintenance needs. BCGC will reimburse material cost only if purchased from a 3rd party vendor, not to exceed the amount \$2,500.00. The Parties agree that any expense in excess of \$2,500.00, but not to exceed \$3,500.00, for the purchase of the dirt and fill from a third party shall be split equally by the Parties.

3. **Maintenance.** Subparagraph 2.2 (e) of the MOU is hereby added, to read as follows:

(e) **Maintenance.** BCGC shall maintain the grounds and improvements inside of the perimeter walking track in a safe, clean and attractive condition.

4. All remaining paragraphs of the MOU shall remain in effect as originally agreed by the Parties.

5. In the event of any ambiguity or conflict between the MOU and this Amendment, the Parties intend that the MOU should be interpreted to give effect to this Amendment.

In witness whereof, the Parties have executed this First Amendment to the MOU on this date,

_____.

ATTEST:

CITY OF BAY CITY, TEXAS:

JEANNA THOMPSON
City Secretary

ROBERT K. NELSON
Mayor

ATTEST:

BAY CITY GAS COMPANY:

THOMAS GWOSDZ
Attorney

KEVIN HECHT
Director