



BAY CITY

MINUTES • APRIL 13, 2017

Council Chambers

Regular Meeting

7:00 PM

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

1. CALL TO ORDER

2. CERTIFICATION OF QUORUM

3. INVOCATION & PLEDGE OF ALLEGIANCE - MAYOR PRO TEM CHRISTAL FOLSE

Texas State Flag Pledge:

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

Attendee Name	Title	Status	Arrived
Mark Bricker	Mayor	Present	
Chrystal Folse	Mayor Pro-Tem	Present	
William Cornman	Councilman	Present	
Julie Estlinbaum	Councilwoman	Present	
Steven Johnson	Councilman	Present	
Carolyn Thames	Councilwoman	Present	

4. APPROVAL OF AGENDA

strike 7.2 will be on the next agenda

ct je with the strike

5. PUBLIC COMMENTS

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

Stanley Rosenthal asked Mayor and Council how much was a man's life worth. Mr. Kackley informed Mr. Rosenthal that this was public comments and Council could not respond. Mr. Rosenthal stated that he had been before Mayor and Council with the request to have a stop light put in at Nichols and Hamman. Mr. Rosenthal also commented on garbage pick.

Marilyn Alvarado addressed Mayor and Council about walkability. She thanked Mayor and Council for the thoughtfulness they put into processes. Ms. Alvarado asked if she could get on the agenda, and the Mayor stated yes.

Rebecca Hicks at 2212 Avenue G expressed her frustration about her yard. She informed Mayor and Council that her yard had been massacred by Dan Hayes. Ms. Hicks went on to explain to Mayor and Council her frustrations. She demanded compensation for her humiliation and a written apology from the Mayor and all involved.

Jane Hicks expressed her frustration with the Mayor, Dan Hayes and the Police Department. She stated that they had been discriminated against.

David Torrez stated that he was upset with the media about posting one side of the story. He stated that the Mayor does not answer to Council.

Apryl Simpson asked why does it appear that Council is against our first amendment rights; and why does it appear that they are using our tax dollars to settle our first amendment rights.

Esau Rodriguez commented that today was supposed to be a good day with the changing of the arms. He stated that he was saddened by what is going on. He went to state that as Council and Mayor the citizen look to them. You all represent the City. We are putting things on the agenda that deal with egos and personalities. Mr. Rodriguez explained that he walked a neighborhood two years ago, and the hydrant still has a red tag on it. We should be addressing infrastructure. Mr. Rodriguez ended by stating that he hoped that he got resolved tonight.

Patti McKelvy strongly encouraged the Council to review the social media policy. She added that censoring our Mayor is not the answer, if they do not censor the Council. Ms. McKelvy spoke to Chief and stated that you have done a great job, and had an excellent choice between Lister and Rodriguez.

Patrick March stated that he followed the Mayor on social media, and for you to want to take that way from him is not right.

6. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. Appointment

DISCUSS, CONSIDER AND/OR CONSENT TO THE MAYOR'S APPOINTMENT OF SUE CROW AND CHRISTY BISHOP TO THE CONVENTION AND VISITOR BUREAU.

Mayor Mark A. Bricker

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

Enacted and approved this 13th day of April, 2017, at Bay City

2. Resolution

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF COUNTY COMMISSIONER GARY GRAHAM TO BOARD OF DIRECTOR POSITION NUMBER ONE TO REINVESTMENT ZONE NUMBER ONE, CITY OF BAY CITY, TEXAS (DOWNTOWN).

Mayor Mark A. Bricker

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

RESOLUTION

Enacted and approved this 13th day of April, 2017, at Bay City

3. Resolution

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF COUNTY COMMISSIONER GARY GRAHAM TO BOARD OF DIRECTOR POSITION NUMBER TWO TO REINVESTMENT ZONE NUMBER TWO, CITY OF BAY CITY, TEXAS (MOVIE THEATER).

Mayor Mark A. Bricker

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

RESOLUTION

Enacted and approved this 13th day of April, 2017, at Bay City

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

1. Appointment

DISCUSS, CONSIDER AND/OR CONSENT TO THE MAYOR'S APPOINTMENT OF ROBERT LISTER AS THE CHIEF OF POLICE TO BE EFFECTIVE JUNE 1, 2017.

Mayor Mark A. Bricker

The Mayor informed everyone that the panel consisted of himself, the Chief and Rhonda, and we unanimously selected Lister.

Captain Lister came before Mayor and Council and thanked them, and said a few words.

Mayor recessed the meeting for 15 minutes.

The meeting was reconvened at 8 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Councilwoman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

Enacted and approved this 13th day of April, 2017, at Bay City

2. Budget

DISCUSS, CONSIDER, AND/OR APPROVE ALLOTING FUNDS TO THE ROTARY CLUB TO BE USED TO EXPAND THE STAGE AT THE BAY CITY CIVIC CENTER FOR THE ANNUAL ROTARY EVENT.

Brandon Cox

Tabled until the next meeting.

3. Ordinance

DISCUSS, CONSIDER, AND/OR APPROVE AMENDING CHAPTER 106 - TELECOMMUNICATION OF THE CITY OF BAY CITY CODE OF ORDINANCES TO ALLOW SPECIFIED STRUCTURES AND PROVIDE A VARIANCE PROCESS.

Marla Jasek, Assistant Director of Public Works

Mrs. Jasek reviewed the proposed revisions with Mayor and Council.

Councilman Cornman asked if it would not go through the Variance Committee. Mrs. Jasek stated that since this was a very visible item they thought it would be best to come before Council. Councilwoman Thames asked where the tower was located, and Mrs. Jasek stated Kilowatt Dr. Mrs. Jasek also informed Mayor and Council that the fees from surrounding cities were in the packet, but that they would bring them back to Council once they determined an equitable fee.

Council was polled.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Chrystal Folse, Mayor Pro-Tem
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

ORDINANCE

Enacted and approved this 13th day of April, 2017, at Bay City

4. Planning / Plat

DISCUSS, CONSIDER AND/OR APPROVE PRIOR APPROVAL OF A REQUEST FOR CONSTRUCTION OF A FREE-STANDING STEEL LATTICE TOWER PROPOSED TO BE CONSTRUCTED AT 2003 KILOWATT DRIVE, BAY CITY, TEXAS IN ACCORDANCE WITH CHAPTER 106 OF THE BAY CITY CODE OF ORDINANCES.

Marla Jasek, Asst. Director of Public Works

Mrs. Jasek stated that there was an existing tower, but it did not meet their needs. Mrs. Jasek added that AEP will allow the City to place its water meter reader on their tower at no cost.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

Enacted and approved this 13th day of April, 2017, at Bay City

5. Property

DISCUSS, CONSIDER, AND/OR AUTHORIZE THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT, APPROVED BY THE CITY ATTORNEY, BETWEEN THE CITY AND STAR 35 LAUNDRY LOCATED AT 2008 AVE L, BAY CITY, TEXAS.

Marla Jasek, Asst. Director Public Works

Mrs. Jasek explained the need for the agreement. Councilman Cornman asked if the item had went to the Variance Committee, and Mrs. Jasek stated no. Mr. Kackley explained why the item was not a variance.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chrystal Folse, Mayor Pro-Tem
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

Enacted and approved this 13th day of April, 2017, at Bay City

6. Report

DISCUSS THE CITY OF BAY CITY BECOMING A RAILROAD QUIET ZONE CITY.

Councilman Bill Cornman

Mayor Bricker stated that he would try and get a study from both railroads to get a cost to determine the upgrade of the crossing. He went on to explain the process and the path forward.

7. Report

DISCUSS, CONSIDER, AND/OR APPROVE A CITY OF BAY CITY CLEANUP DAY.

Councilman Bill Cornman

Councilman Cornman provided an update on the Cleanup Day. The Household Hazardous Day is scheduled for October 27th. It was suggested that the City's Cleanup Day be similar to Wharton's. Councilman Cornman stated that he would like some type of public education, but did not know how to address it.

Matt Cartier with WCA explained to Mayor and Council the current system in place for brush pick up, and added that they are looking at different ways to address this issue.

The Mayor informed Council that he suggested to WCA that they use rear loader trucks with three employees to a truck.

8. Policy

DISCUSS POLICIES PERTAINING TO TITLE 15 OF THE TEXAS ELECTION CODE AND SECTION 39.02 OF THE TEXAS PENAL CODE.

Mayor Mark A. Bricker

Mr. Kackley provided some background on the agenda item. He informed everyone that Mayor Pro Tem Folse did not violate the Election Code or the Penal Code.

9. Report

DISCUSS, CONSIDER AND/OR TAKE ACTION AS DEEMED APPROPRIATE CONCERNING THE MAYOR'S JUDGMENT RELATIVE TO THE POSTING OF DEROGATORY AND LEADING

NEGATIVE MESSAGES DIRECTED AT INDIVIDUALS ON HIS FACEBOOK PAGE AND OTHER FORMS OF SOCIAL MEDIA.

Councilman Bill Cornman

Councilman Cornman stated that the agenda item had a lot to do with the mean spirited comments that target people. He went on to state that he thought they would have receive an apology at the last meeting. Councilman Cornman stated that he did not know if this was a generational thing, and that he had talked with Mark about this before. He added that he did not want to be a part of an organization that operated that way. It is leadership in the wrond direction.

Councilman Cornman made a motion to direct our City Attorney to present for adoption at our next meeting a resolution censoring the Mayor from using poor judgement in methods used to post City related matters on social media, which is targeted at individuals causing harm to them and harm to the reputation of City government.

The Mayor asked Councilman Cornman what posts was he referring to. Councilman Cornman stated where the Mayor targeted the CDC Director where he benefited from the Schulman Theater, and the discussion about the insurance thing. Discussions between Councilman Cornman and the Mayor.

MOTION BY COUNCILMAN CORNMAN, SECOND BY COUNCILWOMAN CAROLYN THAMES, TO DIRECT OUR CITY ATTORNEY TO PRESENT FOR ADOPTION AT OUR NEXT MEETING A RESOLUTION CENSORING THE MAYOR FROM USING POOR JUDGEMENT IN METHODS USED TO POST CITY RELATED MATTERS ON SOCIAL MEDIA, WHICH IS TARGETED AT INDIVIDUALS CAUSING HARM TO THEM AND HARM TO THE REPUTATION OF CITY GOVERNMENT. MOTION CARRIED BY UNANIMOUS VOTE.

The Mayor proceeded to read through all of his Facebook post beginning April 13, 2016 to January 16, 2017.

8. EXECUTIVE SESSION

Mayor and Council entered into Executive Session at 9:09 p.m.

Mayor adjourned Executive Session at 10:19 p.m.

1. Personnel

PURSUANT TO TEXAS GOVERNMENT CODE §551.074 (PERSONNEL MATTERS) CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION REGARDING THE APPOINTMENT OF THE CHIEF OF POLICE.

Mayor Mark A. Bricker

RESULT:	WITHDRAWN
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2. Agreement

PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.087, THE CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO DELIBERATE REGARDING A PROPOSED HOTEL OCCUPANCY TAX REIMBURSEMENT AGREEMENT WITH CANDLEWOOD SUITES TO REIMBURSE 50 PERCENT OF HOTEL OCCUPANCY TAXES GENERATED BY THE HOTEL IF CERTAIN REQUIREMENTS ARE SATISFIED.

Scotty Jones, Director of Finance

RESULT: WITHDRAWN

3. Report

PURSUANT TO TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH CITY ATTORNEY), CITY COUNCIL WILL CONSULT WITH THE CITY ATTORNEY REGARDING COMPENSATION AND GROUP HEALTH INSURANCE BENEFITS OF MAYOR PRO TEM CHRYSTAL FOLSE UNDER SECTION 4.04 OF THE CITY CHARTER AND TO DISCUSS A SETTLEMENT AND COMPROMISE AGREEMENT.

Mayor Mark A. Bricker

4. Report

PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING JOCELYN AMTOWER.

Mayor Mark A. Bricker

9. OPEN SESSION

Mayor and Council reconvened into Open Session at 10:21 p.m.

1. Report

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

Mayor Mark A. Bricker
Took no action.

10. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilwoman Julie Estlinbaum congratulated the high school for going to state for the one act play.

Councilman Cornman informed everyone that April 22nd was the Fun Run.

Mayor Pro Tem Folse wished everyone a Happy Easter.

11. ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

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

executive session by conference call in accordance with applicable state law.

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be Agenda City Council August 8, 2013 in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Executive Sessions Authorized:

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

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Thursday, April 6, 2017 before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Rhonda Clegg
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:

DOC ID: 2583

ADOPTED

AGENDA ITEM (ID # 2583)

**DISCUSS, CONSIDER AND/OR CONSENT TO THE MAYOR'S
APPOINTMENT OF SUE CROW AND CHRISTY BISHOP TO
THE CONVENTION AND VISITOR BUREAU.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:

DOC ID: 2584 A

ADOPTED

RESOLUTION (ID # 2584)

**DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
RECOGNIZING THE APPOINTMENT OF COUNTY
COMMISSIONER GARY GRAHAM TO BOARD OF DIRECTOR
POSITION NUMBER ONE TO REINVESTMENT ZONE
NUMBER ONE, CITY OF BAY CITY, TEXAS (DOWNTOWN).**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF COUNTY COMMISSIONER GARY GRAHAM TO BOARD OF DIRECTOR POSITION NUMBER ONE 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 contributes 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 terms of the positions shall not expire in the same year; and

WHEREAS, Matagorda County (the County) initially appointed County Commissioners Dan Putska and Kent Pollard to be on the Board; and

WHEREAS, The City Council approved County Commissioner Dan Putska for Board Position Number One to serve a 1-year term and County Commissioner Kent Pollard for Board Position Number Two to serve a 2-year term in Resolution R-2016-13; and

WHEREAS, On January 23, 2017, the County appointed County Commissioner Gary Graham to replace Dan Putska; and

WHEREAS, the City Council recognizes the County's appointment of County Commissioner Gary Graham to the Board.

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

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

Section 2. Director Position Number One. In accordance with City Ordinance 1556, as amended, the City Council hereby recognizes the following Director Position:

<i>Position No.</i>	<i>Director</i>	<i>Taxing Unit</i>
1.	Gary Graham	County

In accordance with Resolution R-2016-13, Board Position Number One's initial term is one year. As a result, Board Position Number One's term expires on August 25, 2017. Thereafter, Board Position Number One will enjoy a two-year term.

APPROVED AND ADOPTED on this the 13th day of April 2017.

MARK BRICKER, MAYOR
CITY OF BAY CITY, TEXAS

ATTEST

RHONDA CLEGG, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

M. SHANNON KACKLEY, ASST. CITY ATTORNEY
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, PC



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2585

ADOPTED

RESOLUTION (ID # 2585)

**DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
RECOGNIZING THE APPOINTMENT OF COUNTY
COMMISSIONER GARY GRAHAM TO BOARD OF DIRECTOR
POSITION NUMBER TWO TO REINVESTMENT ZONE
NUMBER TWO, CITY OF BAY CITY, TEXAS (MOVIE
THEATER).**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS RECOGNIZING THE APPOINTMENT OF COUNTY COMMISSIONER GARY GRAHAM TO BOARD OF DIRECTOR POSITION NUMBER TWO TO REINVESTMENT ZONE NUMBER TWO, CITY OF BAY CITY, TEXAS' (MOVIE THEATER).

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 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 contributes 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 terms of the positions shall not expire in the same year; and

WHEREAS, Matagorda County (the County) initially appointed County Commissioners Kent Pollard and Dan Putska to be on the Board; and

WHEREAS, The City Council approved County Commissioner Kent Pollard for Board Position Number One to serve a 1-year term and County Commissioner Dan Putska for Board Position Number Two to serve a 2-year term in Resolution R-2016-14; and

WHEREAS, On January 23, 2017, the County appointed County Commissioner Gary Graham to replace Dan Putska; and

WHEREAS, the City Council recognizes the County's appointment of County Commissioner Gary Graham to the Board.

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

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

Section 2. Director Position Number Two. In accordance with City Ordinance 1557, as amended, the City Council hereby recognizes the following Director Position:

<i>Position No.</i>	<i>Director</i>	<i>Taxing Unit</i>
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2.	Gary Graham	County
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In accordance with Resolution R-2016-14, Board Position Number Two's initial term is two years. As a result, Board Position Number Two's term expires on August 25, 2018.

APPROVED AND ADOPTED on this the 13th day of April 2017.

MARK BRICKER, MAYOR
CITY OF BAY CITY, TEXAS

ATTEST

RHONDA CLEGG, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

M. SHANNON KACKLEY, ASST. CITY ATTORNEY
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, PC



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 2588)

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2588

DISCUSS, CONSIDER AND/OR CONSENT TO THE MAYOR'S APPOINTMENT OF ROBERT LISTER AS THE CHIEF OF POLICE TO BE EFFECTIVE JUNE 1, 2017.

COMMENTS - Current Meeting:

The Mayor informed everyone that the panel consisted of himself, the Chief and Rhonda, and we unanimously selected Lister.

Captain Lister came before Mayor and Council and thanked them, and said a few words.

Mayor recessed the meeting for 15 minutes.

The meeting was reconvened at 8 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Councilwoman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Budget
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2587

DISCUSSION ITEM (ID # 2587)

DISCUSS, CONSIDER, AND/OR APPROVE ALLOTING FUNDS TO THE ROTARY CLUB TO BE USED TO EXPAND THE STAGE AT THE BAY CITY CIVIC CENTER FOR THE ANNUAL ROTARY EVENT.

COMMENTS - Current Meeting:

Tabled until the next meeting.



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

ORDINANCE (ID # 2569)

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2569

DISCUSS, CONSIDER, AND/OR APPROVE AMENDING CHAPTER 106 - TELECOMMUNICATION OF THE CITY OF BAY CITY CODE OF ORDINANCES TO ALLOW SPECIFIED STRUCTURES AND PROVIDE A VARIANCE PROCESS.

HISTORY:

03/23/17 City Council

TABLED

Next: 04/13/17

COMMENTS - Current Meeting:

Mrs. Jasek reviewed the proposed revisions with Mayor and Council.

Councilman Cornman asked if it would not go through the Variance Committee. Mrs. Jasek stated that since this was a very visible item they thought it would be best to come before Council. Councilwoman Thames asked where the tower was located, and Mrs. Jasek stated Kilowatt Dr. Mrs. Jasek also informed Mayor and Council that the fees from surrounding cities were in the packet, but that they would bring them back to Council once they determined an equitable fee.

Council was polled.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Chrystal Folse, Mayor Pro-Tem
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 106 (TITLED “TELECOMMUNICATIONS”) BY AMENDING ARTICLE IV (TITLED “TELECOMMUNICATIONS TOWERS AND ANTENNAS); PROVIDING FOR A CUMULATIVE & CONFLICTS CLAUSE, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DIRECTING THE CITY SECRETARY TO PUBLISH THE CAPTION IN ACCORDANCE WITH THE CITY CHARTER.

WHEREAS, Section 2.02 of the City of Bay City (City) City Charter permits the City to enact and enforce ordinances, not inconsistent with the Charter and State law, upon any subject expedient for the life; general welfare; health, morals; comfort; safety; amusement; quiet; prosperity; and convenience of the City, its inhabitants, and property; and permits the assessment of penalties for the violations of any ordinance;

WHEREAS, Article IV of Chapter 106 of the City’s Municipal Code of Ordinances regulates telecommunications towers and antennas within the City; and

WHEREAS, various sections of Article IV of Chapter 106 need to be revised to allow alternative telecommunication structures in the City, provide for a tower permitting process and provide a variance process; and

WHEREAS, the City Council finds that the amendments to Article IV of Chapter 106 are in the best interests of the City and its residents.

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

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

Section two. Various sections of the City Code of Ordinances, Chapter 106 (titled “Telecommunications”), Article IV (titled “Telecommunications Towers and Antennas), are hereby amended by replacing Article IV with the sections attached as **Exhibit A**, attached hereto and fully incorporated herewith for all purposes.

Section three. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of Bay City, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section four. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional

by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section five. Directive to City Secretary. The City Secretary is hereby authorized and directed to provide all documents and notices required by state law to effect this Ordinance.

Section six. Effective Date. This Ordinance shall become effective upon its adoption by the City Council and publication of the caption hereof in accordance with Section 5.01(i) of the City Charter.

PASSED AND APPROVED on this 13th day of April 2017.

Mark A. Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

M. Shannon Kackley, Asst. City Attorney
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Julie L. Estlinbaum	_____	_____	_____
Bill Cornman	_____	_____	_____
Chrystal Folse Mayor Pro Tem	_____	_____	_____
Steven Johnson	_____	_____	_____
Carolyn Thames	_____	_____	_____

Mark A. Bricker, Mayor,
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

M. Shannon Kackley, Assistant City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

EXHIBIT A

Article IV of Chapter 106 of the Bay City Code of Ordinances

ARTICLE IV. - TELECOMMUNICATIONS TOWERS AND ANTENNAS

Sec. 106-229. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Antenna means a structure or device used to collect or radiate electromagnetic waves, including directional antennas, such as panels, wireless cable and satellite dishes, and omni-directional antennas such as whips, but not including satellite earth stations.

Antenna array means an arrangement of antennas and its supporting structure.

Dish antenna means a parabolic or bowl-shaped device that receives and or transmits signals in a specific directional pattern.

Electric transmission tower means a self-supporting structure in excess of 50 feet in height designed to support high voltage electric lines. This does not include local utility or distribution poles (with or without transformers) designed to provide electric service to individual customers.

Panel antenna means an antenna which receives and/or transmits signals in a directional pattern.

Telecommunications antenna means an antenna used to provide a telecommunications service. This excludes lighting rods, amateur radio antennas less than 50 feet in height and whip antennas less than four inches in diameter and less than ten feet in height.

Tower means any structure that is designed, constructed or maintained primarily for the purpose of supporting one (1) or more transmitting and/or receiving antennas. The term includes radio and television transmission towers, microwave towers, cellular telephone towers, and the like. The term tower includes:

- (1) *Lattice tower*. A tower characterized by an open framework of lateral cross members which stabilize the tower.
- (2) *Monopole*. A tower characterized by a single upright pole, engineered to be self-supporting and does not require lateral cross supports or guys.
- (3) *Stealth tower* means a tower that is camouflaged to be unrecognizable as a telecommunications facility and shall include architecturally screened roof-mounted antennas, building-mounted antennas painted to match the existing structures, antennas integrated into architectural elements such as church spires or window walls, and antenna structures designed to resemble light poles, flag poles or trees.
- (4) *Telecommunications tower* means any structure erected for the purpose of supporting equipment that serves as a telecommunications relay point for cellular telephones, personal communications services (PCS), digital communications, or similar services that is regulated by the 1996 Federal Telecommunications Act.

Whip antenna means an omni-directional dipole antenna cylindrical shape, which is no more than six inches in diameter.

Sec. 106-230 - Tower Restrictions.

The following tower types are allowed in the City:

- a) Telecommunication antenna arrays. All telecommunication antenna arrays shall be attached to an existing structure.
- b) Stealth towers. Stealth towers cannot exceed 200 feet in height.
- c) Non-stealth Towers. Non-stealth towers shall be constructed as monopoles (single pole structures) and are permitted only in industrial or commercial sites.
- d) Free-standing steel lattice telecommunication towers. Free-standing steel lattice telecommunication towers require prior approval by City Council and are permitted only in industrial or commercial sites.

The use of guy wires to secure a tower, regardless of the type, is prohibited.

Sec. 106-231. - Appearance.

The following landscaping and screening requirements shall apply to telecommunications towers:

- (1) A solid screening fence at least six feet high shall entirely surround the telecommunications tower and any structures intended to service said tower.
- (2) Lettering, signs, symbols, images or trademarks large enough to be legible to occupants of vehicular traffic on any adjacent roadway shall not be placed on or affixed to any part of a tower, antenna array or antenna, other than as required by Federal Communications Commission regulations regarding telecommunication tower registration or other applicable law.
- (3) A telecommunication tower or tower structure shall not be artificially lighted, unless required by law or regulation, in which case a design that reasonably minimizes disturbance to any adjacent residence or landmark and is approved by the code enforcement officer shall be utilized.

Sec. 106-232. - Setbacks.

- (a) *Setback from residential structures.* All telecommunications towers shall set back from any residential structures a distance of at least ten feet plus one foot for each foot of height of the tower, plus one-half of the width of the tower base.
- (b) *Setback from arterial and expressways.* Proposed towers up to 200 feet in height other than stealth towers must be set back at least 200 feet from the right-of-way line of State Highway 35 and State Highway 60. Proposed towers greater than 200 feet in height other than stealth towers must be set back at least 200 feet, plus one foot for each foot of height of the tower, plus one-half of the width of the tower base from the right-of-way line of State Highway 35 and State Highway 60.

Sec. 106-233. - Co-location encouraged.

All telecommunications towers, other than stealth towers, shall be constructed in a manner that permits at least two antenna grids to be placed thereon.

Sec. 106-234. - Tower Permit.

- (a) Permit. A building permit (hereinafter Tower Permit) shall be required for the installation of any tower in the City. Tower Permits are not required for typical residential wireless internet or television antennas.
- (b) Historic District. The installation of any tower in a historic district requires the written approval of the historic commission prior to issuance of the Tower Permit.
- (c) The City Council may adopt an application form or procedure for the issuance of a Tower Permit. In addition, the City Council may specify such fees, costs and expenses as must be paid by the applicant as an application fee prior to the review or issuance of the Tower Permit. In the event the City Council fails to specify or provide for Tower Permit application or a procedure for the issuance of a Tower Permit, or delegates these duties, then the Director of Public Works or his/her designee is hereby directed to establish such procedure as reasonable and necessary to accomplish the objectives of this Article. The application fee shall be in an amount sufficient to cover the cost incurred by the City in reviewing the application and material submitted by the applicant. In addition, prior to the issuance of any Tower Permit, and as a condition for the issuance of a Tower Permit, the applicant shall pay any additional cost as may be incurred by the City, including but not limited to professional fees incurred in the review of any application.
- (d) Submission Packet.
 - (1) The Tower Permit submission packet shall include a site plan and any supporting documents that identifies:
 - a. The type and height of the proposed tower;
 - b. The property boundaries;
 - c. Tower and fencing location;
 - d. Adjacent land uses and setbacks;
 - e. Easements;
 - f. Proximity to the Bay City Regional Airport; and
 - g. Powerlines and all structures within the setbacks.

- (2) A statement that the applicant has reviewed the availability of suitable telecommunications towers or other structures.

No Tower Permit shall be issued unless the applicant demonstrates to the reasonable satisfaction of the City Council, or their designated representative, that no existing tower or structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate

that no existing tower or structure can accommodate the applicant's proposed antenna or tower may consist of the following:

- a. No existing towers or structures are located within the geographic area required to meet applicant's engineer's requirements.
 - b. Existing towers or structures are not of sufficient height to meet applicant's engineer's requirements.
 - c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers, or structures or the antenna on the existing towers or structures would cause interference with the applicant's proposed antennas.
 - e. The fees or costs required to share an existing antenna or structure, which will be paid at the beginning of a sharing relationship or will be paid within one (1) year from the date of the inception of any sharing relationship, exceed the cost of constructing a new tower.
 - f. Property owner(s) of existing towers or structures are unwilling to accommodate reasonably the applicant's needs. The applicant must specify the reason for property owner(s) refusing to accommodate and submit satisfactory proof of non-accommodation including documents evidencing appropriate financial tenders.
 - g. The applicants demonstrate that there are other limiting factors that render existing towers and structures unsuitable.
- (e) Structural certification. Upon request, the applicant shall provide the chief building official with an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment. The applicant shall provide an engineer's certification, including windstorm for all self-supported towers. All towers shall conform with EIA-222 REV G standards for Wind and Ice loading in Matagorda County, Texas.
- (f) Variance: The City Council is authorized to grant a variance and allow the installation of a tower which does not meet the requirements of this article. Variance requests for setback requirements require written evidence establishing that the owners of the adjacent property have consented and agreed in writing to the proposed tower installation. Any variance request related to a free-standing steel lattice tower shall be consider by City Council at the same time City Council considers approving this structure. A variance may, at the sole discretion of the City Council, be issued for an indefinite duration or for a specified time. All conditions imposed by the City Council are enforceable in the same manner as any other applicable requirement of this Code.

Sec. 106-235. - Antenna mounting standards.

- (a) *Whip and panel antenna mounting standards.*
 - (1) Individual telecommunications antennas are allowed on existing electric utility poles, light standards, and telecommunications towers in excess of 40 feet in height, provided that the total length of any antenna does not exceed 15 percent of the height of the

structure. The height of a telecommunications tower is determined by the highest point of any and all components of the structure, including antennas.

- (2) Telecommunications antennas and arrays are allowed by right on existing electric transmission towers.
 - (3) Panel antennas, which do not extend above the structures, or whip antennas 15 feet or less in height, are permitted on conforming and properly permitted ground sign structures.
 - (4) Building-mounted panel antennas are permitted on nonresidential buildings and multifamily dwellings, provided that they are mounted flush with the exterior of the building and that they do not project above the roof line nor more than 30 inches from the surface of the building to which they are attached. The antenna's appearance shall be such that its color and texture blends with the surrounding surface of the building.
 - (5) Whip antennas are permitted on nonresidential buildings and multifamily dwellings, provided that the total length of the whip antennas, regardless of mounting method or location, does not exceed 15 feet of the height of the building.
 - (6) Only one building/roof-mounted antenna support structure, less than 100 square feet in area, is permitted per 5,000 square feet of building floor area.
- (b) *Dish antenna mounting standards.*
- (1) Dish antennas shall not be permitted in any front setback area or sideyard setback adjacent to any roadway.
 - (2) Ground-mounted dish antennas in excess of five feet in height shall be screened from roadways and adjacent property by a minimum six-foot high screening fence, evergreen hedge, or masonry wall.
 - (3) Dish antennas in excess of ten feet in height or more than three meters in diameter shall not be permitted on any property used for residential purposes.
 - (4) Building/roof-mounted dish antennas one meter or less in diameter are permitted on any residential or commercial structure.
 - (5) Building/roof-mounted dish antennas two meters or less in diameter are permitted on all buildings in excess of 5,000 square feet of building floor area.
 - (6) Only one building/roof-mounted dish antenna, two meters or less in diameter, is permitted per 5,000 square feet of building floor area on multifamily dwellings.
 - (7) Building/roof-mounted dish antennas in excess of one meter in diameter mounted on residential properties shall be painted to have an appearance that blends with the building on which they are located or be located so that they are not visible from any adjacent roadway.
 - (8) Building/roof-mounted dish antennas in excess of two meters in diameter, on commercial buildings shall be painted or screened with enclosures so as to have an appearance that blends with the building on which they are located or be located so that they are not visible from any adjacent roadway.



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/13/17 07:00 PM
Department: Public Works
Category: Planning / Plat
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 2595 A

ADOPTED

AGENDA ITEM (ID # 2595)

**DISCUSS, CONSIDER AND/OR APPROVE PRIOR APPROVAL
OF A REQUEST FOR CONSTRUCTION OF A FREE-
STANDING STEEL LATTICE TOWER PROPOSED TO BE
CONSTRUCTED AT 2003 KILOWATT DRIVE, BAY CITY,
TEXAS IN ACCORDANCE WITH CHAPTER 106 OF THE BAY
CITY CODE OF ORDINANCES.**

This request can only be considered if the proposed revisions to Chapter 106 - Telecommunications are adopted by council. The proposed revision, Section 106-230(d), allows installation of a free-standing steel lattice telecommunication tower if approved by council.

AEP is requesting prior approval, in accordance with the proposed Chapter 106, to construct a new free-standing steel lattice tower. This type of tower is required to meet the height requirements for the AEP system needs. There is an existing, shorter and older, lattice tower constructed approximately 700' south of the proposed location. The proposed location is not in a residential area.

COMMENTS - Current Meeting:

Mrs. Jasek stated that there was an existing tower, but it did not meet their needs. Mrs. Jasek added that AEP will allow the City to place its water meter reader on their tower at no cost.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames



CITY OF BAY CITY VARIANCE REQUEST

1901 5th Street
Bay City, TX 77414
(979) 245-5311
(979) 323-1681 fax

All requests for a variance shall be filed with the City Secretary. Each request shall be accompanied by a \$25.00 filing fee, a drawing/illustration depicting the property affected by the request, and any additional supplemental documentation that you want the Variance Committee to consider. **Incomplete requests will not be accepted.**

Date: 2/7/2017

Name of Requestor (please print): Lila Burns, Burns Telecommunication Services, LLC

Address of Requestor: 105 NE 44th Street, Oklahoma City, OK 73105

Phone Number: 405-590-1868

Email Address: lila@burnstelecom.com

Address of subject property: 2003 Kilowatt Drive, Bay City, TX 77414 and 0 Kilowatt Drive, Bay City, TX 77414

Legal description of subject property: _BOWMAN & WILLIAMS AB 9 6.18 AC
And BOWMAN & WILLIAMS AB 9 4.94 AC

Section(s) of the City's Code of Ordinances from which the variance is being sought:

Sec. 106-230 of the Code of Ordinances

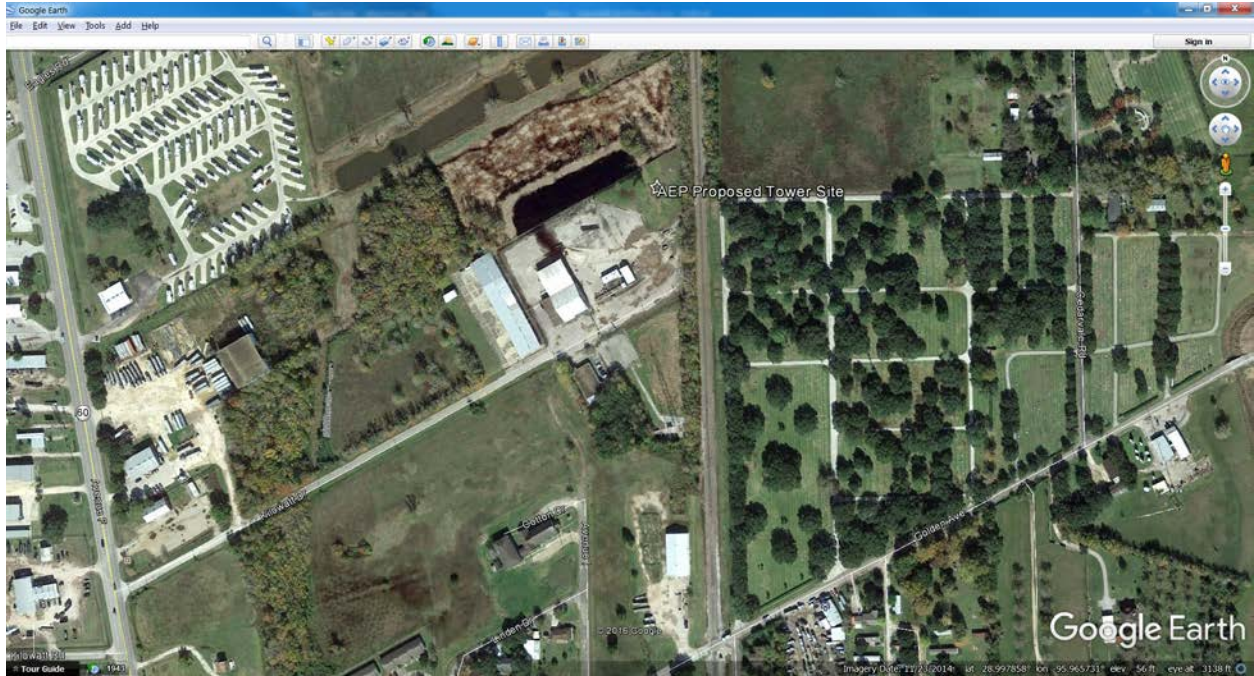
Sec. 106-233 of the Code of Ordinances

In detail, please state the reason for the request: This Tower is a private use tower for AEP's private communications network. AEP respectfully requests waiver to Sec 106-230, "Monopoles" of the Code of Ordinances. The proposed height of the tower required to meet the system engineering requirements is 330' structure, 340' overall. Monopole have a general height limitation of 200' AGL. AEP is requesting variance to install 330' tall AGL (above ground level) Self Supporting Lattice tower.

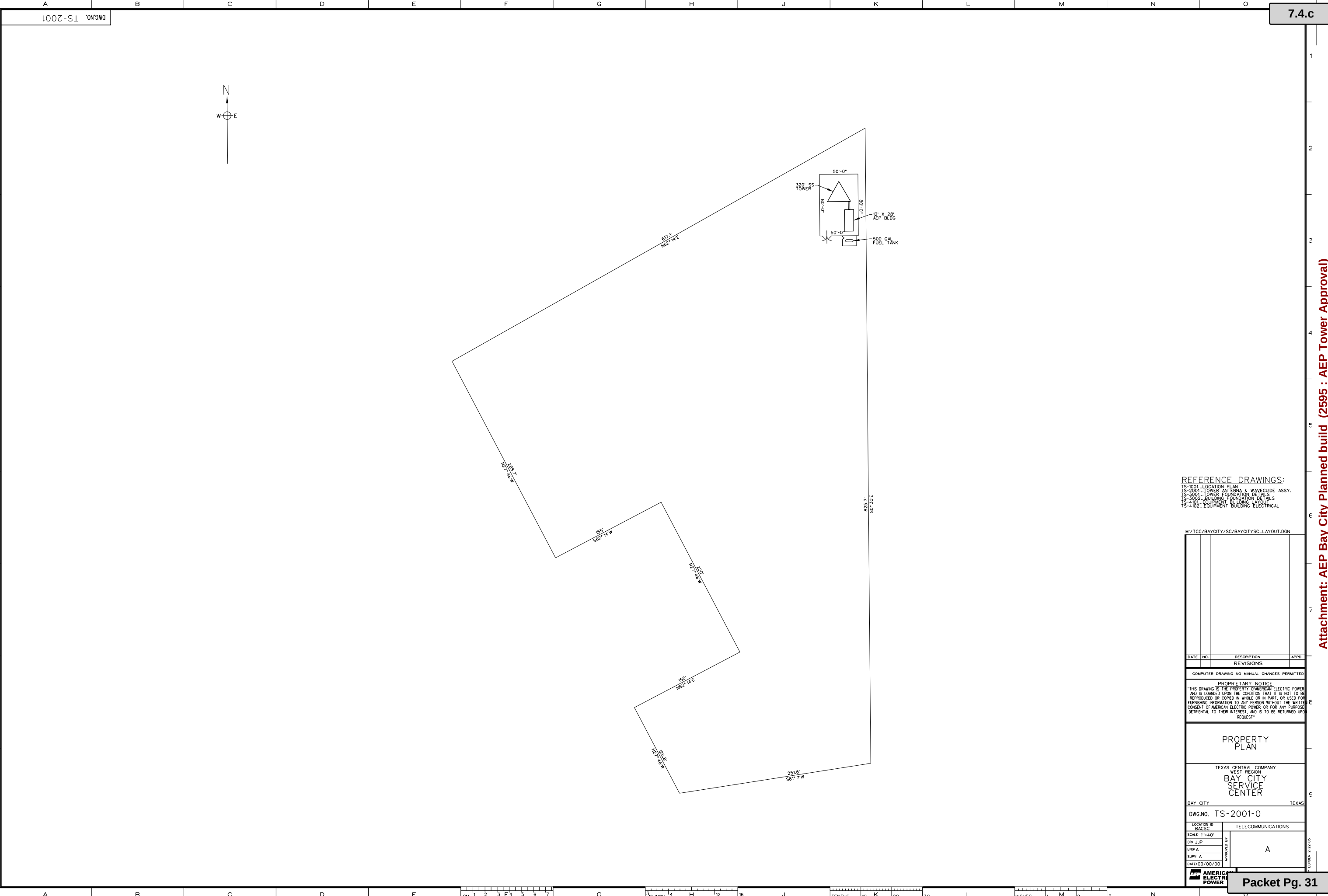
AEP is seeking variance of section 106-233 "Site Plan Requirements" of the code of ordinances. This tower is a private use tower AEP's private communications network. AEP is seeking variance of items 2 and 3 of the section. AEP did consider the tower on the parcel to the south on the adjoining property. The site does not meet the minimum height required to meet their coverage requirements, nor will the tower hold the equipment AEP is proposing. In addition, Due to the nature of AEPs operations, it is preferable for AEP to own rather than lease the tower site locations, which provides greater security to their critical operations.

The Variance Committee will consider variance requests from the following: (a) Ch. 22 (Buildings and Building Regulations); (b) Ch. 46 (Flood Damage Prevention); (c) Ch. 54 (Mobile Homes, etc.); (d) Ch. 78 (Off Street Parking (Angle Parking)); (e) Ch. 94 (Streets, Sidewalks and Other Public Places); (f) Ch. 98, Sec. 98-122 – Subdivision Streets; and (g) Ch. 110, Sec. 110-178 (Traffic and Vehicles (Angle Parking)). Otherwise, the Planning Commission will consider the variance request.

Decisions of the Variance and Planning Committees shall be filed with the City Secretary's Office and promptly reported to the requestor. All decisions may be appealed to the City Council.



Attachment: Site (2595 : AEP Tower Approval)



REFERENCE DRAWINGS:
TS-1001...LOCATION PLAN
TS-2001...TOWER ANTENNA & WAVEGUIDE ASSY.
TS-3001...TOWER FOUNDATION DETAILS
TS-3002...BUILDING FOUNDATION DETAILS
TS-4101...EQUIPMENT BUILDING LAYOUT
TS-4102...EQUIPMENT BUILDING ELECTRICAL

M:/TCC/BAYCITY/SC/BAYCITYSC_LAYOUT.DGN

DATE	NO.	DESCRIPTION	APPD.
REVISIONS			

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PROPERTY PLAN

TEXAS CENTRAL COMPANY
WEST REGION
BAY CITY
SERVICE CENTER
BAY CITY TEXAS

DWG.NO. TS-2001-0

LOCATION ID: BACSC TELECOMMUNICATIONS

SCALE: 1"=40'

DR: JJP

ENG: A

SUPV: A

DATE: 00/00/00

AMERICAN ELECTRIC POWER

TOWER APPURTENANCES (NON-ANTENNA)

- (1) TOWER TOP BEACON (FLASH TECHNOLOGIES FTB 312-3)
(2) SET MIDDLE MARKER LIGHTS @ 160' AGL
(3) TUFF-TUG SAFETY CABLE
- ADDITIONAL ITEMS REQUIRED:
- (TS 37) HANGERS FOR TOP BEACON CABLEWAVE SNAP-12 (140 REQ'D)
 - (TS 37) HANGERS FOR TOP BEACON CABLEWAVE SNAP-12 (68 REQ'D)

8" ANTENNA 6.425-7.125
CABLEWAVE PAD8-65AC
STANDARD MOUNT
FOR WAVEGUIDE MOUNTING &
HARDWARE SEE DRAWING
TDI-640 & TDI-313

MICROWAVE ANTENNA
AZ-261.082°

PIROD DOUBLE T-LINE BRACKETS
SEE DETAIL "B-9"

TOWER TOP AMP
CABLEWAVE TTA80-0187
FOR TOWER TOP AMP MOUNTING &
HARDWARE SEE DRAWING
TDI-407 & TDI-313

FLASH TECHNOLOGIES
RED/WHITE BEACON
SUPPLIED WITH TOWER

800MHz ANTENNA
CABLEWAVE BMR10S-0-B1
FOR COAX MOUNTING &
HARDWARE SEE DRAWING
TDI-618 & TDI-313

ELEVATION VIEW "F-F"
FOR CLARITY ANTENNAS ARE TURNED
AWAY FROM TOWER. FOR PROPER AZIMUTH
SEE PLAN VIEW "B-B"

800MHz ANTENNA
CABLEWAVE BMR10S-0-B1
FOR COAX MOUNTING &
HARDWARE SEE DRAWING
TDI-618 & TDI-313

MICROWAVE ANTENNA
VERT
300' AGL

8" ANTENNA 6.425-7.125
CABLEWAVE PAD8-65AC
STANDARD MOUNT
FOR WAVEGUIDE MOUNTING &
HARDWARE SEE DRAWING
TDI-640 & TDI-313

FOR TOWER TOP AMP MOUNTING &
HARDWARE SEE DRAWING
TDI-407 & TDI-313

TOWER TOP AMP
CABLEWAVE TTA80-0187

6'FT RIGID SIDE ARM
SUPPLIED WITH TOWER
SEE DETAIL "C-6"
FOR ASSEMBLY

FLASH TECHNOLOGIES
RED/WHITE BEACON
SUPPLIED WITH TOWER

21" EXTENDED LIGHTNING RODS
SUPPLIED WITH TOWER
FOR MOUNTING & HARDWARE
SEE DRAWING TDI-410

PLAN VIEW "A-A"

PLAN VIEW "B-B"

DETAIL "C-6"
6" RIGID SIDEARM ASSEMBLY
NOT TO SCALE

DETAIL "B-9"
T-LINE HANGER DETAIL
NOT TO SCALE

SECTION "C-C"
ICE BRIDGE HANGER DETAIL
LOOKING AT BUILDING
NOT TO SCALE

ELEVATION VIEW "D-D"
BULKHEAD DETAIL
LOOKING AT BUILDING
NOT TO SCALE

ELEVATION VIEW "E-E"
FOR CLARITY ANTENNAS ARE TURNED
AWAY FROM TOWER. FOR PROPER AZIMUTH
SEE PLAN VIEW "A-A" & "B-B"

NOTES:

REFERENCE DRAWINGS:

- TS-1001..LOCATION PLAN
TS-3001..TOWER FOUNDATION DETAILS & NOTES
TS-3002..BUILDING FOUNDATION DETAIL & NOTES
TS-3101..FOUNDATION CONDUIT & GROUNDING PLAN
TS-4101..EQUIPMENT BUILDING LAYOUT
TDI-313..TOWER GROUNDING COAX & CONNECTOR
ASSEMBLY
TDI-407..TOWER TOP AMP MOUNTING DETAIL
TDI-410..LIGHTNING ROD MOUNTING DETAIL
TDI-618..800MHz COAX & CONNECTOR ASSEMBLY
TDI-640..WAVEGUIDE & CONNECTION ASSEMBLY

M:/TCC/BAYCITY/SC/BAYCITYSC_TOWER.DGN

NO.	DATE	NO.	DESCRIPTION	APPROVED
0			FOR SITE CONSTRUCTION	JUP
REVISIONS				
COMPUTER DRAWING NO MANUAL CHANGES PERMITTED				
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TOWER ANTENNA &
ICE BRIDGE ASSEMBLY

TEXAS CENTRAL COMPANY
WEST REGION
BAY CITY
SERVICE CENTER

BAY CITY TEXAS

DWG.NO. TS-2001-0

LOCATION ID: BAYCITY

SCALE: 1/4" = 1'

DR: JLF

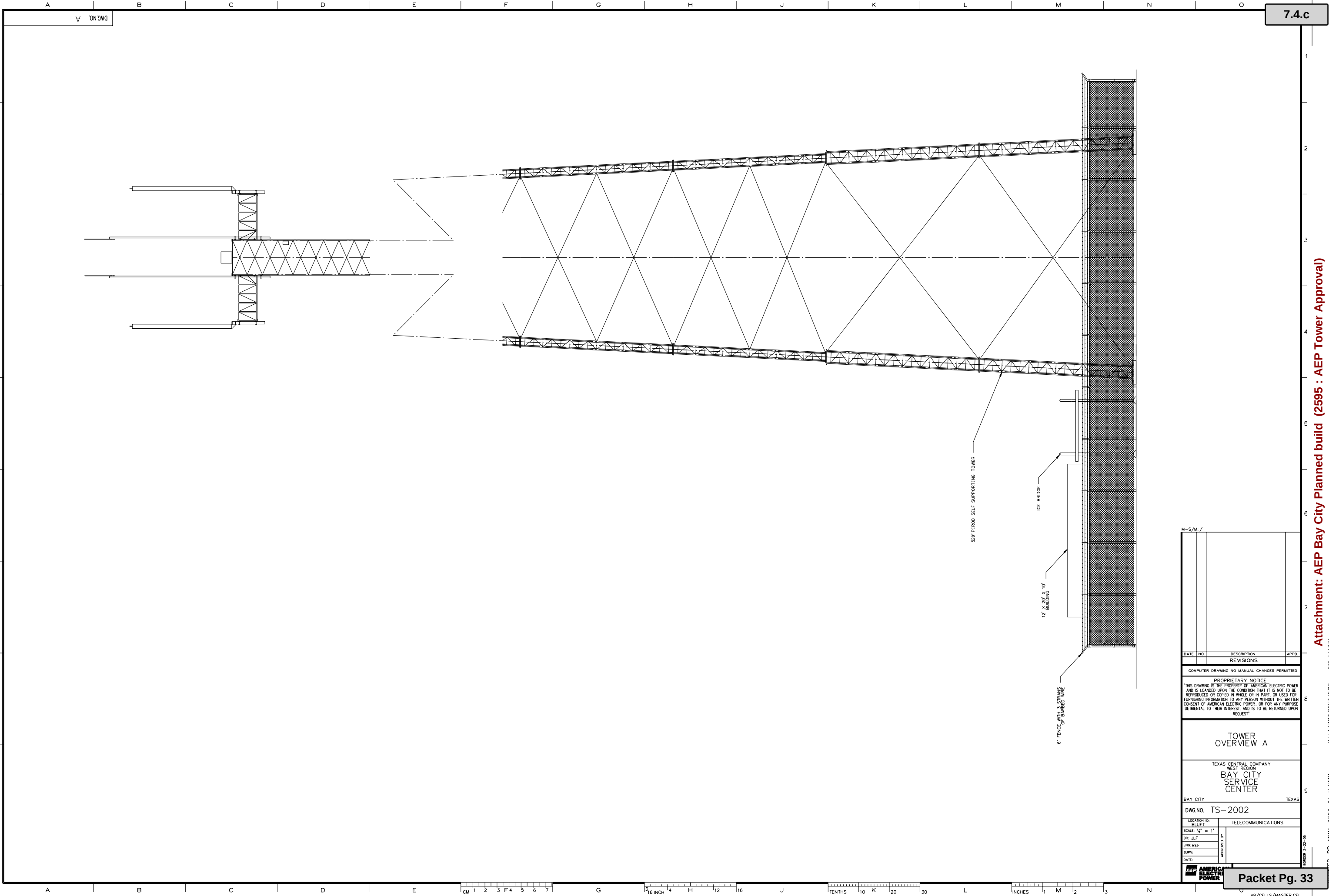
ENG: REF

SUPV:

DATE:

APPROVED BY:

TELECOMMUNICATIONS



DATE

NO.

DESCRIPTION

APPD.

REVISIONS

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TOWER OVERVIEW A

TEXAS CENTRAL COMPANY
WEST REGION
BAY CITY
SERVICE CENTER

BAY CITY TEXAS

DWG.NO. TS-2002

LOCATION ID: BULFT

SCALE: 1/4" = 1'

DR: JLF

ENG: REF

SUPV:

DATE:

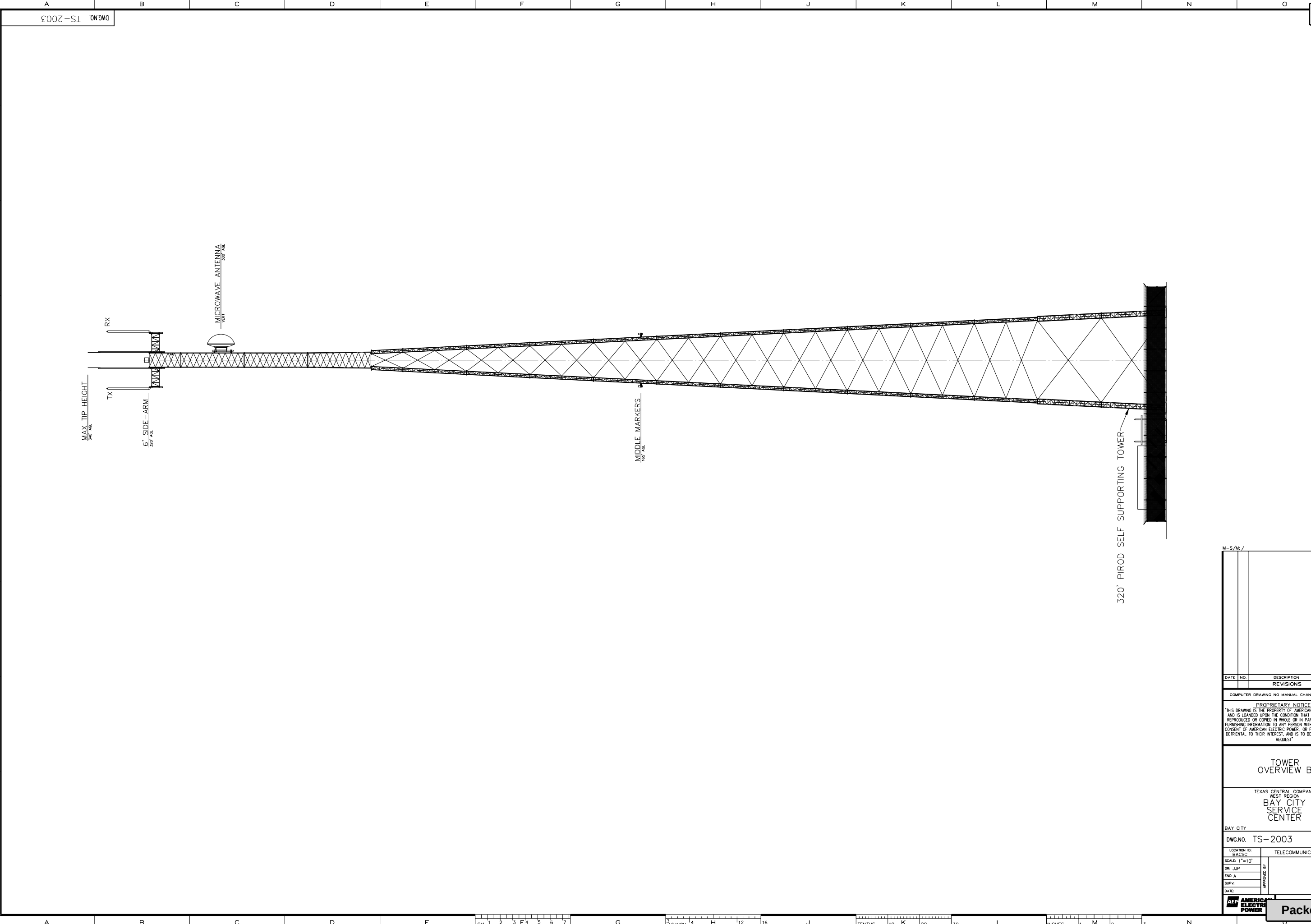
TELECOMMUNICATIONS

APPROVED BY

DATE

AMERICAN ELECTRIC POWER

Packet Pg. 33



M-S/M: /

DATE	NO.	DESCRIPTION	APPD.
REVISIONS			

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TOWER OVERVIEW B

TEXAS CENTRAL COMPANY
WEST REGION
BAY CITY
SERVICE CENTER
BAY CITY, TEXAS

DWG.NO. TS-2003

LOCATION ID: BACSC	TELECOMMUNICATIONS
SCALE: 1"=10'	
DR: JJP	APPROVED BY
ENG: A	
SUPV:	
DATE:	

AMERICAN ELECTRIC POWER

8/20/03 2:22:05

Packet Pg. 34

V8/CELLS/MASTER.CEL



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/13/17 07:00 PM
Department: Public Works
Category: Property
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 2570

ADOPTED

AGENDA ITEM (ID # 2570)

DISCUSS, CONSIDER, AND/OR AUTHORIZE THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT, APPROVED BY THE CITY ATTORNEY, BETWEEN THE CITY AND STAR 35 LAUNDRY LOCATED AT 2008 AVE L, BAY CITY, TEXAS.

Star Laundry is a new washateria located at 2008 Ave L (the corner of 8th Street and Ave L.) The owners of the property would like to extend their parking area by 10 ft into the city right-of-way. The owner has not poured the concrete for this extension but has placed the forms pending the decision of the City.

Public Works has reviewed the request. The extension of the parking lot does not affect any existing utilities. The agreement has a clause that the parking lot may be removed by the city to accommodate future city infrastructure. The encroachment does not negatively affect sight distance from the stop sign on 8th Street. The remaining right-of-way would leave adequate distance from the roadway edge for the installation of a sidewalk (approximately 15').

The property to the south of this location (Autozone) has their parking lot extended into the city right-of-way. The City will be seeking an encroachment agreement with them at a later date.

HISTORY:

03/23/17 City Council

TABLED

Next: 04/13/17

COMMENTS - Current Meeting:

Mrs. Jasek explained the need for the agreement. Councilman Cornman asked if the item had went to the Variance Committee, and Mrs. Jasek stated no. Mr. Kackley explained why the item was not a variance.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chrystal Folse, Mayor Pro-Tem
SECONDER:	Carolyn Thames, Councilwoman
AYES:	Folse, Cornman, Estlinbaum, Johnson, Thames

STATE OF TEXAS

§

§

COUNTY OF MATAGORDA

§

CROSSING/ENCROACHMENT AGREEMENT

This Crossing/Encroachment Agreement (Agreement) is made and entered into this ___ day of _____ 2017 (Effective Date) by and between the Star Laundry (Star Laundry), 2008 Avenue L, Bay City, Texas and the City of Bay City, Texas (Bay City), located at 1901 Fifth Street, Bay City, Texas 77414. Star Laundry and Bay City are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

Recitals:

1. The City of Bay City is a home rule municipality located in Matagorda County, Texas. It owns Right-of-Way (ROW) located at 2008 Avenue L, Bay City, Texas, depicted on **Exhibit A**, attached hereto and fully incorporated herewith for all purposes (City ROW).

2. Star Laundry is a laundry service located in Matagorda County, Texas. It seeks to cross/encroach the City ROW at 2215 7th Street, Bay City, Texas. Bay City controls and regulates crossings and encroachments in its ROW. In addition, Bay City has authority to permit and prescribe the consideration and terms for the use of a portion of its ROW for Star Laundry’s Crossing/Encroachment as long as the use does not interfere with Bay City’s use of its ROW or create a dangerous condition in the ROW.

3. As set forth herein and subject to the terms and conditions of this Agreement, Bay City agrees to allow Star Laundry to cross/encroach the City ROW at the Crossing/Encroachment Area, defined below, for the construction, operation, maintenance, repair, and replacement of a parking lot, provided and so long as such use does not interfere with the City’s use of its ROW or create a dangerous condition thereon.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, Bay City and Star Laundry do hereby agree as follows:

Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.

1. *Grant of Irrevocable License.* Bay City does hereby grant to Star Laundry an irrevocable license (a) to construct, operate, maintain, repair, and replace a parking lot within and through the Crossing/Encroachment Area (shown on the attached **Exhibit A**).

The license hereby granted is subject to and shall be used by Star Laundry in accordance with all applicable laws, rules, regulations, codes, policies, and standards of Bay City, and of any other governmental entity having jurisdiction over the City ROW, and according to the terms and conditions of this Agreement. Star Laundry shall have no right to use the Crossing/Encroachment Area for any purpose other than as set forth in this Agreement.

2. *Non-exclusive license.* The license granted by this Agreement is not exclusive, and is

Crossing/Encroachment Agreement

subject and subordinate to: (a) the right of Bay City to use the Crossing/Encroachment Area for any purpose, including the right to construct, install, repair, modify, remove, or replace any facilities located in or near the Crossing/Encroachment Area; (b) any existing facility located within, on, under, over, or upon the Crossing/Encroachment Area; (c) the City ROW; (d) the terms and conditions of this License Agreement; and (e) Applicable Law.

3. *Construction, Use, Operation, Maintenance.*

- a. Star Laundry shall obtain all necessary permits, if necessary, from Bay City prior to any construction, maintenance, repair, or replacement of any improvements and notify Bay City in writing at least three (3) working days prior to any construction, maintenance, repair, or replacement so that Bay City may provide a representative on the site.
- b. No excavation or construction is permitted over or within the City ROW without a Bay City representative being present. Based on circumstances at the Crossing/Encroachment Area, Bay City's representative has the authority to determine the extent of hand excavation required. However, absent special permission from Bay City's representative, no mechanized ditching or excavation shall be allowed with five (5) feet of any facilities in the Crossing/Encroachment Area. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF ANY FACILITIES IN THE CROSSING/ENCROACHMENT AREA SHALL BE ACCOMPLISHED BY HAND.** Where hand excavation is required, Star Laundry shall provide adequate manpower to perform that work.
- c. Full access must be maintained to Bay City's ROW at all times. Stockpiling, including spoil, or topsoil over the Crossing/Encroachment Area is not permitted, unless approved by Bay City.
- d. Any erosion control measures required for development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of the City ROW require the approval of Bay City as to equipment and method. Under no circumstances shall water be impounded on City ROW.
- e. Upon request by Star Laundry, Bay City will determine the approximate location of its facilities in the City ROW, if any; however, in doing so, Bay City makes no warranty as to the accuracy of the locations and measurements given. Bay City also cannot provide assurance that its permanent line markers are positioned directly over its facilities.
- f. Original vegetation on City's ROW shall not be disturbed except in areas of approved construction, approved equipment, and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at Star Laundry's expense along the City ROW boundaries if Bay City deems it necessary for safety or to ensure that contractor traffic does not travel over facilities in the ROW.
- g. Unless approved by Bay City, permanent structures, other than the parking lot, are not permitted on or within the Crossing/Encroachment Area. Permanent structures include manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles. No fences or temporary structures are allowed in the City ROW without the express written approval of Bay City. Temporary structures include items such as signs, trailers, temporary power poles, etc.
- h. The burning trash, debris, etc. is not be permitted within the City's ROW or the Crossing/Encroachment Area.

- i. Star Laundry agrees to defend and hold Bay City harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Bay City, or their respective elected officials, directors, managers, employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, repair, or replacement of the herein permitted works.
- j. Bay City reserves the right to open, cut, excavate and dig across the Crossing/Encroachment Area herein granted by this Agreement after written notice to Star Laundry. Star Laundry shall be responsible for any damage to its improvements and property within the City ROW and Crossing/Encroachment Area.
- k. Excavation or grading, which might result in erosion or which could render Crossing/Encroachment Area inaccessible shall not be permitted unless Star Laundry agrees to restore the area. Any erosion control measures within the Crossing/Encroachment Area, including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways, will require approval of a Bay City, as to the equipment and method.
- l. Bay City shall have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.

4. *Miscellaneous.*

(a) *Assignment.* Star Laundry shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of Bay City. Any Conveyance of any kind or by any method without Bay City's prior written consent shall be null and void.

(b) *Independent Contractor.* Star Laundry and Bay City are independent contractors, and nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, and Star Laundry and Bay City have and shall have exclusive control of and the exclusive right to control the details of their respective operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, guests, and invitees.

(c) *Notices.* Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To Star Laundry:
Attn.: Parul and Siddhrajsinh Atodaria
2008 Avenue L
Bay City, Texas 77414

To Bay City:
Attn.: Director of Public Works
1217 Avenue J
Bay City, Texas 77414

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

(d) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state court of Matagorda County, Texas, which court shall have exclusive jurisdiction for such purpose. Each of the Parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(e) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) *Headings; "Includes".* Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(g) *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which Star Laundry, Bay City, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(i) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either Party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either Party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either Party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving Party.

(j) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between Star Laundry and Bay City regarding the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any

amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of Star Laundry and Bay City or it shall have no effect and shall be void.

(k) *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

STAR LAUNDRY

CITY OF BAY CITY, TEXAS

By: _____
Its: _____

By: _____
Mark A. Bricker, Mayor

ATTEST: _____
_____, City Secretary

STATE OF TEXAS §
COUNTY OF MATAGORDA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ **for Star Laundry**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A.D., 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____
Print Name: _____

STATE OF TEXAS §
COUNTY OF MATAGORDA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ **for The City of Bay City**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

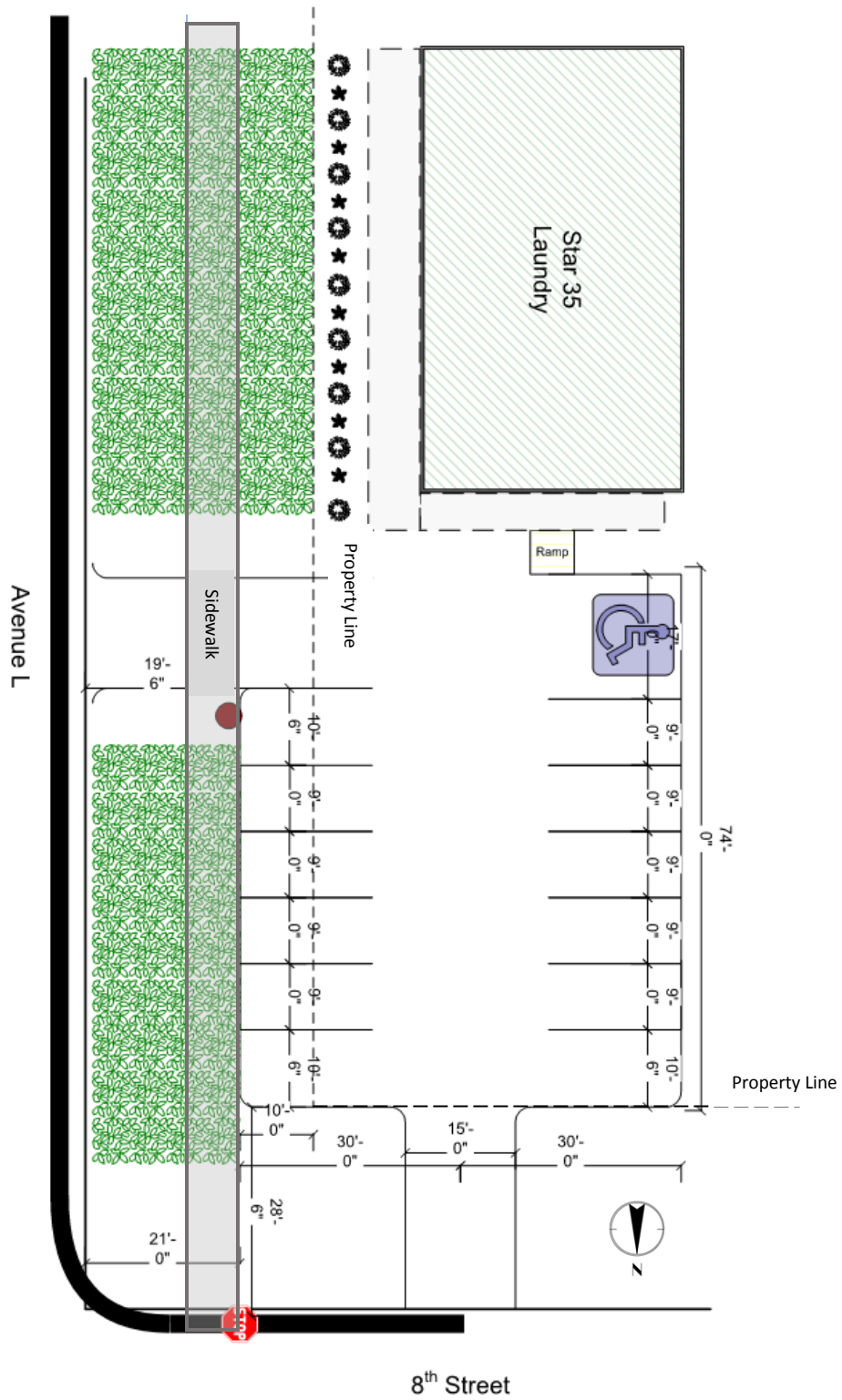
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A.D., 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____
Print Name: _____

EXHIBIT A
Crossing/Encroachment Area

Attachment: Encroachment Agreement - Star Laundry (SK 2 6 2017) mj (2570 : Star Laundry Encroachment Agreement)

EXHIBIT A



Attachment: Star Laundry at 2008 Ave L (2570 : Star Laundry Encroachment Agreement)

Star Laundry at 2008 Ave L, Bay City TX

Legal Description: Bay City Original Townsite Block 161 Lot 7

STATE OF TEXAS

§

§

COUNTY OF MATAGORDA

§

CROSSING/ENCROACHMENT AGREEMENT

This Crossing/Encroachment Agreement (Agreement) is made and entered into this ___ day of _____ 2017 (Effective Date) by and between the Star 35 Laundry (Star 35 Laundry), 2008 Avenue L, Bay City, Texas and the City of Bay City, Texas (Bay City), located at 1901 Fifth Street, Bay City, Texas 77414. Star 35 Laundry and Bay City are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

Recitals:

Whereas, the City of Bay City is a home rule municipality located in Matagorda County, Texas. It owns Right-of-Way (ROW) located at 2008 Avenue L, Bay City, Texas, depicted on **Exhibit A**, attached hereto and fully incorporated herewith for all purposes (City ROW).

Whereas, Star 35 Laundry is a laundry service located in Matagorda County, Texas. It seeks to cross/encroach the City ROW at 2008 Avenue L, Bay City, Texas. Bay City controls and regulates crossings and encroachments in its ROW. In addition, Bay City has authority to permit and prescribe the consideration and terms for the use of a portion of it ROW for Star 35 Laundry’s Crossing/Encroachment as long as the use does not interfere with Bay City’s use of its ROW or create a dangerous condition in the ROW.

Whereas, as set forth herein and subject to the terms and conditions of this Agreement, Bay City agrees to allow Star 35 Laundry to cross/encroach the City ROW at the Crossing/Encroachment Area, defined below, for the construction, operation, maintenance, repair, and replacement of a parking lot, provided and so long as such use does not interfere with the City’s use of its ROW or create a dangerous condition thereon.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, Bay City and Star 35 Laundry do hereby agree as follows:

Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.

1. *Grant of Revocable License.* Bay City does hereby grant to Star 35 Laundry an revocable license (a) to construct, operate, maintain, repair, and replace a parking lot within and through the Crossing/Encroachment Area (shown on the attached **Exhibit A**). Bay City may revoke this License upon twelve (12) month’s written notice.

The license hereby granted is subject to and shall be used by Star 35 Laundry in accordance with all applicable laws, rules, regulations, codes, policies, and standards of Bay City, and of any other governmental entity having jurisdiction over the City ROW, and according to the terms and conditions of this Agreement. Star 35 Laundry shall have no right to use the Crossing/Encroachment Area for any purpose other than as set forth in this Agreement.

The Parties agree this Agreement is not an easement nor is it a conveyance of an interest in real property.

2. *Non-exclusive license.* The license granted by this Agreement is not exclusive, and is subject and subordinate to: (a) the right of Bay City to use the Crossing/Encroachment Area for any purpose, including the right to construct, install, repair, modify, remove, or replace any facilities located in or near the Crossing/Encroachment Area; (b) any existing facility located within, on, under, over, or upon the Crossing/Encroachment Area; (c) the City ROW; (d) the terms and conditions of this License Agreement; and (e) Applicable Law.

3. *Construction, Use, Operation, Maintenance.*

- a. Star 35 Laundry shall obtain all necessary permits, if necessary, from Bay City prior to any construction, maintenance, repair, or replacement of any improvements and notify Bay City in writing at least three (3) working days prior to any construction, maintenance, repair, or replacement so that Bay City may provide a representative on the site.
- b. No excavation or construction is permitted over or within the City ROW without a Bay City representative being present. Based on circumstances at the Crossing/Encroachment Area, Bay City's representative has the authority to determine the extent of hand excavation required. However, absent special permission from Bay City's representative, no mechanized ditching or excavation shall be allowed with five (5) feet of any facilities in the Crossing/Encroachment Area. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF ANY FACILITIES IN THE CROSSING/ENCROACHMENT AREA SHALL BE ACCOMPLISHED BY HAND.** Where hand excavation is required, Star 35 Laundry shall provide adequate manpower to perform that work.
- c. Full access must be maintained to Bay City's ROW at all times. Stockpiling, including spoil, or topsoil over the Crossing/Encroachment Area is not permitted, unless approved by Bay City.
- d. Any erosion control measures required for development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of the City ROW require the approval of Bay City as to equipment and method. Under no circumstances shall water be impounded on City ROW.
- e. Upon request by Star 35 Laundry, Bay City will determine the approximate location of its facilities in the City ROW, if any; however, in doing so, Bay City makes no warranty as to the accuracy of the locations and measurements given. Bay City also cannot provide assurance that its permanent line markers are positioned directly over its facilities.
- f. Original vegetation on City's ROW shall not be disturbed except in areas of approved construction, approved equipment, and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at Star 35 Laundry's expense along the City ROW boundaries if Bay City deems it necessary for safety or to ensure that contractor traffic does not travel over facilities in the ROW.

- g. Unless approved by Bay City, permanent structures, other than the parking lot, are not permitted on or within the Crossing/Encroachment Area. Permanent structures include manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles. No fences or temporary structures are allowed in the City ROW without the express written approval of Bay City. Temporary structures include items such as signs, trailers, temporary power poles, etc.
- h. The burning trash, debris, etc. is not be permitted within the City's ROW or the Crossing/Encroachment Area.
- i. Star 35 Laundry agrees to defend and hold Bay City harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Bay City, or their respective elected officials, directors, managers, employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, repair, or replacement of the herein permitted works.
- j. Bay City reserves the right to open, cut, excavate and dig across the Crossing/Encroachment Area herein granted by this Agreement after written notice to Star 35 Laundry. Star 35 Laundry shall be responsible for any damage to its improvements and property within the City ROW and Crossing/Encroachment Area.
- k. Excavation or grading, which might result in erosion or which could render Crossing/Encroachment Area inaccessible shall not be permitted unless Star 35 Laundry agrees to restore the area. Any erosion control measures within the Crossing/Encroachment Area, including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways, will require approval of a Bay City, as to the equipment and method.
- l. Bay City shall have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.

4. *Miscellaneous.*

- a. *Assignment.* Star 35 Laundry shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of Bay City. Any Conveyance of any kind or by any method without Bay City's prior written consent shall be null and void.
- b. *Independent Contractor.* Star 35 Laundry and Bay City are independent contractors, and nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, and Star 35 Laundry and Bay City have and shall have exclusive control of and the exclusive right to control the details of their respective operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, guests, and invitees.
- c. *Notices.* Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent

by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To Star 35 Laundry:
Attn.: Parul and Siddhrajsinh Atodaria
2008 Avenue L
Bay City, Texas 77414

To Bay City:
Attn.: Director of Public Works
1217 Avenue J
Bay City, Texas 77414

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

- d. *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state court of Matagorda County, Texas, which court shall have exclusive jurisdiction for such purpose. Each of the Parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.
- e. *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- f. *Headings; "Includes".* Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- g. *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
- h. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which Star 35 Laundry, Bay City, their officials, officers, employees, representatives, and

agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

- i. *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either Party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either Party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either Party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving Party.
- j. *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between Star 35 Laundry and Bay City regarding the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of Star 35 Laundry and Bay City or it shall have no effect and shall be void.
- k. *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

STAR 35 LAUNDRY

CITY OF BAY CITY, TEXAS

By: _____
 Name: _____
 Its: _____
 Date: _____

By: _____
 Mark A. Bricker, Mayor
 Date: _____

ATTEST: _____
 Rhonda Clegg , City Secretary

STATE OF TEXAS §
 §
 COUNTY OF MATAGORDA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ **for Star 35 Laundry**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A.D., 2017.

 Notary Public in and for the State of Texas
 My Commission Expires: _____
 Print Name: _____

Attachment: 20170413 - Encroachment Agreement - Star Laundry (Revised) (2570 : Star Laundry Encroachment Agreement)

STATE OF TEXAS §
 §
 COUNTY OF MATAGORDA §

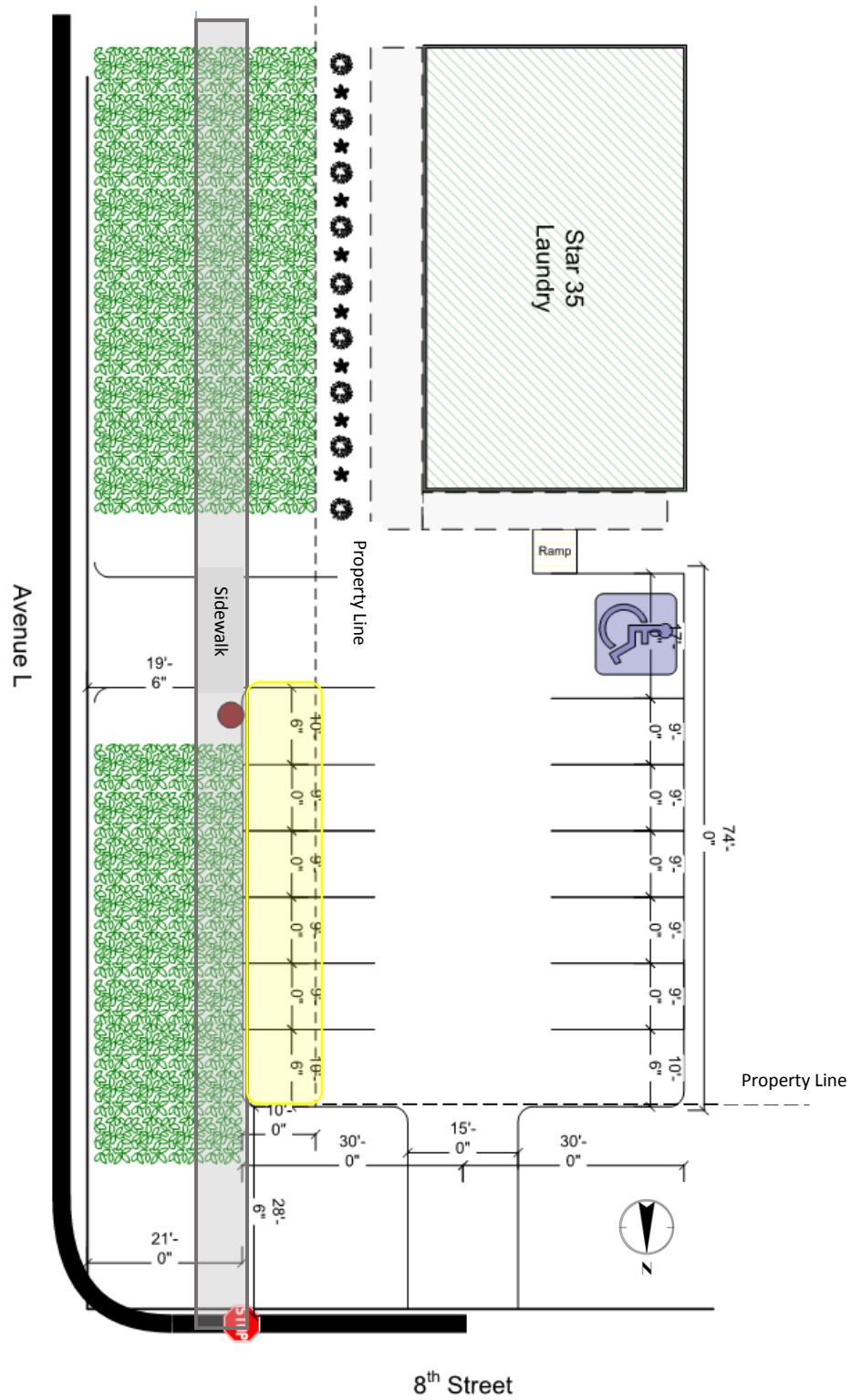
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark A. Bricker, **Mayor of the City of Bay City**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A.D., 20__.

 Notary Public in and for the State of Texas
 My Commission Expires: _____
 Print Name: _____

Attachment: 20170413 - Encroachment Agreement - Star Laundry (Revised) (2570 : Star Laundry Encroachment Agreement)

EXHIBIT A Crossing/Encroachment Agreement



Star Laundry at 2008 Ave L, Bay City TX
Legal Description: Bay City Original Townsite Block 161 Lot 7

Attachment: 20170413 - Encroachment Agreement - Star Laundry (Revised) (2570 : Star Laundry Encroachment Agreement)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2589

DISCUSSION ITEM (ID # 2589)

**DISCUSS THE CITY OF BAY CITY BECOMING A RAILROAD
QUIET ZONE CITY.**

COMMENTS - Current Meeting:

Mayor Bricker stated that he would try and get a study from both railroads to get a cost to determine the upgrade of the crossing. He went on to explain the process and the path forward.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2598 A

DISCUSSION ITEM (ID # 2598)

DISCUSS, CONSIDER, AND/OR APPROVE A CITY OF BAY CITY CLEANUP DAY.

COMMENTS - Current Meeting:

Councilman Cornman provided an update on the Cleanup Day. The Household Hazardous Day is scheduled for October 27th. It was suggested that the City's Cleanup Day be similar to Wharton's. Councilman Cornman stated that he would like some type of public education, but did not know how to address it.

Matt Cartier with WCA explained to Mayor and Council the current system in place for brush pick up, and added that they are looking at different ways to address this issue.

The Mayor informed Council that he suggested to WCA that they use rear loader trucks with three employees to a truck.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2590

DISCUSSION ITEM (ID # 2590)

**DISCUSS POLICIES PERTAINING TO TITLE 15 OF THE
TEXAS ELECTION CODE AND SECTION 39.02 OF THE
TEXAS PENAL CODE.**

COMMENTS - Current Meeting:

Mr. Kackley provided some background on the agenda item. He informed everyone that Mayor Pro Tem Folse did not violate the Election Code or the Penal Code.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2582

DISCUSSION ITEM (ID # 2582)

**DISCUSS, CONSIDER AND/OR TAKE ACTION AS DEEMED
APPROPRIATE CONCERNING THE MAYOR'S JUDGMENT
RELATIVE TO THE POSTING OF DEROGATORY AND
LEADING NEGATIVE MESSAGES DIRECTED AT
INDIVIDUALS ON HIS FACEBOOK PAGE AND OTHER FORMS
OF SOCIAL MEDIA.**

COMMENTS - Current Meeting:

Councilman Cornman stated that the agenda item had a lot to do with the mean spirited comments that target people. He went on to state that he thought they would have receive an apology at the last meeting. Councilman Cornman stated that he did not know if this was a generational thing, and that he had talked with Mark about this before. He added that he did not want to be a part of an organization that operated that way. It is leadership in the wrond direction.

Councilman Cornman made a motion to direct our City Attorney to present for adoption at our next meeting a resolution censoring the Mayor from using poor judgement in methods used to post City related matters on social media, which is targeted at individuals causing harm to them and harm to the reputation of City government.

The Mayor asked Councilman Cornman what posts was he referring to. Councilman Cornman stated where the Mayor targeted the CDC Director where he benefited from the Schulman Theater, and the discussion about the insurance thing. Discussions between Councilman Cornman and the Mayor.

MOTION BY COUNCILMAN CORNMAN, SECOND BY COUNCILWOMAN CAROLYN THAMES, TO DIRECT OUR CITY ATTORNEY TO PRESENT FOR ADOPTION AT OUR NEXT MEETING A RESOLUTION CENSORING THE MAYOR FROM USING POOR JUDGEMENT IN METHODS USED TO POST CITY RELATED MATTERS ON SOCIAL MEDIA, WHICH IS TARGETED AT INDIVIDUALS CAUSING HARM TO THEM AND HARM TO THE REPUTATION OF CITY GOVERNMENT. MOTION CARRIED BY UNANIMOUS VOTE.

The Mayor proceeded to read through all of his Facebook post beginning April 13, 2016 to January 16, 2017.



City Council
1901 5Th Street
Bay City, TX 77414

WITHDRAWN

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Personnel
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2599

AGENDA ITEM (ID # 2599)

**PURSUANT TO TEXAS GOVERNMENT CODE §551.074
(PERSONNEL MATTERS) CITY COUNCIL SHALL CONVENE
IN EXECUTIVE SESSION REGARDING THE APPOINTMENT
OF THE CHIEF OF POLICE.**

RESULT: WITHDRAWN



City Council
1901 5Th Street
Bay City, TX 77414

WITHDRAWN

Meeting: 04/13/17 07:00 PM
Department: Finance
Category: Agreement
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2557 A

AGENDA ITEM (ID # 2557)

PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.087, THE CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO DELIBERATE REGARDING A PROPOSED HOTEL OCCUPANCY TAX REIMBURSEMENT AGREEMENT WITH CANDLEWOOD SUITES TO REIMBURSE 50 PERCENT OF HOTEL OCCUPANCY TAXES GENERATED BY THE HOTEL IF CERTAIN REQUIREMENTS ARE SATISFIED.

BACKGROUND:

Several years ago the City was aggressively seeking economic development to compliment new industry coming to Bay City. During that time "Candlewood" approached the City requesting a 50% Hotel Occupancy Tax Rebate over a period of five years stating that it would be the first to bring a new hotel business in with a minimum \$7,000,000 investment while adding new jobs. However, the project was delayed for several years and the agreement was put on hold until now.

FINANCIAL IMPLICATIONS:

The City estimates \$150,000-\$200,000 over a 3 year period.

RECOMMENDATION:

Staff recommends approval of the Hotel Occupancy Tax Reimbursement Agreement

ATTACHMENTS:

Hotel Occupancy Tax Reimbursement Agreement

RESULT: WITHDRAWN



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2586

DISCUSSION ITEM (ID # 2586)

PURSUANT TO TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH CITY ATTORNEY), CITY COUNCIL WILL CONSULT WITH THE CITY ATTORNEY REGARDING COMPENSATION AND GROUP HEALTH INSURANCE BENEFITS OF MAYOR PRO TEM CHRYSTAL FOLSE UNDER SECTION 4.04 OF THE CITY CHARTER AND TO DISCUSS A SETTLEMENT AND COMPROMISE AGREEMENT.

COMPROMISE AND SETTLEMENT AGREEMENT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MATAGORDA	§	

ARTICLE ONE - PARTIES

- 1.1 City of Bay City, Texas (the “City”).
- 1.2 Chrystal Folse (“Folse”).
- 1.3 The City and Folse are collectively referred to herein as the “Parties” and may be individually referred to herein as a “Party.”

ARTICLE TWO – BACKGROUND & RECITALS

- 2.1 **Background:** A dispute has arisen between the City and Folse, which is briefly described as follows:

Around September 2013, Folse contacted the City Secretary and Finance Director to obtain City employee health insurance under Section 4.04 of the City Charter. ~~Section 4.04 of the City Charter was interpreted The City Secretary and Finance Director interpreted this section~~ to allow Folse to obtain health insurance at the same cost as City employees. In the summer of 2016, it was discovered that the City employee health insurance benefits that Folse had been receiving was not in compliance with Section 4.04 of the City Charter. The September 2013 interpretation of Section 4.04 was in error. On December 15, 2016⁶⁷, City Council clarified its interpretation of Section 4.04 by Resolution R-2016-24.

The City and Folse acknowledge that the improper cost allocation for the health insurance provided to Folse took place by mutual mistake of both the City and Folse. The parties have agreed in fairness to balance the responsibility associated with this mutual mistake by entering into this Compromise & Settlement Agreement (this “Settlement Agreement”). Therefore, the City intends to release Folse from any further obligations, claims and liabilities arising from Folse’s receipt of City employee health insurance benefits from September 1, 2013 through March 31, 2017, and Folse intends to release the City from any obligations, claims and liabilities related to, arising from or in connection with Folse’s receipt of City employee health insurance benefits from September 1, 2013 through March 31, 2017 by entering into and performing under this agreement. It is the intent and purpose of the Parties for Folse to fairly and peacefully resolve this matter through the terms of this Settlement Agreement.

ARTICLE THREE - AGREEMENT

3.1 **No Fault of Either Party:** The Parties agree that the initial interpretation of Section 4.04 of the City Charter and the allowance of City employee health insurance benefits to Folse at City employee cost was an honest mutual mistake and neither Party has any fault.

3.2 **Reimbursement:** Folse agrees to pay the City \$ to reimburse the City for the expense of all health care coverage provided at the city's expense. Folse agrees to pay this amount in 30 days.

3.3 **Release of the City:** For and in consideration of the agreements, promises, covenants and conditions set out in this Settlement Agreement, the sufficiency of which is hereby acknowledged and confessed by Folse, Folse has RELEASED AND DISCHARGED and does hereby RELEASE AND DISCHARGE the City, and its elected officials, officers, directors, employees, and successors (the City Released Parties) from and against any and all claims, demands, rights, obligations, liabilities, actions, causes, injuries, costs or expenses of any and every character or nature whatsoever, whether arising under statutory or common law, which have accrued or which may accrue hereafter on account of any and all damages of any nature, actual or exemplary, because of, in connection with, related to, or resulting from City employee health insurance benefits; provided, however, it is expressly agreed and understood that this release does not release the City from any obligations, covenants, agreements, representations or warranties created in this Settlement Agreement.

3.4 **Release of Folse:** For and in consideration of Folse's agreements, promises, covenants, conditions, representations, warranties, acknowledgments, confirmations, and acceptances, set out in this Settlement Agreement, the sufficiency of which is hereby confirmed, acknowledged and confessed by the City, the City has RELEASED AND DISCHARGED and does hereby RELEASE AND DISCHARGE Folse and its legal representatives, officers, directors, and successors from any and all claims, demands, rights, obligations, liabilities, actions, causes, injuries, costs or expenses, of any and every character or nature whatsoever, whether arising under statutory or common law, which have accrued or which may accrue hereafter on account of any and all damages of any nature, actual or exemplary, because of, in connection with, related to, or resulting from City employee health insurance benefits; provided, however, it is expressly agreed and understood that this release does not release Folse from any obligations, covenants, agreements, representations or warranties created in this Settlement Agreement.

ARTICLE FOUR - GENERAL PROVISIONS

4.1 **Warranties, Representations, Authorizations, Consents, Ratifications and Approvals:** The Parties represent and warrant to each other that each has conferred with their own attorneys concerning their respective rights and are fully satisfied with the settlement here made. Each Party represents and warrants to the other that they are the full owners of the claims sought to be released hereby and have the capacity and authority to do so subject to the express

provisions and conditions set out herein. The undersigned hereby represent and warrant that each is duly authorized and competent to execute this release on behalf of their respective Party and that each has obtained or will, with diligence, seek to obtain, all approvals, consents, authorizations and/or ratifications necessary to give full force and effect to this Settlement Agreement.

4.2 Consideration and No Admission of Liability: The Parties further expressly agree, understand and declare that the consideration for this Settlement Agreement is contractual and not a mere recital; and that neither this Settlement Agreement, nor any part hereof, shall be construed as an admission of liability on the part of the other, but is made to avoid the costs, fees, expenses and uncertainty of litigating disputed claims.

4.3 Texas Law to Apply: This Settlement Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Matagorda County, Texas.

4.4 Other Instruments: The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Settlement Agreement.

4.5 Headings: The headings used in this Settlement Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

4.6 Binding Effect: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal officers, associated or affiliated entities, members, managers, representatives, successors, and assigns.

4.7 Strict Construction: This Settlement Agreement has been fully negotiated between the Parties and their attorneys and shall be deemed to have been drafted collectively by the Parties, and the rule regarding the construction of ambiguities in the contracts against the drafter shall not apply to this Settlement Agreement and the terms, conditions and provisions of this Settlement Agreement shall not be construed more harshly against any one Party but instead shall be construed equally as between the Parties.

4.8 Legal Construction: In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Settlement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; and there shall be added to this Settlement Agreement such other and further provisions, terms and conditions as will give effect to the original intent of the parties and be valid, legal and enforceable.

4.9 Counterparts: This Settlement Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

Facsimile, scanned, emailed and other electronic signatures shall be as binding and enforceable as original signatures and a copy or reproduction showing signatures, including any copies reproduced electronically or by facsimile, photocopy or otherwise or any combination thereof shall be deemed as valid and enforceable as an executed copy or original.

4.10 **Pronouns:** Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

4.11 **Prior Agreements Superseded:** This Settlement Agreement supersedes any prior understandings or written or verbal agreements between the Parties respecting the subject matter herein and may not be amended, changed or modified unless done in writing signed by both Parties.

4.12 **Attorney Fees and Costs:** The Parties agree that the prevailing party in any subsequent lawsuit, action or arbitration arising from any alleged breach of this Settlement Agreement or the enforcement thereof shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred in connection therewith.

DATED and EFFECTIVE the 13th day of April 2017.

THE CITY OF BAY CITY, TEXAS

BY: _____ Date: _____
Mark A. Bricker, Mayor

ATTEST:

BY: _____
Rhonda Clegg, City Secretary

CHRYSTAL FOLSE

BY: _____ Date: _____
Chrystal Folse



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2596

DISCUSSION ITEM (ID # 2596)

**PURSUANT TO TEXAS GOVERNMENT CODE SECTION
551.071 (CONSULTATION WITH ATTORNEY), COUNCIL
SHALL CONVENE IN EXECUTIVE SESSION TO RECEIVE
LEGAL ADVICE FROM THE CITY ATTORNEY REGARDING
PENDING OR CONTEMPLATED LITIGATION CONCERNING
JOCELYN AMTOWER.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/13/17 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2597

DISCUSSION ITEM (ID # 2597)

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

COMMENTS - Current Meeting:

Took no action.