



BAY CITY

REVISED MINUTES • APRIL 10, 2014

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	Present	

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILWOMAN CHRYSTAL FOLSE

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.

Sarah Caco informed Mayor and Council that she and the group of High School students in attendance were studying Texas Government, and currently they were studying local government. As a part of their assignment they were to interview one member of City Council.

Bay City resident Jerry Hance asked Council to reconsider the closing of the Avenue I Railroad crossing.

Roberto De Hoyos informed Mayor and Council that he was at the meeting for two reasons. The first reason was to ask that the City to reconsider declining the petition to de-annex. The second reason was to ask the City to create a Tenaris Bay City working group, which would consist of a couple of Council members, the Mayor and a member of Tenaris, so that they could finish up the discussion.

Bay City Chamber of Commerce and Agriculture President, Mitch Thames announced that the 50th Annual J.C. Lewis Oak Tree Sale would be held on Friday from 1:00 p.m. to 5:00 p.m. on the HEB green, and at 9:30 p.m. to 4:00 p.m. at Market Days.

Bay City resident David Torrez asked that the City buy equipment to do something about the pot holes, instead of using a flatbed truck, two men and a shovel. Mr. Torrez commented that he felt it was illegal for the City to cut a retention pond in a neighborhood,

and not cut the grass by the Post Office.

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.

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

1. Proclamation

WATER SAFETY PROCLAMATION

Simon DeSoto

Simon DeSoto thanked Mayor and Council for getting the message out about Water Safety for the month of April.

Mayor presented Mr. DeSoto and Jesse Deshotels with the proclamation.

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

1. Report

RECEIVE A REPORT FROM WCA ON THE SANITATION OPERATIONS IN THE CITY OF BAY CITY SINCE THE START OF THEIR OPERATIONS ON NOVEMBER 1, 2013.

Terry Ramey, WCA General Manager

Mr. Calhoun introduced Mr. Terry Ramey of WCA to present the WCA update.

Mr. Ramey informed Mayor and Council that they had moved into a facility on Avenue F, and that they have been at the location for approximately a month. They have been provided with a local customer service number that will be in place next week, but they were currently looking for a local person to fill the customer service position. Mr. Ramey stated that their Houston drivers had recently received training on Neighborhood Watch and would like to provide the same training to the drivers here. He added that they would be placing video cameras in the trucks, which would record everything, and GPS would be installed as well.

Mr. Ramey stated that he realized that brush was an issue, and he provided Council with a proposed brush schedule. They are currently looking to hire additional drivers for the Residential, Commercial and Brush routes. Mr. Ramey stated that he would work with Barry to get a flyer together and out to the public.

Council asked Mr. Ramey a number of questions regarding the brush issue and their ability to perform. Mr. Ramey explained that it was too late to review the ordinance, due to brush season already being here. He felt that it was a lack of education and an enforcement issue. Council asked Mr. Calhoun what his thoughts were regarding the proposed brush schedule. Mr. Calhoun stated that he had not seen the proposed schedule, but would review it and make a determination.

2. Property

CONSIDER AND/OR APPROVE AN ORDINANCE PROVIDING FOR THE EXTENSION OF BAY CITY, TEXAS CITY LIMITS BY THE ANNEXATION OF 12 PLATTED LOTS WITHIN THE GOLDEN GLEN SUBDIVISION GENERALLY LOCATED SOUTH OF GOLDEN AVENUE AND NORTHWEST OF SKELLY ROAD BY THE CITY OF BAY CITY AND APPROVING A SERVICE PLAN FOR SUCH AREAS.

Council was polled.

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

Enacted and approved this 10th day of April, 2014, at Bay City

3. Property

CONSIDER AND/OR APPROVE RENAMING EL CENTRO STREET TO NICHOLS AVENUE.

Marla Jasek, Assistant Director of Public Works

Mrs. Jasek explained that they followed the requirements set out in the ordinance. There were no homes or addresses along that way. She stated that the name change would provide continuity along Nichols.

Councilwoman Estlinbaum provided the history and reason behind the name of El Centro.

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

Enacted and approved this 10th day of April, 2014, at Bay City

4. Report

PROVIDE UPDATE ON THE STATUS OF THE HENDERSON PARK UPGRADES.

Councilman Bill Cornman

Councilwoman Estlinbaum explained that the Parks Department had been out to Henderson Park to make it safer. She stated that there had been a hole in the roof of the building, but it has since been repaired. Councilwoman Estlinbaum stated that it would be difficult to replace the main building. She suggested budgeting to make it a pavilion in the future. Councilwoman Estlinbaum explained that she would be meeting with Mrs. Henderson regarding the park and would have Mr. Garr with her for the meeting.

Councilman Cornman stated that he would like to have a plan of what was going to happen to the park. Councilwoman Estlinbaum stated that she would try to have an update at the next meeting.

5. Report

PROVIDE UPDATE ON CITY PROPERTIES RECOMMENDED FOR SALE BY THE PROPERTIES TASK FORCE.

Councilman Bill Cornman

Mr. Hyde explained to Mayor and Council the process of selling City property given to the City as Park Land, per the Texas Local Government Code.

Council wanted staff to determine which properties were considered Park Land, and which was not, then they would like to sell all of the land not designated as a park. Council asked that the item be placed on the second meeting in May for and update.

6. Resolution

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORS FOR THE 2013 TEXAS CAPITAL FUND INFRASTRUCTURE IMPROVEMENTS PROJECT CONTRACT 713102 – CP HOMES.

Barry Calhoun, Director of Public Works

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

RESOLUTION

Enacted and approved this 10th day of April, 2014, at Bay City

7. Resolution

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORS FOR THE 2013 TEXAS CAPITAL FUND INFRASTRUCTURE IMPROVEMENTS PROJECT CONTRACT 713092 – DUNN HEAT EXCHANGERS

Barry Calhoun, Director of Public Works

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

RESOLUTION

Enacted and approved this 10th day of April, 2014, at Bay City

8. Resolution

DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORS FOR THE 2013 TEXAS CAPITAL FUND MAIN STREETS PROJECT CONTRACT 713252.

Barry Calhoun, Director of Public Works

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

RESOLUTION

Enacted and approved this 10th day of April, 2014, at Bay City

9. Resolution

DISCUSS, CONSIDER AND/OR APPROVE DESIGNATING BY RESOLUTION ADMINISTRATION AND ENGINEERING SERVICE PROVIDERS FOR THE 2013 TEXAS CAPITAL FUND MAIN STREETS PROJECT CONTRACT 713252.

Barry Calhoun, Director of Public Works

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

RESOLUTION

Enacted and approved this 10th day of April, 2014, at Bay City

10. Budget

CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING THE 2013-2014 FISCAL BUDGET TO FUND A COMPREHENSIVE PLAN FOR A PROJECT TOTAL NOT TO EXCEED \$93,500 TO BE ALLOCATED OUT OF THE GENERAL FUND BALANCE.

Councilman Bill Cornman
Council was polled.

Councilman Cornman explained that the amendment provided for 100% funding from the City, but he would like to receive funding from other organizations, such as the CDC and the County. He stated that the Mayor should be the person asking for the funds.

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

Enacted and approved this 10th day of April, 2014, at Bay City

11. Appointment

DISCUSS, CONSIDER AND/OR APPROVE A SELECTION COMMITTEE FOR THE COMPREHENSIVE PLAN STEERING COMMITTEE.

Bill Cornman

Councilman Cornman asked the each member of Council email recommendations of individuals they would like to see on the Steering Committee to DC, and then it should go to the Mayor and the County Judge for approval of the committee.

Mayor stated that he did not want to deviate from what the Charter stated regarding the appointment of committee members.

It was the consensus that Council would send recommendations to DC, then she and her group would review the recommendations and submit their proposed list to the Mayor for his approval and appointment.

12. Contract

DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT WITH THE TEAM OF HOTKAMP PLANNING, SARAH T. PAGE CONSULTING, LLC, AND OPPORTUNITY STRATEGIES, LLC. (PLANNING TEAM) TO DEVELOP A COMPREHENSIVE PLAN FOR THE CITY OF BAY CITY.

Bill Cornman / DC Dunham

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

Enacted and approved this 10th day of April, 2014, at Bay City

13. Report

DISCUSS THE PLANNING, FINANCING, AND DESIGN COMPONENTS OF A ROAD IMPROVEMENT PLAN FOR CITY STREETS AND ROADS.

Barry Calhoun, Director of Public Works

Interim Finance Director, Phill Conner thanked Council for allowing him to come back. He explained that the City would take out \$4 million in debt, which would be funded by the water and sewer revenue, as well as taxes. Mr. Conner added that the City would be paying off a \$200,000 debt, which would free up funds to be used for other things. Mr. Conner further added that there would be sufficient water and sewer revenue to pay for the debt the City would issue this summer.

Council asked about the three roads they had already allotted funds for. Mr. Calhoun stated that they would soon be going out for bid, and hope to break ground the first of June. Council asked what would happen if the extra revenue did not happen; what would be the City's back up plan. Mr. Conner explained that the City would have to increase its water and sewer rates and additional 5%. The City was already scheduled to increase its rates 5%, but if the extra revenue would not be available, the City would have to raise the rates and additional 5%. Council asked what Mr. Conner thought the increased revenue would be. Mr. Conner stated \$750,000 a year.

Council asked to see the project on a piece of paper, and to place the ordinance to go out for bond on the April 24th agenda.

MOTION BY COUNCILWOMAN ESTLINBAUM, SECOND BY COUNCILMAN CORNMAN, TO MOVE FORWARD WITH THE PROJECT. MOTION CARRIED BY UNANIMOUS VOTE.

14. Report

PROVIDE UPDATE ON THE PROGRESS OF OBTAINING AN ADDITIONAL ENGINEERING FIRM.

Councilwoman Chrystal Folse

Mayor informed Council to see it posted by the end of the month.

15. Report

PROVIDE UPDATE ON DUNN HEAT EXCHANGERS

Councilwoman Chrystal Folse

Mr. Calhoun explained that the final plat would go before the Planning Commission next week, and they plan to break ground the first of May. Mr. Calhoun stated that he would get with Dunn to see when they would want water and sewer, and then get back with Council.

16. Report

PROVIDE AN UPDATE ON THE CURRENT LEGAL AND ENGINEERING COST AND STEPS IN PLACE TO MANAGE THESE COSTS.

Councilman Bill Cornman

Mayor informed Council that they would do a clean-up budget amendment in May. He added that Directors would be provided a way to document their usage of the City Attorney.

Council asked how much had been spent thus far. Mayor stated \$92,000. Mr. Hyde pointed out that there had been a 40% reduction in the number of hours used for the City Attorney since last year. Council asked if there was a better way to display how much was spent on legal and engineering cost. Mr. Conner stated that he would provide Council with the legal and engineering cost by way of a line item when presenting the budget.

6. EXECUTIVE SESSION

Mayor adjourned from Open Session at 8:28 p.m.

Mayor adjourned from Executive Session at 10:02 p.m.

1. Report

CITY COUNCIL SHALL CONVENE IN CLOSED SESSION TO CONSULT WITH THE CITY ATTORNEY REGARDING A LEGAL ISSUES AND TO DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH TENARIS/MAVERICK TUBE CORPORATION PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.087.

2. Report

PURSUANT TO TEXAS GOVERNMENT CODE §551.074, CITY COUNCIL SHALL CONVENE IN CLOSED SESSION FOR PERSONNEL MATTERS TO DISCUSS THE DUTIES OF THE INTERIM FINANCE DIRECTOR AND PUBLIC RELATIONS MANAGER POSITION.

3. Report

CITY COUNCIL SHALL CONVENE IN CLOSED SESSION TO CONSULT WITH THE CITY ATTORNEY REGARDING A LEGAL ISSUE AND TO DELIBERATE REGARDING THE WCA CONTRACT PURSUANT TO TEXAS GOVERNMENT CODE §551.071

7. OPEN SESSION

Mayor reconvened into Open Session at 10:03 p.m.

MOTION BY COUNCILWOMAN ESTLINBAUM, SECOND BY COUNCILMAN CORNMAN, TO FORM A COMMITTEE CONSISTING OF MAYOR BRICKER, MAYOR PRO TEM THAMES, AND COUNCILMAN JOHNSON, TO MEET NEXT WEEK WITH TENARIS REPRESENTATIVES ALONG WITH LEGAL COUNSEL FOR NEGOTIATIONS. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY MAYOR PRO TEM THAMES, SECOND BY COUNCILMAN CORNMAN, TO INSTRUCT THE CITY ATTORNEY TO PREPARE AN ORDINANCE FOR THE NEXT REGULARLY SCHEDULED COUNCIL MEETING FOR THE DE-ANNEXATION OF PROPERTY. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY COUNCILMAN JOHNSON, SECOND BY COUNCILWOMAN FOLSE, TO AUTHORIZE THE MAYOR TO NEGOTIATE EASEMENTS NECESSARY FOR THE CONSTRUCTION OF PUBLIC UTILITIES ALONG STATE HIGHWAY 35 IN CONNECTION WITH TENARIS, INCLUDING BUT NOT LIMITED TO THE TERMS OF UTILITY SERVICE TO THE RELATED PROPERTY. MOTION CARRIED BY UNANIMOUS VOTE.

1. Report

CITY COUNCIL MAY RECONVENE IN OPEN SESSION AND CONSIDER AND/OR TAKE ACTION ON ANY ITEM LISTED ABOVE FOR CONSIDERATION/DISCUSSION IN EXECUTIVE SESSION (IF NECESSARY).

8. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilwoman Estlinbaum reminded everyone that Rally on the River was this weekend, and that next weekend there would be an event called Bark in the Park. She added that there would be a Project Graduation Golf Tournament at the end of the month, if anyone wanted to sponsor a hole.

Mayor informed everyone that he would be participating in MS120 this weekend.

9. 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 Friday, June 21, 2013 before 6:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Rhonda Clegg
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1406

DISCUSSION ITEM (ID # 1406)

WATER SAFETY PROCLAMATION

PROCLAMATION

Office of the Mayor City of Bay City, Texas

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*

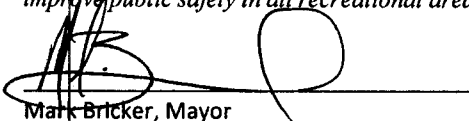
WHEREAS, *the USACE Galveston District requests Bay City, Texas and the residents of Texas' support in communicating water safety information to families and people of all ages, whether owners of private pools, users of public swimming facilities or visitors to Texas beaches and water parks; and*

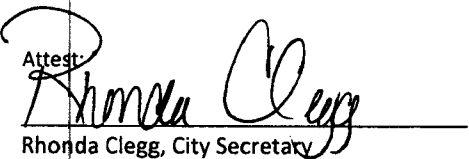
WHEREAS, *the USACE Galveston District requests Bay City, Texas to join us in supporting our goals to achieve a 50 percent reduction in public fatalities from its fiscal year 2013 levels by putting "safety first" and becoming "water aware" when participating in water-related recreational activities.*

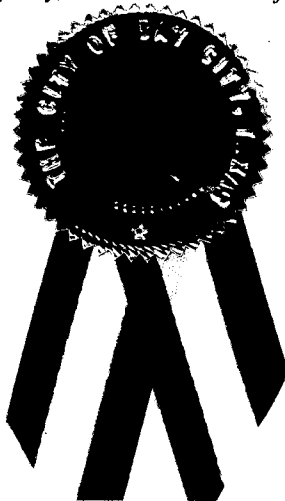
NOW, THEREFORE, BE IT PROCLAIMED, that I, Mark Bricker, Mayor of the City of Bay City, do hereby proclaim April 7, 2014 as

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 Bricker, Mayor
City of Bay City, Texas

Attest:

Rhonda Clegg, City Secretary





City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: Public Works
Category: Report
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1360

DISCUSSION ITEM (ID # 1360)

**RECEIVE A REPORT FROM WCA ON THE SANITATION
OPERATIONS IN THE CITY OF BAY CITY SINCE THE START
OF THEIR OPERATIONS ON NOVEMBER 1, 2013.**

Receive a report from WCA on sanitation operations in the City of Bay City since the start of their operations on November 1, 2013.



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1267)

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Property
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1267 A

CONSIDER AND/OR APPROVE AN ORDINANCE PROVIDING FOR THE EXTENSION OF BAY CITY, TEXAS CITY LIMITS BY THE ANNEXATION OF 12 PLATTED LOTS WITHIN THE GOLDEN GLEN SUBDIVISION GENERALLY LOCATED SOUTH OF GOLDEN AVENUE AND NORTHWEST OF SKELLY ROAD BY THE CITY OF BAY CITY AND APPROVING A SERVICE PLAN FOR SUCH AREAS.

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

ORDINANCE NO. _____

PROVIDING FOR THE EXTENSION OF BAY CITY, TEXAS CITY LIMITS BY THE ANNEXATION OF 12 PLATTED LOTS WITHIN THE GOLDEN GLEN SUBDIVISION GENERALLY LOCATED SOUTH OF GOLDEN AVENUE AND NORTHWEST OF SKELLY ROAD BY THE CITY OF BAY CITY AND APPROVING A SERVICE PLAN FOR SUCH AREAS.

WHEREAS, Texas Local Government Code section 43.021 authorizes the City of Bay City, as a home-rule municipality, to extend its City limit boundaries through the annexation of area adjacent to those boundaries; and

WHEREAS, section 1.04 of the City Charter of the City of Bay City provides that the City Council has authority by ordinance to fix the City limit boundaries, provide for the alteration and extension of said boundaries, and annex additional territory lying adjacent to said boundaries in any manner provided by law; and

WHEREAS, Texas Local Government Code section 43.052(h)(1) provides that an area proposed for annexation containing fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract is exempted from the state law requirement that an area proposed for annexation first be identified in an annexation plan; and

WHEREAS, the areas described herein contain fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract and are, therefore, exempted from the above-described annexation plan requirement; and

WHEREAS, Texas Local Government Code section 43.035(a)(2) stipulates that a municipality may not annex an area appraised for ad valorem tax purposes as land for agricultural use under Subchapter C or D, Chapter 23, Tax Code and Texas Local Government Code section 43.035(b)(1) stipulates provides that a municipality must offer to make a development agreement with landowners eligible under TLGC 43.035(a)(2) to guarantee the continuation of the extraterritorial status of the area; and

WHEREAS, none of the properties subject to this annexation are appraised for ad valorem tax purposes as land for agricultural use under Subchapter C or D, Chapter 23, Tax Code; and

WHEREAS, on the 6th day of March 2014 and the 20th day of March, 2014, the City Council of the City of Bay City, Texas held public hearings on the proposed annexation of approximately 12 lots, situated outside of, but immediately adjacent to, the current corporate limits of the City of Bay City, Texas and such public hearings gave all interested persons the right to appear and be heard on the proposed annexation of such land; and

WHEREAS, notice of the above referenced public hearings was published in the Bay City Tribune on March 6, 2014 and March 20, 2014, a newspaper having general circulation in the City of Bay City, Texas and within the territory to be annexed, in accordance with law; and

Attachment: ORDINANCE NO. - Involuntary Annexation Golden Glen (1267 : Golden Glen Annexation)

WHEREAS, the proposed service plan was made available for public inspection and explained to the inhabitants of the area at the public hearings held; and

WHEREAS, the aforementioned public hearings were conducted not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the population of the City of Bay City, Texas is in excess of approximately 17,000 inhabitants, and the area to be annexed lies within the extraterritorial jurisdiction of the City of Bay City, Texas, and lies adjacent to and adjoins the City of Bay City, Texas.

NOW THEREFORE:

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

SECTION 1. The land and territory lying outside of, but adjacent to and adjoining the City of Bay City, Texas, more particularly described below is hereby added and annexed to the City of Bay City, Texas, and said territory, as described, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described below, are altered and amended so as to include said areas within the corporate limits of the City of Bay City, Texas.

Specifically the properties to be annexed are those Platted Lots located in the Golden Glen Subdivision, Matagorda County, Texas that are more particularly described as follows:

Lot 18, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 27, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 30, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 31, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 37, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 43, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 58, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 61, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 62, Block 1, Golden Glen Subdivision, Matagorda County, Texas
 Lot 1, Block 2, Golden Glen Subdivision, Matagorda County, Texas
 Lot 2, Block 2, Golden Glen Subdivision, Matagorda County, Texas
 Lot 3, Block 2, Golden Glen Subdivision, Matagorda County, Texas

SECTION 2. The land and territory more particularly described in Section 1, shall be part of the City of Bay City, Texas and inhabitants thereof shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Bay City, Texas.

SECTION 3. A service plan outlining the provisions of necessary municipal service to the properties described in **Exhibit 'A'** is hereby approved and the implementation of said plan is hereby authorized. Such plan is attached hereto and incorporated herein as Exhibit 'B'.

SECTION 4. This ordinance shall be effective from and after April 10, 2014.

PASSED AND APPROVED this, the tenth day of April 2014.

Mark A. Bricker
Mayor, City of Bay City

ATTEST:

Rhonda Clegg
City Secretary, City of Bay City

APPROVED AS TO FORM:

George Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

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

Mark A. Bricker, Mayor,
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

Georg Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

EXHIBIT A
2014 ANNEXATION PROGRAM
CITY OF BAY CITY, TEXAS

SERVICE PLAN FOR 2014 ANNEXATION

Upon annexation of the area identified above the City of Bay City will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Bay City, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection and Emergency Medical Services**

The City of Bay City, Texas contracts with the Bay City Volunteer Fire Department and EMS services and will provide fire protection to newly annexed areas through that contract at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**

All water/wastewater facilities owned or maintained by the City of Bay City at the time of the proposed annexation shall continue to be maintained by the City of Bay City. All water/wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Bay City to the extent of its ownership. The now existing water/wastewater mains at existing locations shall be available for the point of use extension based upon the City of Bay City standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**

The City of Bay City, Texas contracts for the collection of solid waste and refuse within the corporate limits of the City with [REDACTED]. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage collection locations shall be subject to the approval of the Sanitation Manager. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**

Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowners association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**

The City of Bay City, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**

The City of Bay City, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**

The City of Bay City, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**

The City of Bay City, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Bay City, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water/Wastewater Facilities**

For the next 2 ½ years, Bay City finds and determines that there is sufficient capacity for wastewater to provide services to the annexed areas pursuant to the City of Bay City's extension policies. The construction of any capital improvements for water and wastewater services to an annexed area will be completed pursuant to the City's infrastructure extension policies.

3. **Roads and Streets**

The City of Bay City, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

4. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Bay City, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Bay City, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Bay City.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Public Works
Category: Property
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 1416

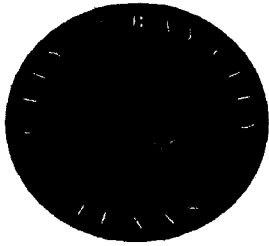
ADOPTED

AGENDA ITEM (ID # 1416)

CONSIDER AND/OR APPROVE RENAMING EL CENTRO STREET TO NICHOLS AVENUE.

The limits of El Centro Street are from Golden Avenue to a point where it becomes Nichols Avenue. The proposed name change is for the entire limits of El Centro Street to establish continuity for the street's name--Nichols Avenue.

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



City of Bay City

Department of Public Works

Administrative Review for Changing a Street Name

Existing Roadway Name: El Centro Street

Limits of Change: From Golden Ave. to Nichols Ave

Proposed Roadway Name: Nichols Ave

Application by: Petition of abutting land owner or

Authorized officer governmental subdivision, agency or department

Application Processing Fee: Paid or NA for City initiated change

Is proposed name appropriate as per Section 94-229(d)? Yes or No

Have the following been contacted? Comments received?

- ☒ Fire Department agrees with change
- ☒ Police Department "No negative comment"
- ☒ Post Office No Comment rec'd
- ☒ Others as appropriate? County all - no comment
- ☒ Abutting Property Owners No comments rec'd.

What is the reason for proposed change?

- ☒ To establish continuity of the street's name, for example, to ensure one name for a public way commonly traveled as a single thoroughfare, although the centerlines of segments thereof do not match, as the city council may determine;
- ☐ To eliminate name spelling duplication, phonetic duplication or misspelling;
- ☐ To enhance ease of location otherwise;
- ☐ To bring coherence to the street numbering system designation (east, west, north, south); and
- ☐ To provide necessary roadway designation ("street," "road," "lane," "circle," "drive," "boulevard" and similar designations).
- ☐ To honor a person, place, institution, group, entity, event and similar subjects.
- ☐ To enhance a neighborhood through association of the street name with its location, area characteristics, history and the like.

New Street Name Sign Cost:

Signs: 6 signs \$0 existing signs need to be replaced

Labor: \$0

Departmental Recommendation

- ☒ Application has been reviewed and is consistent with stated reason or reasons and meets or exceeds the requirements of City Ordinance Chapter 94 and is submitted to the City Council for action.
- ☐ Application has been reviewed and is consistent with stated reason or reasons and meets or exceeds the requirements of City Ordinance Chapter 94 and is submitted to the City Council for action after a public hearing.
- ☐ Application has been reviewed and does not meet requirements of City Ordinance Chapter 94.

Barry Calhoun

Barry Calhoun, Director of Public Works

Post Council Approval Procedure

Date	Action
_____	Council Approved
_____	Notification of Pending Change to VFD, PD, PO, and County 911 by City Secretary
_____	Signs Ordered
_____	Signs installed
_____	Notification of Installation to City Secretary and City Council

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

Application* to Request Renaming a City Street

Existing Roadway Name: El Centro Street

Limits of Change: Golden Ave to junction with Nichols Ave

Proposed Roadway Name: Nichols Avenue

Requested by: COBC Public Works

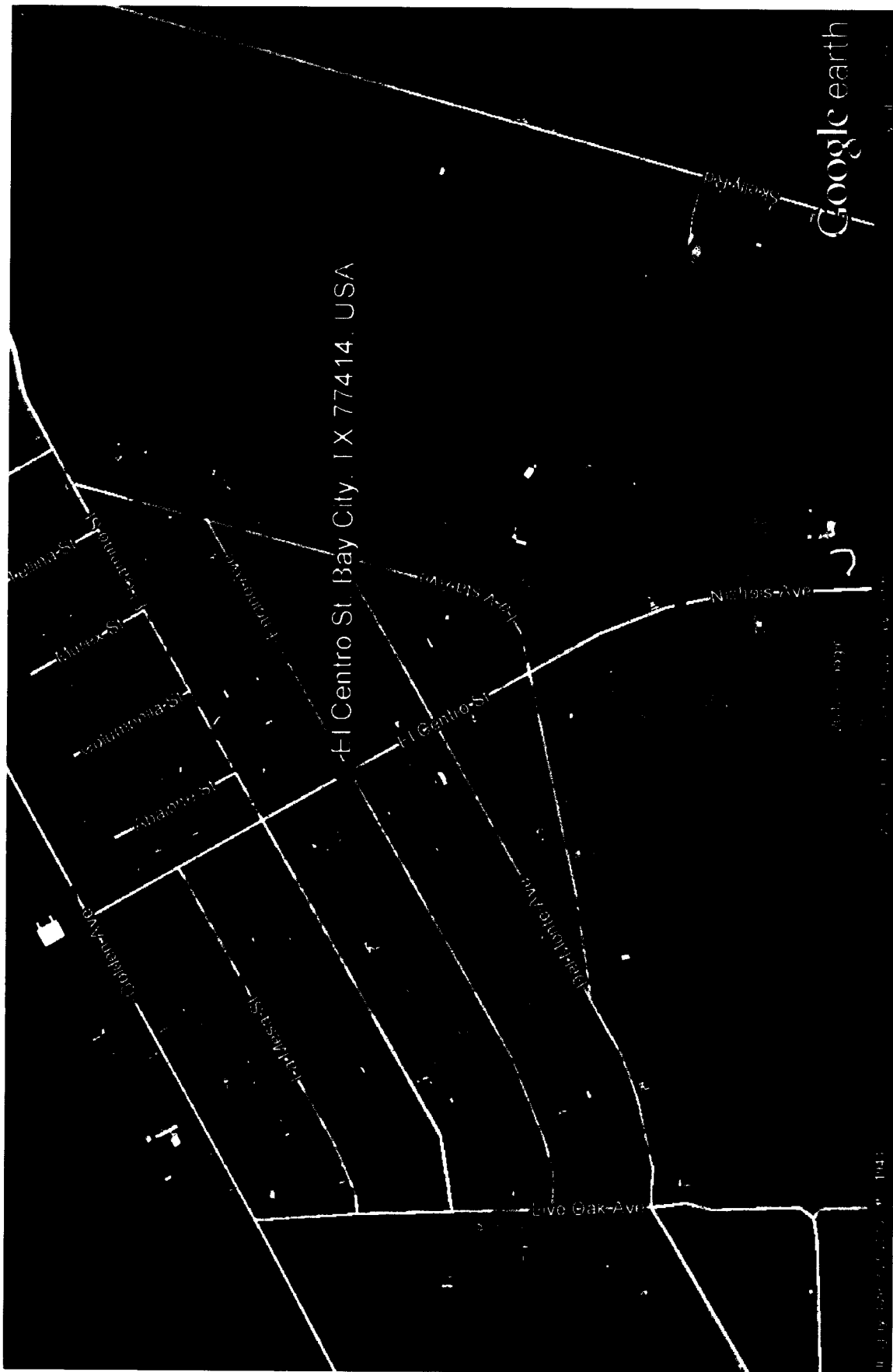
Reason for street name change: Continuity of Street's name (Nichols)
from northmost point of roadway to south city limits

To Be Completed by Public Works

1. Is the proposed name of significance to the city? No
2. How many residences are affected? None
3. How many businesses are affected? None
4. How many streets intersect the affected roadway? 6
5. Calculate cost for new signage (# of intersections x cost per sign) $6 \times 40 = \$240.$
6. Attach comments from PD*, VFD*, Planning Commission*, Post Office and County 911*.
* Request for comments by email, PO Hand deliver

*Reference City Ordinance Sec 94-229

Attachment: EL Centro 1 (1416 : Rename El Centro Street)



8.

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

Marla Jasek

From: Randy Frontz
Sent: Tuesday, January 28, 2014 6:32 AM
To: Marla Jasek
Subject: RE: Proposed--El Centro Street in Bay City

The Bay City Volunteer Fire Department agrees with the proposed street name change.

Thank you,

Randy Frontz, Chief
 BCVFD

From: Marla Jasek
Sent: Monday, January 27, 2014 4:36 PM
To: Chief Barker; rgonzales@co.matagorda.tx.us; Randy Frontz; doug.matthes@co.matagorda.tx.us
Cc: Barry Calhoun
Subject: Proposed--El Centro Street in Bay City

The City's ordinance requires comments for proposed street name changes from the following departments and entities:

- (1) Fire department
- (2) Police department
- (3) US Post Office
- (4) Others as may be appropriate.

The City of Bay City is proposing to change the name of El Centro Street in the Del Norte subdivision to Nichols Avenue. Please see the attached file for more information. We are requesting your reply with any comments or concerns you may have regarding the proposed change by **February 11, 2014**.

Thank you.

Marla Jasek, P.E.
 City of Bay City
 Asst. Dir. Of Public Works
 (979) 323-1659 ext 1660

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

Marla Jasek

From: Norma Trevino <ntrevino@co.matagorda.tx.us>
Sent: Tuesday, January 28, 2014 2:05 PM
To: Marla Jasek
Subject: Fwd: RE: Fwd: Proposed--El Centro Street in Bay City

Norma I. Trevino
Administrative Assistant
Emergency Mgmt./911 Addressing
979-244-6801

-----Original Message-----

From: "Stoneman, Becky" <becky.stoneman@h-gac.com>
To: N Trevino <ntrevino@co.matagorda.tx.us>
Date: Tue, 28 Jan 2014 13:58:08 -0600
Subject: RE: Fwd: Proposed--El Centro Street in Bay City

Norma,
 We need ranges on each road segment.

Rebecca J. Stoneman

GIS Analyst
 Data Services – GIS Program
 Houston –Galveston Area Council
 3555 Timmons Ln, Houston, TX, 77027
 Direct: 832-681-2526 Fax: 713-993-2481
 becky.stoneman@h-gac.com

From: Norma Trevino [mailto:ntrevino@co.matagorda.tx.us]
Sent: Tuesday, January 28, 2014 1:42 PM
To: Doug Matthes
Cc: Stoneman, Becky
Subject: Re: Fwd: Proposed--El Centro Street in Bay City

Hello Marla,

Please let me know the road range starting from the road named El Centro to Nichols Ave. so that the information can be added into the database. Road name will be changed also as soon as I receive the road range. Thank you, Norma

Norma I. Trevino
Administrative Assistant
Emergency Mgmt./911 Addressing

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

979-244-6801

-----Original Message-----

From: "Doug Matthes" <doug.matthes@co.matagorda.tx.us>To: "Norma Trevino" <ntrevino@co.matagorda.tx.us>

Date: Tue, 28 Jan 2014 07:23:02 -0600

Subject: Fwd: Proposed--El Centro Street in Bay City

Douglas Matthes EMC
2200 7th Street
Bay City, Texas 77414
979-323-0707
979-244-6801

-----Original Message-----

From: Marla Jasek <mjasek@cityofbaycity.org>To: Chief Barker <rbarker@cityofbaycity.org>, "rgonzales@co.matagorda.tx.us" <rgonzales@co.matagorda.tx.us>, Randy Frontz <rfrontz@cityofbaycity.org>, "doug.matthes@co.matagorda.tx.us" <doug.matthes@co.matagorda.tx.us>Cc: Barry Calhoun <bcalhoun@cityofbaycity.org>

Date: Mon, 27 Jan 2014 16:36:23 -0600

Subject: Proposed--El Centro Street in Bay City

The City's ordinance requires comments for proposed street name changes from the following departments and entities:

- 1) Fire department
- 2) Police department
- 3) US Post Office
- 4) Others as may be appropriate.

The City of Bay City is proposing to change the name of El Centro Street in the Del Norte subdivision to Nichols Avenue. Please see the attached file for more information. We are requesting your reply with any comments or concerns you may have regarding the proposed change by **February 11, 2014**.

Thank you.

Marla Jasek, P.E.
 City of Bay City
 Asst. Dir. Of Public Works
 (979) 323-1659 ext 1660

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

Marla Jasek

From: Chief Barker
Sent: Monday, January 27, 2014 4:46 PM
To: Marla Jasek
Subject: Re: Proposed--El Centro Street in Bay City

I have no negative comments related to the proposed change.

Sent from my iPad

On Jan 27, 2014, at 4:37 PM, "Marla Jasek" <mjasek@cityofbaycity.org> wrote:

The City's ordinance requires comments for proposed street name changes from the following departments and entities:

- (1) Fire department
- (2) Police department
- (3) US Post Office
- (4) Others as may be appropriate.

The City of Bay City is proposing to change the name of El Centro Street in the Del Norte subdivision to Nichols Avenue. Please see the attached file for more information. We are requesting your reply with any comments or concerns you may have regarding the proposed change by **February 11, 2014**.

Thank you.

Marla Jasek, P.E.
City of Bay City
Asst. Dir. Of Public Works
(979) 323-1659 ext 1660

<Renaming El Centro.docx>

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

Resident
Bay City, TX 77414

See list of
recipients.

Dear Resident:

You are receiving this letter because you reside in a home adjacent to El Centro Street in Bay City. The Bay City Department of Public Works is proposing to change the name of El Centro Street. In accordance with City Ordinance Section 94-230, the abutting land owners must be notified of proposed changes to a city street name.

El Centro Street extends from Golden Avenue to a point approximately 0.3 mile south of Golden where it meets Nichols Avenue. Nichols Avenue then extends from this point, south 3.7 miles, to the south city limits. In order to provide continuity of a single street name, we are proposing to change El Centro Street to Nichols Avenue.

If you have any comments regarding the proposed street name change, you may call the City Municipal Services building at (979) 323-1659. You may also submit comments by email to mjasek@cityofbaycity.org. All comments should be submitted by 5 p.m. on March 13, 2014 for consideration.

Sincerely,

Marla Jasek
Assistant Direct of Public Works

Attachment: EL Centro 1 (1416 : Rename El Centro Street)

Hortencia M Torres
2929 La Vista
Bay City, Texas 77414

Tracy L Fritzsching
2932 La Vista
Bay City, Texas 77414

Mary Owens Peterson
3001 La Vista
Bay City, Texas 77414

Jerry Wright
3002 La Vista
Bay City, Texas 77414

Sid Schwartz
2924 Del Monte
Bay City, Texas 77414

Jerry Kuhns
2929 Del Monte
Bay City, Texas 77414

Sandra Joyce Guerrero
3001 Del Monte
Bay City, Texas 77414

Stephanie Ann Cosentino
3002 Del Monte
Bay City, Texas 77414

Brent Marceaux
2924 En Cino
Bay City, Texas 77414

Brian Wayne Carter
2925 En Cino
Bay City, Texas 77414

Belinda A Hernandez
3001 En Cino
Bay City, Texas 77414

Allen Cumbie
3002 En Cino
Bay City, Texas 77414

Martha Lee Cone
2916 El Camino
Bay City, Texas 77414

Mrs. Lee Bossley
2917 El Camino
Bay City, Texas 77414

Charles Pearson Jinks
3002 El Camino
Bay City, Texas 77414

Gilbert Lowery
#1 Abalone
Bay City, Texas 77414

Dustin Ray Clements
#2 Abalone
Bay City, Texas 77414

John Velasquez
#3 Abalone
Bay City, Texas 77414

Erasmo Cisneros
#4 Abalone
Bay City, Texas 77414

Lane David Barrett
#5 Abalone
Bay City, Texas 77414

Jason Ray Sones
6 Abalone
Bay City, Texas 77414

William H Smith, Jr.
#7 Abalone
Bay City, Texas 77414

Elton M Ashcraft
2924 La Mesa
Bay City, Texas 77414

Ben W Kasper
2925 La Mesa
Bay City, Texas 77414

List of Residents adjacent
to El Centro.

Attachment: EL Centro 1 (1416 : Rename El Centro Street)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1413

DISCUSSION ITEM (ID # 1413)

**PROVIDE UPDATE ON THE STATUS OF THE HENDERSON
PARK UPGRADES.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1412

DISCUSSION ITEM (ID # 1412)

**PROVIDE UPDATE ON CITY PROPERTIES RECOMMENDED
FOR SALE BY THE PROPERTIES TASK FORCE.**



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Public Works
Category: Grant
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:

DOC ID: 1424 A

ADOPTED

RESOLUTION (ID # 1424)

**DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO
DESIGNATE AUTHORIZED SIGNATORS FOR THE 2013
TEXAS CAPITAL FUND INFRASTRUCTURE IMPROVEMENTS
PROJECT CONTRACT 713102 – CP HOMES.**

This resolution is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture. All grant funds will be used for water and sewer improvements for their assisted living facility.

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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING
DESIGNATED SIGNATORS FOR CONTRACTUAL DOCUMENTS FOR
REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM 2013 TEXAS CAPITAL
FUND INFRASTRUCTURE PROJECT CONTRACT 713102- CP HOMES.**

WHEREAS, the City of Bay City has received a 2013 Texas Community Development Block Grant award to provide Infrastructure Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Bay City acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* **(Form A202)**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BAY CITY, TEXAS, AS FOLLOWS:

The Mayor and Mayor Pro Tem be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2013 Texas Community Development Block Grant Program

The Mayor, Mayor Pro Tem, and Finance Director be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS,
on _____, 2014.

Mark A. Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

Attachment: resolutions_Bay City CP Homes_authorized signators (1424 : TCF CP Homes - Designate Authorized Signators)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Public Works
Category: Grant
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:

DOC ID: 1423 A

ADOPTED

RESOLUTION (ID # 1423)

**DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO
DESIGNATE AUTHORIZED SIGNATORS FOR THE 2013
TEXAS CAPITAL FUND INFRASTRUCTURE IMPROVEMENTS
PROJECT CONTRACT 713092 – DUNN HEAT EXCHANGERS**

This resolution is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture. All grant funds will be used for water and sewer improvements along State Highway 60 from FM 3158 to FM 3516.

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

R E S O L U T I O N

RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING DESIGNATED SIGNATORS FOR CONTRACTUAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2013 TEXAS CAPTIAL FUND INFRASTRUCTURE IMPROVEMENTS CONTRACT 713092 – DUNN HEAT EXCHANGE

WHEREAS, the City of Bay City has received a 2013 Texas Community Development Block Grant award to provide Infrastructure Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Bay City acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* **(Form A202)**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BAY CITY, TEXAS, AS FOLLOWS:

The Mayor and Mayor Pro Tem be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2013 Texas Community Development Block Grant Program

The Mayor, Mayor Pro Tem, and Finance Director be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS,
on _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Public Works
Category: Grant
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:

DOC ID: 1410 A

ADOPTED

RESOLUTION (ID # 1410)

**DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION TO
DESIGNATE AUTHORIZED SIGNATORS FOR THE 2013
TEXAS CAPITAL FUND MAIN STREETS PROJECT
CONTRACT 713252.**

This resolution is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture. All grant funds will be used to convert the downtown sidewalk along Avenue G between 6th Street and 7th Street from tile to brick pavers.

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING DESIGNATED SIGNATORS FOR CONTRACTUAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2013 TEXAS CAPITAL FUND MAIN STREET PROJECT CONTRACT 713252.

WHEREAS, the City of Bay City has received a 2013 Texas Community Development Block Grant award to provide Main Streets; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Bay City acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* **(Form A202)**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BAY CITY, TEXAS, AS FOLLOWS:

The Mayor and Mayor Pro Tem be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2013 Texas Community Development Block Grant Program

The Mayor, Mayor Pro Tem, and Finance Director be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, on _____, 2014.

Mark A. Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

Attachment: resolutions_Bay City MS_authorized signators (1410 : TCF Main Street - Designate Authorized Signators)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Public Works
Category: Grant
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1409 A

ADOPTED

RESOLUTION (ID # 1409)

**DISCUSS, CONSIDER AND/OR APPROVE DESIGNATING BY
RESOLUTION ADMINISTRATION AND ENGINEERING
SERVICE PROVIDERS FOR THE 2013 TEXAS CAPITAL FUND
MAIN STREETS PROJECT CONTRACT 713252.**

GrantWorks will be awarded a contract to provide Texas Capital Fund project related administration services and CivilCorp will be awarded a contract to provide Texas Capital Fund project related professional engineering services. All grant funds will be used to convert the downtown sidewalk along Avenue G between 6th Street and 7th Street from tile to brick pavers.

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

Scoring Summary

Contractor Locality City of Bay City

TxCDBG Contract No. 713252 Main Streets

*please note: if only one submission was received for either service, the submission does not need to be scored. Please just make a note below.

Administrative Firm	Total Score
GrantWorks, Inc	100

Engineering Firm	Total Score
Jones & Carter, Inc.	334
CivilCorp	342

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING
THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACTS
FOR THE 2013 TEXAS DEPARTMENT OF AGRICULTURE TEXAS
CAPITAL FUND AWARD MAIN STREETS PROJECT CONTRACT
713252.**

WHEREAS, the recent award of a 2013 Texas Capital Fund contract requires implementation by professionals experienced in the administration and engineering of federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services and a Request for Qualifications (RFQ) for engineering services has been completed in accordance with Texas Capital Fund requirements;

WHEREAS, the procurement process entailed advertisement in the local newspaper and directly contacting firms with prior experience in the region, firms recommended by neighboring communities, and/or firms requesting the submission requirements;

WHEREAS, the submissions received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service;

WHEREAS, by approving the resolution, the City of Bay City authorizes the award of contracts for engineering and administrative service providers; however no contracts will be executed for these services until the Texas Capital Fund State Contract is fully-executed;

NOW, THEREFORE, BE IT RESOLVED:

Section 1A. That GrantWorks be awarded a contract to provide Texas Capital Fund project-related **administration services** for the Program Year **2013** project Main Street Project Contract 713252.

Section 1B. That CivilCorp be awarded a contract to provide Texas Capital Fund project-related **professional engineering services** for the Program Year 2013 project Main Streets Project Contract 713252.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider;

PASSED AND APPROVED ON _____, 2014.

ATTEST:

Mark A. Bricker, Mayor

Rhonda Clegg, City Secretary

Attachment: resolutions_Bay City MS_award (1409 : TCF Main Street - Award Administration & Engineering Service Providers)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Community Development
Category: Budget
Prepared By: D C Dunham
Initiator: D C Dunham
Sponsors:
DOC ID: 1426

ADOPTED

AGENDA ITEM (ID # 1426)

**CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING
THE 2013-2014 FISCAL BUDGET TO FUND A
COMPREHENSIVE PLAN FOR A PROJECT TOTAL NOT TO
EXCEED \$93,500 TO BE ALLOCATED OUT OF THE GENERAL
FUND BALANCE.**

On March 27, 2014 Council approved moving forward with Comprehensive Plan for the City of Bay City and to allocate \$100,000 from the general fund.

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



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: Community Development
Category: Appointment
Prepared By: D C Dunham
Initiator: D C Dunham
Sponsors:
DOC ID: 1427

DISCUSSION ITEM (ID # 1427)

**DISCUSS, CONSIDER AND/OR APPROVE A SELECTION
COMMITTEE FOR THE COMPREHENSIVE PLAN STEERING
COMMITTEE.**

The steering committee will be a working group that will attend all of the planning meetings and help guide the strategic process. They also serve a critical role in fostering citizen engagement. They help identify key community leaders that should be involved, as well as help to encourage citizen participation. They should represent a diverse group that represent the citizens of Bay City.

Steering Committee Expectations

Role of the Steering Committee

The Steering Committee serves as the community representatives throughout the Comprehensive Plan development process. They ensure the Plan reflects the priorities and goals of the citizens based on the input received from the public engagement process. They also serve a critical role in fostering citizen engagement. They help identify key community leaders that should be involved, as well as help to encourage citizen participation. They are the connection between the consultants and the community and build the relationship necessary for a successful plan.

The Steering Committee will work closely with the Planning Team throughout the process. There will be regular meetings to discuss the plan, provide insight and comments, and keep the plan focused on community needs. Members must be willing to give the time necessary to be prepared for the meetings and participate in them. The Committee will review and vet the plan before it goes to the Planning Commission and City Council for final adoption.

Expectations

- Participate in the Comprehensive Plan development
 - April – November 2014
- Attend regular meetings during the planning process
 - Schedule will be developed at first Steering Committee meeting
 - Typically one per month
- Prepare for meetings
 - Information, drafts, etc. will be provided prior to meetings
 - Your preparation ensures meetings are productive and benefit the planning process
- Actively engage in the meetings
- Be an active communicator about the plan
 - Invite friends, neighbors, others to participate in the process
 - Encourage survey participation
- Bring your community knowledge, passion, and experience to the process
 - Help ensure the plan reflects the values and priorities of your community



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/10/14 07:00 PM
Department: Community Development
Category: Contract
Prepared By: D C Dunham
Initiator: D C Dunham
Sponsors:
DOC ID: 1425 A

ADOPTED

AGENDA ITEM (ID # 1425)

**DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT WITH
THE TEAM OF HOTKAMP PLANNING, SARAH T. PAGE
CONSULTING, LLC, AND OPPORTUNITY STRATEGIES, LLC.
(PLANNING TEAM) TO DEVELOP A COMPREHENSIVE PLAN
FOR THE CITY OF BAY CITY.**

The Planning Team responded to an RFP that was given to Council March 27, 2014. Mayor and City Council approved the proposal and asked that a contract be presented at the next Council Meeting.

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

March 31, 2014

City of Bay City
1901 5th St
Bay City, TX 77414

RE: Comprehensive Plan for City of Bay City, TX

Planning, Economic Development, and Tourism services defined in this contract for the development of a Comprehensive Plan for the City of Bay City. Services will be provided by the team of Holtkamp Planning, Sarah T Page Consulting, LLC, and Opportunity Strategies, LLC (hereinafter Planning Team). The Scope of Work shall include, but may not be limited to the following:

Deliverables

Details about the process to be used can be found in the RFP response. The Plan will include an extensive public engagement effort, utilizing social media, electronic and paper surveys, interviews, focus groups, and Town Hall meetings, as well as collaboration with the Steering Committee to ensure the final product reflects the priorities of Bay City citizens. The Plan will also include thorough analysis and explanation for each goal and recommendation.

- Demographic Analysis
- Vision Statement and Value Identification
- Public Engagement
 - Community Survey
 - Focus Groups / Interviews
 - 3 Town Hall Meetings
 - 1 Public Hearing for Final Draft
- Goals and Strategies to Address the Following Topics:
 - Future Land Use
 - Transportation
 - Housing
 - Utilities
 - Parks and Open Space
 - Economic Development
 - Tourism
 - Historic Preservation and Downtown Revitalization
 - Livability and Quality of Life
- Implementation
 - Goals
 - Action Steps
 - Priorities and Timelines
 - Responsible Parties

Attachment: draftcontract0330 (1425 : Comprehensive Plan Contract)

- Electronic Copy of Final Plan in Word and PDF format
- Digital and Paper copies of all maps created during the planning process
- Electronic Copy of all data developed as part of the planning process
- 1 Hard Copy of the Final Plan

Compensation

Fees for Service

Retainer (Upon Contract signing)	\$16,000
Due After Initial Public Engagement Process (mid-June)	\$20,000
Due Upon Delivery of Draft Plan (September)	\$20,000
Due Upon Final Delivery (November)	\$24,000
Total Fee for Services (Not to Exceed)	\$80,000

Contingency \$5,000
(to cover minor change orders, additional services without requiring update to contract)

Expenses

In addition to the compensation schedule above, reimbursable expenses directly related to the project will be billed monthly on the first of the month for expenses incurred the month prior. Expense reimbursement will be due within 30 days of expense submittal. These expenses include the following: !

Travel and Related Expenses	\$8,000
Mailing / Office / Printing	\$500
Total Expenses (Not to Exceed)	\$8,500

Unpaid balances in excess of 30 days shall accrue interest at the rate of 2.5% per month.

Additional Services

During the course of this project, it is possible that additional work beyond the scope of services described above, may be requested, or otherwise become necessary. Any additional services will be discussed with the City and, upon approval by owner, provided by the Planning Team and billed hourly at \$100 per hour plus expenses.

Termination

Either party may terminate this contract at any time **with 10 days' written notice to the other party**. Upon termination, compensation shall be due for services completed through the date of termination

Limitation of Liability

PLANNING TEAM AND THE CITY WAIVE CONSEQUENTIAL DAMAGES FOR CLAIMS, DISPUTES OR OTHER MATTERS ARISING OUT OF THIS AGREEMENT. IN ADDITION, THE PLANNING TEAM WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING OR DELIVERING THE SERVICES. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CITY AND THE PLANNING TEAM, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE PLANNING TEAM TO THE CITY FOR ANY AND ALL CLAIMS,

LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE DESIGN TEAM TO CITY SHALL NOT EXCEED \$25,000.00. THE PLANNING TEAM DISCLAIMS ANY WARRANTIES EXPRESS AND IMPLIED.

Confidential Information

During the course of performance of the Scope of Work, the Planning Team may have access to materials, data, strategies, systems, or other information related to the City and its programs, processes, and plans. Any such information acquired by the Planning Team shall not be used, published, or divulged to any person, firm, governmental entity, or corporation without the express written consent of the City, except where required bylaw or appropriate subpoena from a court of law.

The Planning Team reserves the right to list the City and the general nature of the work performed on a list of current or former clients used for purposes of advertising and promoting the services of the Planning Team with the understanding that no confidential information shall be disclosed on such a list.

The City may be asked to provide a testimonial statement as to the quality of services performed by the Planning Team. This is strictly on a voluntary basis and the sole discretion of the City.

Documentation of Work Performed

The Planning Team shall provide to the City the electronic documentation of the work, in a format mutually agreeable to the City and Planning Team, along with one paper copy of the Final Plan. Additional paper copies shall be provided for an additional charge if the City desires. Unless specified in addendum notes by the City, the City will not receive the actual materials generated in the Town Hall meetings, such as notes, flip charts, etc. All information of this nature will be documented by the Planning Team and included in the Final Plan.

Entire Agreement

This Agreement represents the entire agreement between the parties hereto with respect to the transactions contemplated in this Agreement. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing authorized and signed by the party to be charged, and then only to the extent set forth in such instrument.

Mediation

Any dispute between the parties arising out of or relating to this Agreement or in any way relating to the parties' relationship which cannot first be resolved in the ordinary course of business, shall be submitted to mediation prior to arbitration or the filing of a lawsuit or other legal proceeding. Unless the parties agree otherwise, the costs of mediation shall be equally shared by the parties. The parties will participate in good faith in the mediation.

Governing Law/Severability. The laws of the State of Texas shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, but shall be fully severable.

Assignment

Neither party shall assign this contract as a whole without written consent of the other party.

Counterparts

This Agreement may be executed by the parties in separate counterparts, which may be delivered to the other party by facsimile or through electronic mail in portable document format (.pdf), each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

_____	_____	_____	_____
Chris Holtkamp, AICP	Date	City of Bay City	Date

_____	_____
Sarah T. Page, PCED, TMP, CTE	Date

_____	_____
Alysia A. Cook, PCED, IOM	Date

Attachment: draftcontract0330 (1425 : Comprehensive Plan Contract)

March 17, 2014

DC Dunham, Executive Director
 Bay City Community Development Corporation
 1900 Fifth Street
 Bay City, TX 77414

Dear DC,

We are pleased to submit this proposal in response to the Bay City United Vision 2040 Plan. Our team has been assembled specifically for this project, and you will find our experience and knowledge, along with our familiarity and history of working in Matagorda County make us uniquely qualified.

Chris, Sarah, and Alysia have over 60 years combined experience, much of it working in rural communities. This experience allows us to craft goals and recommendations that reflect the realities of your town, and provide clear direction to decision makers moving forward. Our plans are not boiler plate, and we do not have a generalized 'system' for planning that we utilize for every project. We approach every plan with fresh eyes and develop a program of work tailored to the community and its unique opportunities.

We understand the necessity of engaging every resource in a successful planning process. We aggressively seek out public input to generate citizen buy in and support, and to ensure the plan reflects their concerns. We work closely with City staff, economic developers, elected officials, and others to ensure the plan provides clear direction to them to make implementation more effective. We will draw upon the detailed knowledge and experience of staff throughout the planning process as a resource.

Our team knows Bay City. Each of us has been involved with multiple projects in Bay City and Matagorda County. You can see the results of our work in your community. The plans we develop do not gather dust on a shelf, they become a tool used daily to guide decision making and focus resources to address key issues. Our team will utilize this familiarity, along with our experience, to craft a thoughtful and innovative Vision to guide Bay City into the next 25 years.

Sincerely,

Chris Holtkamp, AICP
 Holtkamp Planning
 8402A Tallwood Dr
 Austin, TX 78759

Proposal to:

**City of Bay City, TX
Comprehensive Plan**



Submitted by:

Holtkamp Planning

Chris Holtkamp, AICP
Principal

Bay City Comprehensive Plan Proposal

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Bay City Comprehensive Plan Proposal

Introduction

A Comprehensive Plan is the road map to a community's future. It defines the community's vision, and outlines the necessary strategy to make that vision a reality. Our team is uniquely suited to work with the citizens and leaders of Bay City to develop its Comprehensive Plan. We bring decades of experience in community and economic development, and we have a long term relationship with Bay City and Matagorda County. We developed the original Bay City / Matagorda County United Plan, and its several updates. We have worked with Matagorda County EDC on economic development, the City of Palacios updating its zoning ordinance and developed a strategic plan for the community of Matagorda. This history allows us to hit the ground running, focusing on the key challenges and opportunities for Bay City. With our diverse experience and expertise, we will each have areas of the plan we will be responsible for; however, we will work collaboratively to ensure all aspects of the plan are coordinated and reflect the priorities of Bay City citizens.

Project Management and Philosophy

Our project management approach is very hands on; we work very closely with elected and appointed officials and citizens. This will not be a plan developed behind closed doors; rather it will be a collaborative effort between the consultants and the community. Our planning philosophy is that a successful plan must be community driven. City leaders must be confident that residents support the plan recommendations before they will commit resources to identified projects. Also, plans we develop are not just guides for city government, rather they incorporate a holistic approach that looks to the Chamber of Commerce, Main Street, economic development organizations, the school district, community colleges, civic groups, and citizens to embrace the plan and be active participants in implementation. This broad based approach has proven successful in many communities because it maximizes community resources rather than focusing on the often limited resources of local government.

Public Participation and Education

Public participation and education will be a hand-in-glove activity. Any public input session will begin with an educational component so residents understand what role they have in the planning process, what the existing conditions of the community are, and what the purpose of the input is. The first step will be the appointing of a Steering Committee that will work with the consultants throughout the planning process. This group should be reflective of the community as a whole and should not be the 'usual suspects' if possible. The most successful Steering Committees are a diverse group of citizens who can ensure the plan accurately reflects the information gathered during the public input. Having a diverse steering committee will help drive participation because they will have more influence on getting people involved than just using press releases and other media. Also, they can help identify community leaders who can be tapped to bring their constituencies to the process.

Public input will begin with the community-wide survey. This will be an online survey, with paper copies available as needed to maximize participation. The survey will ask a series of questions designed to provide a big picture understanding of the issues and opportunities in Bay City. The data gathered from the survey will be used to structure the Town Hall meetings which will drill down into more detail about the common issues identified in the survey. The Town Hall meetings will begin with an educational component that includes an overview of the

Bay City Comprehensive Plan Proposal

planning process and a demographic analysis of the community that includes current and projected population characteristics and what those changes might mean for the community. The purpose is to get residents thinking about what Bay City might look like in 20 years and how they want to direct those changes to bring about the future they want and protect those qualities they cherish.

Parallel with the Town Hall meetings will be interviews and focus groups targeting key elements of the comprehensive plan. Focus groups will allow us to gather much more detailed information about specific topics and issues with the organizations and individuals most invested in those issues.

A project website will be a key element in the public engagement process. We will establish an interactive website that will provide on-going updates about the plan process, key findings, as well as an opportunity for citizens to leave comments and ideas. This will allow those unwilling, or unable, to attend a meeting to participate. This website can be linked to the existing websites at the City of Bay City, the Chamber of Commerce, Matagorda County, and other appropriate sites.

An additional benefit to the online component is increased transparency of the process. All planning information and resources will be available in this digital repository to anyone at any time. It will keep citizens engaged in the plan development and allow them to find ways to participate in plan implementation once it has been adopted. Social media, such as Facebook, will also be utilized to drive participation and discussion throughout the plan process. Social media is playing an increasingly important role in how people find news. According to the Pew Research Center, one-third of American adults prefer to get their news from Facebook. Because of this trend and the ease of sharing information with others on Facebook, this will be our primary social media channel. Twitter may also be used to provide quick updates on the planning process. Based on the project's timeline, a content schedule will be developed to guide our social media outreach. This content schedule will include specific messages, dates, times, and social media channels, but will also be flexible enough to allow for spur of the moment or time sensitive updates.

Citizen participation will continue throughout the planning process including the Steering Committee and regular updates to City Council. Citizens will have additional opportunities to comment on drafts of the plan components as they are developed before they are finalized and presented for adoption by Council. It is critical for citizens to have ownership in the plan because their support is what will ensure the plan is implemented. Elected officials will know they have community support as they put resources into plan recommendations.

Technology and Resources

Our team has embraced technology to expand its capacity both to drive citizen input and provide analysis and mapping capabilities to its plans. We have extensive experience using Geographic Information Systems to develop maps and analyze data as part of the planning process. This includes creating current and future land use maps as well as analyzing land use patterns and growth modeling. Maps can convey information in the plan that can be more easily understood by all residents. All GIS data and analyses developed during the planning process will be provided to the City in a compatible format with the City's GIS system if applicable.

Bay City Comprehensive Plan Proposal

Project Tasks

Existing Information Review

Bay City has an archive of existing data and plans that have been developed over time. This is an invaluable resource to develop a baseline from which to start the new planning effort. Reviewing and summarizing existing plans is a critical step to avoid duplication of effort and to ensure current and proposed projects are accounted for in the new plan. We will meet with City staff and others to inventory existing plans and projects; we will identify what has been accomplished, what is in progress, and what is no longer relevant. Projects that are still relevant will be incorporated into the new general plan, and any updates to timelines and prioritization will be accounted for.

Data Analysis

A plan cannot be successful if it is based on faulty data. It is critical to have accurate information on existing conditions as well as responsible projections to have an understanding of what the community may look like in the future. A thorough demographic analysis will be a fundamental part of the plan and will include existing conditions, as well as projections for population, etc. These projections will be discussed and their impact on the community analyzed as part of the planning process. The goal will be to develop scenarios to manage expected growth in a way that protects the heritage and quality of life in Bay City.

Demographics will be developed utilizing standard data sources, such as the US Census, Bureau of Labor Statistics, as well as other sources, such as ESRI's Business Analyst On-line. This will be done prior to the Town Hall meetings so the information can be presented to the public.

The data analysis will also include a comprehensive community assessment. This will include identifying key community assets, such as major employers, educational facilities, medical facilities, historic buildings and properties, etc. These resources will help identify gaps and potential targets for economic development. An additional assessment will be done of tourism resources and assets, as part of the tourism strategy.

Citizen Participation

The importance of citizen participation has been discussed and an extensive public input process will be incorporated into this effort. This will include on-line and print surveys, Town Hall meetings throughout the process, focus groups, interviews with community leaders, and an appointed Steering Committee. Social media will be used throughout the process as an additional form of engagement and education. The purpose is to ensure recommendations are realistic and geared for the needs of Bay City. Public input will be used to generate plan recommendations and priorities to ensure citizen support as the plan is implemented.

Citizen involvement will also be focused on education so residents are informed of existing and projected demographics and what they mean for Bay City, as well as how they can participate in plan implementation. The goal is to build capacity in the community to undertake the significant projects likely to be identified in the plan.

Bay City Comprehensive Plan Proposal

Public participation will happen throughout the process to ensure residents provide meaningful input on all aspects of the plan. In addition, as the plan is developed it will be presented to residents for comment and revision before being presented to the City for final adoption.

Vision Statement and Value Identification

In order to ensure the plan meets the needs of Bay City, it will be critical to identify the common values of city residents. The Vision Statement will be the starting point, and the values will be statements supporting that vision. The values will be driving factors in plan development to ensure the recommendations will support the quality of life and unique heritage of Bay City. All of the goals and recommendations in the plan will be tied to these common values and the Vision Statement.

Future Land Use

A key element in a Comprehensive Plan is the Future Land Use Plan. This defines the expectations for how the City will grow in the future and allows City leaders to make decisions based on those expectations. It also allows for targeted development of infrastructure to support that vision to encourage growth in desired areas and away from those areas where growth may not be suitable. A Future Land Use workshop will develop a desired development plan and Future Land Use map illustrating how Bay City should grow in the future. With an agreed upon vision, policies can be developed to turn that vision into reality. Based on the Future Land Use goals, recommendations will be made for possible changes to zoning and subdivision ordinances and other policies to ensure the goals are met as the City grows.

Transportation

The land use survey will include an inventory of existing thoroughfares and a determination of their functionality. This will be utilized to develop a thoroughfare plan that will have recommendations to improve the transportation network. This will not be a detailed engineering study; rather it will focus on how to best manage expected growth and recommendations for improving transportation. It will also include a discussion on how to make thoroughfares more accommodating for alternative transportation, such as biking or walking. This will coordinate with the Future Land use Plan to ensure Bay City develops in a way that maximizes quality of life and economic opportunity for residents.

The airport is another asset that will be addressed in the plan. Recommendations for any necessary improvements will be developed to ensure the airport can serve expected and desired growth. In addition, we will determine how best to incorporate the airport into economic development policy to ensure maximum benefit from this resource.

Housing

Housing is one of the most challenging issues facing communities. In rural communities it can be especially difficult to provide adequate housing for all income levels. A key element in this plan will be an inventory of existing housing and an assessment of gaps in the existing housing supply. The demographic analysis will be utilized to determine expected housing needs in the future, which will allow for specific recommendations to be made to ensure housing needs are met. This will include action steps to promote affordable housing (such as allowing density bonuses, accessory apartments, etc.), improving the existing housing stock, and protecting neighborhood integrity.

Bay City Comprehensive Plan Proposal

Utilities

A community cannot develop without adequate infrastructure. Planning for water and wastewater improvements are a critical need for rural communities. The investment required to expand and improve the system needs to be planned long term to ensure adequate resources are available. The plan will identify critical needs in the existing system as well as expected demand based on projected growth. The Future Land Use plan will also provide guidance on where expansions may be needed to encourage development in appropriate areas. Drainage will also be an issue covered. The plan will identify opportunities to better manage stormwater and provide recommendations for management best practices that the City can implement.

Parks and Open Space

An inventory of existing parks resources will be developed. This, along with citizen input, will be used to identify key gaps in recreational amenities and services in Bay City. The plan will identify opportunities to expand public recreation. Parks are a fundamental element in community quality of life and are an important investment for the community. Trails will also be a significant element, and recommendations will be made for trail development that will link community destinations and existing trails to provide recreation and alternative transportation opportunities for residents.

Economic Development

The Economic Development section will utilize market analysis, workforce data, and on-site data gathering to determine how to enhance economic vitality in Bay City. The plan will incorporate tools for coordination across jurisdictions and with all relevant participants in local economic development. The first phase of this effort is to thoroughly review any current economic development plans being used by Bay City CDC and Matagorda County EDC. This is to identify the current direction of each organization, recent accomplishments, and opportunities to leverage resources with one another and/or the Bay City Chamber of Commerce and Agriculture. The second phase is to interview stakeholders in the economic development process to generate feedback on procedures and needs. The third phase is to evaluate all aspects of an existing or potential Business Retention & Expansion Program and to develop strategies for continually improving relations with existing industries. The fourth phase is to develop specific approaches to maximize the “Energy Cluster” assets and targets. The final phase of the Economic Development portion will be to develop Workforce Development goals & job-related training strategies to meet the current and future needs of local employers. This occurs after researching current and planned higher education offerings and how they can meet the needs of a changing workforce and economy.

Tourism

Tourism is a vital part of the community. It is not only a source of local economic development from visitor spending, it also contributes to quality of life for residents. The Tourism component of the plan will be developed in two ways. First, a tourism focus group will bring together tourism stakeholders to provide input on the current state of the local tourism industry and its direction moving forward. The second phase will build on the 2011 Matagorda County tourism assessment which clearly identified the tourism assets of Bay City and of the County. The second phase will include any necessary updates to the 2011 assessment, but focus mainly on building capacity among the existing tourism promotion entities in Matagorda County. It will bring together the Convention & Visitors Bureau, Main Street, the City, the Bay City Chamber, and

Bay City Comprehensive Plan Proposal

others to delineate roles, maximize assets and abilities, ensure appropriate hotel occupancy tax expenditures, complete a tourism market analysis, identify relevant tourism trends, and make recommendations on how to take tourism to the next level. All steps in the process will be designed to help position Bay City as a desirable destination to travelers.

Historic Preservation and Downtown Revitalization

Bay City is fortunate to be a Main Street City, a program that focuses on downtown revitalization. We will work closely with this organization and its Four-Point Approach® to ensure downtown Bay City remains a destination for residents and visitors alike, and contributes to continued economic vitality.

In addition, we will develop a strategy to identify and protect historic assets throughout the community, not just in the downtown core. These historic buildings represent the unique heritage of Bay City, and are a unique feature that cannot be replaced. Protecting these assets is critical to protecting quality of life and community values.

Livability and Quality of Life

The purpose of the comprehensive plan is to foster quality of life and enhance livability. The plan will allow the community to define its values and set out a vision for its future. Rather than waiting for change to occur, or be pushed from outside forces, the plan allows the community to set the rules and standards it wants to see. By identifying and addressing those issues and challenges identified by citizens, the plan will foster quality of life and protect the heritage of Bay City going forward.

Implementation

Too often, plans are developed that neglect the implementation process. This is the most important aspect because without a clear implementation guide it is too easy for the plan to be put on a shelf to gather dust. This is especially true in rural communities which often do not have staff who can focus solely on the comprehensive plan. The implementation guide for this plan will include a detailed list of goals, objectives and specific action steps to accomplish plan goals. These actions steps will include timelines, estimated funding, stakeholders to consider, and responsible parties. This will ensure that anyone who picks up the plan can quickly gain an understanding of what needs to happen to make the plan a reality.

Bay City Comprehensive Plan Proposal

Project Schedule

Below is a general timeline assuming an April 7th start date:

April

Steering Committee Appointment
 Kick Off Meeting
 Existing Plan Review
 Survey Development
 Demographic Analysis
 Website Development
 Social Media Outreach Plan Development

May

Community and Tourism Assessment
 Economic Development Assessment
 Stakeholder Interviews
 Focus Groups
 Land Use Workshop
 Conduct Survey

June

Survey Analysis
 Town Hall Meetings

July

Business Retention & Expansion Assessment
 Workforce Development Assessment
 Goal Development and Prioritization

August

Draft Plan Development

September

Draft Presentation
 Final Draft Development

October

Final Plan Presentation

November

Plan Adoption

Bay City Comprehensive Plan Proposal

Experience and Projects

Resumes for the team are included at the end of this document

City of Junction Downtown Revitalization Plan

<http://www.cityofjunction.com/documents/Junction%20Downtown%20Revitalization%20Plan%202%20FINAL%20VERSION%20050112.pdf>

Junction is a small town in West Texas that is the County seat of Kimble County. The town has an historic downtown that is struggling to keep storefronts filled. The potential in the area is tremendous, with access to a beautiful riverfront park, a new winery, and a wealth of historic buildings. The challenge was to identify projects that will increase the attractiveness and accessibility in downtown while working within the limited resources of the City. One immediate success was a partnership with Texas Department of Transportation to restripe the parking along Main Street (a state highway) from parallel to angled, which added parking spaces and enhanced safety. Another success was the awarding of grant to replace the sidewalks around the historic County Courthouse. The City has taken implementation very seriously, including the creation of a Mayor-led Task Force to keep implementation a priority.

Contact: Patricia Whitty, Executive Director Junction Economic Development Corporation
730 Main Street
Junction, TX 76849
(325) 446-3402
patricia.whitty@junctionedc.org

City of Dripping Springs, TX Comprehensive Plan

(<http://www.cityofdrippingsprings.com/documents/DS%20Plan%20Draft%20092310.pdf>)

Dripping Springs is a small community on the western edge of the rapidly growing Austin metropolitan area. This growth is beginning to have an impact on the community and residents are concerned with protecting the quality of life and rural character of their community. As the plan developed it became clear that a standard approach was not appropriate for Dripping Springs. In response, the plan evolved into a Values Based Plan utilizing common values identified during the public input process. The plan is organized into chapters based on the community values rather than a traditional plan using topical chapters.

Contact: Ginger Faught, Assistant City Administrator
511 Mercer St
Dripping Springs, TX 78620
(512) 858-4725
gfaught@cityofdrippingsprings.com

Bay City Comprehensive Plan Proposal

City of Smithville, TX Comprehensive Plan

(<http://www.ci.smithville.tx.us/Smithville-Comprehensive-Plan.aspx>)

Smithville is a city on the eastern edge of Bastrop County that has yet to experience the explosive growth occurring in the western 1/3 of the County. Rather than waiting until growth was happening, the City decided a comprehensive plan would provide them direction and give them control over expected growth. One of the unique aspects of this plan was the development of a SmartCode based site plan for a property in the City.

Downtown improvement was a key issue in this plan, as the City saw an opportunity to build on the existing mix of businesses in the area. Recommendations for physical improvements and other ideas were included to ensure continued downtown vitality.

Contact: Jill Strube, Grants Administrator

PO Box 449

Smithville, TX 78957

(512) 237-3282

jstrube@ci.smithville.tx.us

Envision Brenham Comprehensive Plan

The City of Brenham serves as the regional hub between Austin and Houston along US 290. It has a large and growing College that plays an active role in the community. It also has a thriving downtown and strong tourism industry, as well as a strong manufacturing base. The plan focused on developing strategies to address expected growth. Residents and community leaders wanted to ensure the community protected its quality of life and fiscal responsibility while managing a growing and diversifying population.

Mr. Holtkamp was the lead planner on this project, including the development of the Scope of Work, budget, and supervising team members during plan development.

Contact: Terry Roberts, City Manager

200 W Vulcan St

Brenham, TX 77833

(979) 337-7200

Bryan/College Station, TX Destination Development Project

The Bryan-College Station Convention and Visitors Bureau (BCSCVB) contracted with Indigo Resource Group (IRG) to perform a five-part consulting project designed to improve effectiveness and efficiency of hotel occupancy tax (HOT) investment and develop specific metrics to track the performance of this investment. Ms. Page was employed as a subcontractor to IRG on this project. (Copies of this report are available upon request.)

The five steps of the project include:

- Comprehensive review of existing tourism and convention assets and preparation of an asset inventory
- Competitive analysis of destinations and products similar to Bryan-College Station

Bay City Comprehensive Plan Proposal

- Capture of public ownership in the project through stakeholder interviews and a public town hall meeting
- Development of recommendations of best use of HOT funds
- Creation of specific performance metrics to support all recommendations

During IRG's four-day site visit, interviews were conducted with nearly 60 community stakeholders representing lodging, attractions, restaurants, community organizations, health care providers, media, events, transportation providers, parks and recreation representatives, retailers and Texas A&M University staff. IRG also conducted two public town hall meetings, one each in Bryan and College Station, to gain feedback from the community at large

Contact: Shannon Overby, Convention and Visitors Bureau Director President/CEO
 715 University Dr. East
 College Station, TX 77840
 (979) 260-9898
Shannon@bcscvb.org

Matagorda County Tourism Assessment

The Matagorda County Convention and Visitors Bureau assessment process consisted of interviews with 10 representatives from tourism-related organizations, attractions, and major tourism businesses in Matagorda County, including Bay City, Palacios, Matagorda Sargent, and Blessing. Interviews were used as a listening exercise to develop the basis of a complete picture of Matagorda County's current tourism situation. The assessment also incorporated a brief tour of the area, which included several of its attractions. This assessment was done in partnership with LCRA and the Texas Independence Trail Region.

The interviews covered the tourism organization, tourism business development and education, tourism marketing and promotion, support and financing, and tourism infrastructure. The final report included summaries of the consolidated interview data, as well as an overview of Matagorda County tourism statistics and specific recommendations on how to continue progress. (Copies of this report are available upon request.)

Contact: Mitch Thames, President/CEO Bay City Chamber of Commerce & Agriculture (Heidi Simmons was the assessment contact, but no longer works at the CVB.)
 201 7th St.
 Bay City, TX 77414
 (800) TRVL-FUN
mitchthames@visitbaycity.org

Bastrop Economic Development Corporation Social Media

Bastrop is a bustling small town with a booming economy. This is partly due to its location, but also due to the "can do" attitude of its community leaders. The Bastrop Economic Development Corporation (BEDC) is involved in every aspect of local economic development, from industrial recruitment to downtown development. Social media plays a vital role in all these efforts.

Part of BEDC's downtown development initiatives include a shop local program called "Buy Bastrop TX". Already deeply involved in other social media outreach efforts, BEDC needed

Bay City Comprehensive Plan Proposal

assistance with Buy Bastrop TX. Sarah T. Page Consulting, LLC was engaged to provide several services designed to promote this program. Services included the creation of a Buy Bastrop TX Instagram account, the development of an Instagram strategy, delivery of a hands-on Instagram training to local business owners, the development and implementation of a photo walk, and a Christmas photo contest. All services were designed to create awareness of the shopping and dining opportunities in downtown Bastrop, and to encourage business owners to participate in the process. (Copies of these reports are available upon request.)

Contact: Dave Quinn, Bastrop Economic Development Corporation Executive Director
903 Main Street
Bastrop, TX 78602
(512) 332-8870
dquinn@bastropedc.org

Brazosport Area Chamber of Commerce/Brazosport Convention and Visitors Bureau Social Media
Facing a cut in their marketing budgets for the upcoming fiscal year, the Brazosport Area Chamber of Commerce and the Brazosport Convention and Visitors Bureau realized that social media had to become a bigger part of their marketing outreach efforts. They also realized they needed social media training to ensure its effective use. The Chamber and CVB engaged Sarah T. Page Consulting, LLC to provide hands-on training to staff on Facebook, Twitter, Instagram, and Pinterest. Ms. Page also helped both entities create new Instagram and Pinterest accounts and developed strategies to help guide their future use. (Copies of the strategies are available upon request.)

Contact: Edith Fischer, Tourism Director
300 Abner Jackson Parkway
Lake Jackson, TX 77566
(979) 285-2505
edithfischer@sbcglobal.net

City of Cibolo Economic Development Strategic Plans
Ms. Cook developed the process and facilitated the City of Cibolo's two most recent Economic Development Strategic Plans including goal development in the areas of communications improvements, business retention & expansion, website development, crafting an incentive policy, and designing a marketing plan. She also trained elected officials and the Economic Development board of directors on economic development best practices, public transparency, and business attraction and retention. Ms. Cook was the lead facilitator and planner on this project.

Contact: Traci Anderson, Taylor EDC (former Executive Director of City of Cibolo EDC)
PO Box 975
Taylor, TX 76574
(210) 387-0902
traci.anderson@tayloredc.org

Bay City Comprehensive Plan Proposal

City of Seguin Economic Development Corporation Plans of Work

The City of Seguin Economic Development Corporation has utilized the services of Ms. Cook and Ms. Page twice (2011 & 2013) to build their annual Plan of Work. Goals were successfully developed in the areas of establishing a BREP (Business Retention & Expansion Program,) Infrastructure, and Diversification in 2011, and industry attraction, growing the BREP, and image improvements in 2013.

Ms. Cook was the lead facilitator on the 2013 project and Ms. Page and Ms. Cook co-led the 2011 Plan of Work.

Contact: Terry Trevino
PO Box 591
Seguin, TX 78156
(830) 401-2476
ttrevino@seguintexas.gov

Toombs County Development Authority Economic Development Plan

Toombs County, Georgia and its primary city, Vidalia, are home to the world-famous sweet onions. However, they are not just a thriving agricultural community; they are the home to manufacturing giants such as Tumi Luggage and Chicken of the Sea. Toombs County contracted with Ms. Cook with Opportunity Strategies LLC in 2014 to develop their Economic Development Plan. Ms. Cook facilitated their planning process helping them craft goals, strategies, objectives, and an implementation guide for a new speculative building, industrial park infrastructure development, marketing, and workforce development.

Contact: Bill Mitchell, Executive Director
2805 East First Street
Vidalia, GA 30474
(912) 537-4466
bmitchell@toombschamber.com

Bay City Comprehensive Plan Proposal

Proposed Budget

Holtkamp Planning	\$45,000
Project Management	
Demographic Analysis	
Public Engagement	
Future Land Use	
Transportation	
Utilities	
Housing	
Parks and Open Space	
Historic Preservation and Downtown Revitalization	
Livability and Quality of Life	
Implementation	
Opportunity Strategies LLC	\$20,000
Economic Development	
Stakeholder Engagement	
BREP Development	
Workforce Development	
Sarah T Page Consulting, LLC	\$15,000
Tourism	
Public Engagement	
Web Development / Survey	
Social Media	
Total Fee	\$80,000
Travel and Related Expenses	\$8,000
Office / Mailing / Supplies	\$500
Total Expenses	\$8,500
<u>Project Total</u>	<u>\$88,500</u>
Contingency*	\$5,000
*Project Total (Not to Exceed)	\$93,500
*Contingency will cover additional work and will only be charged with prior approval from the City	

03/17/2014

Chris Holtkamp, AICP
Holtkamp Planning
choltkamp@austin.rr.com

Date

Attachment: FinalProposalHoltkampPlanning (1425 : Comprehensive Plan Contract)

Bay City Comprehensive Plan Proposal

Team Resumes

Chris Holtkamp, AICP

SIGNIFICANT PROJECTS •

Dripping Springs Comprehensive Plan and Update (Dripping Springs, TX)
 Port Lavaca Demographic and Economic Profile and Future Land Use Plan (Port Lavaca, TX)
 Housing Assessment for Venango County (Venango County, PA)
 Wharton County Strategic Plan
 Land Development Code (City of Jarrell, TX)
 Growth Projection and GIS Mapping (Hill Country Alliance, TX)
 Envision Brenham Comprehensive Plan (City of Brenham, TX)
 Development Regulations Update (City of Bastrop, TX)
 Tourism Assessment and Strategic Plan (Burnet County, TX)
 Zoning Ordinance (City of Palacios, TX)
 Bay City / Matagorda County United Strategic Plan (Matagorda County, TX)

EXPERIENCE

Mr. Holtkamp began his career working with Geographic Information Systems (GIS) at the City of Loveland, Colorado. In 1999 he returned to Austin as a GIS Analyst with LCRA, then transferred to the Community and Economic Development department and began work in community planning.

Since 2001 Mr. Holtkamp has led the development of comprehensive plans for cities throughout Central Texas. These plans address land use, economic development, housing, downtown revitalization, historic preservation, and community development. The plans are based on a thorough community input process to ensure they reflect the priorities and concerns of the citizens.

Since leaving LCRA, his practice has expanded outside of Texas. He has participated in housing analyses for communities in Virginia, New York, and Pennsylvania. He is starting a project in Windsor, Colorado planning the redevelopment of an historic mill that will serve as a mixed use destination for the town.

In addition to his planning experience, Mr. Holtkamp has been involved with many economic development projects including Target Industry Analyses, business recruitment training, tourism assessments, and strategic planning. These projects provide communities with the information they need to develop sustainable local economies.

EDUCATION

Master of Arts in Geography, University of Denver, 1997
 Bachelor of Arts, Geography, University of Texas at Austin, 1995

AFFILIATIONS

American Institute of Certified Planners (AICP Member)
 Texas Chapter of the American Planning Association (Director)

Bay City Comprehensive Plan Proposal

Sarah Page, CTE, TMP, PCED

SIGNIFICANT PROJECTS

Social Media Account Audit (Granbury TX Convention and Visitors Bureau)
 Instagram Photo Contest (Bastrop TX Economic Development Corporation)
 Social Media Training (San Saba County TX Economic Development Corporation)
 Travel Blogger Outreach Project (City of Palestine TX)
 Social Media Strategy Development (Brazosport TX Convention and Visitors Bureau)
 Facebook and Google Advertising (Fredericksburg TX Chamber of Commerce)
 Destination Development Project (Bryan/College Station TX Convention and Visitors Bureau)
 Tourism Assessment (Burnet County TX)
 Tourism Assessment (Lake Somerville Area TX)
 Tourism Assessment (Smithville TX Chamber of Commerce)

EXPERIENCE

Sarah Page has worked in tourism and economic development for over 23 years. As Principal of Sarah T. Page Consulting, LLC, Sarah provides custom social media training, social media marketing assistance, and economic impact analyses on festivals and events. Sarah is a frequent speaker at regional, state, and national conferences on various tourism and social media topics. Sarah has provided programs and services to local CVBs, chambers of commerce, economic development entities, downtown organizations, non-profits, associations, local governments, and small businesses.

Sarah's professional career has included positions with the Texas Department of Transportation, Texas Tourism, and the Lower Colorado River Authority (LCRA). In her work for LCRA, Sarah created and implemented the highly successful social media outreach strategy for the Colorado River Trail, an 11-county tourism region in Texas. Her marketing efforts for the Colorado River Trail were nominated three years in a row for the *Austin American-Statesman's* Social Media Awards.

Sarah got her start in 1990 with a degree in Tourism from Texas A&M University. She is very active in tourism and economic development efforts, and has served on several boards and commissions including the Board of Directors for the Texas Brazos Trail Region, the City of Round Rock's Tourism Commission, the City of Round Rock's Historic Preservation Commission, and currently Texas Downtown Association Board of Directors.

EDUCATION

Bachelor of Science in International Studies, St. Edward's University, 1994 (*summa cum laude*)
 Bachelor of Science in Recreation, Parks, and Tourism Sciences, Texas A&M University, 1990

AFFILIATIONS

Texas Downtown Association (Board Member)
 Texas Travel Industry Association
 Texas Association of Convention and Visitor Bureaus
 International Association of Festivals and Events
 American Chamber of Commerce Executives

Bay City Comprehensive Plan Proposal

Alysia A. Cook, PCED, IOM

SIGNIFICANT PROJECTS •

Economic Development Strategic Plans (City of Cibolo, TX)
 Economic Development Strategic Plans (City of Seguin, TX)
 Economic Development Strategic Plan (Toombs County/Vidalia, GA)
 Comprehensive Plan Team - Public Input Process(City of Blanco, TX)
 Strategic Planning & Ethics Training (Kyle Area Chamber of Commerce, TX)
 Tourism & Economic Development Planning (I-10 Corridor Association, Flatonia, TX)
 Strategic Planning (Texas State Library and Archives Commission, Austin, TX)
 Economic Development Goal Development & Prioritization (City of San Angelo, TX)
 Economic Development Brainstorming & Programming (City of Port Lavaca, TX)
 Short-term and Long-range Strategic Planning (Nacogdoches CVB, TX)
 Board Retreat & Strategic Plan (Texas Downtown Association, Austin, TX)

EXPERIENCE

Alysia Cook is celebrating her 20th year in Economic Development. She began her career working in Economic Development at Central & South West Energy (now AEP-American Electric Power) in Shreveport, Louisiana in 1993. In 1998 she moved to Atlanta, Georgia and provided economic development services for 13 electric cooperatives of Georgia at Georgia Electric Membership Corporation. Later in 2004, Ms. Cook moved to Austin, TX and began working in the Economic Development Department at the Lower Colorado River Authority (LCRA.)

In 2012, Ms. Cook founded Opportunity Strategies LLC to provide customized training, professional facilitation, and strategic planning services to economic developers, chambers of commerce, local and state governments, non-profits, and associations. Alysia is a frequent speaker at regional, state, and national conferences on economic development, chamber development, strategic planning, customer service excellence, ethics, and shop local topics.

For five years, Alysia served as curriculum developer and instructor of the Georgia Academy for Economic Development, and 8-day regional training program encouraging multi-county collaboration throughout the State of Georgia. She has facilitated bi-partisan economic development meetings in the Governor's Mansion for Republican & Democrat Governors of Georgia. She has served a curriculum development and instructor at the Texas Basic Economic Development Course for the past nine years.

EDUCATION

Bachelor of Science, Marketing, Louisiana State University in Shreveport, 1994
 Economic Development Institute, University of Oklahoma, 1997
 U.S. Chamber of Commerce Institutes for Organization Management, 2002
 Community Development Institute, 2009

AFFILIATIONS

Texas Basic Economic Development Course/TEEX (Faculty)
 Texas Economic Development Council
 Texas Chamber of Commerce Executives
 Texas Downtown Association



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1415

DISCUSSION ITEM (ID # 1415)

**DISCUSS THE PLANNING, FINANCING, AND DESIGN
COMPONENTS OF A ROAD IMPROVEMENT PLAN FOR CITY
STREETS AND ROADS.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1420

DISCUSSION ITEM (ID # 1420)

**PROVIDE UPDATE ON THE PROGRESS OF OBTAINING AN
ADDITIONAL ENGINEERING FIRM.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1419

DISCUSSION ITEM (ID # 1419)

PROVIDE UPDATE ON DUNN HEAT EXCHANGERS



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1414

DISCUSSION ITEM (ID # 1414)

**PROVIDE AN UPDATE ON THE CURRENT LEGAL AND
ENGINEERING COST AND STEPS IN PLACE TO MANAGE
THESE COSTS.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1421

DISCUSSION ITEM (ID # 1421)

CITY COUNCIL SHALL CONVENE IN CLOSED SESSION TO CONSULT WITH THE CITY ATTORNEY REGARDING A LEGAL ISSUES AND TO DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH TENARIS/MAVERICK TUBE CORPORATION PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.087.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1417

DISCUSSION ITEM (ID # 1417)

PURSUANT TO TEXAS GOVERNMENT CODE §551.074, CITY COUNCIL SHALL CONVENE IN CLOSED SESSION FOR PERSONNEL MATTERS TO DISCUSS THE DUTIES OF THE INTERIM FINANCE DIRECTOR AND PUBLIC RELATIONS MANAGER POSITION.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1428

DISCUSSION ITEM (ID # 1428)

**CITY COUNCIL SHALL CONVENE IN CLOSED SESSION TO
CONSULT WITH THE CITY ATTORNEY REGARDING A LEGAL
ISSUE AND TO DELIBERATE REGARDING THE WCA
CONTRACT PURSUANT TO TEXAS GOVERNMENT CODE
§551.071**

**CITY OF BAY CITY, TEXAS
CONTRACT RIDER**

WASTE CORPORATION OF TEXAS, L.P. ("WCA") agrees that the terms and conditions of this Rider shall govern, apply to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract entitled, "*A Contract for Solid Waste Collection between City of Bay City and Waste Corporation of Texas, L.P.*" (Contract) a copy of which is attached hereto as **Exhibit "A"**. The terms and conditions of this Rider have been bargained for by the **CITY OF BAY CITY ("City")** and are an essential part of the consideration received by the City for entering into the Contract and are **BINDING** and **SUPERSEDE** any and all other terms and/or conditions whether oral or written of the Contract.

1. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

2. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

3. Abandonment or Default. In the even that WCA abandons or defaults the work on the contract and causes the City to purchase the services elsewhere WCA may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same scope of work, goods or services for a period of three years.

4. Disclosure of Litigation. WCA shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

5. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve WCA of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

6. Annual Vendor Performance Review. The City reserves the right to review WCA's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

7. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that WCA will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any

matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, WCA shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

8. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

9. Indemnity and Independent Contractor Status of Contractor. WCA shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that WCA and any employee or sub-contractor of contractor shall not be considered an employee of the City. WCA shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all WCA's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

10. Liens. WCA agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request WCA or its subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

11. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

12. Tax Exemption. The City is not liable to WCA for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. WCA shall not charge for said taxes. If billed, the City will remit payment less sales tax.

13. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

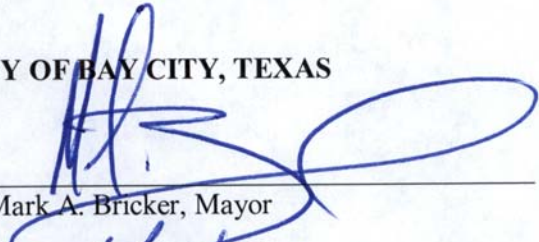
14. Non Severability. The Contract is not severable from this Rider in whole or part.

15. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

16. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Matagorda County, Texas.

The Parties represent and warrant that the execution of this Agreement is within their authority, and that the signatories, hereto, are duly authorized and empowered to enter into this Agreement, to be effective as of the latter date executed below:

CITY OF BAY CITY, TEXAS

By: 
Mark A. Bricker, Mayor
Date: 10/16/13

WASTE CORPORATION OF TEXAS, L.P.

By: _____
Printed Name: _____
Title: _____
Date: _____

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)

EXHIBIT "A"

**Contract for Solid Waste Collection between CITY OF BAY CITY and WASTE CORPORATION
OF TEXAS, L.P.**

- f. City: **CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS**
- g. Commercial and Industrial Container: Metal receptacle designed to be lifted and emptied mechanically for use at commercial and industrial units.
- h. Commercial and Industrial Refuse: All bulky waste, construction debris, garbage, rubbish and stable matter generated by a customer at a commercial and industrial unit.
- i. Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, or currently being serviced whether inside or outside the City limits, not a residential unit.
- j. Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations including carpet, tile and other flooring materials.
- k. Container (Toter): A receptacle with a capacity of ninety six (96) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for mechanical lifting and having a tight fitting lid capable of preventing entrance into the containers by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed three hundred thirty five 335 pounds.
- l. Contractor: **WASTE CORPORATION OF TEXAS, L.P. (WCA)**
- m. Cost of Living Adjustment: Shall be the adjustment in fees as described in Section 8(o) of this Agreement.
- n. Customer and Producer: Such person or persons, owner, manager or lessee of premises receiving solid waste collection service from the City.
- o. Dead Animals: Animals or portions thereof equal to or greater than twenty (20) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- p. Disposal Site: A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all government bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- q. Event Boxes: A container provided by the Contractor for the collection of trash at festivals, fairs, concerts, and any public event sponsored by the City. The containers include dumpsters of any size, trash event boxes constructed of cardboard or stronger material with side print approved by the City, and Port-O-Lets.
- r. Garbage: Any and all dead animals of less than twenty (20) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, household and/or other matter) that results from packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste, animal or vegetable matter

**A CONTRACT FOR SOLID WASTE COLLECTION BETWEEN
CITY OF BAY CITY, TEXAS AND WASTE CORPORATION OF TEXAS, L.P.**

THE CONTRACT

1. **Parties:** The parties to this Contract are the **CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS** (hereinafter called "City") and **WASTE CORPORATION OF TEXAS, L.P.** (hereinafter called "Contractor").
2. **Term of Contract:** This Contract shall become effective and be in force as of the 1st day of November, 2013 and terminating on September 30, 2018; provided, however, this Contract shall be extended for an additional five (5) year period, unless written notice of termination is given by either party to the other, at least ninety (90) days prior to the end of term, or unless this Contract is terminated sooner as provided herein.
3. **Grant of Authority:** There is hereby granted by City to Contractor the exclusive right and privilege to operate and maintain within the City of Bay City a service for the collection and removal of garbage, trash, brush and other items intended to be discarded, including household appliances, (hereinafter called "solid waste"). The right and privilege granted in this Contract for the purpose set forth above shall be exclusive and no other Contractor, person, or corporation shall be permitted to engage in garbage collection from residential, commercial or industrial generators, to include use of roll-off containers, within the City during the term of this franchise.
4. **Compliance with Laws and Ordinances:** Contractor shall, at all times during the terms of this Contract, be subject to all such reasonable regulations as the City may hereafter provide. In addition, Contractor shall observe all state and federal laws, rules and regulations relevant to collection, removal and disposal of solid waste. Contractor's failure to comply with ordinances and regulations of other municipal jurisdictions, which affect Contractor's ability to fulfill the terms of this Contract, shall be grounds for termination.
5. **Definitions:** The following definitions shall apply with respect to this ordinance and franchise Contract:
 - a. **Automated Collection:** Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.
 - b. **Bags:** Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag shall not exceed thirty five (35) pounds.
 - c. **Brush and Tree Limbs:** Brush and tree limbs that are less than five (5) feet in length and are with weights or volumes potentially greater than those allowed for bagged yard waste of fifty (50) pounds.
 - d. **Bulky Waste:** Stoves, refrigerators, plumbing fixtures, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, brush, yard waste, hazardous waste or stable matter with weights or volumes greater than those allowed for containers. Limited to ten (10) cubic yards per scheduled pickup.
 - e. **Bundle:** Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding five (5) feet in length, eighteen (18) inches in diameter, and fifty (50) pounds in weight.

which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

- s. Green Waste: Brush and Tree Limbs or Yard Waste as those terms are defined in this section.
- t. Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to federal or state law.
- u. Producer: An occupant of a residential unit who generates refuse.
- v. Refuse: This term shall refer to residential refuse and bulky waste, construction debris and stable matter generated at a residential unit unless the context otherwise requires.
- w. Residential Refuse: All garbage and rubbish generated by a producer at a residential unit.
- x. Residential Unit: A dwelling within the corporate limits of the City, or a dwelling currently being served by the City's solid waste collection service whether inside or outside the City limits, occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- y. Roll-Off: A twenty (20), thirty (30), or forty (40) cubic yard container for accumulating and hauling large volumes of solid waste from one generating location.
- z. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definitions of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.
- aa. Special Waste: Special waste is non-hazardous solid waste that may be subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics or processes which generate such waste.
- bb. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- cc. Small Business or Professional Shop Service (Commercial Small Volume Unit): A retail or light commercial type business similar to a residential customer which generates no

more than one (1) cubic yard of refuse per week. Service provided by automated collection or using hand-loading equipment.

dd. Unusual Accumulated:

- a. For residences, each regular collection more than six (6) containers of garbage, or the equivalent.
- b. For commercial establishments accumulations that would not occur in the ordinary course of business.
- c. Large, heavy, or bulky objects such as furniture or appliances
- d. Materials judged by the Contractor to be hazardous such as oil, acid, or caustic materials.

ee. Yard Waste (Green Waste): All items from a yard that can be bagged such as bagged brush or tree limbs, bagged grass clippings and bagged plants, weeds, leaves or branches weighing less than fifty (50) pounds.

6. **Scope of Work:** The work under this Contract shall consist of the items contained in the proposal, including all the supervision, materials, equipment, labor, insurance, bonds, licenses, and all other items necessary to complete said work in accordance with the Contract documents.

7. **Responsibilities of Contract:**

- a. **Indemnity:** The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any work done in the performance of this Contract to the extent caused by a willful or negligent act of omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.
- b. **Personnel:** All Contractor personnel having potential contact with the citizens of Bay City must have passed a comprehensive background check as approved by the Mayor.
- c. **Insurance:** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance as provided for herein. All insurance shall be by insurers and for policy limits reasonably acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance satisfactory to the City to the effect that such insurance has been procured and is in force. The City shall be shown as additional insured during the initial term and any renewals. Proof of insurance shall be included in the Contract documents identified as **Exhibit "C"**. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation of a coverage required below affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder and the City."

For this purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$500,000.00 each occurrence
	\$5,000,000.00 each occurrence

The coverages above will be provided by Contractor or acknowledged subcontractor.

d. Performance Bond:

1. The Contractor shall maintain and specifically agrees that it will maintain, throughout the term of the Contract, a performance bond with a corporate surety approved by the City. The performance bond shall be included in the Contract documents identified as **Exhibit "D1"**.
2. The performance bond shall be in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) conditioned that the Contractor shall well and truly observe, fulfill, and perform each term and condition of this Contract and that in each case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal (Contractor) and surety thereof by the City for all damages resulting from the failure of the Contractor to well and faithfully observe and perform any provision of this Contract.
3. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. Said performance bond obtained by the Contractor in compliance with this section shall be filed, updated and maintained with the City Secretary of the City during the term of this Contract.
4. Premium for the bond shall be paid by the Contractor. A certificate from the surety company, showing that the bond premiums are paid in full, shall accompany the bond.
5. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under any other law.

e. Payment Bond:

1. The Contractor shall maintain and specifically agrees that it will maintain, throughout the term of the Contract, a payment bond with a corporate surety approved by the City. The payment bond shall be included in the Contract documents identified as **Exhibit "D2"**.

2. The payment bond shall be in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) conditioned that the Contractor shall well and truly make payment to all persons, firms, subcontractors and suppliers furnishing equipment, materials or performing labor in the prosecution of the work and any authorized extensions or modifications thereof, to include bond and insurance premiums, licenses, registrations and landfill disposal fees. The amount of properly perfected claims by third parties shall be recoverable from the principal (Contractor) and/or surety for all damages resulting from the failure of the Contractor to well and faithfully promptly pay amounts lawfully owed to third parties pursuant to this Contract.
 3. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. Said payment bond obtained by the Contractor in compliance with this section shall be filed, updated and maintained with the City Secretary of the City during the term of this Contract.
 4. Premium for the bond shall be paid by the Contractor. A certificate from the surety company, showing that the bond premiums are paid in full, shall accompany the bond.
 5. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under any other law.
- f. Power of Attorney: Attorneys-in-fact who sign payment and performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- g. Remedy:
1. Subject to applicable laws, in the event the City determines that the Contractor has materially breached this Contract or has failed to perform resulting in a Contractor default, the City may:
 - a. Seek specific performance from the surety of any provision, which reasonably lend itself to such remedy, as an alternative to damages, or
 - b. Charge to and collect from the Contractor, and/or surety, liquidated damages pursuant to Section 8(g) of this Contract, or
 - c. Commence an action at law for monetary damages against Contractor and/or surety, or seek other equitable relief, or
 - d. Seek recovery from the corporate surety for all damages up to the penal sum of the bond resulting from the failure of the Contractor to observe and perform any material provision of the Contract resulting in City declaration of default.
 2. The Contractor shall not be relieved of any obligations to comply promptly with any provision of the contract by reason of any failure or waiver of the City to enforce prompt compliance.
- h. Licenses: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) from all and every governmental entities necessary to

perform the services required of Contractor by this ordinance. Failure to obtain or to keep current the licenses and permits necessary shall be grounds for termination.

- i. Equipment: The Contractor shall maintain and operate its collection system and equipment in order to render competent and efficient service subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this franchise shall, at the beginning of and throughout the term of the Contract, be in good condition and repair, ordinary wear and tear excepted. The trucks used in collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall be painted and numbered and shall have Contractor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of 150 feet. All vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. Contractor shall furnish the City with a list of the type, model and age of the equipment to be utilized for servicing Bay City. This list shall be included in this Contract identified as **Exhibit "F"**.

Any equipment Contractor furnishes shall remain Contractor's property. City shall indemnify, defend and hold Contractor harmless for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of a Customer's, Producer's, agent's, other supplier's or guest's use, operation or possession of the equipment. Customers and Producers shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by Customer's or Producer's overloading or failure to provide such access.

- j. Damage to Pavement: City and/or Contractor shall not be responsible for any damages to pavement located on private property located adjacent to the collection receptacles.
- k. Title: Contractor shall acquire title to waste materials when they are located onto Contractor's truck. Title to and liability for any hazardous waste and special waste shall remain with customer and shall at no time pass to City or Contractor except as may be specifically provided for in a separate written agreement.

8. Service Required of Contractor: The Contractor shall provide, as a minimum, the following services within the corporate limits of the City of Bay City, Texas.

- a. Residential Service:

- (1) Residential Collection: Contractor shall provide curbside garbage collection at each residence twice each week for the term of this Contract not to exceed the limits as outlined in **Exhibit "B"**. Contractor shall provide a ninety-six (96) gallon cart to each household. The preferred color is grey. Specifications and warranty policy for carts shall be included in this Contract identified as **Exhibit "E"**. Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes and updates on routes of Contractor.
- (2) Hours of Operations: Such collection services must be provided between the hours of 7:00 a.m. and 7:00 p.m. No collection shall be made on Sunday.

- (3) Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- (4) Green Waste: Contractor agrees to collect such waste as described in definitions as Green Waste as follows:
 - a. Yard Waste: Contractor shall provide curbside service for Yard Waste at each residence once each week for the term of this Contract.
 - b. Brush and Tree Limbs: Contractor shall provide a special collection service for brush and tree limbs to all residential customers as set out in section 8(a)(5) immediately below (Bulky Waste).
 - c. Disposal of Green Waste: Contractor agrees to collect and deliver only quantities of waste as described in definitions for brush and tree limbs, bundles, and yard waste to the City's brush yard for City chipping and shredding services. Contractor is not responsible for shredding as this is to remain a City function through a third party Contractor.
- (5) Bulky Waste: Contractor shall provide a special collection service for brush and bulky wastes and/or bundles to all residential customers. Contractor agrees to collect such large objects and quantities of waste as described in definitions for brush and tree limbs, bulky waste, bundles, and yard waste. Contractor shall provide curbside service for such large objects and quantities of waste at each residence once each week for the term of this Contract.
- b. Small Business or Professional Shop Service: Service to small businesses or professional shops and not exceeding limitations as outlined in **Exhibit "B"** shall be serviced by the Contractor twice weekly. Contractor shall provide one ninety six (96) gallon cart to each such small business or shop. Businesses exceeding such limitations shall be provided commercial container service as for Commercial and Industrial accounts as provided in Section 8(c) below.
- c. Commercial and Industrial Service: Service to Commercial and Industrial Units whose needs exceed Small Business or Professional Shop Service shall be provided service on the following basis.
 - (1) Commercial and Industrial Units shall be serviced up to six days weekly and customers may select from the container services as specified on **Exhibit "B"**. Commercial and Industrial Units may select any of the containerized pickups so long as it adequately services their needs.
 - (2) Collection containers shall be provided by Contractor to Commercial and Industrial Units and/or multiple family dwellings requesting such containers. Contractor shall repair or replaced damaged containers as needed. The customer is responsible for cleanliness of the containers.
- d. Unusual Accumulation Service: The Contractor may from time to time provide for the special collection of dead animals (exceeding 20 lbs. in weight), tires and construction debris at its sole discretion and upon such terms as Contractor shall specify. In the event that residents may desire pick up of excessive or unusual items, or service not contemplated by the Contract, such residents may make independent arrangements with

the Contractor. Contractor shall have no obligation whatsoever to collect hazardous waste, infectious waste or special waste hereafter referred to as "excluded waste".

Debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials or other trash resulting from construction or major remodeling, resulting from a general cleanup or vacant or improved property just prior to its occupancy, or resulting from sizeable amounts of trees, brush and debris cleared from property in preparation for construction, will not be removed by the Contractor as a part of regular service but may be done for the owner on payment of an extra charge as agreed to between the owner and the Contractor with such payments being made directly to the Contractor.

- e. Holidays: The following holidays may be observed by the Contractor and services need not be furnished on these days:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but the Contractor must meet his obligation as required. If the determined service is bi-weekly trash service, there will be no make-up day for residential routes that occur on the specified holiday. There will be no make-up day for yard waste pick up. If the determined service is weekly trash service, the Contractor will be responsible for providing make-up collection for residential routes that occur on specified holidays.

- f. Customers: The number of residential and commercial customers to be served by the Contractor may be increased or decreased by the City at any time.
- g. Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours or receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer, and the manner and timing of its resolution. Any missed pickups or residential refuse will be collected the same business day if notification to the Contractor is provided by 2 p.m. If notification is provided to the Contractor after 2 p.m., the Contractor shall collect the missed refuse by 12 p.m. the next business day. The Contractor will provide and maintain one point of contact (central call center) with the City for all Bay City customers.

In the event the Contractor for any reason after being notified by phone shall fail to make any garbage pickup or collection required to be made hereunder within twenty-four (24) hours (during normal business days) of such notification by the City or the customer, then the City without further notice may cause the same to be picked up and disposed of and shall deduct or bill to the Contractor the charges and any expenses incurred by the City for said collection.

When the Contractor observes a customer violation of the solid waste ordinance in the public right-of-way, Contractor agrees to record by picture or video and transmit evidence of same to the City including address, for City code enforcement actions.

- h. Lease Container (Compactors): The Contractor may lease containers for waste storage to the owner or occupant of the City's commercial, institutional, and industrial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City of Bay City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City-approved single color or color scheme. The City currently has no compactors.
- i. Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide thirty (30) hauls at no charge, per Contract year. Contractor shall furnish, at no charge, 3,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City of Bay City, pick-up schedule for recyclables, and bulky items, and Contractor's contact information. The City reserves the right to review and approve the information printed on the flier.
- j. Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Contractor's point of contact with the City so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring extra collection. Should such commercial spillage continue to occur, the City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- k. Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- l. Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 ½) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

m. Additional Services:

- (1) Contractor shall collect and dispose of refuse at all City facilities as requested by the City, but not less than twice per week. A list of City facilities that the Contractor must provide free service to as specified in the Contract documents is attached as **Exhibit "G"**.
- (2) Special Event Collection and Services – Contractor shall collect and dispose of refuse resulting from special events and shall provide to City one hundred (100) free event boxes per year. These events are civic oriented and maybe held at various locations and various times during the year. These events include, but are not limited to dumpsters, trash boxes and Port-O-Lets for Independence Day events, concert in the park events, Rally on the River, and Christmas in the park.
- (3) Disaster Recovery Services – Contractor shall provide debris collection and disposal services which may be required due to damage or destruction from flood, tornado, hurricane, windstorm or any other local disaster. Disaster recovery rates are as follows:
 - a. \$125.00 per operating hour (manpower only).
 - b. \$275.00 per hour for related equipment.
 - c. Disposal is the posted county gate rate at the Matagorda Transfer Station/direct haul to WCA facility.
 - d. Third Party services billed to the City as charged by Third Party with 15% mark-up.
- (4) Regularly scheduled garbage collection sufficient to avoid unhealthy or unsightly accumulation shall be provided to City facilities free of charge. Contractor will provide a roll-off container (30 cubic yard) with up to twelve (12) hauls free per year for residential brush.

n. Schedule of Fees: The rate schedule for residential and commercial customers is attached as **Exhibit "B"**. Said amount is inclusive of the franchise fee. Contractor shall be responsible for billing and collection of all roll-off customers on a monthly basis, in advance for service to be rendered and shall pay the City 5% of its total collection thereof, to be remitted to the City each quarter as a gross receipts franchise fee. Contractor shall collect and remit all sales tax in accordance with applicable state law.

o. Remuneration: The City shall bill the residential units, and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following service was rendered. Contractor shall be entitled to payment for all services rendered in accordance with the Contract, without default.

The City shall bill the commercial units, and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following service was rendered. Contractor shall be entitled to payment for all services rendered in accordance with the Contract, without default.

Base rate adjustments will be considered by the City no more than once per year during the life of the Contract. The base rate charged by the Contractor for the second and each subsequent years of the term hereof may be adjusted upward to reflect changes in the cost

of living and operation, as reflected by fluctuations in the Consumer Price Index (CPI) for All Urban Customers, All U.S. City Average, All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The monthly customer service charge shall be subject to an annual adjustment after the first year proportionate to any increases in the "CPI" (as defined below). Said annual increase including CPI adjustments shall not exceed 5% total and must be approved by City Council prior to implementation. Should the increase in CPI be less than 1% in any given service year, the City may elect to delay the increase for one year until the following increase is due. The annual cost of living increase may also be applied to commercial and industrial accounts in addition to any other City Council authorized increases.

The adjusted monthly customer service charge shall be obtained by multiplying the "base service charge" (as defined below) by a number equal to one (1) plus the result product of the following formula:

$$\frac{(CPI/2 - CPI/1) \times 100\%}{CPI/1}$$

In applying the above formula for monthly customer service charge adjustment, the following definitions shall be used:

Service Year: Any period of one year commencing the beginning day of the Contract or any anniversary of such date.

Base Service Charge: The monthly residential customer service charge assessed during the service year immediately preceding the service year for which adjustment is being computed.

CPI: The monthly indexes of the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue such indexes or data.

CPI/1: The average of the monthly CPI for the twelve consecutive calendar months ending sixty (60) days before the commencement of the service year immediately preceding the service year for which the adjustment of charges is being computed.

CPI/2: The average of the monthly CPI for the twelve consecutive calendar months ending sixty (60) days before the commencement of the service year for which the adjustment of charges is being computed.

The Contractor shall attend the March City Council meeting each year to update the City Council on garbage collection issues and present CPI data explaining the calculation of the fee increase to be effective in October (4th quarter) that year. The Contractor will place advance notice of the 4th quarter billing increase in the 3rd quarter bills.

The Contractor may adjust the charges any time after sixty (60) days written notice to the City and approval by the City Council on the basis of unusual charges in the cost of operations, such as revised laws or regulations outside the control of Contractor and City.

Contractor shall be entitled to "pass through" any taxes, fees, or other impositions of any governmental or regulatory entity placed upon or charged against the business or activity of collection and disposal of municipal solid waste by billing customers directly for such

costs to the extent Contractor is affected or liable for them. City may cancel same by giving ten (10) days advance notice in writing if the Contractor should increase rates as outlined above which are considered by the City to be unreasonable.

- p. Contractor shall discontinue garbage collection service at any Unit or account upon written notice from City. Upon further notification by the City, Contractor shall resume collection on the next regularly scheduled collection day. City shall indemnify and hold Contractor harmless from all claims, suits, damages, liabilities or expenses (including but not limited to the expense of investigation and attorney's fee) resulting from Contractor's discontinuance of service at any location at the direction of the City.
- q. Late Payments:
 - 1. Contractor may charge a late fee for any late payments as approved by City Council and listed in the attached **Exhibit "B"**.
 - 2. Contractor may discontinue service to any customer's location which fails to make timely payments for Contractor's services hereunder, and assumes all liability for doing so and shall indemnify the City from any suit resulting from Contractor's sole decision to discontinue service because of non-payment. The Contractor shall provide the City with written notification of any account terminations.
 - 3. Contractor may charge an account reinstatement or service interrupt fee as approved by City Council and listed in the attached **Exhibit "B"** if service is terminated for failure to pay.
- r. Collection Routes: Contractor shall submit to the Mayor for approval and presentation to the City Council at the next regularly scheduled meeting for any adjustments, the proposed pick-up routes and schedules within ten (10) days from the effective date of this Contract. In the event the Contractor desires to change any pick-up routes or schedules, he shall obtain City approval and give thirty (30) days written notice to the City and to the residents affected by such changes. Commercial and industrial unit collection routes shall be established by the Contractor.
- s. Office: Contractor shall maintain an office or such other facilities through which it may be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall contact the City office once before leaving the City on each collections day to receive any complaints which may have been filed with the City.
- t. Service Calls:
 - 1. The Contractor shall contact the customer by the next business day, after a request by the Customer, to schedule the replacement/repair of a broken or cracked garbage container as requested by Customers.
 - 2. There shall be no charge for a request by a citizen or commercial user for replacement of the garbage wheel totes and 10 additional wheel totes shall be always be available at City Hall for citizens to replace damaged or broken wheel totes.

3. Contractor shall notify the City of any commercial site or residential construction site that is not using Contractor for roll-off services. Contractor will supply the City with the name and address of said locations.
9. **Roll-off Containers:** Contractor shall supply roll-off containers within two business days after requested by an established customer with approved payment arrangements. New customer will be required to establish payment arrangements prior to delivery of roll-off container. New customers will be contacted by the next business day following a request for arrangements and delivery of a roll-off container and shall be provided within three business days after payment arrangements are approved. Should any of these requirements fail to be met by Contractor the City shall have authority to allow a customer to utilize another roll-off vendor at its discretion. City shall provide Contractor with notification of any such approval.
10. **Disposal of Garbage and Refuse:** Contractor shall have the responsibility of the disposal of all refuse, garbage and rubbish collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Environmental Quality Commission.
11. **Landfill Use:** The Contractor shall be responsible for providing a properly permitted landfill at a site selected by the Contractor and Contractor shall pay all landfill fees for solid waste hauled by the Contractor. Contractor may pass through all or part of the tipping or disposal fees paid to landfills for the disposal of wastes from industrial accounts by specifically identifying the pass through amount on the respective industrial customer's statement in addition to the rate fee. Such pass through, however, shall be subject to the prohibition on unreasonable rates contained in Section 8(o) above.
12. **Responsibilities of City:** City shall have the following responsibilities under this franchise Contract:
 - a. To advise Contractor monthly of any additions or deletions to the list of residential units, shops and professional units (of any category) and commercial accounts from whom collections are made or to be made.
 - b. To notify Contractor of any complaints respecting Contractor's failure to collect waste or other problems.
13. **Responsibilities of Customer:**
 - a. **Location of Containers, Bags and Bundles for Collection:** Each container, bag and bundle must be placed at curbside locations for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed or any residential garbage not in a bag, bundle or container.
 - b. **Excluded Waste:** Customer shall not place any "excluded waste" in any receptacles for pickup by Contractor and shall be required to dispose of all such "excluded waste" in accordance with all local, state and federal regulations.

14. **Purchase of City Equipment and Residential and Commercial Carts.** Contractor agrees to purchase City's Equipment, and Residential and Commercial Carts as listed in **Exhibit "H"**. Agreed price for Equipment: One Million Four Hundred Sixty-Four Thousand Five Hundred United States Dollars, (\$1,464,500.00), which includes a \$25,000.00 reduction from the proposal offer due City's retaining recycling center equipment and chip yard equipment; Agreed Price for Residential Carts: One Hundred Forty Thousand One Hundred and Three United States Dollars, (\$140,103.00); and Agreed Price for Commercial Containers: Two Hundred Sixty One Thousand Five Hundred Ninety Six United States Dollars, (\$261,596.00) for the total price of: One Million Eight Hundred Sixty Six-One Thousand One Hundred and Ninety Nine United States Dollars, (\$1,866,199.00). Funds to be transferred within 72 hours of execution of this Agreement. City shall provide Contractor with Bill of Sale in substantially the same form as shown in **Exhibit "H"**. This Contract shall be effective upon City's receipt of funds for sale contemplated by this Section.

15. **Termination:** If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 15 day period from the date of receipt of said notice from the City to remedy any failure to perform. Should the City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should the City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for the City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

16. **Notices:** Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of Bay City
1901 5th Street
Bay City, TX 77414
ATTN: Mayor

If to the Contractor, at: Waste Corporation of Texas, L.P.
8515 Highway 6 South
Houston, TX 77083
ATTN: General Manager

17. **Force Majeure:** Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, fires and act of God, shall not constitute a breach of this agreement.

18. **Damage to City Streets:** Any damage to City Streets resulting from the Contractor's vehicles shall be the responsibility of the Contractor. The City shall notify the Contractor in writing of the damages to streets, sidewalks, street signs and other public roads or structures. The Contractor shall have a reasonable period, dependent on the nature of damage, from the date of the notice to replace and repair the damage to the satisfaction of the City. Failure for the Contractor to perform this duty shall serve as authorization for the City to repair the damage and bill the Contractor. Contractor shall retain the right to defend against the claim of any such damage if Contractor is not the source or cause of the damage. Contractor shall not be held responsible for ordinary wear and tear to pavement and infrastructure caused by the normal and customary garbage collection services provided by Contractor.
19. **Dead Animal Ownership:** Title to refuse and dead animals shall pass to the Contractor when placed in the Contractor's collection vehicle or upon removal by the Contractor from the customer's premises, whichever occurs first. The Contractor shall be required to respond to a request for pickup of a dead animal by the later of (i) twenty-four (24) hours from receiving the call, or (ii) the next business day (excluding Saturdays, Sundays, and holidays). Contractor shall have the right to charge a reasonable additional fee for the service of pick up and disposing of a dead animal to the party, excluding the City, requesting such service.
20. **Legal Provisions:**
- a. **Interruption in Service:** In the event the collection and disposal of garbage shall be interrupted for any reason for more than forty-eight (48) hours as a sole result of a willful or negligent act of Contractor, the City shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens in order to provide and protect the public health and safety. The Contractor shall pay the City a reasonable fee and any expenses incurred by the City, for each day or part of a day that the service is interrupted for more than forty-eight (48) hours. An exception for not providing regularly scheduled service to certain location(s) would be hazardous conditions in which case a report will be made to the City and service shall resume when the hazardous condition is rectified. Customer and Contractor agree that Contractor shall not be responsible or liable in any way for damages caused by fire, flood, earthquake or act of God.
 - b. **Excessive Interruption of Service:** If the interruption in service mentioned in the paragraph next above continues for a period of five (5) days as a sole result of a willful or negligent act of Contractor, the City shall have the right to terminate the rights and privileges granted in this Contract and seek any damages available by law. Customer and Contractor agree that Contractor shall not be responsible or liable in any way for damages caused by fire, flood, earthquake or act of God.
 - c. **Severability:** If any portion of this ordinance shall, for any reason be declared invalid, such invalidity shall not affect the remaining portions thereof.
 - d. **Repealer:** All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.
 - e. **Assignment:** No assignment or subcontracting of this Contract or any right accruing hereunder shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of any assignment or subcontract, the assignee or subcontractor shall jointly assume the liability of the Contractor. If liability cannot be

assigned to the subcontractor of this Contract, then the City shall have the option of canceling this Contract.

- f. In the event that the City is required to take any legal action to enforce the terms and conditions of this agreement because of the breach of or failure to perform any term of condition by the Contractor, the Contractor agrees to pay all costs expended by the City including reasonable attorney fees.
 - g. In the event of a natural disaster which the City is declared a disaster area by the State or Federal Government, City shall have the right to dispose of rubbish and trash and will attempt in good faith to use the Contractor's facilities if they can be used at the same or lower cost than other methods available to the City. This provision shall not apply to the disposal of any rubbish or trash not caused by the natural disaster.
 - h. Except for a Customer's, Producer's or City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Contract.
21. **Records and Reports:** City shall have access at all reasonable hours, upon reasonable advance notice, to all of Contractor's records, customer service cards and all papers relating to the operation of said Contractor with the City of Bay City. Upon request, the Contractor shall furnish to the City reports of the results of all complaints and investigations received and actions taken by the Contractor.
22. **Standard Governmental Contract and Purchase Rider.** This Agreement is an Exhibit of and subject to the City of Bay City's Standard Governmental Contract and Purchase Rider, ("Rider"), executed by the Parties on even date. In the event of a conflict between this Agreement and the Rider, the terms of the Rider shall prevail except where the term of this Agreement is more beneficial to the City, in which case, this Agreement, at the City's election shall prevail. Absence of a provision in this Agreement addressed in the Rider shall be subject to the terms of the Rider.

Date: October 24, 2013

CITY OF BAY CITY, TEXAS

By: [Signature]

ATTEST:

Rhonda Clegg
Rhonda Clegg, City Secretary

Date: 10-16-13

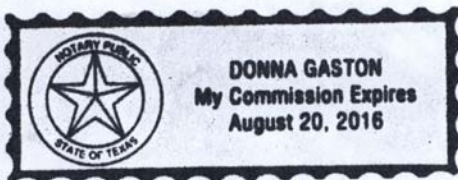
[Signature]
WASTE CORPORATION OF TEXAS, L.P.

APPROVED AS TO FORM:

[Signature]
George Hyde, City Attorney

THE STATE OF TEXAS §
COUNTY OF MATAGORDA

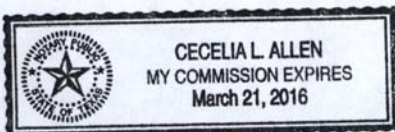
This instrument was acknowledged before me on the 16th day of October, 2013, by
Jerry Martin.



[Signature]
NOTARY PUBLIC IN AND FOR
MATAGORDA COUNTY, TEXAS
HARRIS

THE STATE OF TEXAS §
COUNTY OF MATAGORDA

This instrument was acknowledged before me on the 25th day of October, 2013, by
Mark A. Bricker.



[Signature]
NOTARY PUBLIC IN AND FOR
MATAGORDA COUNTY, TEXAS

EXHIBIT "B"
CONTRACTOR'S PROPOSAL (RFP)

EXHIBIT "C"

INSURANCE

EXHIBIT "D1"
PERFORMANCE BOND

Performance Bond

Bond No: 864979

KNOW ALL MEN BY THESE PRESENTS, that Waste Corporation of Texas, L.P., 8515 Highway 6 South, Houston, TX 77083, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124-6106, the Surety, are held and firmly bound unto the City of Bay City, 1901 5th Street, Bay City, TX 77414, as Obligee, in the penal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for Commercial, Residential and Industrial Solid Waste Collection, with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning October 1, 2013 and ending September 30, 2014.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
 - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
 - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

ENIC Perf Bond (4/209)

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)

Signed, sealed and executed this 15th day of October 2013.

Waste Corporation of Texas, L.P.
Principal

Evergreen National Indemnity Company
Surety

By: [Signature] Vice President
Title

(Corporate Seal)

By: [Signature]
Patricia A. Temple, Attorney-In-Fact

(Corporate Seal)

Witness: [Signature]

Witness: [Signature]
Joy M. Brown

EXHIBIT "D2"
PAYMENT BOND

PAYMENT BOND**Bond # 864979**

KNOW ALL MEN BY THESE PRESENTS, That, Waste Corporation of Texas, L.P., 8515 Highway 6 South, Houston, TX 77083, as Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, as Surety, are held and firmly bound unto the City of Bay City, 1901 5th Street, Bay City, TX 77414, as Obligee, in the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this obligation is such, that:

WHEREAS, the above bounded Principal has entered into a certain written contract for Commercial, Residential and Industrial Solid Waste Collection, with the above mentioned Obligee dated _____ day of _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract and shall promptly make payment to all claimants as hereinafter defined, for all labor and material used in the performance of the Contract specified during the term of this bond, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

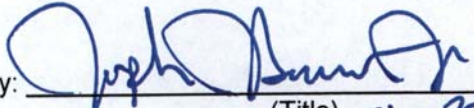
PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning October 1, 2013 and ending September 30, 2014.
2. In the event of default by the Principal during the term of this bond the Surety shall be liable only for the payment of actual costs to the Obligee for labor and materials used to perform the contract up to the termination of the term of this bond and in no event shall the liability of the surety exceed the penal sum of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.

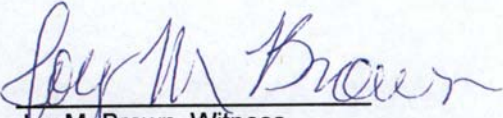
Signed and sealed this 15th day of October, 2013.

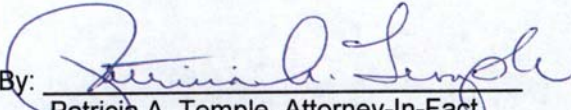
Principal: **Waste Corporation of Texas L.P.**


Witness

By: 
(Title) *vice President*
(Seal)

Surety: **Evergreen National Indemnity Company**


Joy M. Brown, Witness

By: 
Patricia A. Temple, Attorney-In-Fact
(Seal)

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **864979**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this.

Signed and sealed in Mayfield Heights, Ohio this 15th day of October, 2013.



Wan C. Collier
Wan C. Collier, Secretary

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)

Texas Department of Insurance



Certificate No. 11142

Company No. 08-006062

Certificate of Authority

THIS IS TO CERTIFY THAT

EVERGREEN NATIONAL INDEMNITY COMPANY

COLUMBUS, OHIO

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Burglary & Theft; Boiler & Machinery and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

26th day of April A.D. 1996

ELTON BOMER
COMMISSIONER OF INSURANCE

BY Kathy A. Wilcox
Kathy A. Wilcox
Director
Insurer Services

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)



Evergreen National Indemnity Company

Certificate 2012

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

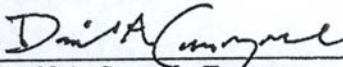
STATEMENT OF INCOME

Direct Written Premium	\$ 32,530,919
Reinsurance Assumed	4,240,538
Reinsurance Ceded	(24,873,948)
Net Written Premium	11,897,509
Change in Unearned	(229,566)
Net Earned Premium	11,667,943
Losses & LAE Incurred	(396,453)
Net Commission Expense	5,897,283
Other Expenses	3,246,773
Underwriting Gain/ (Loss)	2,920,340
Net Investment Income	922,857
Net Realized Capital Gains (Loss)	229,919
Other Income/ (Expense)	17,674
Income Before FIT	4,090,790
Federal Income Tax	1,291,129
Net Income	2,799,661

BALANCE SHEET

<u>Assets</u>	
Invested Assets	47,804,541
Agent's Balances (net of Reins.)	1,954,182
Reinsurance Recoverable	280,438
Other Assets	724,074
Total Assets	50,763,235
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,486,557
Loss & LAE Reserves	3,610,866
Ceded Reinsurance Payable	3,659,478
Other Liabilities	5,354,503
Total Liabilities	17,111,404
Surplus	33,651,831
Total Liabilities & Surplus	50,763,235

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2012.


David A. Canzone, Treasurer

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)

EXHIBIT "E"**SPECIFICATION & WARRANTY POLICY FOR WASTE CARTS**



95 Gallon Nestable Bar Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 45.13 inches Width: 28.70 inches Depth: 33.73 inches Resin weight: 34.10 pounds Assembled weight: 41 pounds Gripping diameter: 27 inches Capacity: 97.57 gallons Load Rating: 332.50 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached
Catch Bar:	Factory installed 1" corrosion resistant zinc plated steel allows favorable nesting ratios
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.
Wheel:	10" x 1.75" blow-molded, snap-on with 1.4" integrated spacers
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.
Truckload Quantity:	486, stacked 9 high

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Product Specs

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)



Rehrig Pacific Company

95 Gallon Universal Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 45.13 inches Width: 28.70 inches Depth: 33.73 inches Resin weight: 34.10 pounds Assembled weight: 41 pounds Gripping diameter: 27 inches Capacity: 95 gallons Load Rating: 332.50 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached.
Catch Bar:	Integrally molded plastic catch bar or 1" corrosion resistant zinc plated steel catch bar which is easily installed
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.
Wheel:	12" x 1.75" blow molded, snap-on wheel with 1.4" integrated spacers
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.
Truckload Quantity:	486, stacked 9 high

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Product Specs

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)



Rehrig Pacific Company

95 Gallon Fully Automated Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 45.13 inches Width: 28.70 inches Depth: 33.73 inches Resin weight: 34.10 pounds Assembled weight: 46 pounds Gripping diameter: 27 inches Capacity: 95.86 gallons Load Rating: 332.50 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.
Wheel:	10" x 1.75" blow-molded, snap-on with 1.4" integrated spacers
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American fully automated arm lifters.
Truckload Quantity:	486, stacked 9 high

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Product Specs

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)



95 Gallon Euro Roll Out Cart Specifications

Meets and/or exceeds all ANSI Type C Container Standards

Manufacturing Process:	Injection Molding		
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight		
Wall Thickness:	Cart Minimum:	0.175	inches
	Critical Wear Points:	0.185	inches (Cart Bottom, handle & lift mechanisms)
	Lid Minimum:	0.140	inches
Cart Dimensions:	Height (includes lid):	45.13	inches
	Width:	28.70	inches
	Depth:	33.73	inches
	Resin weight:	34.10	pounds
	Assembled weight:	41	pounds
	Gripping diameter:	27	inches
	Capacity:	97.57	gallons
	Load Rating:	332.50	pounds
	Lid Weight:	5.	pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction		
Lid Opening:	270 degrees		
Lid Assembly:	Carts are shipped with the lids already attached		
Catch Bar:	Factory installed 1" corrosion resistant zinc plated steel allows favorable nesting ratios		
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.		
Wheel:	12" Roll Tech Wheels, snap-on with 1.4" integrated spacers		
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart		
Lift System Compatibility:	Compatible with semi-automated "comb" type lifters and fully automated arm lifters.		

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Truckload Quantity: 486, stacked 9 high



A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION



65 Gallon Universal Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding		
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded together at 2% by weight		
Wall Thickness:	Cart Minimum:	0.175	inches
	Critical Wear Points:	0.185	inches (Cart Bottom, handle & lift mechanisms)
	Lid Minimum:	0.140	inches
Cart Dimensions:	Height (includes lid):	40.5	inches
	Width:	26.7	inches
	Depth:	28.11	inches
	Resin weight:	27.5	pounds
	Assembled weight:	36	pounds
	Capacity:	66.25	gallons
	Load Rating:	227.5	pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction		
Lid Opening:	270 degrees		
Lid Assembly:	Carts are shipped with the lids already attached		
Catch Bar:	Integrally molded plastic catch bar or 1" corrosion resistant zinc plated steel catch bar which is easily installed		
Axle:	High strength, low alloy steel 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent" for corrosion protection		
Wheel:	10" x 1.75" blow-molded plastic, snap-on, with integrated spacer		
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 12 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart		
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.		
Truckload Quantity:	648, stacked 9 high		

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)



65 Gallon Nestable Bar Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding		
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded together at 2% by weight		
Wall Thickness:	Cart Minimum:	0.175	inches
	Critical Wear Points:	0.185	inches (Cart Bottom, handle & lift mechanisms)
	Lid Minimum:	0.150	inches
Cart Dimensions:	Height (includes lid):	40.5	inches
	Width:	26.7	inches
	Depth:	28.11	inches
	Resin weight:	27.5	pounds
	Assembled weight:	36	pounds
	Capacity:	67.2	gallons
	Load Rating:	227.5	pounds
Imprinting:	Hot stamp process permanently imprints logos with serial numbers		
Lid Opening:	270 degrees		
Lid Assembly:	Carts are shipped with the lids already attached		
Catch Bar:	Factory installed 1" corrosion resistant zinc plated steel or can be configured without a catch bar.		
Axle:	High strength, low alloy steel 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent" for corrosion protection		
Wheel:	10" x 1.75" blow-molded plastic, snap-on, with integrated spacer		
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 12 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart		
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.		
Truckload Quantity:	648, stacked 9 high		



A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Environmental

**Rehrig Pacific
Company**
Since 1913

Proven to withstand the rigors of today's collection systems, Rehrig Pacific's **HuskyLite Roll-out Carts** are setting new industry standards for durability and efficiency. Available in 18 gallon through 95 gallon models, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents or cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

Roll-out Carts are shipped with lids already attached, saving additional assembly time.

Rehrig Pacific Roll-out Carts



ROC-65NB

ROC-35MB

ROC-18/20



ROC-95NB

ROC-95U

ROC-95FA



Environmental



Roll-Out Carts

Features and Options

- For Semi-Automated or Automated Collection of Household Refuse, Recyclables and Organic Wastes
- Universal Cart Models Available in All Sizes; Fully-Automated ROC-95FA Cart also Available
- Constructed of High Quality, Resilient UV-Stabilized HDPE Resin. Available in a Wide Range of Colors.
- Rotating Metal or Molded-In Catch Bars
- Hot-Stamp Branding of Logos and Recycling Slogans; Bar Coding, Sequential Numbering and Multi-Color In-Mold Labeling Options
- RFID Integration Available for Use in Asset and Participation Tracking Programs
- Divider Option for Two-Stream Collection
- Optional European Lip
- Lid Cutouts for Recyclables Available
- Lid Opening Options Include 90° or 110° Stops
- Blow Molded or Quiet Tread Wheels Available in Cotter Pin, End Cap or Snap-on Styles
- Optional Features for Confidential Document Destruction Carts:
 - Lids with Internal Key Lock or External Tongue Plate and Padlock
 - Slotted Openings with Anti-Fish Option
- See Organic Waste Container Specification Sheet for Additional Features and Options

Rehrig Pacific Roll-out Carts
Product Information

Dimensions ¹ (in.)	ROC-18/20	ROC-35 ³	ROC-65	ROC-95
Height w/Lid	32.60	39.13	40.58	45.13
Width	19.80	20.20	26.70	28.50
Depth	18.00	22.98	28.11	33.73
ANSI Load Rating ² (lb.)	70.00	122.50	227.50	332.50

Truckload Quantities:	ROC-18	ROC-20	ROC-35	ROC-65	ROC-95
Stack Size	7 high	Inquire	9 high	9 high	8/9 high
48' Trailer	770	Inquire	864	504	384/432
53' Trailer	875	Inquire	1,080	648	432/486

¹ Dimensions vary depending on wheel and lid options² ANSI Z245.30 - 2008³ 20 gallon insert available

ROC-18 Carts Stacked



European Lip



Branded ID Number and Bar Code



Gravity Lock



Internal Lock with Key

External Lock
(padlock not included)Multi-Color In-Mold Label
(I.M.L.)Optional Openings for
RecyclablesOptional 90° or 110°
Lid Stops

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Headquarters: 4010 East 26th Street Los Angeles, California 90058 (323) 262-5145 (800) 421-6244 FAX: (323) 269-8500
 Erie, PA (800) 458-0403 • Atlanta, GA (800) 241-9693 • Dallas, TX (800) 426-9189 • Kenosha, WI (800) 934-3312
 De Soto, KS (866) 265-4108 • Orlando, FL (800) 998-2525 • Canada (877) 456-8094 • Mexico +52 (442) 296-2000
www.rehrigpacific.com • info@rehrigpacific.com

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EXHIBIT "F"

WCA HOUSTON RESIDENTIAL TRUCK LIST

EXHIBIT "G"
CITY FACILITIES



City of Bay City Buildings, Parks, and Facilities

Sanitation Services for Municipal Facilities Provided Free of Charge

	LOCATION	ADDRESS	NUMBER	CONTAINER SIZE
1	Service Center/USO Building	2105 Avenue M	1	1x4x1
2	City Hall	1901 5th Street	1	1x6x3
3	Municipal Courts	1824 6th Street	1	1x3x1
4	Old Parks Office/White & Bolin	1912 Avenue I	1	1x2x1
5	Recycling Center	1820 Avenue H	1	1x6x3
6	Little League Field	16th Street	1	1x4x2
7	Girls Softball Field	920 Avenue M	1	1x4x1
8	Community Park Center/Joe Davis Field	2820 Rugeley	1	1x4x1
9	Bay City Community Development Corporation	1900 5th Street	1	1-Toter
10	Bay City Library	1100 7th Street	1	1x4x1
11	Bay City Gas Company	1100 6th Street	1	1x2x1
12	City Rent House	2001 5th Street	1	1-Toter
13	East Side Pavilion; West Side Pavilion; Lakeview Pavilion	Letulle Park	1	3x4x2
14	Animal Impound	4611 Starling Dr.	1	1x2x2
15	Municipal Services Building	1217 Avenue J	1	2x6x2
16	Waste Water Treatment Plant	4511 Starling Dr.	1	1x3x1
17	Amistad Park	10th & Avenue C	1	1-Toter
18	City Ball Fields	1600 Whitson Street	2	1x2x1; 1x6x1
19	Duncan Park	700 Duncan Street	1	1-Toter
20	Hardeman Park	600 12th Street	1	1x2x1
21	Riverside Park	7330 FM 2668	1	3x6x1
22	Airport	3598 FM 2540	1	1x6x1
23	Civic Center	201 7th Street	1	2x8x1

EXHIBIT “H”

**BILL OF SALE AND INVENTORY OF CITY EQUIPMENT, RESIDENTIAL CARTS, AND
COMMERCIAL CONTAINERS**

Date: November 1, 2013

Seller: City of Bay City, Texas

Seller's Mailing Address: 1901 5th Street, Bay City, TX 77414

Buyer: Waste Corporation of Texas, L.P.

Buyer's Mailing Address: 8515 Highway 6 South, Houston, TX 77083

Transferred Properties: As described in the Inventory, attached hereto as **Exhibit "H-1"**, and incorporated herein for all purposes. Such transfer shall include all of Seller's interest in and to all existing and assignable guarantees and warranties, express or implied, if any and to the extent such may be transferred, issued by the Manufacturer or Vendor in connection with the items described in the Inventory.

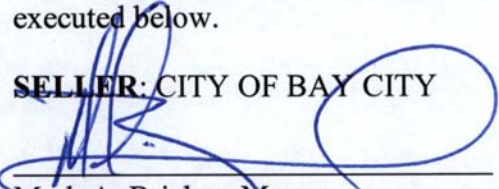
As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer has fully inspected the Transferred Properties and is taking the Transferred Properties "AS IS" and that, except for warranty of title, Seller has made no representations, disclosures, or express or implied warranties in regards to the Transferred Properties.

To have and to hold the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, subject to the Exceptions to Transfer and Warranty.

Seller agrees to execute and deliver any additional documents and to perform any additional acts reasonably necessary or appropriate to carry out the intent of this bill of sale in transferring the Transferred Properties to Buyer.

When the context requires, singular nouns and pronouns include the plural. Effective as of the latest day executed below.

SELLER: CITY OF BAY CITY


Mark A. Bricker, Mayor

Date: 11/24/13

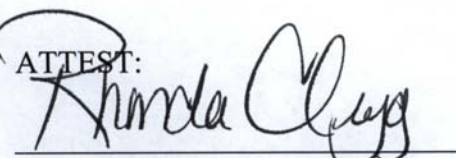
BUYER: WASTE CORPORATION OF TEXAS, L.P.

Printed Name: _____

Title: _____

Date: _____

ATTEST:


Rhonda Clegg, City Secretary

Attachment: WCA Solid Waste Contract (1428 : WCA Contract)



City of Bay City
City Owned Equipment Master List

Last Updated: 10/12/2013

"Exhibit H-1"

EQUIP NO.	DEPARTMENT	YEAR	MAKE	MODEL	DESCRIPTION	MASTER CLASS	FUEL TYPE	VIN / SERIAL NO.	LICENSE #	TWL ID#
446	Sanitation - Res	1987	Ford	LT8000	Dump Truck	Haul Units	On Road Diesel	1FDYU82A5HYA04308	541090	55
587	Sanitation - Res	1997	Chevrolet		Truck 1/2 Ton	Vehicles (Pickups, Passenger, etc.)	Gasoline	1GCEC14W9VZ211766	725977	144
604	Sanitation - Res	1999	International		Sweeper / Rear Loader	Brooms	On Road Diesel	1HTSCABN2XH613606	775210	154
624	Sanitation - Res	2000	Chevrolet	Silverado	Truck 3/4 Ton	Vehicles (Pickups, Passenger, etc.)	Gasoline	1GBGC24U5Y2320988	795450	176
687	Transfer Station	1995	Kenworth	210	Stump Truck	Haul Units	On Road Diesel	1XKADRX9XXS5639303	222-265	204
727	Sanitation - Com	2010	Autocar	ACX64	Front End Loader	Sanitation Haul Units	On Road Diesel	5VCACLIJF8AH209802	1039388	236
728	Sanitation - Res	2009	Ford	F-750	Truck	Haul Units	On Road Diesel	3FRXF7SE59V212961	1039389	241
730	Sanitation - Res	2010	Autocar	ACX42	Side Loader	Sanitation Haul Units	On Road Diesel	5VCA3DHF7AH209799	1039392	240
731	Sanitation - Res	2010	Autocar	ACX42	Side Loader	Sanitation Haul Units	On Road Diesel	5VCA3DHF7AH209800	1039391	237
734	Sanitation - Res	2010	Autocar	ACX64	Side Loader	Sanitation Haul Units	On Road Diesel	5VCA3DHF7AH209801	1039393	238
735	Sanitation - Com	2010	Autocar	ACX64	Overhead Loader	Sanitation Haul Units	On Road Diesel	5VCACLIJF8AH209803	1039394	239
743	Sanitation - Res	2009	Ford	F-750	Truck	Haul Units	On Road Diesel	3FRXF7SE19V212861	1075754	247
744	Sanitation - Res	2010	Autocar	ACX64	Truck	Sanitation Haul Units	On Road Diesel	5VCACLIJF8AH209810	1075767	250
745	Sanitation - Res	2009	Peterson		Tractor	Trailers	N/A	1P9T5182491314211	800-7439	251
746	Sanitation - Res	2009	Peterson		Tractor	Trailers	N/A	1P9T5182691314212	900-7438	252
747	Sanitation - Res	2008	Autocar	WX64	Dump Truck	Sanitation Haul Units	On Road Diesel	5VCDC6JF18H208071	1075768	249
773	Sanitation - Res	1993	GMC		Tractor Truck	Haul Units	On Road Diesel	1GDL7H1PAPJ513027	111-3577	274
775	Transfer Station	2007	Mack		Tractor Truck	Trailers	On Road Diesel	1M1A10797ND007779	904-0046	
776	Transfer Station	2004			Tractor Live Bottom w/Roll Top (1)	Trailers	N/A	1E1U1Y2804RE33471	904-0048	
777	Transfer Station	1998	Speciee		Trailer w/Hydraulic Top (2)	Trailers	N/A	1S9WA4527WS188612	904-0047	
778	Transfer Station	1998	Speciee		Trailer w/Hydraulic Top (3)	Trailers	N/A	1S9WA4525WS188611	19F-4394	
792	Transfer Station	2013	International	Navistar	Tractor Truck	Haul Units	On Road Diesel	1HSXYSJRODU148382	MC16121912	
796	Sanitation - Res	2012			Homemade Trailer	Trailers	N/A			
797	Transfer Station	2008	East	W/F TL	Box Trailer	Trailers	N/A	1E1UZY2808RD41814	904-0062	
000-001	Sanitation - Res				5,189 - 96 Gal Toters	Container (Refuse)	N/A			
000-002	Sanitation - Com				92 - 2 CY Dumpsters	Container (Refuse)	N/A			
000-003	Sanitation - Com				93 - 3 CY Dumpsters	Container (Refuse)	N/A			
000-004	Sanitation - Com				110 - 4 CY Dumpsters	Container (Refuse)	N/A			
000-005	Sanitation - Com				82 - 6 CY Dumpsters	Container (Refuse)	N/A			
000-006	Sanitation - Com				41 - 8 CY Dumpsters	Container (Refuse)	N/A			



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/10/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1422

DISCUSSION ITEM (ID # 1422)

**CITY COUNCIL MAY RECONVENE IN OPEN SESSION AND
CONSIDER AND/OR TAKE ACTION ON ANY ITEM LISTED
ABOVE FOR CONSIDERATION/DISCUSSION IN EXECUTIVE
SESSION (IF NECESSARY).**