



BAY CITY

REVISED MINUTES • APRIL 9, 2015

Council Chambers

Regular Meeting

7:00 PM

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

1. CALL TO ORDER & CERTIFICATION OF QUORUM

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

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILWOMAN JULIE ESTLINBAUM

Texas State Flag Pledge:

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

3. 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.

Bay City resident Susan Dancer thanked Councilwoman Estlinbaum for her efforts. She spoke about reasons why many cities have regulations regarding towing. She stated that the current proposed rates were a 30% decrease to the current rates. Ms. Dancer added that she felt like the proposed ordinance was very small business unfriendly. She added that felt that each tow should be addressed individually.

Bay City resident Simon DeSoto invited everyone to come out on Saturday, May 9, 2015, for a Safety Expo at Tractor Supply from 9 a.m. - 12 p.m.

Bay City resident Buster Jackson stated that he believed the rates were fair.

4. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

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

Council was polled on item 4-2.

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

1. Report

CONSIDER AND/OR APPROVE THE MONTHLY FINANCIAL STATEMENTS AS OF FEBRUARY 28, 2015.

Phill Conner, Finance Director

Enacted and approved this 9th day of April, 2015, at Bay City

2. Ordinance

CONSIDER AND/OR APPROVE AN ORDINANCE THE CITY OF BAY CITY CODE OF ORDINANCES CHAPTER 42 FIRE PREVENTION AND PROTECTION BY AMENDING SECTION 42-77, TITLED AMENDMENTS; CREATING SECTION 42-81, TITLED ADDITIONAL INSPECTIONS; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES; PROVIDING PENALTIES FOR VIOLATIONS THEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Barry Calhoun, Director of Public Works

ORDINANCE

Enacted and approved this 9th day of April, 2015, at Bay City

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

1. Proclamation

PROCLAMATION DECLARING APRIL AS THE UNITED STATES ARMY CORPS OF ENGINEERS "LEARN TO SWIM WELL MONTH".

Mayor Mark A. Bricker

Simon DeSoto explained to everyone that his district of Corps of Engineers is a part of Galveston Corps of Engineer. He explained that his district takes care of the entire coast and five inland counties. Mr. DesSoto stated that there had been zero deaths in Matagorda County last year.

Mayor Bricker read from and presented the proclamation to Mr. DeSoto.

RESULT:	WITHDRAWN
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2. Ordinance

CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING CHAPTER 110 OF THE CITY CODE OR ORDINANCES RELATING TO NON-CONSENT TOWING OF VEHICLES; ESTABLISHING SECTION 110-187 NON-CONSENT TOWING FEES; AND ESTABLISHING ADDITIONAL PROVISIONS RELATING TO TOWING SERVICE PROVIDERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANEC IN CONFLICT HEREWITH; PROVIDING FOR

PENALTY, CUMULATIVE AND CONFLICTS CLAUSES; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

Captain Robert Lister, BCPD

Mr. Hyde explained that there were blanks within the ordinance that would need to be filled in regarding the fee study, if the ordinance was passed. He stated that if a requester requests to have a fee study, then the City would have to conduct the study. The requester must make up 50% of the towing. Councilwoman Estlinbaum asked if the requesting party would have to pay for the study, and Mr. Hyde stated yes. Mr. Hyde suggested that the non-refundable fee be the actual cost of the study.

Captain Rodriguez stated that they tried to narrow it down as much as they could, although Ms. Dancer made mention of the many different scenarios. Captain Rodriguez pointed out that there was an additional \$25 clean up fee that was not included in the proposed fee schedule. She made it known that Captain Lister contacted El Campo and Wharton and their fees are similar.

Councilwoman Estlinbaum explained that Ms. Dancer made mention of legislation that was coming down regarding a \$10 fee. She stated that the other wrecker companies, Jackson and Rodriguez, found that the fees were fair. Councilwoman Estlinbaum also clarified that the fees were only for police tows. Captain Rodriguez explained how the rotation schedule worked, and added that a wrecker service did not have to be a part of the Police Department rotation schedule.

Ms. Dancer pointed out that her main concern was for those extenuating circumstances that were not being addressed.

Mayor Pro Tem Thames asked why this was brought up. Captain Rodriguez stated that it was brought up three years ago, due to complaints. There was company that charged what they wanted. Captain Rodriguez reiterated that Ms. Dancer's complaint was with the other circumstances.

Councilwoman Estlinbaum stated that if it was approved, she would be willing to revisit the issue in 6 months. The Mayor stated that if there were issues before 6 months, that he suggested they come forward.

Councilwoman Estlinbaum made a motion to approve the ordinance. There was no second. The motion failed.

RESULT:	DEFEATED [1 TO 3]
AYES:	Estlinbaum
NAYS:	Folse, Johnson, Thames
EXCUSED:	Cornman

3. Resolution

CONSIDER AND/OR APPROVE RESOLUTION SUPPORTING TXDOT TRANSPORTATION ALTERNATIVES PROGRAM PROJECT.

Barry Calhoun, Director Public Works

Mr. Calhoun explained that the program was federally funded. It was for non-traditional transportation alternatives, like bike trails and sidewalks. He informed Mayor and Council that the application was due by May 4th. Mr. Calhoun stated that they have already sought community support from the County, ISD, businesses along the area as well as apartments.

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

RESOLUTION

Enacted and approved this 9th day of April, 2015, at Bay City

4. Report

PROVIDE UPDATE ON NORTH DOWNTOWN PLAN.

Mayor Mark A. Bricker

The Mayor provided an update on the committee meeting that was held. They reviewed TIRZ information, form-based codes, and City land development. The Mayor informed everyone of the members on the committee.

RESULT:	WITHDRAWN
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5. Contract

DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT BETWEEN THE CITY OF BAY CITY AND JONES & CARTER FOR TRANSPORTATION MASTER PLAN AND STANDARDS FOR DOWNTOWN DISTRICT.

Mayor Mark A. Bricker

The Council Meeting recessed at 8:05 p.m. due to technical difficulties with the City Secretary's computer.

Mayor reconvened the Council Meeting at 8:14 p.m.

The Mayor reminded Council that he received direction from them. The first half of the contract was for the transportation plan. The roads would be color coded to determine what use the road would be. The second half of the contract was for drawing up the codes for the North Downtown Plan.

Councilwoman Folse stated that she did not feel that they needed to spend any money until they got some roads done. She added that she felt as if they were halfway doing things. Mayor strongly disagreed with Councilwoman Folse, and added that them not doing this would be the City not doing anything.

Mayor Pro Tem Thames asked if the transportation plan was just for the North Downtown Plan, or for the entire City. The Mayor stated it would be for the entire City.

Councilman Johnson stated that he felt as if they had too many irons in the pot, and that they needed to focus on the things they were working on. The Mayor stated that for so many months he heard Council talk about the 2040 Plan and getting it approved. He added that he has focused on that and now that the City was ready to move, he felt as if he was being told to wait.

The consensus of Council was that the plan was really good. They felt like they started too many projects and they did not complete any. Council would like to complete a project.

Councilwoman Folse asked who would be over the transportation plan and North Downtown Plan. The Mayor stated that he would be the point person.

It was the consensus to table the item until the next meeting, and place the form-based codes on the next Planning Commission Meeting.

RESULT: TABLED

Next: 4/23/2015 7:00 PM

6. Policy

DISCUSS, CONSIDER AND/OR APPROVE ADOPTING 2040 CITY BOARDS/COMMISSIONS GOALS.

Mayor Mark A. Bricker

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

Enacted and approved this 9th day of April, 2015, at Bay City

7. Report

RECEIVE UPDATE ON THE 16TH STREET POOL.

Kelly Penewitt, Parks and Recreation Supervisor

Ms. Penewitt informed Mayor and Council that they were making progress. The staff has been scrubbing everyday. Ms. Penewitt stated that the water heater was working and the women's drains were working again. She stated that they have made some strides in the Lifeguard area. Ms. Penewitt pointed out that they were doing some work at Hilliard Pool.

Councilman Johnson asked how many Lifeguards did they need, and Ms. Penewitt stated 20. Mayor Pro Tem Thames asked if Ms. Penewitt believed that the fee for the Lifeguards was hindering the recruitment. Ms. Penewitt stated that she did not believe so, and that she had not heard anything.

Councilwoman Estlinbaum asked how long did the certification last, and Ms. Penewitt stated 2 years.

8. Report

RECEIVE UPDATE ON AVIATION GAS PROJECT.

John Garr, Community Services Director

Mr. Garr informed Mayor and Council that they needed to get the unleaded fuel into operations again. He stated that the fastest way to get up and running would be to purchase a new tank and install it in the kiosk. It would be working by May.

Mayor asked for a history lesson on why the tank was decommissioned. Mr. Garr stated that the current tank was 35 years old. It failed a test, which triggered an inspection. Councilman Johnson expanded on Mr. Garr's explanation.

The Mayor spoke about the other options that were researched. Mayor Pro Tem Thames asked if the new tank was in the budget, and Mr. Garr stated no, that it was not anticipated.

It was the consensus of Council to move forward and bring the item back on the next agenda.

9. Report

STATUS UPDATE ON REPAIR OPTIONS FOR NILE VALLEY ROAD.

The Mayor informed everyone that the committee met two weeks ago. They are looking to get a scope of work from Jones & Carter to get a short and long term fix.

Councilman Johnson informed everyone that they would meet tomorrow at 9 a.m.

6. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilwoman Estlinbaum informed everyone that Bay City would be hosting plays. Bay City will perform at 3 p.m. on Saturday. Councilwoman Thames also informed everyone that the Realtor Day scheduled on Saturday, will be postponed until the 25th.

Mayor Pro Tem Thames stated that if anyone saw a lot of yellow vest, the Lion's would be hosting an event beginning tomorrow. There will be approximately 200 guests in town.

Mayor informed everyone that tomorrow was the United Day of Caring.

7. 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 Workshop Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Thursday, April 2, 2015 before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Lillie Norris
Deputy City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/09/15 07:00 PM
Department: Finance
Category: Report
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1847 A

ADOPTED

AGENDA ITEM (ID # 1847)

**CONSIDER AND/OR APPROVE THE MONTHLY FINANCIAL
STATEMENTS AS OF FEBRUARY 28, 2015.**

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Chrystal Folse, Steven Johnson, Carolyn Thames, Julie Estlinbaum
EXCUSED:	William Cornman

**City of Bay City
Financial Statement
As of February 28, 2015**

General Fund (Fund 11)

Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Property Taxes	\$ 3,815,453	1,589,772	\$ 3,384,928	\$ 1,795,156	89%
Other Local Taxes	4,901,681	2,042,367	2,103,201	60,834	43%
Fines & Penalties	307,700	128,208	111,617	(16,591)	36%
Licenses & Permits	263,750	109,896	70,438	(39,458)	27%
Miscellaneous	3,427,124	1,427,968	1,230,257	(197,711)	36%
Transfers	113,126	47,136	41,684	(5,452)	37%
Other Revenue	55,600	23,167	5,877	(17,289)	11%
Total Revenues	\$ 12,884,434	\$ 5,368,514	\$ 6,948,003	\$ 1,579,489	54%
<u>Expenditures</u>					
City Secretary	\$ 318,209	\$ 132,587	\$ 117,289	\$ (15,298)	37%
City General Services	2,437,507	1,015,628	1,483,002	467,374	61%
Administrative Council	257,510	107,296	95,304	(11,991)	37%
Main Street	40,391	16,830	13,737	(3,093)	34%
Municipal Court	305,621	127,342	121,958	(5,384)	40%
Finance	269,606	112,336	105,145	(7,191)	39%
Code Enforcement	186,083	77,535	59,640	(17,895)	32%
Police	4,052,505	1,688,544	1,677,535	(11,009)	41%
Animal Impoundment	155,221	64,675	56,845	(7,830)	37%
Volunteer Fire Dept.	187,013	77,922	38,046	(39,876)	20%
Public Works	3,140,148	1,308,395	967,092	(341,303)	31%
Service Center	64,390	26,829	23,886	(2,943)	37%
Parks	523,816	218,257	205,308	(12,949)	39%
Riverside Park	165,765	69,069	71,808	2,739	43%
Recreation	128,671	53,613	41,899	(11,714)	33%
Aquatics	242,931	101,221	52,455	(48,766)	22%
Teen Center	4,544	1,893	1,818	(75)	40%
Total Expenditures	\$ 12,479,931	\$ 5,199,971	\$ 5,132,767	\$ (67,204)	41%
Net Revenue (Expenditures)	\$ 404,503	\$ 168,543	\$ 1,815,236	\$ 1,646,693	
Beginning Fund Balance	\$ 3,090,353	\$ 3,090,353	\$ 2,529,875		
Ending Fund Balance	\$ 3,494,856	\$ 3,258,896	\$ 4,345,111		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Emergency & Disaster Recovery Fund (Fund 23)

Percent of Fiscal Year Complete 42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Utility Fees	\$ -	\$ -	\$ -	\$ -	N/A
Interest	-	-	148	148	N/A
Total Revenues	\$ -	\$ -	\$ 148	\$ 148	N/A
<u>Expenditures</u>					
Bad Debt	\$ -	\$ -	\$ (25)	\$ (25)	N/A
Total Expenditures	\$ -	\$ -	\$ (25)	\$ (25)	
Net Revenue (Expenditures)	\$ -	\$ -	\$ 173	\$ 173	
Beginning Fund Balance	\$ 555,316	\$ 555,316	\$ 554,735		
Ending Fund Balance	\$ 555,316	\$ 555,316	\$ 554,908		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Civic & Cultural Arts Fund (Fund 25)

Percent of Fiscal Year Complete 42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Hotel Occupancy Tax	\$ 475,000	197,917	\$ 283,288	\$ 85,371	60%
Miscellaneous	66,650	27,771	29,893	2,122	45%
Total Revenues	\$ 541,650	\$ 225,688	313,181	\$ 87,493	58%
<u>Expenditures</u>					
Civic & Cultural Art	\$ 46,471	\$ 19,363	\$ 13,911	\$ (5,452)	30%
Convention & Visitors Bureau	201,300	83,875	74,242	(9,633)	37%
Civic Center	240,750	100,313	145,055	44,742	60%
Matagorda County Museum	48,000	20,000	49,000	29,000	102%
Total Expenditures	\$ 536,521	\$ 223,550	\$ 282,208	\$ 58,657	53%
Net Revenue (Expenditures)	\$ 5,129	\$ 2,137	\$ 30,973	\$ 28,836	
Beginning Fund Balance	\$ 270,197	\$ 270,197	\$ 244,765		
Ending Fund Balance	\$ 275,326	\$ 272,334	275,738		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Police Forfeiture Fund (Fund 24)
Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ 25	\$ 10	\$ 16	\$ 5	64%
Forfeiture Revenue	5,000	2,083	-	(2,083)	0%
Total Revenues	\$ 5,025	\$ 2,094	\$ 16	\$ (2,078)	0%
<u>Expenditures</u>					
Personnel	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Supplies & Materials	10,000	4,167	(1,748)	(5,915)	-17%
Other Charges & Services	-	-	-	-	N/A
Repairs & Maintenance	-	-	-	-	N/A
Capital Outlay	-	-	-	-	#DIV/0!
Total Expenditures	\$ 10,000	\$ 4,167	(1,748)	\$ (5,915)	-17%
Net Revenue (Expenditures)	\$ (4,975)	\$ (2,073)	\$ 1,764	\$ 3,837	
Beginning Fund Balance	\$ 49,780	\$ 49,780	\$ 47,733		
Ending Fund Balance	\$ 44,805	\$ 47,707	\$ 49,497		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Municipal Court Technology Fund (Fund 29)

Percent of Fiscal Year Complete 42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Court Technology Fee	\$ 8,000	\$ 3,333.33	\$ 2,224	\$ (1,109)	28%
Interest	-	-	15	15	N/A
Total Revenues	\$ 8,000	\$ 3,333	\$ 2,239	\$ (1,094)	28%
<u>Expenditures</u>					
Supplies & Materials	\$ 700	\$ 291.67	\$ -	\$ (292)	N/A
Other Charges & Services	12,500	5,208.33	(299)	(5,507)	-2%
Repairs & Maintenance	-	-	-	-	N/A
Total Expenditures	\$ 13,200	\$ 5,500	\$ (299)	\$ (5,799)	-2%
Net Revenue (Expenditures)	\$ (5,200)	\$ (2,167)	\$ 2,538	\$ 4,705	
Beginning Fund Balance	\$ 50,623	\$ 50,623	\$ 52,655		
Ending Fund Balance	\$ 45,423	\$ 48,456	55,193		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Municipal Court Building Security Fund (Fund 27)

Percent of Fiscal Year Complete 42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Building Security Fee	\$ 6,000	\$ 2,500	\$ 1,668	\$ (832)	28%
Interest	-	-	12	12	N/A
Total Revenues	\$ 6,000	\$ 2,500	1,680	\$ (820)	28%
<u>Expenditures</u>					
Personnel	\$ 12,500	\$ 5,208	\$ 382	\$ (4,826)	3%
Total Expenditures	\$ 12,500	\$ 5,208	382	\$ (4,826)	3%
Net Revenue (Expenditures)	\$ (6,500)	\$ (2,708)	\$ 1,298	\$ 4,006	
Beginning Fund Balance	\$ 39,085	\$ 39,085	\$ 43,607		
Ending Fund Balance	\$ 32,585	\$ 36,377	44,904		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Donation Fund (Fund 21)

Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 40	\$ 40	N/A
Grants	-	-	47,467	47,467	#DIV/0!
USO Restoration Donations	-	-	5,698	5,698	#DIV/0!
KBCB Donations	-	-	-	-	N/A
Train Depot Donations	-	-	-	-	N/A
Animal Impoundment Donations	-	-	125	125	N/A
Total Revenues	\$ -	\$ -	53,330	\$ 53,330	
<u>Expenditures</u>					
USO Restoration	\$ -	\$ -	\$ 4,235	\$ 4,235	N/A
KBCB	-	-	-	-	N/A
Transfer to Other Funds	-	-	-	-	N/A
Animal Impoundment	-	-	-	-	N/A
Total Expenditures	\$ -	\$ -	4,235	\$ 4,235	N/A
Net Revenue (Expenditures)	\$ -	\$ -	\$ 49,095	\$ 49,095	
Beginning Fund Balance	\$ 77,693	\$ 77,693	\$ 82,494		
Ending Fund Balance	\$ 77,693	\$ 77,693	131,589		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Library Fund (Fund 26)

Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Fines	\$ 7,000	\$ 2,916.67	\$ 2,129	\$ (787)	30%
Interest	-	-	32	32	N/A
Rental Proceeds	78,840	32,850	32,850	-	42%
Grants	-	-	-	-	N/A
Donations	10,000	4,167	-	(4,167)	0%
County Funding	200,000	83,333	100,000	16,667	50%
Other Income-Other Entitiy	-	-	-	-	#DIV/0!
Other Income	16,000	6,667	22,952	16,285	143%
Transfer from General Fund	131,480	54,783	54,783	0	42%
Total Revenues	\$ 443,320	\$ 184,717	212,747	\$ 28,030	48%
<u>Expenditures</u>					
Personnel	\$ 251,542	\$ 104,809	\$ 92,605	\$ (12,205)	37%
Supplies & Materials	57,250	23,854	16,210	(7,644)	28%
Other Charges & Services	118,500	49,375	53,579	4,204	45%
Repairs & Maintenance	13,000	5,417	6,014	597	46%
Total Expenditures	\$ 440,292	\$ 183,455	168,407	\$ (15,048)	38%
Net Revenue (Expenditures)	\$ 3,028	\$ 1,262	\$ 44,340	\$ 43,078	
Beginning Fund Balance	\$ 87,296	\$ 87,296	\$ 74,678		
Ending Fund Balance	\$ 90,324	\$ 88,558	119,017		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Police Task Force Fund (Fund 30)
Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ (68)	\$ (68)	N/A
County Funding	5,000	2,083	-	(2,083)	N/A
Miscellaneous	5,000		1,927		
City Funding	5,000	2,083	-	(2,083)	N/A
Total Revenues	\$ 15,000	\$ 4,167	\$ 1,859	\$ (4,234)	N/A
<u>Expenditures</u>					
Personnel	\$ 2,500	\$ 1,042	\$ -	\$ (1,042)	N/A
Supplies & Materials	10,000	4,167	-	(4,167)	N/A
Other Charges & Services	5,000	2,083	(1,032)	(3,115)	N/A
Repairs & Maintenance	-	-	-	-	N/A
Capital Outlay	-	-	-	-	N/A
Total Expenditures	\$ 17,500	\$ 7,292	(1,032)	\$ (8,323)	N/A
Net Revenue (Expenditures)	\$ (2,500)	\$ (3,125)	\$ 2,891	\$ 4,089	
Beginning Fund Balance	\$ 13,568	\$ 13,568	\$ 12,119		
Ending Fund Balance	\$ 11,068	\$ 10,443	\$ 15,010		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Utility Fund (Fund 61)

Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Charges for Services	\$ 7,282,170	\$ 3,034,238	\$ 2,816,363	\$ (217,874)	39%
Fines & Penalties	-	-	-	-	N/A
License & Permits	-	-	-	-	N/A
Miscellaneous	1,000	417	101,761	101,345	10176%
Total Revenues	\$ 7,283,170	\$ 3,034,654	2,918,125	\$ (116,529)	40%
<u>Expenditures</u>					
General Operation	\$ 3,996,106	\$ 1,665,044	\$ 1,570,936	\$ (94,108)	39%
Water	1,471,688	613,203	440,028	(173,175)	30%
Sewer	1,360,492	566,872	613,440	46,568	45%
Warehouse Operations	50,200	20,917	29,631	8,715	59%
Total Expenditures	\$ 6,878,486	\$ 2,866,036	2,654,035	\$ (212,000)	39%
Net Revenue (Expenditures)	\$ 404,684	\$ 168,618	\$ 264,089	\$ 95,471	
Beginning Fund Balance	\$ 2,507,007	\$ 2,507,007	\$ 22,135,807		
Ending Fund Balance	\$ 2,911,691	\$ 2,675,625	\$ 22,399,896		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Utility Debt Service Fund (Fund 63)
Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 450	\$ 450	N/A
Transfer from General Fund	86,312	35,963	35,963	0	42%
Transfer from Utility Fund	698,339	290,975	290,975	0	42%
Transfer from Const. Fund	-	-	-	-	N/A
Total Revenues	\$ 784,651	\$ 326,938	327,388	\$ 450	42%
<u>Expenditures</u>					
Other Charges & Services	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Debt Service	785,150	327,146	-	(327,146)	0%
Total Expenditures	\$ 785,150	\$ 327,146	\$ -	\$ (327,146)	0%
Net Revenue (Expenditures)	\$ (499)	\$ (208)	\$ 327,388	\$ 327,596	
Beginning Fund Balance	\$ 145,223	\$ 145,223	\$ 47,074		
Ending Fund Balance	\$ 144,724	\$ 145,015	374,462		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Municipal Airport Fund (Fund 64)
Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Miscellaneous	\$ 133,000	\$ 55,417	\$ 50,619	\$ (4,798)	38%
Transfers	120,464	50,193	50,193	0	42%
Other Revenue	221,000	92,083	65,609	(26,474)	30%
Cost of Fuel	(148,067)	(61,695)	(56,686)	5,008	38%
Total Revenues	\$ 326,397	\$ 135,999	109,735	\$ (26,264)	34%
<u>Expenditures</u>					
Personnel	\$ 98,525	\$ 41,052	\$ 37,361	\$ (3,691)	38%
Supplies & Materials	41,000	17,083	5,378	(11,706)	13%
Other Charges & Services	33,000	13,750	27,804	14,054	84%
Repairs & Maintenance	18,500	7,708	51,502	43,794	278%
Capital Expenditures	40,000	16,667	21,168	4,502	53%
Total Expenditures	\$ 231,025	\$ 96,260	143,213	\$ 46,953	62%
Net Revenue (Expenditures)	\$ 95,372	\$ 39,738	\$ (33,479)	\$ (73,217)	
Beginning Fund Balance	\$ 236,164	\$ 236,164	\$ 117,469		
Ending Fund Balance	\$ 331,536	\$ 275,902	83,990		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Debt Service Fund (Fund 80)
Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Property Taxes	\$ 404,970	\$ 168,738	\$ 363,570	\$ 194,833	90%
Miscellaneous	-	-	140	140	N/A
Transfers	1,578,000	657,500	657,500	-	42%
Total Revenues	\$ 1,982,970	\$ 826,238	1,021,210	\$ 194,973	51%
<u>Expenditures</u>					
Debt Service	\$ 1,975,488	\$ 823,120	\$ 80,108	\$ (743,012)	4%
Total Expenditures	\$ 1,975,488	\$ 823,120	\$ 80,108	\$ (743,012)	4%
Net Revenue (Expenditures)	\$ 7,482	\$ 3,118	\$ 941,102	\$ 937,985	
Beginning Fund Balance	\$ 84,001	\$ 84,001	\$ (146,492)		
Ending Fund Balance	\$ 91,483	\$ 87,119	\$ 794,610		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Information Services Fund (Fund 81)

Percent of Fiscal Year Complete 42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 111	\$ 111	N/A
Transfers	610,449	254,354	181,160	(73,193)	30%
Other Revenue	-	-	-	-	N/A
Total Revenues	\$ 610,449	\$ 254,354	\$ 181,271	\$ (73,083)	30%
<u>Expenditures</u>					
Personnel	\$ 256,249	\$ 106,770	\$ 86,348	\$ (20,422)	34%
Supplies & Materials	20,200	8,417	2,379	(6,038)	12%
Other Charges & Services	273,000	113,750	78,418	(35,332)	29%
Repairs & Maintenance	36,000	15,000	5,865	(9,135)	16%
Capital Outlay	25,000	10,417	10,485	68	42%
Total Expenditures	\$ 610,449	\$ 254,354	183,495	\$ (70,859)	30%
Net Revenue (Expenditures)	\$ -	\$ -	\$ (2,223)	\$ (2,223)	
Beginning Fund Balance	\$ 108,248	\$ 108,248	73,488		
Ending Fund Balance	\$ 108,248	\$ 108,248	71,265		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Financial Statement
As of February 28, 2015**

Maintenance Fund (Fund 82)
Percent of Fiscal Year Complete

42%

	Total Budget	Budget as of 2 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 366	\$ 366	N/A
Transfers	903,979	376,658	192,642	(184,016)	21%
Other Revenue	-	-	-	-	N/A
Total Revenues	\$ 903,979	\$ 376,658	\$ 193,007	\$ (183,651)	21%
<u>Expenditures</u>					
Equipment Maintenance	\$ 242,836	\$ 101,182	\$ 87,703	\$ (13,479)	36%
Facility Maintenance	652,553	271,897	109,047	(162,850)	17%
Total Expenditures	\$ 895,389	\$ 373,079	196,750	\$ (176,329)	22%
Net Revenue (Expenditures)	\$ 8,590	\$ 3,579	\$ (3,743)	\$ (7,322)	
Beginning Fund Balance	\$ (2,687)	\$ (2,687)	537		
Ending Fund Balance	\$ 5,903	\$ 892	(3,205)		

Attachment: Financial Reports 2-28-15 (1847 : Financial Statements for February 2015)

**City of Bay City
Analysis of Legal Fees
YTD as of 2/28/15**

Dept	Vendor	Total
City Secretary		
City Secretary Total		0.00
City General	Denton, Navarro, Rocha	44,076.43
	Bracewell & Giuliani	31,064.67
	Hayes & Pendergraft	4,819.00
City General Total		79,960.10
Municipal Court	Deadrick Post, LLC	11,250.00
Municipal Court Total		6,750.00
Finance		
Finance Total		
Public Works	Foss, Hardy and Arbuckle	71.00
	Cardmember Services	34.00
Public Works Total		105.00
Economic Development		
Economic Develop. Total		0.00
PD Forfeiture		
PD Forfeiture Total		
PD Pending Forfeiture	Court Costs	6,138.00
PD Pending Forfeiture Total		6,138.00
PD Task Force Fund	Court Costs	2,002.00
PD Task Force Fund Total		2,002.00
Capital Projects		
Capital Projects Total		
Utility General	Denton, Navarro, Rocha	19.50
Utility General Total		19.50
Airport	Denton, Navarro, Rocha	8,210.50
Airport Total		8,210.50
Information Tech		
Information Tech Total		
		103,185.10

Attachment: Feb 2015 Legal & Engineering (1847 : Financial Statements for February 2015)

Engineering Fees Analysis

Department:	2013-2014	2014-2015
City General (11-410)	\$ 1,415.00	\$ -
Municipal Court (11-425)	\$ 4,210.00	\$ -
Public Works (11-475)	\$ 121,936.00	\$ 14,744.48
BC Civic Ctr (25-415)	\$ 500.00	\$ -
Street Maint. & Const. (28-475)	\$ (1,420.00)	\$ 5,373.00
Capital Projects (31-405)	\$ -	\$ 29,700.00
Paving Projects (34-405)	\$ 28,250.00	\$ -
Utility General (61-405)	\$ 31,229.18	\$ -
Water Division (61-410)	\$ 59,665.80	\$ 9,023.25
Sewer Division (61-415)	\$ 172,445.28	\$ 48,940.00
Water Meter Repl. (62-415)	\$ 8,549.90	\$ -
Airport (64-405)	\$ 4,575.00	\$ 2,365.00
Facility Maint. (82-410)	\$ 1,000.65	
Totals:	\$ 432,356.81	\$ 110,145.73

As of 12/31/2014 in total have received \$639,259.70 from Tenaris

As of 12/31/2014 in total have billed Tenaris \$684,687.82 for reimbursement

**City of Bay City
Analysis of Legal Fees
YTD as of 2/28/15**

Dept	Vendor	Total
City Secretary		
City Secretary Total		0.00
City General	Denton, Navarro, Rocha	
	Inv for Sept svcs pd in Nov	31,568.99
	Inv for Oct svcs pd in Dec	<u>12,507.44</u>
	Total Denton Navarro, Rocha	44,076.43
	Bracewell & Giuliani	31,064.67
	Hayes & Pendergraft	4,819.00
City General Total		79,960.10
Municipal Court	Deadrick Post, LLC	11,250.00
Municipal Court Total		6,750.00
Finance		
Finance Total		
Public Works	Foss, Hardy and Arbuckle	71.00
	Cardmember Services	34.00
Public Works Total		105.00
Economic Development		
Economic Develop. Total		0.00
PD Forfeiture		
PD Forfeiture Total		
PD Pending Forfeiture	Court Costs	6,138.00
PD Pending Forfeiture Total		6,138.00
PD Task Force Fund	Court Costs	2,002.00
PD Task Force Fund Total		2,002.00
Capital Projects		
Capital Projects Total		
Utility General	Denton, Navarro, Rocha	19.50
Utility General Total		19.50
Airport	Denton, Navarro, Rocha	8,210.50
Airport Total		8,210.50
Information Tech		
Information Tech Total		
		103,185.10

Attachment: Feb 2015 Legal & Engineering - Amended (1847 : Financial Statements for February 2015)

Engineering Fees Analysis

Department:		2013-2014
City General (11-410)		\$ 1,415.00
Municipal Court (11-425)		\$ 4,210.00
Public Works (11-475)		\$ 121,936.00
	Inv for Sept svcs pd in Nov	31568.99
	Inv for Oct svcs pd in Dec	12507.44
	Total Denton Navarro, Rocha	44076.43
BC Civic Ctr (25-415)		\$ 500.00
Street Maint. & Const. (28-475)		\$ (1,420.00)
Capital Projects (31-405)		\$ -
Paving Projects (34-405)		\$ 28,250.00
Utility General (61-405)		\$ 31,229.18
Water Division (61-410)		\$ 59,665.80
Sewer Division (61-415)		\$ 172,445.28
Water Meter Repl. (62-415)		\$ 8,549.90
Airport (64-405)		\$ 4,575.00
Facility Maint. (82-410)		\$ 1,000.65
Totals:		<u>\$ 432,356.81</u>

As of 12/31/2014 in total have received \$639,259.70 from Tenaris

As of 12/31/2014 in total have billed Tenaris \$684,687.82 for reimbursement

Attachment: Feb 2015 Legal & Engineering - Amended (1847 : Financial Statements for February 2015)

2014-2015

\$ -
 \$ -
 \$ 14,744.48

\$ -
 \$ 5,373.00
 \$ 29,700.00
 \$ -
 \$ -
 \$ 9,023.25
 \$ 48,940.00
 \$ -
 \$ 2,365.00

\$ 110,145.73





City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

ORDINANCE (ID # 1841)

Meeting: 04/09/15 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1841

CONSIDER AND/OR APPROVE AN ORDINANCE THE CITY OF BAY CITY CODE OF ORDINANCES CHAPTER 42 FIRE PREVENTION AND PROTECTION BY AMENDING SECTION 42-77, TITLED AMENDMENTS; CREATING SECTION 42-81, TITLED ADDITIONAL INSPECTIONS; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES; PROVIDING PENALTIES FOR VIOLATIONS THEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Chrystal Folse, Steven Johnson, Carolyn Thames, Julie Estlinbaum
EXCUSED:	William Cornman

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AMENDING THE CITY OF BAY CITY CODE OF ORDINANCES CHAPTER 42 FIRE PREVENTION AND PROTECTION BY AMENDING SECTION 42-77, TITLED AMENDMENTS; CREATING SECTION 42-81, TITLED ADDITIONAL INSPECTIONS; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES; PROVIDING PENALTIES FOR VIOLATIONS THEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted the Fire Prevention Code Ordinance of the City with the provisions which have been codified as Chapter 42 of the Code of Ordinances; and

WHEREAS, the City Council approved the establishment of fire safety inspection fees by ordinance for licenses, permits, and services provided by the City detailed herein; and

WHEREAS, the City Council recognizes the necessity of inspections of fire alarm and sprinkler systems, fire safety inspections, fire occupancy inspections and any other service provided by the City detailed herein; and

WHEREAS, the City Council has determined that the safety, health and welfare of the citizens and general public require the implementation of fire safety inspections; and

WHEREAS, the City Council has determined that Chapter 42 of the Code of Ordinances shall be amended to adopt the fire safety inspection requirements and fees.

NOW, THEREFORE, BE IT ORDAINED 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 are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 2. Code Amended. The Code of Ordinances, Chapter 42 (entitled "Fire Prevention and Protection"), Article III (Fire Prevention Code) is hereby amended and shall read as follows:

Section 42-77. Amendments. The International Fire Code as adopted in this article is hereby amended in the following respects:

Section 113.2 is hereby amended to read as follows:

Sprinkler Systems:

Valuation	Fee - Plan Review Services	Fee - Inspection Services	Total Fees
Up to 250,000	\$525.00	\$787.50	\$1,312.50
\$251,000 to \$500,000	\$892.50	\$1,102.50	\$1,995.00
\$501,000 to \$1,000,000	\$1,155.00	\$1,417.50	\$2,572.50
\$1,001,000 to \$3,000,000	\$1,680.00	\$1,995.00	\$3,675.00
\$3,001,000 to \$6,000,000	\$2,520.00	\$2,992.50	\$5,512.50
\$6,000,000 & up	\$2,520.00 + \$0.25 for each additional \$1,000	\$2,992.50 + \$0.25 for each additional \$1,000	\$5,512.50 +

Valuation based on construction valuation for project

Fire Alarm Systems:

Valuation	Fee - Plan Review Services	Fee - Inspection Services	Total Fees
Up to 250,000	\$525.00	\$787.50	\$1,312.50
\$251,000 to \$500,000	\$892.50	\$1,102.50	\$1,995.00
\$501,000 to \$1,000,000	\$1,155.00	\$1,417.50	\$2,572.50
\$1,001,000 to \$3,000,000	\$1,680.00	\$1,995.00	\$3,675.00
\$3,001,000 to \$6,000,000	\$2,520.00	\$2,992.50	\$5,512.50
\$6,000,000 & up	\$2,520.00 + \$0.25 for each additional \$1,000	\$2,992.50 + \$0.25 for each additional \$1,000	\$5,512.50 +

Valuation based on construction valuation for project

Section 42-81. Additional Inspections. The following inspections and fees shall also be required:

- a) All annual inspections, whether required by State law, Municipal Ordinance or private agreements shall require an inspection fee of \$157.50 per location. A re-inspection fee of \$157.50 per location, will be assessed as required.
- b) A Fire Certificate of Occupancy inspection shall require an inspection fee of \$157.50 per location/per hour. The minimum inspection fee shall be \$157.50 per location. A re-inspection fee of \$157.50 per location, will be assessed as required.

Section 3. Payment of Fees. All persons, firms, or corporations applying for licenses or permits or receiving other City services described herein that require the payment of a fee

incident to such application or service shall pay the fees as prescribed herein. It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described herein is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.

Section 4. Cumulative. This Ordinance shall be cumulative of all fee provisions of the Code of Ordinances of the City of Bay City, Texas as to the fees set forth herein on the effective date of this Ordinance, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Section 5. Amending Fees. The City Council may, from time to time, by adopting new ordinances add to the fees set forth herein, and the fees now or hereafter set forth may be modified from time to time by order of the City Council.

Section 6. 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 7. Penalty. Any person found to be in violation of this Ordinance, unless otherwise specifically stated, shall be fined up to \$500 per day for each day and specific independent violation existing. Upon a finding that the violation constitutes a danger to public health, such fine shall be no less than \$500 and shall not exceed \$2,000.00. Where the offense is one for which a penalty is fixed by state law, the penalty for such offense shall be the same as fixed by state law. Such fine shall be in addition to all assessments, penalties and expenses provided by other law, including but not limited to those provided by Texas Local Government Code Chapter 54.

Section 8. Remedies. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances in effect on the effective date of this Ordinance and modified by this Ordinance or any other ordinances in effect on the effective date of this Ordinance and modified by this Ordinance and requiring the payment of fees for licenses, permits, and other services provided by the City which have accrued on the effective date of this Ordinance; and any and all accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its final passage and any publication required by law.

PASSED AND APPROVED ON this _____ day of _____, 2015.

Mark Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

George E. Hyde, City Attorney
Denton Navarro Rocha Bernal Hyde & Zech, P.C.



City Council
1901 5Th Street
Bay City, TX 77414

WITHDRAWN

Meeting: 04/09/15 07:00 PM
Department: Mayor's Office
Category: Proclamation
Prepared By: Dustin Hodges
Initiator: Dustin Hodges
Sponsors:
DOC ID: 1846

AGENDA ITEM (ID # 1846)

**PROCLAMATION DECLARING APRIL AS THE UNITED
STATES ARMY CORPS OF ENGINEERS "LEARN TO SWIM
WELL MONTH".**

RESULT:	WITHDRAWN
----------------	------------------

PROCLAMATION

Declaring April as the United States Army Corps of Engineer’s “Learn to Swim Well Month”

- WHEREAS:** The arrival of the summer months brings an increased level of outdoor activities in Bay City, Texas and throughout the State of Texas, especially with outdoor recreation involving water activities on public beaches, swimming pools, boating in the waters of Bay City, Texas and other aquatic-related activities; and
- WHEREAS:** The USACE Galveston District and Southwestern Division provides recreational opportunities to the public including having the most visited recreation areas in the entire Corps; and
- WHEREAS:** The USACE Galveston District has a long history of leading the way in safety initiatives for the protection of life and property; and
- WHEREAS:** The USACE Galveston District understands the important role that education plays in saving lives and requests the assistance of community leaders, volunteers and the public to partner with us to help reduce public fatalities and improve public safety at our lakes, recreational areas and public facilities; and
- WHEREAS:** The USACE Galveston District encourages residents to raise their awareness of water recreation safety issues and participate in water-safety programs conducted by trained and certified professionals to build stronger Corps’ and national Water Safety programs; and
- WHEREAS:** The USACE Galveston District requests Bay City, Texas and the residents of Texas’ support in communicating water safety information to families and people of all ages, whether owners of private pools, users of public swimming facilities or visitors to Texas beaches and water parks; and
- WHEREAS:** The USACE Galveston District requests Bay City, Texas to join us in supporting our goals to achieve a 50 percent reduction in public fatalities from its fiscal year 2014 levels by putting “safety first” and becoming “water aware” when participating in water-related recreational activities.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Mark Bricker, Mayor of the City of Bay City, do hereby proclaim April 2015 as

THE UNITED STATES ARMY CORPS OF ENGINEER GALVESTON DISTRICT’S “Learning to Swim Well Month”

in Bay City, Texas, and urge all citizens to increase their awareness of water safety while sharing that awareness with others, and assist the USACE in reducing public fatalities while working to improve public safety in all recreational areas, not only in Bay City, but the entire State of Texas.”

Mark A. Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

Attachment: 2015 Water Safety Proclamation (1846 : Proclamation)



City Council
1901 5Th Street
Bay City, TX 77414

DEFEATED

Meeting: 04/09/15 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1852

ORDINANCE (ID # 1852)

CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING CHAPTER 110 OF THE CITY CODE OR ORDINANCES RELATING TO NON-CONSENT TOWING OF VEHICLES; ESTABLISHING SECTION 110-187 NON-CONSENT TOWING FEES; AND ESTABLISHING ADDITIONAL PROVISIONS RELATING TO TOWING SERVICE PROVIDERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PENALTY, CUMULATIVE AND CONFLICTS CLAUSES; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

RESULT:	DEFEATED [1 TO 3]
AYES:	Julie Estlinbaum
NAYS:	Chrystal Folse, Steven Johnson, Carolyn Thames
EXCUSED:	William Cornman

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 110 OF THE CITY CODE OR ORDINANCES RELATING TO NON-CONSENT TOWING OF VEHICLES; ESTABLISHING SECTION 110-187 NON-CONSENT TOWING FEES; AND ESTABLISHING ADDITIONAL PROVISIONS RELATING TO TOWING SERVICE PROVIDERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PENALTY, CUMULATIVE AND CONFLICTS CLAUSES; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Bay City finds that it requires vehicle tow and storage services in the exercise of its police powers and as necessary and appropriate requires towing, storage and impound services in connection with vehicles which have been determined to be a public nuisance, or which are in violation of Federal or State laws and statutes, as well as the regulations relating to parking, traffic and law enforcement of the City of Bay City; and

WHEREAS, the City Council of the City of Bay City finds that pursuant to the authority granted by state law, in order to protect the public, to protect the rights of persons whose vehicles may be towed and to maintain safe and efficient operating rules; and

WHEREAS, the City Council of the City of Bay City finds it necessary to enact regulations providing for the safety of its citizens by establishing fees for non-consent tows without otherwise regulating the price, route or service of auto wreckers operating within city limits; and

WHEREAS, the City Council of the City of Bay City finds that the provisions of this Ordinance will promote the health, safety, and general welfare of the City of Bay City;

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

Section 1. Findings. 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 2. Code Amended. The Code of Ordinances, Chapter 110 (entitled "Traffic and Vehicle"), Article IV (entitled "Stopping, Standing and Parking") is hereby amended by the addition of Section 110-87 and shall read as follows:

Sec. 110-87

- 1) The section is applicable to non-consent tows initiated by City of Bay City Police Department or other authorized city staff designated by the Mayor. Non-consent tow has the meaning provided in section 2308.002 of the Texas Occupations Code. Except as specifically noted, this section does not apply to:
 - a) A person towing a vehicle with the express consent of the owner or operator of the vehicle.

- b) A person who engages in towing a vehicle in connection with a bona fide repossession of same when written authorization has been received from the lienholder.
- 2) The rates hereinafter described are to be utilized by towing companies for non-consent tows originated by the City of Bay City Police Department or other authorized city staff designated by the Mayor. No towing fees may be charged other than those fees provided for in **Exhibit "A"**.
 - 3) The fees provided for in **Exhibit "A"** are the maximum fees that may be charged under this Section. However, in no way is this provision to be construed to mean that a towing company may not charge less than the fees stated in **Exhibit "A"**.
 - 4) The towing companies participating in the City of Bay City as of the date of this ordinance are listed in **Exhibit "B"**.
 - 5) A towing company may request that the City conduct a towing fee study, pursuant to Texas Occupations Code Section 2308.203, by filing a written request with the Mayor by certified mail, return receipt requested, or by hand delivery.
 - a) The request must identify the specific fees requested to be reviewed and indicate the requestor's willingness to provide any necessary financial documentation that the city may deem necessary to conduct the review.
 - b) Within 90 days after the filing of an initial request additional towing companies may join the request by filing written requests as provided above.
 - c) The City shall conduct a towing fee study if the initial requestor and the additional requestor, if any, account for not less than fifty percent (50%) of the non-consent tows performed in the City during the preceding twelve month period, as determined by the Mayor.
 - d) A non-refundable fee of _____ (\$_____) in the form of a cashier's check payable to the city must be forwarded to the Mayor before the study will be undertaken. This fee is intended to defray the cost of the study.
 - e) If the towing fee study is not conducted, the City shall refund the fee, less an administrative cost of \$_____.
 - f) The City shall complete a towing fee study not later than the 120th day after receiving all requested information and the deposit, whichever is later.
 - g) The Mayor shall present to the City Council the results of the towing fee study, with each towing company given notice by regular mail of the time, date and location of the meeting at which the study will be considered.
 - h) Based on the results of the towing fee study, the City Council may change the non-consent towing fees. The maximum fees must represent the fair market value of the services of a towing company performing non-consent tows originated by the City.
 - i) The City is not required to conduct more than one towing fee study within a two-year time period, measured from the date the City Council most recently considered a towing fee study.

Section 3. Cumulative and Conflicts. This Ordinance shall be cumulative of all fee provisions of the Code of Ordinances of the City of Bay City, Texas as to the fees set forth herein on the effective date of this Ordinance, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Section 4. Amending Fees. The City Council may, from time to time, by adopting new ordinances add to the fees set forth herein, and the fees now or hereafter set forth may be modified from time to time by order of the City Council.

Section 5. 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 6. Penalty. Any person found to be in violation of this Ordinance, unless otherwise specifically stated, shall be fined up to \$500 per day for each day and specific independent violation existing. Where the offense is one for which a penalty is fixed by state law, the penalty for such offense shall be the same as fixed by state law. Such fine shall be in addition to all assessments, penalties and expenses provided by other law, including but not limited to those provided by Texas Local Government Code Chapter 54.

Section 7. 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 8. Effective Date. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on this _____ day of _____, 2015.

Mark Bricker, Mayor
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary
City of Bay City

APPROVED AS TO FORM:

George Hyde, City Attorney
Denton Navarro Rocha Bernal Hyde & Zech, P. C.

Attachment: ORDINANCE NO. - Towing (1852 : Towing Fees Ordinance)

EXHIBIT “A”

NON-CONSENT TOWING FEE SCHEDULE

Attachment: ORDINANCE NO. - Towing (1852 : Towing Fees Ordinance)

EXHIBIT "B"

SCHEDULE OF PARTICIPATING TOWING COMPANIES

Attachment: ORDINANCE NO. - Towing (1852 : Towing Fees Ordinance)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

RESOLUTION (ID # 1845)

Meeting: 04/09/15 07:00 PM
Department: Mayor's Office
Category: Policy
Prepared By: Dustin Hodges
Initiator: Dustin Hodges
Sponsors:
DOC ID: 1845

CONSIDER AND/OR APPROVE RESOLUTION SUPPORTING TXDOT TRANSPORTATION ALTERNATIVES PROGRAM PROJECT.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Chrystal Folse, Steven Johnson, Carolyn Thames, Julie Estlinbaum
EXCUSED:	William Cornman

CITY OF BAY CITY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE APPLICATION FOR CONSTRUCTION PROJECT FUNDING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS: The Transportation Alternatives Program is a funding source under MAP-21, the Moving Ahead for Progress in the 21st Century Act, and provides for a variety of alternative transportation projects; and

WHEREAS: The City of Bay City is submitting an application including the State Highway 60/Avenue F Sidewalks Project for construction funding; and

WHEREAS: The Transportation Alternatives Program requires applicants provide a minimum 13% cash match for eligible construction activities for all projects submitted for funding consideration; and

WHEREAS: The Transportation Alternatives Program deadline for applications is May 4, 2015, and project awards are anticipated to be announced in September 2015.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY THAT:

Section 1. The City Council of the City of Bay City authorizes the Transportation Alternatives Program application for the State Highway 60/Avenue F Sidewalks Project.

Section 2. The City Council of the City of Bay City strongly supports providing the 13% cash match requirement for eligible construction activities for the project submitted for Transportation Alternatives funding consideration.

PASSED AND APPROVED ON _____, 2015.

Mark A. Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

Attachment: TxDOT TAP Resolution (1845 : Resolution Supporting TXDOT TAP Project)



City Council
1901 5Th Street
Bay City, TX 77414

WITHDRAWN

Meeting: 04/09/15 07:00 PM
Department: Mayor's Office
Category: Report
Prepared By: Dustin Hodges
Initiator: Dustin Hodges
Sponsors:
DOC ID: 1849

AGENDA ITEM (ID # 1849)

PROVIDE UPDATE ON NORTH DOWNTOWN PLAN.

RESULT: WITHDRAWN



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/09/15 07:00 PM
Department: Mayor's Office
Category: Contract
Prepared By: Dustin Hodges
Initiator: Dustin Hodges
Sponsors:
DOC ID: 1848

TABLED

AGENDA ITEM (ID # 1848)

**DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT
BETWEEN THE CITY OF BAY CITY AND JONES & CARTER
FOR TRANSPORTATION MASTER PLAN AND STANDARDS
FOR DOWNTOWN DISTRICT.**

RESULT: TABLED

Next: 4/23/2015 7:00 PM



22330 Merchants Way, Suite 170
Katy, Texas 77449

TEL 832 913 4000
FAX 832 913 4001

KATY	AUSTIN
ROSENBERG	DALLAS
SAN ANTONIO	HOUSTON
THE WOODLANDS	BRENNHAM
BRYAN/COLLEGE STATION	GREENSPPOINT

March 23, 2015

Texas Board of Professional Engineers Registration No. F 439
Texas Board of Professional Land Surveyors Registration No. 10194039

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

Re: Draft Scope of Work for Planning Services
Transportation Plan Map and Development of a Downtown District
City of Bay City, Matagorda County, Texas

Dear Mr. Bricker:

Jones & Carter, Inc. (hereinafter referred to as the CONSULTANT) appreciates the opportunity to present this scope of work for professional services to support the implementation of policy for Bay City's (hereinafter referred to as the CLIENT) programming needs.

Project Understanding

The CONSULTANT understands that the CLIENT desires to develop policy guidance in order to support two visioning documents that were prepared previously. A Comprehensive Plan prepared by a private party and the Bay City North Downtown Plan that was prepared in cooperation with the Houston Galveston Area Council (H-GAC).

The CONSULTANT proposes two items to address initially, 1) a Transportation Master Plan, and 2) Standards for a Downtown District. These two items would serve as policy guidance in order for the City to secure investment in its downtown and vicinity while protecting the vision and intent of the City and insuring reasonable growth management.

Scope of Work for Basic Services

TRANSPORTATION PLANNING

TASK 1:

The CONSULTANT will assist the CLIENT in the preparation of an Asset Management Plan to ensure the City's transportation infrastructure is adequate for today's needs and the future anticipated growth in the area. The Asset Management Plan is to include the following tasks:

- 1.1 Thoroughfare Standards – Develop thoroughfare standards (thoroughfare, collector, local, etc.) and classify existing and planned roadways within the City ETJ based on the standards.

Mr. Bricker
 March 23, 2015
 Page 2

Traffic count data can either be collected from existing available sources (H-GAC, TxDOT Statewide Planning Map, etc.) or new traffic counts can be collected as an additional service by a sub consultant.

1.2 Asset Management Plan – Develop a master list of all current and planned projects in the City ETJ. Develop a scoring system based on pavement conditions, traffic volumes, access to funds, etc. to assist in the ranking of projects for inclusion in the Plan. Develop a preliminary list of projects that can be included in the Plan including preliminary construction costs and possible funding partners.

1.3 Utility Coordination Impact Review – J&C engineering staff will weight street improvement prioritization against current utility conditions.

Deliverables:

- Draft Thoroughfare Standards
- Draft CIP
- Final Thoroughfare Standards
- Final CIP

Client Responsibilities:

- The CLIENT will provide roadway data as available.
- The CLIENT will provide assign a project manager in order to maintain coordination with the various City departments.

Transportation Planning Schedule: It is estimated that work performed for Tasks 1.1 - 1.3 will be completed 90 days from Notice to Proceed (NTP).

DOWNTOWN DISTRICT STANDARDS

TASK 1: UNDERSTAND THE CONTEXT

1.1 Overall Staff Coordination: The CONSULTANT will provide biweekly updates to the CLIENT during the overall project. This coordination may be email, skype, and or conference call. These updates are intended to be brief check-in's on the status of the work, needs of the CONSULTANT and or CLIENT.

1.2 Kick-Off Meeting. The CONSULTANT will hold one kick-off meeting (via Skype or conference call) with the CLIENT) to review the scope of work, confirm the goals and objectives of the project, review the Project schedule, and clarify the CONSULTANT and City staff responsibilities.

1.3 The CONSULTANT will prepare a memorandum and summary matrix outlining the sections of the existing city's Code of Ordinance that will be revised when developing the new Downtown District.

1.4 Public Kick off and Workshop (Trip 1)

The following outline for the public workshop is a draft:

Site Analysis. The CONSULTANT will become familiar with the physical layout of the City's Downtown, the proposed redevelopment, the historic patterns of development and redevelopment, and photo document the area to be regulated.

Public Workshop.

CONSULTANT will present an overview on what the differences are in Form Based Code Regulations.

Interviews. The CONSULTANT will interview appropriate stakeholders individually and/or in groups as identified by the CLIENT and may include, but may not be limited to, City staff, merchants association, Historical Society, and other local leaders. These interviews will be in the form of "Issues Meetings" over one (1) day to identify and build consensus regarding:

1. Issues of concern on regulating the downtown district;
2. The preferred design characteristics that would be necessary to create consistency with these Plans and vision for the area;
3. Developing a boundary for the downtown district
4. Any other issues that need to be addressed in the update.

Codes on the Road. The CONSULTANT will conduct one (1) "Codes on the Road" session, focused on the downtown area, will last approximately two (2) hours. The CLIENT will invite the participants for this session that may range from elected officials, citizens, business and City staff. We tour the needed areas and discuss concerns, issues, and to identify elements that can be regulated through.

Deliverables:

- Overall Project Schedule, confirm the Public workshop schedule, (3 days)
- List of documents, maps, etc. to be provided by the CLIENT
- Technical Memorandum describing the review process, summary matrix analysis of the existing ordinances that affect development in the downtown area and General/Comprehensive Plan.
- The CLIENT will provide electronic copy of any ordinances that are not codified and included on Municode, Comprehensive Plan, any other relevant data needs.
- Summary of Interviews, providing issues/opportunities that were addressed
- Draft boundaries for the Downtown District (up to two different boundaries for consideration)
- Public Workshop Powerpoint.

Client Responsibilities:

- The CLIENT is to provide an editable version of the Land Development Regulations and Comprehensive Plan.
- The CLIENT is responsible for invitations, public announcements and web links advertising the workshop, codes on the road, meeting space(s) for interviews and public workshop.

TASK 2: CREATING THE CODE

2.1 The CONSULTANT shall prepare a draft ordinance using a form-based code approach that creates a form-based code district for the City's Downtown, including the North Downtown Plan. The following components will be the basis for discussion and consideration to include as part of the form-based code: The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form standards, basic street standards, descriptive building or lot needed to implement the principles of functional and vital urbanism and practical management of growth and will include:

- Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
- Regulating Plan illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features and may also include aspects of Building Form Standards such as "build-to-lines" or "required building lines" and building type or form designations.
- Building Form Standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality.
- Public Space/Street Standards defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
- Off-street Parking. Includes vehicle-parking requirements, bicycle parking requirements in urban form areas, parking lot landscaping and parking lot lighting.
- Sign Standards: for on-premise signage
- Application Standards, provide a process for reviewing the form based code standards.

Deliverables:

- The CONSULTANT will prepare the Draft Code and provide a reproducible and an electronic copy to the Client. The Code will include illustrations, diagrams, and regulatory language.
- Application Forms and submittal templates for the new Code
- Instructional and illustrative booklet on the "How to use the new Code"

TASK 3: REFINEMENT / ADMINISTERING THE CODE

3.1 Review Draft Downtown District. The CONSULTANT will participate in a conference call with the CLIENT and other appropriate City staff as determined by the CLIENT to review the Draft

Downtown District to solicit comments and input. Based on comments from the conference call a Final Draft for public review will be prepared.

3.2 Presentation of First Draft (Trip 2):

The CONSULTANT will hold a community open house to present the new Code. The CONSULTANT will present the first draft of the new code for the purpose of gathering comments. Copies of the first draft will be in hardcopy and digital form and posted on the website as determined by the CLIENT (if hardcopies are produced, the CLIENT will provide them). The presentation may be made to a special audience of neighborhood residents or stakeholders, or may be presented before a joint gathering of municipal boards and committees, as determined by City staff. The CONSULTANT will provide the overall framework for the community open house.

3.3 Final Revisions:

The CONSULTANT will draft a list of concerns, modifications, suggestions as provided during the Open house in task 3.2. Once confirmed with the CLIENT, the CONSULTANT will make the necessary revisions for adoption of the downtown district.

TASK 4: ADOPTION

4.1 Public Hearing (Trip 3):

The CONSULTANT will present the Downtown District during a joining Planning Commission and City Commission hearing for consideration of adoption. The presentation will include a summary of community input and how that input influenced the proposed Code. The CONSULTANT will be responsible for the development of the workshop agenda and will prepare the presentation to the City's relevant boards in one meeting.

Deliverables:

- The CONSULTANT will participate in one (1) public hearing.
- The CLIENT will advertise the meetings and mail out appropriate meeting notices to interested parties.

Schedule for Downtown District: It is estimated that work performed for Tasks 1 - 4 will be completed 120 days from Notice to Proceed (NTP).

Additional (Hourly) Services

ADDITIONAL Services to be provided by J&C would include supporting services not identified in this scope that would arise as a result of the effort.

Mr. Bricker
 March 23, 2015
 Page 6

Proposed Fee

Compensation for BASIC SERVICES described above will be on a LUMP SUM BASIS in the amount of:

Transportation Planning

Task 1	\$3,300
Task 2	\$6,600
Task 3	\$2,200
Sub-total	\$12,100

Downtown District

Task 1	\$8,797
Task 2	\$17,498
Task 3	\$7,290
Task 4	\$4,815
Sub-total	\$38,400

BASIC SERVICES TOTAL	\$50,500
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Compensation for these and any other ADDITIONAL SERVICES authorized by the CITY will be on an hourly basis per the attached current Schedule of Hourly Rates. This schedule is subject to revision on January 1st of each year.

Compensation for REIMBURSIBLE SERVICES will be on a cost plus 10% basis per the attached current Schedule of Expenses. This schedule is subject to revision on January 1st of each year.

Special Conditions

This proposal is based on the following special conditions:

1. This proposal shall be subject to our Professional Services Agreement dated January 18, 2012.
2. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.

This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.

Mr. Bricker
March 23, 2015
Page 7

We thank you for the opportunity to submit this scope of services and look forward to working with you on these projects.

Sincerely,



June Farrell, AICP
Department Manager



Kevin R. Krahn, P.E.
Practice Leader

APPROVED BY:

Signature

Name and Title (Printed)

Date



GENERAL CONDITIONS OF AGREEMENT JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit J&C's liability arising from J&C's professional acts, errors or omissions, such that the total aggregate liability of J&C shall not exceed J&C's total fee for the services rendered on this project.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

ROSENBERG

AUSTIN

SAN ANTONIO

DALLAS

THE WOODLANDS

HOUSTON

BRYAN/COLLEGE STATION

BRENNHAM

Texas Board of Professional Engineers Registration No. F-439

SCHEDULE OF HOURLY RATES

Effective January 2015 - Subject to Annual Revision in January 2016

ENGINEERING PERSONNEL

Engineer I	\$ 86
Engineer II	\$ 92
Engineer III	\$104
Engineer IV	\$110
Engineer V	\$120
Engineer VI	\$135
Engineer VII	\$155
Sr. Project Engineer	\$170
Sr. Project Manager	\$190
Division Manager	\$200
Senior Manager/Practice Leader	\$225
Corporate Manager	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$ 90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineer IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Engineer VII	\$155
Sr. Electrical Project Engineer	\$170
Sr. Electrical Project Manager	\$190

CONSTRUCTION PERSONNEL (Includes

Project Representative I	\$ 53
Project Representative II	\$ 60
Project Representative III	\$ 70
Project Representative IV	\$ 80
Project Representative Coordinator	\$ 85
Construction Engineer I	\$ 84
Construction Engineer II	\$ 89
Construction Engineer III	\$100
Construction Engineer IV	\$110
Construction Engineer V	\$120
Construction Engineer VI	\$135
Construction Manager	\$170

OFFICE PERSONNEL

Office Assistant	\$ 35
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Engineer's Assistant III	\$ 75
Admin I	\$ 40
Admin II	\$ 50
Admin III	\$ 60
Admin IV	\$ 73
Contract Coordinator	\$ 60
Staff Assistant	\$ 80
Assistant Controller/ Chief Accountant	\$100
Corporate/Project Acct. I	\$ 70
Corporate/Project Acct. II	\$ 85

SURVEYING PERSONNEL

4-Man Field Crew	\$155
3-Man Field Crew	\$145
2-Man Field Crew	\$125
4-Man Field Crew w/Robotic Survey	\$180
3-Man Field Crew w/Robotic Survey	\$170
2-Man Field Crew w/Robotic Survey	\$150
1-Man Field Crew w/Robotic Survey	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$ 55
Survey Technician II	\$ 70
Survey Technician III	\$ 90
Project Surveyor I	\$ 67
Project Surveyor II	\$ 80
Project Surveyor III	\$ 92
Project Surveyor IV	\$108
Chief of Survey Crews	\$ 98
Registered Prof. Land Surveyor	\$135
Survey Manager	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 43
CAD Operator II	\$ 50
CAD Operator III	\$ 60
CAD Operator IV	\$ 70
CAD Operator V	\$ 84
CAD Manager	\$ 92
Designer I	\$ 84
Designer II	\$ 94
Designer III	\$100
Designer IV	\$108
Designer V	\$115
Designer VI	\$130
GIS Operator I	\$ 65
GIS Operator II	\$ 80
GIS Operator III	\$ 90
GIS Operator IV	\$105
GIS Operator V	\$120
Computer Tech	\$ 60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$ 70
Planner II	\$ 85
Planner III	\$100
Planner IV	\$120
Planner V	\$150



22330 Merchants Way, Suite 170
Katy, Texas 77449

TEL 832 913 4000
FAX 832 913 4001

KATY	AUSTIN
ROSENBERG	DALLAS
SAN ANTONIO	HOUSTON
THE WOODLANDS	BRENNHAM
BRYAN/COLLEGE STATION	GREENSPRING

March 23, 2015

Texas Board of Professional Engineers Registration No. F 439

Texas Board of Professional Land Surveyors Registration No. 10194039

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

Re: Draft Scope of Work for Planning Services
Transportation Plan Map and Development of a Downtown District
City of Bay City, Matagorda County, Texas

Dear Mr. Bricker:

Jones & Carter, Inc. (hereinafter referred to as the CONSULTANT) appreciates the opportunity to present this scope of work for professional services to support the implementation of policy for Bay City's (hereinafter referred to as the CLIENT) programming needs.

Project Understanding

The CONSULTANT understands that the CLIENT desires to develop policy guidance in order to support two visioning documents that were prepared previously. A Comprehensive Plan prepared by a private party and the Bay City North Downtown Plan that was prepared in cooperation with the Houston Galveston Area Council (H-GAC).

The CONSULTANT proposes two items to address initially, 1) a Transportation Master Plan, and 2) Standards for a Downtown District. These two items would serve as policy guidance in order for the City to secure investment in its downtown and vicinity while protecting the vision and intent of the City and insuring reasonable growth management.

Scope of Work for Basic Services

TRANSPORTATION PLANNING

TASK 1:

The CONSULTANT will assist the CLIENT in the preparation of an Asset Management Plan to ensure the City's transportation infrastructure is adequate for today's needs and the future anticipated growth in the area. The Asset Management Plan is to include the following tasks:

- 1.1 Thoroughfare Standards – Develop thoroughfare standards (thoroughfare, collector, local, etc.) and classify existing and planned roadways within the City ETJ based on the standards.

Mr. Bricker
March 23, 2015
Page 2

Traffic count data can either be collected from existing available sources (H-GAC, TxDOT Statewide Planning Map, etc.) or new traffic counts can be collected as an additional service by a sub consultant.

1.2 Asset Management Plan – Develop a master list of all current and planned projects in the City ETJ. Develop a scoring system based on pavement conditions, traffic volumes, access to funds, etc. to assist in the ranking of projects for inclusion in the Plan. Develop a preliminary list of projects that can be included in the Plan including preliminary construction costs and possible funding partners.

1.3 Utility Coordination Impact Review – J&C engineering staff will weight street improvement prioritization against current utility conditions.

Deliverables:

- Draft Thoroughfare Standards
- Draft CIP
- Final Thoroughfare Standards
- Final CIP

Client Responsibilities:

- The CLIENT will provide roadway data as available.
- The CLIENT will provide assign a project manager in order to maintain coordination with the various City departments.

Transportation Planning Schedule: It is estimated that work performed for Tasks 1.1 - 1.3 will be completed 90 days from Notice to Proceed (NTP).

DOWNTOWN DISTRICT STANDARDS

TASK 1: UNDERSTAND THE CONTEXT

- 1.1 Overall Staff Coordination: The CONSULTANT will provide biweekly updates to the CLIENT during the overall project. This coordination may be email, skype, and or conference call. These updates are intended to be brief check-in's on the status of the work, needs of the CONSULTANT and or CLIENT.
- 1.2 Kick-Off Meeting. The CONSULTANT will hold one kick-off meeting (via Skype or conference call) with the CLIENT) to review the scope of work, confirm the goals and objectives of the project, review the Project schedule, and clarify the CONSULTANT and City staff responsibilities.
- 1.3 The CONSULTANT will prepare a memorandum and summary matrix outlining the sections of the existing city's Code of Ordinance that will be revised when developing the new Downtown District.

1.4 Public Kick off and Workshop (Trip 1)

The following outline for the public workshop is a draft:

Site Analysis. The CONSULTANT will become familiar with the physical layout of the City's Downtown, the proposed redevelopment, the historic patterns of development and redevelopment, and photo document the area to be regulated.

Public Workshop.

CONSULTANT will present an overview on what the differences are in Form Based Code Regulations.

Interviews. The CONSULTANT will interview appropriate stakeholders individually and/or in groups as identified by the CLIENT and may include, but may not be limited to, City staff, merchants association, Historical Society, and other local leaders. These interviews will be in the form of "Issues Meetings" over one (1) day to identify and build consensus regarding:

1. Issues of concern on regulating the downtown district;
2. The preferred design characteristics that would be necessary to create consistency with these Plans and vision for the area;
3. Developing a boundary for the downtown district
4. Any other issues that need to be addressed in the update.

Codes on the Road. The CONSULTANT will conduct one (1) "Codes on the Road" session, focused on the downtown area, will last approximately two (2) hours. The CLIENT will invite the participants for this session that may range from elected officials, citizens, business and City staff. We tour the needed areas and discuss concerns, issues, and to identify elements that can be regulated through.

Deliverables:

- Overall Project Schedule, confirm the Public workshop schedule, (3 days)
- List of documents, maps, etc. to be provided by the CLIENT
- Technical Memorandum describing the review process, summary matrix analysis of the existing ordinances that affect development in the downtown area and General/Comprehensive Plan.
- The CLIENT will provide electronic copy of any ordinances that are not codified and included on Municode, Comprehensive Plan, any other relevant data needs.
- Summary of Interviews, providing issues/opportunities that were addressed
- Draft boundaries for the Downtown District (up to two different boundaries for consideration)
- Public Workshop Powerpoint.

Client Responsibilities:

- The CLIENT is to provide an editable version of the Land Development Regulations and Comprehensive Plan.
- The CLIENT is responsible for invitations, public announcements and web links advertising the workshop, codes on the road, meeting space(s) for interviews and public workshop.

TASK 2: CREATING THE CODE

2.1 The CONSULTANT shall prepare a draft ordinance using a form-based code approach that creates a form-based code district for the City's Downtown, including the North Downtown Plan. The following components will be the basis for discussion and consideration to include as part of the form-based code: The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form standards, basic street standards, descriptive building or lot needed to implement the principles of functional and vital urbanism and practical management of growth and will include:

- Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
- Regulating Plan illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features and may also include aspects of Building Form Standards such as "build-to-lines" or "required building lines" and building type or form designations.
- Building Form Standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality.
- Public Space/Street Standards defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
- Off-street Parking. Includes vehicle-parking requirements, bicycle parking requirements in urban form areas, parking lot landscaping and parking lot lighting.
- Sign Standards: for on-premise signage
- Application Standards, provide a process for reviewing the form based code standards.

Deliverables:

- The CONSULTANT will prepare the Draft Code and provide a reproducible and an electronic copy to the Client. The Code will include illustrations, diagrams, and regulatory language.
- Application Forms and submittal templates for the new Code
- Instructional and illustrative booklet on the "How to use the new Code"

TASK 3: REFINEMENT / ADMINISTERING THE CODE

3.1 Review Draft Downtown District. The CONSULTANT will participate in a conference call with the CLIENT and other appropriate City staff as determined by the CLIENT to review the Draft

Downtown District to solicit comments and input. Based on comments from the conference call a Final Draft for public review will be prepared.

3.2 Presentation of First Draft (Trip 2):

The CONSULTANT will hold a community open house to present the new Code. The CONSULTANT will present the first draft of the new code for the purpose of gathering comments. Copies of the first draft will be in hardcopy and digital form and posted on the website as determined by the CLIENT (if hardcopies are produced, the CLIENT will provide them). The presentation may be made to a special audience of neighborhood residents or stakeholders, or may be presented before a joint gathering of municipal boards and committees, as determined by City staff. The CONSULTANT will provide the overall framework for the community open house.

3.3 Final Revisions:

The CONSULTANT will draft a list of concerns, modifications, suggestions as provided during the Open house in task 3.2. Once confirmed with the CLIENT, the CONSULTANT will make the necessary revisions for adoption of the downtown district.

TASK 4: ADOPTION

4.1 Public Hearing (Trip 3):

The CONSULTANT will present the Downtown District during a joining Planning Commission and City Commission hearing for consideration of adoption. The presentation will include a summary of community input and how that input influenced the proposed Code. The CONSULTANT will be responsible for the development of the workshop agenda and will prepare the presentation to the City's relevant boards in one meeting.

Deliverables:

- The CONSULTANT will participate in one (1) public hearing.
- The CLIENT will advertise the meetings and mail out appropriate meeting notices to interested parties.

Schedule for Downtown District: It is estimated that work performed for Tasks 1 – 3 will be completed 120 days from Notice to Proceed (NTP). Task 4 will be completed as soon as feasible thereafter with the consultation of the City Council and Stakeholders.

Additional (Hourly) Services

ADDITIONAL Services to be provided by J&C would include supporting services not identified in this scope that would arise as a result of the effort.

Mr. Bricker
 March 23, 2015
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Proposed Fee

Compensation for BASIC SERVICES described above will be on a LUMP SUM BASIS in the amount of:

Transportation Planning

Task 1	\$3,300
Task 2	\$6,600
Task 3	<u>\$2,200</u>
Sub-total	\$12,100

Downtown District

Task 1	\$8,797
Task 2	\$17,498
Task 3	\$7,290
Task 4	<u>\$4,815</u>
Sub-total	\$38,400

BASIC SERVICES TOTAL	\$50,500
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Compensation for these and any other ADDITIONAL SERVICES authorized by the CITY will be on an hourly basis per the attached current Schedule of Hourly Rates. This schedule is subject to revision on January 1st of each year.

Compensation for REIMBURSIBLE SERVICES will be on a cost plus 10% basis per the attached current Schedule of Expenses. This schedule is subject to revision on January 1st of each year.

Special Conditions

This proposal is based on the following special conditions:

1. This proposal shall be subject to our Professional Services Agreement dated January 18, 2012.
2. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.

This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.

Mr. Bricker
March 23, 2015
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We thank you for the opportunity to submit this scope of services and look forward to working with you on these projects.

Sincerely,



June Farrell, AICP
Department Manager



Kevin R. Krahn, P.E.
Practice Leader

APPROVED BY:

Signature

Name and Title (Printed)

Date

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

Version 13-08-22

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit J&C's liability arising from J&C's professional acts, errors or omissions, such that the total aggregate liability of J&C shall not exceed J&C's total fee for the services rendered on this project.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

This provision does not obligate the CLIENT to establish or appropriate funds for a cost and sinking fund.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

ROSENBERG

AUSTIN

SAN ANTONIO

DALLAS

THE WOODLANDS

HOUSTON

BRYAN/COLLEGE STATION

BRENNHAM

Texas Board of Professional Engineers Registration No. F-439

SCHEDULE OF HOURLY RATES

Effective January 2015 - Subject to Annual Revision in January 2016

ENGINEERING PERSONNEL

Engineer I	\$ 86
Engineer II	\$ 92
Engineer III	\$104
Engineer IV	\$110
Engineer V	\$120
Engineer VI	\$135
Engineer VII	\$155
Sr. Project Engineer	\$170
Sr. Project Manager	\$190
Division Manager	\$200
Senior Manager/Practice Leader	\$225
Corporate Manager	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$ 90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineer IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Engineer VII	\$155
Sr. Electrical Project Engineer	\$170
Sr. Electrical Project Manager	\$190

CONSTRUCTION PERSONNEL (Includes

Project Representative I	\$ 53
Project Representative II	\$ 60
Project Representative III	\$ 70
Project Representative IV	\$ 80
Project Representative Coordinator	\$ 85
Construction Engineer I	\$ 84
Construction Engineer II	\$ 89
Construction Engineer III	\$100
Construction Engineer IV	\$110
Construction Engineer V	\$120
Construction Engineer VI	\$135
Construction Manager	\$170

OFFICE PERSONNEL

Office Assistant	\$ 35
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Engineer's Assistant III	\$ 75
Admin I	\$ 40
Admin II	\$ 50
Admin III	\$ 60
Admin IV	\$ 73
Contract Coordinator	\$ 60
Staff Assistant	\$ 80
Assistant Controller/ Chief Accountant	\$100
Corporate/Project Acct. I	\$ 70
Corporate/Project Acct. II	\$ 85

SURVEYING PERSONNEL

4-Man Field Crew	\$155
3-Man Field Crew	\$145
2-Man Field Crew	\$125
4-Man Field Crew w/Robotic Survey	\$180
3-Man Field Crew w/Robotic Survey	\$170
2-Man Field Crew w/Robotic Survey	\$150
1-Man Field Crew w/Robotic Survey	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$ 55
Survey Technician II	\$ 70
Survey Technician III	\$ 90
Project Surveyor I	\$ 67
Project Surveyor II	\$ 80
Project Surveyor III	\$ 92
Project Surveyor IV	\$108
Chief of Survey Crews	\$ 98
Registered Prof. Land Surveyor	\$135
Survey Manager	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 43
CAD Operator II	\$ 50
CAD Operator III	\$ 60
CAD Operator IV	\$ 70
CAD Operator V	\$ 84
CAD Manager	\$ 92
Designer I	\$ 84
Designer II	\$ 94
Designer III	\$100
Designer IV	\$108
Designer V	\$115
Designer VI	\$130
GIS Operator I	\$ 65
GIS Operator II	\$ 80
GIS Operator III	\$ 90
GIS Operator IV	\$105
GIS Operator V	\$120
Computer Tech	\$ 60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$ 70
Planner II	\$ 85
Planner III	\$100
Planner IV	\$120
Planner V	\$150



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1850)

Meeting: 04/09/15 07:00 PM
Department: Mayor's Office
Category: Policy
Prepared By: Dustin Hodges
Initiator: Dustin Hodges
Sponsors:
DOC ID: 1850

DISCUSS, CONSIDER AND/OR APPROVE ADOPTING 2040 CITY BOARDS/COMMISSIONS GOALS.

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



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/09/15 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1842

DISCUSSION ITEM (ID # 1842)

RECEIVE UPDATE ON THE 16TH STREET POOL.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/09/15 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1843

DISCUSSION ITEM (ID # 1843)

RECEIVE UPDATE ON AVIATION GAS PROJECT.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/09/15 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1814 A

DISCUSSION ITEM (ID # 1814)

**STATUS UPDATE ON REPAIR OPTIONS FOR NILE VALLEY
ROAD.**