CITY OF BAY CITY

MINUTES • NOVEMBER 19, 2019

Council Chambers	Regular Meeting – City Council	6:00 PM

1901 5TH STREET
BAY CITY, TX 77414

1. **CALL TO ORDER**

2. **INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILWOMAN, BECCA SITZ**

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

Attendee Name	Title	Status	Arrived
Robert K. Nelson	Mayor	Present	
Brent P. Marceaux	Councilman	Present	
William Cornman	Councilman	Present	
Becca Sitz	Councilwoman	Present	
Jason W. Childers	Mayor Pro Tem	Present	
Julie Estlinbaum	Councilwoman	Present	

3. **CERTIFICATION OF QUORUM**

4. **MISSION STATEMENT**

   1. Presentation

   ~ OUR MISSION: THE CITY OF BAY CITY IS A COMMUNITY THAT FOSTERS FUTURE ECONOMIC GROWTH, STRIVES TO DELIVER SUPERIOR MUNICIPAL SERVICES, INVESTS IN QUALITY OF LIFE INITIATIVES AND IS THE GATEWAY TO THE GREAT OUTDOORS. WE ENCOURAGE ACCESS TO OUR UNIQUE HISTORICAL AND ECO-CULTURAL RESOURCES WHILE MAINTAINING OUR SMALL-TOWN TEXAS CHARM.

   Councilwoman, Becca Sitz

5. **APPROVAL OF AGENDA**

The agenda was unanimously approved, as written, by motion. The motion was made by Councilman, Bill Cornman and seconded by Councilman, Brent Marceaux.

6. **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.

Eugene Johnson - 3419 Walnut Drive. Walnut drive street needs repairs. Longtime issue. Trash truck pulls too closely to the side of the street.

Another problem is cleaning out the curbs on Whitson Street. Grass is in the curb areas. Asking for assistance.

Traffic light on Whitson and Ave. F was removed. Believes it should be replaced.

Questioned the street name changes not affecting the entire street instead of just a few blocks.

Nile Valley Drive - Emergency road around town. Why has nothing been done to restore the use of the drive?

Martha Brown - 3213 Ave. C. Requested assistance in getting a vacant lot behind her mowed by the City. The lot is located on Avenue D.

Fast traffic in areas near schools needs to be addressed.

7. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

All consent agenda items were approved as presented.

1. Minutes

~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON NOVEMBER 5, 2019.

City Secretary, David Holubec

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

2. Agreement

~ CONSIDER AND TAKE NECESSARY ACTION TO APPROVE ROW EASEMENT AGREEMENT REQUIRING PRIVATE MAINTENANCE BETWEEN SAL HOLDINGS, LLC AND THE CITY OF BAY CITY REGARDING A 20' WIDE PRIVATE ROAD THAT TRAVERSES THE COTTONWOOD PARK SUBDIVISION, PLAT NO. 555A OF THE PLAT RECORDS OF MATAGORDA COUNTY, TEXAS.

Finance Director, Scotty Jones

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

3. Agreement

~ CONSIDER AND TAKE NECESSARY ACTION TO APPROVE THE SECOND AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS AND SAL HOLDINGS, LLC, (RECYCLING CENTER PROPERTY).

Finance Director, Scotty Jones

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

4. Budget

~ DISCUSS, CONSIDER AND TAKE NECESSARY ACTION TO RATIFY WORK AUTHORIZATION #3 BETWEEN THE CITY OF BAY CITY, TEXAS AND GARVER, LLC FOR PROFESSIONAL SERVICES TO EVALUATE AND IDENTIFY IMPROVEMENTS TO THE CITY OF BAY CITY WASTE WATER TREATMENT PLANT (WWTP)

Finance Director, Scotty Jones

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

5. Budget

~ DISCUSS, CONSIDER AND TAKE NECESSARY ACTION TO RATIFY WORK AUTHORIZATION #4 BETWEEN THE CITY OF BAY CITY, TEXAS AND GARVER, LLC FOR PROFESSIONAL SERVICES TO EVALUATE AND IDENTIFY IMPROVEMENTS TO THE CITY OF BAY CITY WATER SYSTEM.

Finance Director, Scotty Jones

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

8. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Budget

~ DISCUSS, CONSIDER, AND/OR APPROVE AN ORDINANCE ADOPTING FINAL BUDGET AMENDMENTS FOR THE YEAR ENDING SEPTEMBER 30, 2019.

Director of Finance, Scotty Jones

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

2. Report

~ DISCUSS, CONSIDER, AND/OR APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2019.

Scotty Jones, Finance Director

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

3. Agreement

~ DISCUSS, CONSIDER AND/OR APPROVE AN INTER-LOCAL PARTICIPATION AGREEMENT FOR THE "GOODBUY" COOPERATIVE.

Finance Director, Scotty Jones

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

4. Discussion

~ DISCUSS, CONSIDER AND/OR TAKE ACTION TO SECURE A PERMANENT CITY MANAGER AFTER AN UPDATE STATUS REPORT ON THE SEARCH.

Human Resource Director, Rhonda Clegg
Update given to council. 9 applicants thus far. 3 are qualified in Texas. December 13th is deadline. Design an interview team as requested by Councilman, Bill Cornman.

5. Ordinance

~ DISCUSS CHANGING THE REGULATORY SPEED LIMIT ON HAMMAN ROAD AND GIVE GUIDANCE TO STAFF.

Marla Jasek, Asst. Director Public Works
The current speed posted on Hamman Road is 30MPH, but the ordinance that set the speed limit stated 40 MPH. A study showed the average speed on the road to be 36 MPH. Barry Calhoun, Public Works Director, recommended the speed limit be set at

35 MPH. It was decided by Council to keep the speed limit at 30 MPH, thus having the need to change the ordinance, which will be brought back to Council for review and/or approval.

6. Appointment

~ DISCUSS, CONSIDER AND/OR APPROVE THE APPOINTMENT OF MEMBERS, GARY FARIS AND WAYNE NEAL, OR ALTERNATE INDIVIDUALS IF NEEDED, TO THE JOINT AIRPORT ZONING BOARD.

Airport Manager, James Mason
Mayor Robert K. Nelson recommended to Council former Council member, Steven Johnson be nominated and a current Council member. Councilwoman, Julie Estlinbaum volunteered to join the board until her term ends and Councilwoman, Becca Sitz offered to take over the board position at that time.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

7. Appointment

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION AUTHORIZING THE CITY OF BAY CITY TO CAST ITS OFFICIAL BALLOT FOR THE BOARD OF DIRECTORS FOR THE MATAGORDA COUNTY APPRAISAL DISTRICT.

City Secretary, David Holubec
Council agreed to place all 328 votes held by the City of Bay City, Texas.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 19th day of November, 2019, at Bay City

9. CLOSED / EXECUTIVE SESSION

None

1. Litigation

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2) FOR THE CITY COUNCIL TO CONSULT THE CITY ATTORNEY REGARDING ATTORNEY/CLIENT PRIVILEGED MATTERS.

Mayor, Robert K. Nelson
None

2. Litigation

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1) FOR CONSULTATION WITH CITY ATTORNEY REGARDING THE FOLLOWING LITIGATION:

(A) CAUSE NO. 19-E-0013, RONNIE DEAN REEVES, VIDALA LEAL RODAS, DANYAL SHENIEL MANNING AND THE BAY CITY HOUSING AUTHORITY VS. MARK A. BRICKER, MAYOR, DEFENDANT; (B) CAUSE NO. 13-18-00484-CV, MAYOR MARK A. BRICKER, JULIE ESTLINBAUM, COUNCILWOMAN, POSITION 1, BILL CORNMAN, COUNCILMAN, POSITION 2, AND THE CITY OF BAY CITY, TEXAS V. ROBERT NEAL HEAD.

Mayor, Robert K. Nelson
None

10. OPEN SESSION

None

1. Report

~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON ITEM(S) LISTED IN EXECUTIVE/CLOSED SESSION, (IF ANY).

Mayor, Robert K. Nelson
None

11. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Dec. 7th City-wide clean up date.

Mayor Nelson indicated that citizens have told him how helpful the City Employees are and things are getting done to better the City with the help of these positive employees.

Councilman, Brent Marceaux thanked Mr. Johnson for his communication with the Council regarding his concerns during Open Comments.

Councilwoman, Becca Sitz. Praised The "Day of the Dead" event and reminded everyone about "CamoFest," coming in January 2020.

Councilwoman, Julie Estlinbaum reminded everyone about "Christmas Around the Square" on Thursday (21st) and Sunday (24th).

12. 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 in attendance. The members of the boards, commissions and/or committees may participate in

discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

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

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Tuesday, November 12, 2019 before 6:00 p.m. Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

The facility is wheelchair accessible and accessible parking spaces available. Request for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary's Office at 979-245-5311 or email, dholubec@cityofbaycity.org for further information.

____
David Holubec
City Secretary

City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4070

DISCUSSION ITEM (ID # 4070)

~ OUR MISSION: THE CITY OF BAY CITY IS A COMMUNITY THAT FOSTERS FUTURE ECONOMIC GROWTH, STRIVES TO DELIVER SUPERIOR MUNICIPAL SERVICES, INVESTS IN QUALITY OF LIFE INITIATIVES AND IS THE GATEWAY TO THE GREAT OUTDOORS. WE ENCOURAGE ACCESS TO OUR UNIQUE HISTORICAL AND ECO-CULTURAL RESOURCES WHILE MAINTAINING OUR SMALL-TOWN TEXAS CHARM.

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4074

AGENDA ITEM (ID # 4074)

~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON NOVEMBER 5, 2019.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

CITY OF BAY CITY

MINUTES • NOVEMBER 5, 2019

Council Chambers	Regular Meeting – City Council	6:00 PM

1901 5TH STREET
BAY CITY, TX 77414

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILMAN, BRENT MARCEAUX

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

Attendee Name	Title	Status	Arrived
Robert K. Nelson	Mayor	Present	
Brent P. Marceaux	Councilman	Present	
William Cornman	Councilman	Present	
Becca Sitz	Councilwoman	Present	
Jason W. Childers	Mayor Pro Tem	Present	
Julie Estlinbaum	Councilwoman	Present	

3. CERTIFICATION OF QUORUM

4. MISSION STATEMENT

1. Presentation

~ OUR MISSION: THE CITY OF BAY CITY IS A COMMUNITY THAT FOSTERS FUTURE ECONOMIC GROWTH, STRIVES TO DELIVER SUPERIOR MUNICIPAL SERVICES, INVESTS IN QUALITY OF LIFE INITIATIVES AND IS THE GATEWAY TO THE GREAT OUTDOORS. WE ENCOURAGE ACCESS TO OUR UNIQUE HISTORICAL AND ECO-CULTURAL RESOURCES WHILE MAINTAINING OUR SMALL-TOWN TEXAS CHARM.

Councilwoman, Julie Estlinbaum

5. APPROVAL OF AGENDA

The agenda was approved as written by motion. The motion was made by Councilman Jason Childers and seconded by Councilwoman, Becca Sitz.

6. 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.

Janet Davis discussed people walking at night in dark clothing.

7. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. Minutes

~ ACCEPT THE MINUTES SUMMARY FROM THE REGULAR COUNCIL MEETING HELD ON OCTOBER 22, 2019.

City Secretary, David Holubec

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

2. Agreement

~ DISCUSS, CONSIDER AND/OR APPROVE THE WORK ORDER AGREEMENT #4, BETWEEN THE CITY OF BAY CITY, TEXAS AND CIVIL PEs PROFESSIONAL ENGINEERING FIRM FOR DESIGN AND BID SERVICES FOR T-HANGERS ROW A AND E AT THE BAY CITY REGIONAL AIRPORT.

Airport Manager, James Mason

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

8. PUBLIC HEARING

1. Public Hearing

~ CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE CITY OF BAY CITY WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN.

Code Enforcement Officer, Krystal Mason
Opened: 6:31PM
Closed: 6:32PM
No public comments.

9. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Presentation

~DISCUSS, CONSIDER AND/OR APPROVE THE CITY OF BAY CITY WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN.

Code Compliance Officer, Krystal Mason

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

2. Planning / Plat

~ DISCUSS CONSIDER AND/OR APPROVE THE BRADLEY SUBDIVISION SECTION 2 PLAT, WHICH WAS NOT FILED WITHIN SIX MONTHS OF THE INITIAL PLAT APPROVAL.

Marla Jasek, Asst Director Public Works

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Becca Sitz, Councilwoman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

3. Ordinance

~ DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING THE CURRENT PERSONNEL GUIDELINES.

Human Resource Director, Rhonda Clegg

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

ORDINANCE

Enacted and approved this 5th day of November, 2019, at Bay City

4. Personnel

~ DISCUSS, CONSIDER AND/OR APPROVE THE 2020 CITY HOLIDAY SCHEDULE.

Human Resource Director, Rhonda Clegg

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

5. Discussion

~DISCUSS, CONSIDER AND/OR TAKE ACTION TO SECURE A PERMANENT CITY MANAGER AFTER AN UPDATE STATUS REPORT ON THE SEARCH.

Human Resource Director, Rhonda Clegg
Councilman Cornman asked that a group set up an interview team.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

6. Appointment

~ DISCUSS, CONSIDER AND/OR APPROVE THE MAYOR'S APPOINTMENT TO THE CITY OF BAY CITY HOUSING AUTHORITY BOARD.

Mayor Robert K. Nelson

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brent P. Marceaux, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Enacted and approved this 5th day of November, 2019, at Bay City

7. Presentation

~ DISCUSS, CONSIDER AND/OR APPROVE CHANGES TO DOWNTOWN BAY CITY, TEXAS PARKING AFTER HEARING AN UPDATE ON PLANS TO REORGANIZE PARKING DOWNTOWN.

City Manager, Richard Morton
After much discussion and public comments, it was decided by motion to postpone doing anything regarding the parking until other options were studied. Councilwoman Estlinbaum made the motion and it was seconded by Councilman, Jason Childers. Passed.

8. Appointment

~ DISCUSS, CONSIDER AND/OR APPROVE THE APPOINTMENT OF MEMBERS TO THE JOINT AIRPORT ZONING BOARD.

Airport Manager, James Mason
This item was tabled. It will be on the next Council meeting agenda.

10.CLOSED / EXECUTIVE SESSION

1. Litigation

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2) FOR THE CITY COUNCIL TO CONSULT THE CITY ATTORNEY REGARDING ATTORNEY/CLIENT PRIVILEGED MATTERS.

Mayor, Robert K. Nelson
None

2. Litigation

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1) FOR CONSULTATION WITH CITY ATTORNEY REGARDING THE FOLLOWING LITIGATION:
(A) CAUSE NO. 19-E-0013, RONNIE DEAN REEVES, VIDALA LEAL RODAS, DANYAL SHENIEL MANNING AND THE BAY CITY HOUSING AUTHORITY VS. MARK A. BRICKER, MAYOR, DEFENDANT; (B) CAUSE NO. 13-18-00484-CV, MAYOR MARK A. BRICKER, JULIE ESTLINBAUM, COUNCILWOMAN, POSITION 1, BILL CORNMAN, COUNCILMAN, POSITION 2, AND THE CITY OF BAY CITY, TEXAS V. ROBERT NEAL HEAD.

Mayor, Robert K. Nelson
None

11.OPEN SESSION

1. Report

~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON ITEM(S) LISTED IN EXECUTIVE/CLOSED SESSION, (IF ANY).

Mayor, Robert K. Nelson
None

12.ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilman Marceaux thanked newly appointed Housing Authority Board member, Rachel Garcia.

Councilwoman Sitz commented that the Day of the Dead event was a great success - Becca

Mayor Nelson thanked the citizens for coming out to speak about the downtown parking.

13.ADJOURNMENT

AGENDA NOTICES:

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

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

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Tuesday, October 29, 2019 before 6:00 p.m. Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

The facility is wheelchair accessible and accessible parking spaces available. Request for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary's Office at 979-245-5311 or email, dholubec@cityofbaycity.org for further information.

David Holubec

David Holubec
City Secretary

THE CITY OF BAY CITY, TEXAS

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4080

AGENDA ITEM (ID # 4080)

~ CONSIDER AND TAKE NECESSARY ACTION TO APPROVE ROW EASEMENT AGREEMENT REQUIRING PRIVATE MAINTENANCE BETWEEN SAL HOLDINGS, LLC AND THE CITY OF BAY CITY REGARDING A 20' WIDE PRIVATE ROAD THAT TRAVERSES THE COTTONWOOD PARK SUBDIVISION, PLAT NO. 555A OF THE PLAT RECORDS OF MATAGORDA COUNTY, TEXAS.

BACKGROUND:

Council approved the acceptance of the public easement (Public ROW) contingent upon a private requirement to maintain on September 12, 2019.

Attached is the written easement agreement with SAL Holdings, LLC. This has been reviewed by the Developer, Stuart Lynn.

RECOMMENDATION:

Staff recommends City Council approve the Written Easement Agreement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Public Right-of-Way Easement Agreement

(REQUIRING PRIVATE MAINTENANCE)

THE STATE OF TEXAS §
§
COUNTY OF MATAGORDA §

Grant of Easement

SAL Holdings, LLC ("Grantor"), at 1221 Avenue F, Bay City, Texas 77414 for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell, and convey unto:

The City of Bay City, Texas ("Grantee"), a Texas home-rule municipality, at 1901 Fifth Street, Bay City, Texas 77414,

A Non-Exclusive easement ("Easement") for the Purpose of Easement (as defined below) upon and across:

Area shown as a Twenty Foot (20') wide private road that traverses the Cottonwood Park Subdivision, Plat No. 555A of the Plat Records of Matagorda County, Texas.

Grantor and Grantee may be referenced jointly as the "Parties" or individually as a "Party."

TO HAVE AND TO HOLD the Easement to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND the Easement and other rights granted herein granted, unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement Property or any part thereof to the extent that such claim arises by, through, or under Grantor.

Terms and Conditions

The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:

(a) "Agreement" shall mean this Public Right-of-Way Easement Agreement.

(b) "Easement Property" shall mean the Permanent Easement Property.

(c) "Facilities" shall mean a right-of-way for vehicular and pedestrian traffic, public utility, including without limitation water, waste water, electric, and gas, lift station and lift station facilities, and Network lines and pipes, together with all conduits, equipment, improvements, and other appurtenances used in connection with such lines and pipes as Grantee deems necessary.

(d) “Grantee” and “Grantor,” respectively, shall include such Party's successors and assigns.

(e) “Network” shall mean Grantee owned data and communication network used for Grantee's utility and governmental purposes, including without limitation supervisory control and data acquisition (SCADA), utility operations, email, emergency response or planning, law enforcement and security, fire response protection, and recreational property operation and oversight.

(f) “Obstruct” shall mean to interfere or obstruct in a manner that would hinder Grantee's access to or maintenance or use of the Easement for the Purpose of Easement, including without limitation: constructing any building, structure, or other obstruction on the Easement Property; altering topography, installing fences, structures, rockeries, walls or other like improvements on the Easement Property; planting of difficult to restore landscaping; and piling or storage of dirt, trash, garbage, debris or other materials on the Easement Property; or hindering or failing to allow Grantee reasonable access to the Easement Property through Grantee's land contiguous to the Easement Property.

(g) “Permitted Improvements” shall mean landscaping, vegetation, driveways, sidewalks, and any building or structure that (i) complies with any applicable ordinances, development codes, and engineering guidelines of The City of Bay City, Texas, and (ii) prior to commencement of installation or construction has been specifically approved in writing by the City Council or the City Council’s designee and such approval makes specific reference to this Agreement or the Easement.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "benefited property." Nevertheless, the Easement herein granted shall pass to Grantee's successors and assigns, subject to all of the terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Grantor and Grantee. GRANTOR, BY DECLARATION AND DEDICATION OF PUBLIC RIGHT-OF-WAY filed of record as Instrument Number 2018-6475, in the Official Records of Matagorda County, Texas, HAS AGREED ON BEHALF OF GRANTOR AND GRANTOR’S SUCCESSORS AND ASSIGNS, TO MAINTAIN THE EASEMENT AT GRANTOR’S COST AND EXPENSE. **GRANTEE HAS ACCEPTED THE DEDICATION OF THIS PUBLIC RIGHT-OF-WAY, BUT DOES NOT NOW, OR HEREAFTER, ASSUME ANY MAINTENANCE RESPONSIBILITY FOR THIS EASEMENT.**

3. *Purpose of Easement.* The purpose of the Easement shall be to provide for vehicular and pedestrian traffic and for the Grantee to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove, and maintain the Facilities over, along, across, under, into, and through the Easement Property. The Easement shall also be used for the purpose of providing access for the construction, reconstruction, inspection, modification, removal, use, operation, repair, maintenance, replacement and expansion of the Facilities.

4. *Term.* The Easement upon and across the Permanent Easement Property shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.

5. *Reservation of Rights*. Grantor retains the title to the Easement Property, subject to the rights granted to Grantee in this Agreement. Except as otherwise provided in this Agreement, Grantor retains the right to use the Easement Property for all lawful purposes provided such use does not Obstruct the Easement.

6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantor. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this Agreement. Grantee has the right to remove or relocate any vehicles, products, fences, buildings, Permitted Improvements, or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities.

7. *Maintenance.* Notwithstanding any contrary provision, Grantor shall retain, as reasonably necessary not to Obstruct the Easement, the obligation to regularly mow or cut back vegetation and to keep the Easement Property free of litter, debris, and trash.

8. *Indemnification.* **To the extent allowed by Texas law, but not otherwise, each Party shall indemnify, defend, and hold harmless the other for all claims, losses, demands, suits, proceedings, expenses, damage, or liability, including reasonable attorney's fees, to which the other is in any way subject, resulting from and to the extent of the negligence, gross negligence, or willful misconduct of such Party or the direct or indirect employees, agents, contractors, or permittees under such Party's direct or indirect control, authority, or permission.**

9. *Equitable Rights of Enforcement.* This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

10. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

12. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in a state district court in Matagorda County, Texas.

13. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

14. *Waiver of Default.* A Party's failure, delay, or neglect to enforce any right under this Agreement shall not be deemed a consent or a waiver of any other of that Party's rights. It is not a waiver of or consent to default if the non-defaulting Party fails to declare immediately default or delays in taking any action. Pursuit of any remedy does not preclude pursuit of any other remedy in this Agreement or as provided by law.

15. *Further Assurances.* Each Party agrees to execute and deliver any additional documents, certificates, and instruments and to perform any additional acts necessary or appropriate to perform or evidence the terms, provisions, performance, transactions, and conditions of or contemplated by this Agreement. Approvals, consents, certificates, or permissions required or permitted in this Agreement shall (a) not be unreasonably withheld, denied, conditioned, or delayed, (b) be limited to the particular instance, and (c) shall not be considered a course of dealings.

16. *Integration.* This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement. No subsequent oral agreement, representation, or warranty concerning this instrument shall have force or effect. Any subsequent modification must be in writing and signed by both Parties.

17. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, (a) this Agreement shall be construed as if such provision had never been a part of this Agreement, and (b) the remainder of this Agreement will valid and enforceable, if and to the extent such construction does not deprive either Party of the substantial benefit of its bargain. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

18. *Notices.*

    (a) Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

(b) The Grantor's address for notice is:

SAL Holdings, LTD.
1221 Avenue F
Bay City, TX 77414

(c) The Grantee's address for notice is:

The City of Bay City, Texas
ATTN: City Secretary
City Hall
1901 5th Street
Bay City, Texas 77414

19. *Recitals/Exhibits.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

20. *Assignability.* Grantee shall not assign the Easement to any natural person or non-governmental entity without first obtaining Grantor's written consent. Any assignee shall expressly assume the assignor's obligations under this Agreement.

IN WITNESS WHEREOF, this instrument is executed and effective this ______ day of November, 2019.

SAL Holdings, LLC

By: ___________________________________
Stuart A. Lynn, President

THE STATE OF TEXAS §
§
COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this the _________ day of November, 2019 by Stuart A. Lynn, President of SAL Holdings, LLC, of Bay City, Texas, on behalf of said entity.

____
Notary Public Signature

AGREED AND ACCEPTED:

GRANTEE:

THE CITY OF BAY CITY, TEXAS
a Texas home-rule municipality

By: ______________________________
Name: Robert K. Nelson
Title: Mayor

ATTEST:

____
Name: David Holubec
Title: City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MATAGORDA §

This instrument was acknowledged before me on November _____, 2019, by Robert K. Nelson, Mayor of The City of Bay City, Texas, a Texas home-rule municipality, Grantee, on behalf of Grantee.

____
Notary Public Signature

AFTER RECORDING, RETURN TO:

The City of Bay City, Texas
ATTN: Director of Public Works
1217 Avenue J
Bay City, Texas 77414

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4081

AGENDA ITEM (ID # 4081)

~ CONSIDER AND TAKE NECESSARY ACTION TO APPROVE THE SECOND AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS AND SAL HOLDINGS, LLC, (RECYCLING CENTER PROPERTY).

BACKGROUND:

Original 380 agreement was executed on February 25, 2016.

First Amendment was executed on January 26, 2017 to extend deadline by 18 months to relocate the recycling center.

Attached is the Second Amendment reflecting the “new dates” that were adjusted due to the actual date of the relocation of the Recycling Center. This agreement has been reviewed by Developer, Stuart Lynn.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

SECOND AMENDMENT TO THE CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF BAY CITY, TEXAS
AND
SAL HOLDING, LLC

This Second Amendment to the Chapter 380 Economic Development Agreement (Second Amendment) is entered into between the City of Bay City, Texas, a home rule Texas municipality located in Matagorda County, Texas (City) and SAL Holdings, LLC, previously called SAL Holdings, LTD., a Texas limited partnership (Owner.) City and Owner are individually referred to as "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on March 24, 2016, City and Owner entered into a Chapter 380 Economic Development Agreement (Agreement) in which the city provided incentives to the Owner for the development of Property (identified in the Agreement) as a Mixed-Use Development in substantial conformity to the standards of form-Based Codes; and

WHEREAS, the parties entered into a First Amendment to the Agreement ("First Amendment") on January 2017, which extended certain deadlines in the Agreement; and

WHEREAS, the First Amendment revised §5.1.1 of the Agreement to require the City to relocate its Recycling Facility by September 24, 2018 and revised §4.1.2. of the Agreement to extend the Initial Capital Investment deadline for Owner to September 24, 2019; and

WHEREAS, because of extenuating circumstances, the City recently completed the removal of its Recycling Facility on or about October 1, 2019; and

WHEREAS, Owner requests an extension of its deadlines due to the extended time the City took to relocate its Recycling Facility.

NOW, THEREFOR, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner agree to this Second Amendment as follows:

AMENDMENT

1. Section 4.1.1 of the Agreement shall be amended as follows:

4.1.1 Pay to Relocate Recycling Facility. Owner covenants, warrants, and agrees that it shall pay the City the sum of $25,000.00, to reimburse the City its costs to relocate the Recycling Facility on or before November 30, 2019.

2. Section 4.1.2 of the Agreement and Section 1.0 of the First Amendment is amended as follows:

Initial capital Investment. Owner covenants, warrants, and agrees that it shall construct at least $1,000.000 in capital improvements on or before November 30, 2020. Owner shall supply the City written proof of the value of the capital improvements on or before this date.

3. Section 4.1.3 of the Agreement is amended as follows:

4.1.3 Subsequent Capital Investment. Owner covenants, warrants, and agrees that it shall construct at least $4,000,000.00 in total capital improvements on the Property, with $2,000,000.00 of this amount constructed on the Northern City Block, prior to December 31, 2022. Owner shall supply the City written proof of the value of the capital improvements on or before this date.

4. Section 4.2 of the Agreement is amended as follows:

4.2 Annual Reports. Owner shall deliver to City the reports contained in Section 8.1 by January 31, 2020 and by January 31st of each subsequent year of the Agreement.

5. Section 5.1.1 of the Agreement and Section 2.0 of the First Amendment is amended as follows:

5.1.1 Relocation of Recycling Facility. The City relocated its Recycling Facility from the Northern City Block on or before October 1, 2019.

6. Section 5.1.2 of the Agreement is amended as follows:

5.1.2 Convey Title. The City covenants, warrants, and agrees to convey its interest and title to the Northern City Block to Owner on or before December 31, 2019. The Conveyance document will contain a reverter clause (fee simple subject to condition subsequent) that will allow the City to reclaim title to the Northern City Block if Owner fails to meet the Subsequent Capital Improvements requirements contained in 4.1.3 of the Agreement.

7. The remaining provisions in the Agreement and First Amendment to Agreement remain in full force and effect, except as otherwise revised herein.

8. The effective date of this Second Amendment is the date this Second Amendment is last signed by a party.

EXECUTED to be effective as of the _____ day of _________________________, 2019.

OWNER:

SAL Holdings, LLC

By: ______________________________
Stuart Lynn, President

Date: ______________________________

CITY:

THE CITY OF BAY CITY, TEXAS

By: ______________________________
Robert K. Nelson, Mayor

Date: ______________________________

Attest:

____
David Holubec, City Secretary

Approved As To Form:

____
Anne Marie Odefey, City Attorney
ROBERTS, ODEFEY, WITTE & WALL, LLP

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4079)

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4079

~ DISCUSS, CONSIDER AND TAKE NECESSARY ACTION TO RATIFY WORK AUTHORIZATION #3 BETWEEN THE CITY OF BAY CITY, TEXAS AND GARVER, LLC FOR PROFESSIONAL SERVICES TO EVALUATE AND IDENTIFY IMPROVEMENTS TO THE CITY OF BAY CITY WASTE WATER TREATMENT PLANT (WWTP)

BACKGROUND:

Date of Original Professional Services Agreement Approved by City Council on March 24, 2016. Garver was selected through a formal RFQ process. The original agreement allows for Supplemental Work Authorizations as approved the City. Work Authorization #3 was signed by the Mayor on August 1, 2019.

FINANCIAL IMPLICATIONS:

$ 218,167 Funding Source (Operational Savings) as approved in the Five Year Capital Plan and the Approved FY 2020 Annual Budget.

RECOMMENDATION:

Staff recommends the City Council ratify the attached agreement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

ATTACHMENT C-1

WORK AUTHORIZATION NO. 03
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of **Article 4** of **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") entered by and between the City of Bay City, Texas (the "City") and Garver, LLC ("Professional and/or Engineer").

PART I. The Engineer will perform engineering services generally described as:

Generally, the Scope of Services includes professional services necessary for the evaluation of and identification of improvements to the City of Bay City Wastewater Treatment Plant (WWTP).

Garver shall also provide project funding assistance services, with the intent of obtaining funding from the Texas Water Development Board (TWDB) through their State Revolving Fund (SRF) loan program.

In accordance with the project description attached hereto and made a part of this Work Authorization, the responsibilities of the City and the Engineer as well as the work schedule are further detailed in **Attachments B, C-1 and C-2** which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $218,167.00, payable on a lump sum basis. This amount is based upon fees set forth in **Appendix B**, Fee Summary, of the Contract and the Engineer's estimated Work Authorization costs which is attached and made a part of this Work Authorization. The maximum amount payable must be negotiated for the work authorization scope.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 2** thru **5** of the Agreement, and **Attachment A**, **Article 1**.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the Parties hereto and shall terminate on December 31, 2020, unless extended by a supplemental Work Authorization as provided in **Attachment A**, **Article 1**.

PART V. This Work Authorization does not waive the Parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

	July 29th, 2019
Signature	Date
Jeff Sober PE, Vice President	
Typed/Printed Name and Title	

THE CITY OF BAY CITY, TEXAS:

Signature	Date
Robert K. Nelson, Mayor	
Typed/Printed Name and Title	

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

	July 29th, 2019
Signature	Date
Jeff Sober PE, Vice President	
Typed/Printed Name and Title	

THE CITY OF BAY CITY, TEXAS:

	8/1/19
Signature	Date
Robert K. Nelson, Mayor	
Typed/Printed Name and Title	

APPENDIX A – SCOPE OF SERVICES

General

Generally, the Scope of Services includes professional services necessary for the evaluation of and identification of improvements to the City of Bay City Wastewater Treatment Plant (WWTP).

1. Funding Assistance

Garver will assist the City with pursuit of funding through one funding source, the Texas Water Development Board (TWDB). Garver cannot guarantee that funding for this project will be available or that the City will be successful in qualifying for such. Garver will perform the following tasks:

- Coordinate with the Texas Water Development Board via telephone to discuss funding options available for the project.
- Review the Cities Intended Use Plan for submittal and comment.
- Complete the Project Information Form (PIF) to TWDB funding through the Clean Water State Revolving Fund (CWSRF) program. When requested, the City will be responsible for providing necessary data to Garver to complete the form.
- Upon acceptance of the PIF, Garver will assist the City with completing the CWSRF loan application.
- Draft resolution, if required.
- Attend one pre-application meeting with the City at the TWDB headquarters in Austin, Texas.
- Includes one meeting to present options to council, if required.

2. Conceptual Design Report

The conceptual design phase submittal will include a Conceptual Design Report and a conceptual phase opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the City, the Texas Commission of Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB) and to develop an order of magnitude cost estimate for the project. Major elements of the Engineering Report will include the following facility or process evaluations:

- Treatment requirements to meet effluent limits specified in the TPDES permit
- Potential changes to the treatment train required for future potential nutrient limits
- Identification of the hydraulic profile of the existing treatment train
- Visual condition assessment for all process units, equipment, structures, and infrastructure
- Recommendations for rehabilitation or replacement of aging or obsolete units
- Development of a phasing plan, if necessary, for completion of the rehabilitation into the future.

2.1. <u>Historical Data Review</u>

Garver will collect and review relevant information including:

- As-built drawings of each facility
- Previous applicable studies and reports
- Process data and daily monitoring reports for a three-year period

- Equipment maintenance records and Operations and Maintenance (O&M) manuals
- Develop sampling plan as needed to obtain additional data

2.2. Flow Projections/Load Projections

This subtask will evaluate existing flow and load projections and determine if any changes are necessary based on development trends and recent data. Garver will use the past 5 years of data to determine the anticipated flows and loadings to the facility.

The existing wastewater will be characterized by the City under the direction of Garver. These sample parameters will be utilized in projecting future loading rates for processes. This is anticipated to include multiple samples, with the analysis of each sample including BOD, Soluble BOD, COD, Soluble COD, TSS, Ammonia (as N), Total Phosphorus, and Soluble Phosphorus. The City will conduct the sampling and pay the costs of laboratory testing.

2.3. Condition Assessment

Garver will perform site visits at the WWTP with major discipline leads (Structural, Electrical, Process/Mechanical) to ascertain the physical condition of all the major process units, treatment basins, equipment, buildings, sludge processing units, and ancillary system components using visual observation. Performance condition will be ascertained through operator interviews and condition scoring. Garver will use the physical and performance condition data to determine a likelihood of failure and effective remaining useful life determination. Garver will also work with the City to develop criticality scoring ("consequence of failure") and combine the scores using industry-standard asset management techniques to develop a risk-based prioritization for asset replacement / renewal.

a. Cleaning and CCTV Inspection

The City will clean and televise the WWTP's influent trunk sewer line using closed circuit television (CCTV) equipment and high pressure jetting. Cleaning of sewer lines will only be performed as necessary to facilitate the CCTV inspections. The City will provide photos and videos in digital format on thumb drives or DVDs. The vendor hired by the City shall perform the CCTV scope of work using PACP coding protocols. It is anticipated that the CCTV scope will be up to 10,000 linear feet of sanitary sewer lines from 24-inch-diameter to 42-inch-diameter.

b. TV Video Review

Garver shall review the CCTV inspection data and identify each defect and degree of deterioration within the inspected sewer lines. Garver will perform TV video review for up to 10,000 linear feet of sanitary sewer trunk line, and shall use this information to develop a conceptual project cost estimate for rehabilitating/replacing the influent trunk sewer to the WWTP. The sewer rehabilitation project shall be included in the PIF described in Task 1 above.

2.4. Hydraulic and Process Modeling

Garver will perform hydraulic modeling of the existing facility. Modeling will be done for average flows and peak flows, and will be based on record drawings and surveyed elevations. A determination of the boundary conditions of the hydraulic model will be developed.

Garver will perform process modeling using GPS-X. A process model of the existing facility will be updated and calibrated based on the sampling described above, as well as the most recent data and flow/loading projections. The process modeling will also consider future nutrient removal regulations.

2.5. Conceptual Design Workshop

Garver will conduct a Conceptual Design Workshop with the City to present the results of the evaluation and establish the approach and expectations for design of the project. Garver will develop replacement cost estimates for the assets and present the final business risk exposure (BRE) scores and a long-term facility plan for the WWTP. City comments will be documented and incorporated into the Final Conceptual Design Report.

Deliverables:

a. Three (3) copies of the Draft Conceptual Design Report for review and comment by the City

b. Three (3) copies of the Final Conceptual Design Report incorporating draft review comments

c. Electronic (.pdf) file of the Conceptual Design Report

3. Site Surveys

3.1. Design Surveys

Garver's subconsultant will provide field survey data for designing the project, and this survey will be tied to the Owner's control network.

Through the use of the subconsultant, Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter (or tree line as appropriate), visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

4. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Easement coordination or easement documents.
B. SSES, I&I analysis, and/or sewer system survey.
C. Design of improvements off-site.
D. Utility relocation coordination or design.
E. Hydraulics and hydrology for floodway No-Rise Certification and Individual 404 permit.
F. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
G. Submittals or deliverables in addition to those listed herein.
H. Invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
I. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
J. Construction materials testing.
K. Environmental Handling and Documentation beyond those previously identified, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
L. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
M. Environmental Services beyond preparation and submission of an Environmental Information Document.
N. Sludge Management Plan
O. Warranty Assistance
P. Water Reuse Master Plan

Q. Utility rate study
R. TMDL and NPDES permitting assistance
S. Water Conservation Plan
T. Drought Management Plan
U. Extra Meetings
V. Jar Testing Services
W. Sampling Services
X. Additional meetings

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

5. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Condition Assessment	90 days from NTP
Conceptual Design Report	120 days from NTP (or receipt of data)
TWDB Project Information Form	Upon completion of the CDR
Topographical Survey	60 days from NTP

APPENDIX B

City of Bay City
WWTP Improvements Evaluation

FEE SUMMARY

Title I Services	Estimated Fees
Funding Assistance	$27,408.00
WWTP Condition Assessment	$39,560.00
Conceptual Design	$126,199.00
Site Surveys	$25,000.00
Subtotal for Title I Services	**$218,167.00**

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4078

AGENDA ITEM (ID # 4078)

~ DISCUSS, CONSIDER AND TAKE NECESSARY ACTION TO RATIFY WORK AUTHORIZATION #4 BETWEEN THE CITY OF BAY CITY, TEXAS AND GARVER, LLC FOR PROFESSIONAL SERVICES TO EVALUATE AND IDENTIFY IMPROVEMENTS TO THE CITY OF BAY CITY WATER SYSTEM.

BACKGROUND:

Date of Original Professional Services Agreement Approved by City Council on March 24, 2016. Garver was selected through a formal RFQ process. The original agreement allows for Supplemental Work Authorizations as approved the City. Work Authorization #4 was signed by the Mayor on August 1, 2019. This work authorization includes the water rate study and project funding assistance through the Texas Water Development Board (TWDB).

FINANCIAL IMPLICATIONS:

$ 388,023 Funding Source (Operational Savings) as approved in the Five Year Capital Plan and FY 2020 Annual Budget.

RECOMMENDATION:

Staff recommends the City Council ratify the attached agreement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

ATTACHMENT C-1

WORK AUTHORIZATION NO. 04
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of **Article 4** of **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") entered by and between the City of Bay City, Texas (the "City") and Garver, LLC ("Professional and/or Engineer").

PART I. The Engineer will perform engineering services generally described as:

Generally, the scope of services includes hydraulic modeling, preliminary design, a water rate study, and project funding assistance for improvements to the City of Bay City's Water System. Improvements will primarily address capacity, flow, and pressure issues in the North and East parts of the system..

In accordance with the project description attached hereto and made a part of this Work Authorization, the responsibilities of the City and the Engineer as well as the work schedule are further detailed in **Attachments B, C-1 and C-2** which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $388,023.00, payable on a lump sum basis. This amount is based upon fees set forth in **Appendix B**, Fee Summary, of the Contract and the Engineer's estimated Work Authorization costs which is attached and made a part of this Work Authorization. The maximum amount payable must be negotiated for the work authorization scope.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 2** thru **5** of the Agreement, and **Attachment A**, **Article 1**.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the Parties hereto and shall terminate on December 31, 2020, unless extended by a supplemental Work Authorization as provided in **Attachment A**, **Article 1**.

PART V. This Work Authorization does not waive the Parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

	July 29th, 2019
Signature	Date
Jeff Sober PE, Vice President	
Typed/Printed Name and Title	

THE CITY OF BAY CITY, TEXAS:

Signature	Date
Robert K. Nelson, Mayor	
Typed/Printed Name and Title	

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

	July 29th, 2019
Signature	Date
Jeff Sober PE, Vice President	
Typed/Printed Name and Title	

THE CITY OF BAY CITY, TEXAS:

	8/1/19
Signature	Date
Robert K. Nelson, Mayor	
Typed/Printed Name and Title	

APPENDIX A – SCOPE OF SERVICES

1. General

Generally, the scope of services includes hydraulic modeling, preliminary design, a water rate study, and project funding assistance for improvements to ***the City of Bay City's Water System.*** Improvements will primarily address capacity, flow, and pressure issues in the North and East parts of the system.

2. Hydraulic Modeling

Garver will complete the following hydraulic modeling tasks.

2.1. Initial Model Assessment

Garver will review the City's hydraulic model, master plan report, and distribution system SCADA data (if available), to assess the ability of the hydraulic model to accurately represent system conditions in the areas of interest for the project. Garver will make a recommendation on whether to complete the "Field Data Collection and Model Calibration" task based on the model assessment.

2.2. Field Data Collection and Model Calibration

Based on the results of the "Initial Model Assessment," and as directed by the City, Garver will prepare a field data collection plan that includes installation of pressure gauges with data loggers and hydrant flow tests to refine the model validation/calibration in the areas of interest. Garver will assist City staff with the field data collection, and Garver will update the hydraulic model based on the field data results. It is anticipated that one round of field data collection and model calibration will provide sufficient model accuracy for completing the hydraulic evaluations for this project. Any additional field data collection or model calibration (beyond the first round) will be considered as extra work.

2.3. Demand Allocation

Garver will evaluate the future demand alternatives in the City's model against the model's existing demand alternatives and demands for proposed residential, commercial, and industrial development to identify potential demand alternative deficiencies. Garver will update demand alternatives, as necessary, to reflect demands associated with proposed development.

2.4. Hydraulic Model Evaluations

Garver will model the new Water Plant No. 7 and identify the following associated with infrastructure improvements:

- Flow and head requirements for the booster pump station.
- Pipeline sizes for new transmission infrastructure.
- Locations of existing hydraulic bottlenecks in the system and proposed pipeline sizes to alleviate these bottlenecks.

Improvments will be evaluated both for existing conditions (assumed to be similar to 2020 conditions in the hydraulic model) and future conditions through the 2050 model scenarios.

2.5. Hydraulic Modeling Technical Memorandum

Garver will compile the results of the hydraulic modeling activities into a technical memorandum (TM) and present the results of the modeling at a workshop with City staff.

3. Preliminary Design

Upon completion of the hydraulic modeling task(s), Garver will perform Preliminary Design on the new Water Plant No. 7, which is generally anticipated to include: a new well, ground storage tank, hydropneumatic tank, and booster pump station, disinfection equipment, as well as ancillary components. The Preliminary Design phase submittal will include calculations for sizing the various components, equipment selection, preliminary drawings and an opinion of probable construction cost. The preliminary design phase will represent approximately 30 percent design. Miscellaneous improvements to distribution system mains may also be required to meet hydraulic needs within the City; conceptual engineering for these will be included in the PER. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the Preliminary Design into the Final Design.

Garver will work with the City to evaluate the site location, and determine if an alternative site would provide more benefits and/or lower costs. Topographic surveying will not proceed until site selection has been completed.

4. Site Surveys

4.1. <u>Design Surveys</u>

Garver’s subconsultant will provide field survey data for designing the project, and this survey will be tied to the Owner’s control network.

Through the use of the subconsultant, Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter (or approximate tree line where appropriate), visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

4.2. <u>Property Surveys</u>

Garver’s subconsultant will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

5. Geotechnical Investigation

See attached proposal for the geotechnical investigation.

6. Hydrogeological Investigation

6.1. <u>Hydrogeological Assessment Study</u>

Perform a desktop study and assessment of the aquifer by collecting historical data, including water level, water quality samples, and well efficiencies of the water system.

Collect pertinent data and geophysical logs to aid in the assessment of the aquifer. This assessment will be incorporated into the Hydrogeological Assessment Study that is required by the Coastal Plains Groundwater Conservation District (GCD) for amended operating permits.

6.2. Selection of Well Site(s)

The Garver Team will assist the City in selecting the new well site. The site will be selected based on several factors that include: a visit to the property, a 2,500-foot spacing requirement from other wells (per GCD rules), the Hydrogeological Assessment Study, and the City's location preferences.

6.3. Amendment to the Existing GCD Operating Permit

Coordinate with Coastal Plains GCD and assist the City to add the new water well to the existing GCD Operating Permit. Amendments to increase the City's capacity for groundwater withdrawals are not anticipated as part of this scope of work.

7. Final Design (NOT USED this Phase)

Scope to be developed once the hydraulic modeling and preliminary engineering have been completed.

8. Water/Wastewater Rate Study

See attached scope of work related to the water/wastewater rate study.

9. Project Funding Assistance

9.1. Evaluate Grant Feasibility

To evaluate the grants' feasibility, Garver will review a list of factors to determine whether the grants should be pursued. Factors include cost share, funding limitation, application length, administrative requirements, etc. Some grants may not have a high enough value to warrant the amount of work needed to prepare the application. Evaluating the grants' feasibility will be a very strategic process to maximize impact. Once Garver has noted the specific requirements for evaluation, we will meet with the City staff to discuss and establish a criteria for determining which grants should be pursued.

9.2. Prepare Grant Application

Grant applications will vary in length. Generally the higher the funding offered, the more in-depth the grant application. For most grants that would be feasible for the City, it is estimated that the average grant will require two to three weeks for gathering the needed information, preparing the supporting documents, and writing the grant application. Each grant award comes with an instruction guide from the funding agency. Ensuring compliance to every requirement in the instruction guide is critical from the font size to the attachments allowed.

9.3. Grant Submission

The City must submit the grant applications directly to the funding agency. Federal grants normally require a City Resolution that clearly identifies and approves the submission of the grant and its intended purpose. Most funding sources have electronic submission and some site registrations may be needed. Each submission requires a named City contact. The contact should be the person that can answer questions about the grant application, details, financial questions, and access supporting documents. Minimal assistance from Garver is anticipated for this task.

9.4. Grant Administration

Once the City is notified that they have been selected for an award, the grant documentation system will need to be developed. Document management is key to successful grant administration and the use of the PMIS will greatly assist in this effort. Grant administration is not included in this scope of work.

9.5. Evaluation of Loan Programs

Garver will review the City's funding circumstances for CIP projects and develop recommendations for SRF and WIFIA loan applications, concurrent with the water and sewer rate study tasks. Both loan programs require a repayment plan that demonstrates the City's ability to meet the loan's repayment obligations through water rates and/or other funding sources.

This scope of work assumes up to four (4) grant and/or loan assistance programs will be applied for, and it includes the effort to assist the City with the application documents and attachments. Once successful in obtaining grant(s) and/or loan(s), the grant or loan administration would be additional services.

10. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Hydraulic Modeling Technical Memorandum.
B. Three copies of the Preliminary Design with opinion of probable construction cost.
C. One copy of the Preliminary Plans to each potentially affected utility company.
D. Water Rate Study Report.
E. Rate Model.
F. Electronic files as requested.

11. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Submittals or deliverables in addition to those listed herein.
C. Design of any utilities relocation other than water and sewer.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

12. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Hydraulic Modeling	90 days from NTP
Preliminary Design	120 days from NTP
Site Surveys	60 days
Water Rate Study	90 days
Project Funding Assistance	Concurrent with Water Rate Study

WATER AND WASTEWATER RATE STUDY
SCOPE OF SERVICES

Scope of Services

Task PM – Project Management

Task PM.1
Prepare, provide and maintain an electronic Microsoft Project schedule. Provide updated schedule to City at monthly progress meetings.

Task PM.2
Prepare and submit weekly progress reports to summarize tasks accomplished during previous week, any issues identified, and work planned for following week.

Task PM.3
Meet with City staff at least monthly to discuss project status and upcoming workshops and deliverables. 2 monthly progress meetings are anticipated.

Task PM.4
Prepare and submit monthly invoices documenting work completed and status of project.

Task 1 – Project Orientation

Task 1.1
Provide data request list of financial, statistical, operating and engineering data needed to complete study.

Task 1.2
Review data received from City for completeness. Determine if follow-up data or clarification is needed.

Task 1.3
Facilitate Project Orientation Workshop to confirm study expectations and objectives, discuss the study approach, review scope of services, establish study schedule, identify data required for study, review current practices and procedures, discuss potential changes to rate methodology and structure, discuss rate model, and introduce next workshop topic.

Task 1.4
Prepare technical memorandum summarizing Project Orientation Workshop discussion.

Task 2 – Customer Usage / Demand Characteristics

Task 2.1
Evaluate historical water and wastewater utilities customer service characteristics by customer class and meter size as follows:

- Number of accounts.
- Billable water use.
- Billable use per account.

Task 2.2
Prepare water bill frequency analysis for each customer class to evaluate changes in water usage per rate block.

Task 2.3
Forecast trends in water and wastewater utilities customer service characteristics by customer class and meter size.

Task 3 – Revenue Requirements

Garver will develop separate financial plans for the water and wastewater utilities for the 10-year study period, FY 2020 through FY 2029.

Task 3.1

Calculate revenue under current rates for each customer class using bill frequency information developed in Task 2.

Task 3.2
Project annual capital costs of water and wastewater utilities as follows:

- Review capital improvement program (CIP) to identify projects eligible for funding from various sources.
- Inflate program costs based on historical cost trends.
- Identify optimum mix of funding sources for CIP including bond proceeds, state loans, impact fees and cash reserves. If preferred funding source is not available to fully fund eligible CIP projects, determine impact on retail rates.
- Determine debt service payments, reserve requirements, and other annual costs associated with potential bond issues and state loans.
- Identify debt service on existing bonds and loans.
- Forecast routine capital outlay.

Task 3.3
Project annual operation and maintenance expenses (O&M) of water and wastewater utilities for study period as follows:

- Inflate O&M expenses based on historical cost trends.
- Determine O&M adjustments due to changes in operations (e.g., optimization, regulatory).

Task 3.4
Develop up to three individual cash flow forecasts for water and wastewater utilities for study period that produce sufficient rate revenue to meet revenue requirements, provide adequate reserves and provide required debt service coverage.

Task 3.5
Facilitate two Revenue Requirement Workshops with City representatives to review baseline financial modeling results and assumptions, develop and test alternative financial plans and identify optimal financial plan.

Task 3.6
Prepare technical memoranda summarizing Revenue Requirement Workshop discussions.

Task 4 – Cost of Service

Garver will prepare water cost of service analysis in accordance with accepted methods of American Water Works Association. Garver will prepare wastewater cost of service analysis in accordance with accepted methods of Water Environment Federation.

Task 4.1
Identify customer classes for each utility that have similar service characteristics. Consider new customers classes, including industrial customers. Determine annual units of service for each class.

Task 4.2
Review current wastewater strength groups for appropriateness of customer classifications and typical wastewater strengths of each group. Identify groups and/or customer types that should be sampled to determine typical biochemical oxygen demand (BOD) and total suspended solids (TSS).

Task 4.3
Allocate annual cost of service to each customer class as follows:

- Allocate operating and capital costs to functional categories. Water functional categories include raw water supply, water treatment, transmission and distribution systems, and pumping. Wastewater functional categories include collection system, lift stations, and wastewater treatment.
- Classify functional costs into appropriate cost components. Water cost components include base, maximum day, maximum hour, and customer. Wastewater cost components include volume, strengths (BOD, TSS), and customer.
- Distribute functionalized costs to customer classes in proportion to class units of service.
- Compare class cost of service with revenue from existing rates to determine equitability of existing rates.

Task 4.4
Facilitate Cost of Service Workshop with City representatives to review allocations to functional categories, cost components, and customer classes and develop a strategy for recovering cost of service from each customer class.

Task 4.5
Prepare technical memorandum summarizing Cost of Service Workshop discussion.

Task 5 – Rate Design

Garver will design water and wastewater rates to produce adequate revenue, recover class cost of service and comply with appropriate City policies.

Task 5.1
Review existing rate structure to determine its ability to meet City's objectives.

Task 5.2
Consider changes to current rate methodology and structure, including but not limited to Outside City rates and modification of Average Winter Consumption calculation and application.

Task 5.3
Design water and wastewater rates to produce adequate revenue, equitably recover class cost of service, and comply with City policies. Existing rate structure and up to two alternative rate structures will be considered.

Task 5.4
Prepare comparison of typical single family residential monthly water and wastewater bills under existing and alternative rates.

Task 5.5
Survey up to 10 comparable utilities' rates for comparison with current and proposed City rates.

Task 5.6
Facilitate Rate Design Workshop with City representatives to select proposed rate structures. Rate Design Workshop will discuss proposed rate changes and projected impacts on customers and identify strategies for implementing proposed rate structures.

Task 5.7
Prepare technical memorandum summarizing Rate Design Workshop.

Task 6 – Study Report

Task 6.1
Prepare one version of draft report that documents study assumptions, procedures, findings and recommendations.

Task 6.2
Facilitate Draft Report Workshop with City representatives to review draft report and City comments.

Task 6.3
Modify draft report to reflect comments received from City representatives and provide final report to City.

Task 7 – Model Training

Task 7.1
Finalize eForecast rate model to produce recommended rate structure.

Task 7.2
Prepare eForecast User Manual to guide City staff through process of updating eForecast model annually.

Task 7.3
Facilitate 8-hour model training session (two half-day sessions) to train City staff on process of updating eForecast model annually.

Task 7.4
Deliver final eForecast model and eForecast User Manual to City.

Additional Services

Garver will provide additional services to those included in the Rate Study Scope of Services. These services will be conducted upon written authorization from the City and may include the following tasks:

Task 8 – Stakeholder Meetings

Garver will attend stakeholder meetings, as requested, to present study recommendations to elected officials, wholesale customers, and the public. Garver will support City staff by preparing presentation materials and informational brochures to distribute at stakeholder meetings. If requested, Garver will make presentations to stakeholders.

Task 9 – Evaluation of Ancillary Charges

Garver will review City's cost of service model for ancillary charges and recommend modifications, as necessary, to maintain cost-based ancillary charges. Adjustments to revenue from ancillary charges will be considered in revenue requirements (Task 3). Garver will produce technical memorandum summarizing assumptions, procedures, findings and recommendations of ancillary charge evaluation.

Task 10 – Customer Service Training

Upon completion of rate study, Garver will facilitate 2-hour session with City's Customer Service representatives to introduce proposed rate schedule and explain changes from current rate schedule. Customer Service representatives will be prepared to explain costs included in each component of utility bill and answer customer questions regarding utility bill.

APPENDIX B

City of Bay City
Water System Improvements

FEE SUMMARY

Title I Services	Estimated Fees
Hydraulic Modeling	$42,332.00
Preliminary Engineering	$187,699.00
Site Surveys	$15,136.00
Geotechnical Investigation	$47,682.00
Hydrogeological Investigation	$38,500.00
Final Design	NOT INCLUDED
Water Rate Study	$29,620.00
Project Funding Assistance	$27,054.00
Subtotal for Title I Services	**$388,023.00**

KUO
& associates, Inc.
Consulting Engineers
& Surveyors

10700 Richmond Ave, Suite 113
Houston, TX 77042
Tel: (713) 975-8769
Fax: (713) 975-0920
www.kuoassociates.com

December 06, 2018

Daniel Olson, PE
Garver
12141 Wickchester Lane, Suite 640
Houston, TX 77079

Re: Bay City Proposed Water Plant
Topographic & Boundary Surveying

Dear Mr. Olson

Kuo & Associates, Inc. is pleased to submit this proposal to perform the following services for the above referenced project.

1. Item 1: Topographic Surveying Services
2. Item 2: Boundary Surveying Services

The project site location is determined yet, however a 2-acre site (clear of wooded area) is anticipated for this proposal.

The scope of work and fee will be as follows:

SCOPE OF WORK

Topographic Surveying:

Scope of work includes topographic surveying a 2 acre site (location to be determined) within Bay City. Survey shall comply with Bay City Surveying criteria and Category 6, Condition 2 survey of the latest TSPS Manual of Practice, as applicable for the scope of limited survey. In general, the scope of work will be including the following:

- Horizontal and vertical controls will be established based on the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88.
- A nearby City or any other recognized monument will be used as project benchmark.
- Establish site TBM and controls for surveying work
- Survey the area marked in more or less 50'x50' grid for elevations.
- Survey all above ground visible utility and topo features within the marked area
- Survey 150' of access road to the site
- Invert all manholes and inlets within the surveyed area
- Delineated estimated property lines based on available record information
- Limited utility research
- Prepare a plan drawing of the site containing all existing topographic information, and underground and overhead utility lines. All utility lines will be shown based on field verified information and available record drawing (Level C & D SUE).
- Prepare a survey control map with controls information

Boundary Surveying:

Boundary survey will be performed for preparing plats and metes and bounds description for the above referenced project.

Survey will comply with Category 1A, Condition 2 survey of the latest TSPS Manual as applicable/feasible. In conformance, the scope of work will include the following:

- Searching and surveying monuments for property boundary
- Abstracting and deed research
- Preparing plat map drawing
- Preparing metes and bound description for the parcel
- Map check closure for the parcel
- Setting the parcel on the ground as appropriate

To our understanding, your office will be arranging access to the site.

Exclusions:

The following tasks and any items not mentioned above are **excluded** from the scope of this proposal

- Any profile drawing
- Any Level A and B SUE category survey to locate any underground lines
- Accessing and surveying any confined spaces (if any)
- Survey interior of the building/structures (if any)
- Surveying SUE findings (by others)

FEE AND SCHEDULE:

Fees and Schedule for the tasks are estimated as follows:

Item	Scope	Fee	Schedule
1	Topographic Survey	$8,762.00	30 days
2	Boundary Survey	$4,998.00	15 days *

*in addition to time taken for Item 1

The fees and schedule may subject to revisions once the actual location of the site is known.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,

Shaheen Chowdhury

Shaheen Chowdhury, P.E., R.P.L.S.
President

HVJ ASSOCIATES

Houston
Austin
Dallas
San Antonio

6120 S. Dairy Ashford Rd.
Houston, TX 77072-1010
281.933.7388 Ph
281.933.7293 Fax
www.hvj.com

December 17, 2018

Mr. Daniel N. Olson, PE
Southeast Texas Business Team Leader
Garver
12141 Wickchester Lane, Suite 640
Houston, TX 77079

Re: Geotechnical Investigation
City of Bay City – New Water Plant
Bay City, Texas
Owner: City of Bay City
HVJ Proposal No. HG1810428

Dear Mr. Olson:

HVJ Associates, Inc. is pleased to submit this proposal for providing a geotechnical investigation for the above-captioned project. This proposal outlines our understanding of the scope of the project and presents our approach and our fees for providing the investigation.

The project includes construction of a new Water Plant on a 2-acre site in Bayport, Texas. The proposed facilities at the Water Plant include construction of a 50-foot diameter water storage tank, pump station, hydropneumatic tank, disinfection system, and ancillary components, including access road and electrical infrastructure. Our scope of work includes providing recommendations for the proposed ground storage tank, pump station slab, access road, approximately 3,000 linear feet water line, and shallow foundations for the various future components at the site. We understand that the invert depth of the water line is about 8 feet below the existing grade. A layout of the site plan showing the proposed structures is not available to us at the time of writing this proposal.

The purpose of this study is to provide design and construction recommendations for the proposed structures and utilities.

Scope of Work
Based on the information provided to us by Garver, we propose to undertake the following geotechnical investigation program:

Mr. Daniel N. Olson, PE
HG1810428
December 17, 2018

Proposed Borings

Proposed Structure	Number of Borings	Boring Depth (feet)	Drilling Depth (feet)
50-foot diameter Ground Storage Tank	1	60	60
	2	35	70
Pump Station Slab	2	25	50
Access Road	1	20	20
Water Line	3*	20	60
Discharge Assembly/At grade Motor for Groundwater Well	1	30	30
Miscellaneous Structures	3**	20	60
Total			**350**

*Number of borings may be revised after the waterline alignment is finalized.
**Number of borings will be updated after the layout is finalized.

The number and depth of borings for the ground storage tank have been planned in accordance with ACI 372R-13. The borings will be drilled continuously to a depth of 20 feet and at 5-foot intervals thereafter to the boring termination depths. All the boings will be drilled in accordance with Harris County design guidelines. We propose to convert three borings into 20-foot piezometers based on water levels encountered during drilling. Groundwater levels in the piezometers will be obtained 24 hours after initial installation and at 30 days after installation. The piezometers will be abandoned after taking the final water readings.

All boreholes will be backfilled with soil cuttings and bentonite chips to the full boring depth. The borings will be used to determine site stratigraphy and to obtain samples for laboratory testing. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other well-established procedures. Results of the field and laboratory data will be used to develop recommendations for the proposed structures.

A report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,

- Underground utilities design and construction recommendations by open-cut and trenchless techniques,
- Foundation recommendations for the pump station slab and other structures,
- Ground storage tank foundation recommendations,
- Access road pavement subgrade preparation recommendations,
- Soil corrosion potential for piping, and
- Structural fill requirements and general earthwork recommendations.

Schedule

We expect to complete our geotechnical investigation in about eight to ten weeks, following our receipt of your written notice to proceed for each Phase. If requested, verbal recommendations can be provided throughout the progress of the investigation as testing is completed.

Two draft copies of our geotechnical reports will be delivered for review by Garver. After approval of our draft reports by Garver, two final copies of the combined report will be submitted.

Fee and Conditions

Based on the scope of work outlined, the estimated not to exceed fee for our services is $43,347. The exact fee will be based on actual time and material incurred by not exceeding the estimated fee without prior approval from Garver. A detailed cost estimate for the proposed work is attached. This estimate is made with the assumption that the site is accessible to truck-mounted drilling equipment and that no pavement coring is required. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month.

The scope of work described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. HVJ Associates will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization from Garver.

Laboratory samples will be held for no more than a period of six months after completion of the draft report or 3 months after completion of the final report, whichever is less. Garver will be responsible for providing the required information for design and site plans suitable for use as a base map for our plan of borings. In addition, Garver will be responsible for surveying the horizontal and vertical locations upon completion of drilling. If needed, HVJ Associates will provide assistance in locating boreholes within two weeks of completion of drilling, and notification of Garver.

Mr. Daniel N. Olson, PE
HG1810428
December 17, 2018

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Please call us if you have any questions or require additional information.

Sincerely,

SVedantam

Sharmi Vedantam, PE
Branch Manager, Houston

SV

Agreed to this ______ day of ________________________________, 20______________________

By: ____

Title: ____

Firm: ____

Phone Number: ______713-491-8333____

Date to Start Work: ____

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4068)

Meeting: 11/19/19 06:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 4068

~ DISCUSS, CONSIDER, AND/OR APPROVE AN ORDINANCE ADOPTING FINAL BUDGET AMENDMENTS FOR THE YEAR ENDING SEPTEMBER 30, 2019.

BACKGROUND:

The legal level of budgetary control for the City of Bay City lies at the departmental level. Any revisions that alter the amount of total expenditures/expenses of the department must be approved by City Council.

FINANCIAL IMPLICATIONS:

Amending the budget provides a revised parameter for the budget.

RECOMMENDATION:

Recommend City Council approve the budget amendments as presented with an effective date of September 30, 2019.

ATTACHMENTS:

Ordinance and Budget Amendments

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jason W. Childers, Mayor Pro Tem
SECONDER:	Becca Sitz, Councilwoman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, ADOPTING A "BUDGET AMENDMENT #5 TO THE "ANNUAL BUDGET OF THE CITY OF BAY CITY, TEXAS, FOR THE FISCAL YEAR 2019"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 1622, the City of Bay City, Texas, adopted its "Annual Budget" for Fiscal Year 2019;

WHEREAS, the City Council has determined the revenues and/or reserves are available for supplement appropriation and/or transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2019; now, therefore,

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby to be true and correct.

Section 2. The "Annual Budget" of the City of Bay City, Texas, for the Fiscal Year 2018, is hereby amended as shown on "Budget Amendment #5" to the Original Budget of the City of Bay City, Texas, for the Fiscal Year 2019, attached hereto. These amendments are for municipal purposes. Said Budget Amendment shall be attached to and made a part of such Annual Budget by the City Secretary and shall be filed as required by state law, a true ad correct copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held constitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bay City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or constitutional, whether there be one or more parts.

PASSED AND APPROVED on first and final reading this 19th day of November 2019.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

David Holubec, City Secretary

APPROVED as to FORM:

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Brent Marceaux	________	________	________
Bill Cornman	________	________	________
Julie L. Estlinbaum	________	________	________
Becca Sitz	________	________	________
Jason Childers Mayor Pro-Tem	________	________	________

____
Robert K. Nelson, Mayor

ATTEST:

____
David Holubec, City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

____
Anne Marie Odefey, City Attorney

BUDGET AMENDMENT

DEPARTMENT: **General Fund** Date: **9/30/2019**

Reason for Budget Amendment: (Please indicate)

	1. New revenues (originally unbudgeted) are available.
	2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
	3. A new project, program or special expenditure has been authorized.
X	4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

Brief Description of Request: **FY2019: General Fund - Various Departments**
Year End Budget Amendments- Net effect is zero.
Effective Date 9-30-19

Account Description	Fund #	Account #	*Expenditure Increase* Debit	*Exp. Decrease or Rev. Increase* Credit	Notes
Contracted Services	11	415-4425	$ 12,000		Increase Expense- Admin Council
Contracted Services	11	418-4425	$ 5,000		Increase Expense- Human Resource
Salaries and Wages	11	430-4105	$ 5,300		Increase Expense- Finance
Credit Card Fees	11	430-4433	$ 1,000		Increase Expense- Finance
Property Abatements	11	450-4418	$ 5,000		Increase Expense- Police
Salaries and Wages	11	490-4105	$ 10,000		Increase Expense- Library
Over Time	11	490-4106	$ 8,000		Increase Expense- Library
Salaries & Wages	11	483-4105		$ 30,000	Decrease Expense- Pools
Salaries & Wages	11	475-4105		$ 16,300	Decrease Expense- Street & Bridge

The amendments above relate to the following:

Admin Council - Interim City Manager costs not in original budget

Personnel - Increased costs in on site drug screenings. FSA admin costs not in original budget.

Finance - Increased cost in salary due to October 2018 council approved increases (2.5%) not reflected in original budget; increased credit card fees due to more citizens paying with credit cards (in-house or online)

Police - Increased costs in mowing and filing liens.

Library - Increased cost in salary due to October 2018 council approved increases (2.5%) not reflected in original budget; Overtime related to increased programs hosted by Library & time staff had to work during Library renovations.

Amendments were offset with salary vacancy savings.

TOTAL			**$ 46,300**	**$ 46,300**	

Finance Director Signature: ______________ $ 11-12-19 Date

Authorized by: ______________ Council Authorized Signature [Ord #] ______ Date

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4069)

Meeting: 11/19/19 06:00 PM
Department: Finance
Category: Report
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 4069

~ DISCUSS, CONSIDER, AND/OR APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2019.

BACKGROUND:

The Public Funds Investment Act (Chapter 2256, Government Code) requires the City's Investment Report to be reviewed by the governing body at least quarterly.

FINANCIAL IMPLICATIONS:

An investment policy itself protects City dollars by restricting certain types of transactions. It also enables the City to invest in other instruments to increase interest earnings.

IMPACT ON COMMUNITY SUSTAINABILITY:

The report permits an outside reader to evaluate the performance of the investment program.

RECOMMENDATION:

Staff recommends City Council approve the Quarterly Investment Report.

ATTACHMENTS:

Investment Report as of September 30, 2019

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Jason W. Childers, Mayor Pro Tem
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

CITY OF BAY CITY, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED SEPTEMBER 30, 2019

The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of Bay City, Texas and the Public Funds Investment Act of the State of Texas.

Investment Officer: ______________________
Scotty Jones, Finance Director

Date: 11-12-2019

Investment Report
Quarter Ended September 2019

The City has a weighted average portfolio of 83 days with an average book yield of 2.14%. City is relatively liquid with 89% of the portfolio in a 0-1-year maturity. Average interest rates have remained relatively flat since prior quarter except for the pools. The pools are starting to decline. All short-term investments average less than 3%. Investment earnings are $47,855.82 for the quarter and down $6,091.52 as compared to the same quarter last year. The investment strategy currently is to stay short with diversification (Checking, Investment Pools, and Securities less than 3 years to maturity) to minimize interest rate risk in the future.

September 30, 2019 Balances

	Total Bal by Type	% of Portfolio
IBC (Pooled Cash)	$539,297.47	6%
Prosperity Bank	$285,022.44	3%
Petty Cash/Cash Drawers	$3,612.00	0%
Texpool	$4,371,734.13	48%
Texas Class	$2,870,372.99	32%
CD's	$-	0%
Securities	$995,000.00	11%
	$9,065,039.03	100%

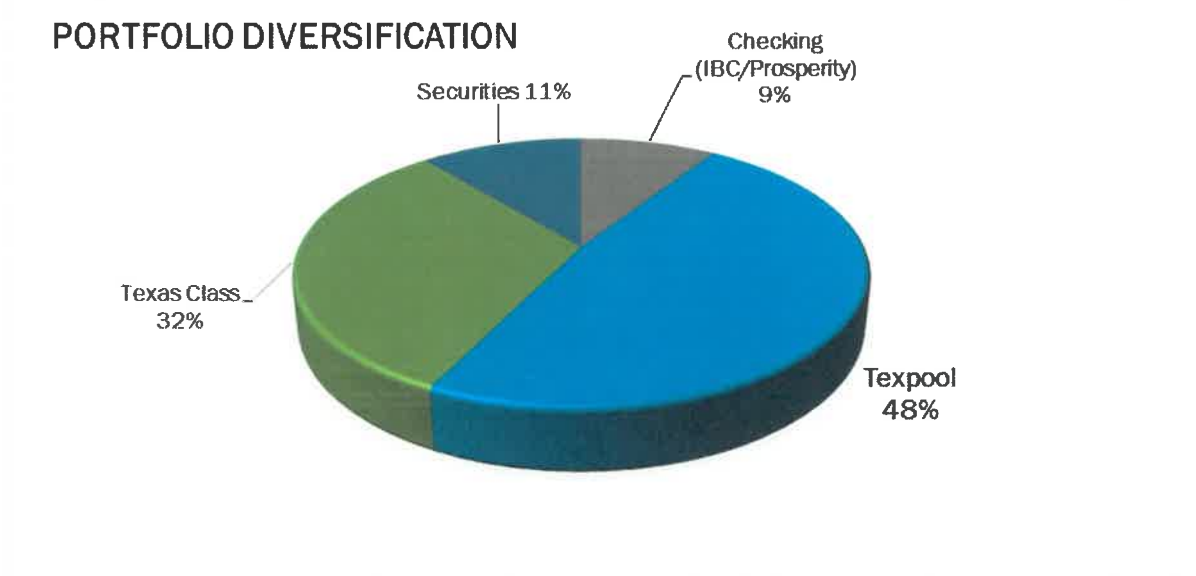
Interest Earnings

Interest received during the 4th quarter totaled $ 47,855.82 and represents interest paid on checking accounts and investments.

Portfolio	Qtr 9-30-19	Qtr 9-30-18	Over Prior Year
Interest Received	$47,855.82	$53,947.34	$<6,091.52>

Portfolio Diversification

Portfolio Diversification is used to create a structure to reduce investment risks and a portfolio that will experience minimal volatility during economic cycles.



Portfolio Maturity Schedule

The goal is to ladder the City's portfolio. Due to some economic uncertainty and low interest rates, staying short for investment purposes is the strategy for any investments.

Years to Maturity	Face Value	% Total
0-1	$8,070,039.03	89%
1-2	$ 495,000.00	5%
2-3	$ 500,000.00	6%
3-4	$ 0	0%
4-5	$ 0	0%
Total	**$9,065,039.03**	**100%**

City of BAY CITY vs. Benchmarks
for Quarter Ending September 30, 2019

BOOK VALUE	MARKET VALUE	Unrealized Gain/<Loss>	Average Book Yield	Benchmark Pools	Benchmark 90 Day T-Bill
$ 9,065,039	$ 9,070,341	5,302.00	2.14%	2.27%	1.94%

	Weighted Average		
Maturity	83.06 Day(s)	2.14%	Yield

INVESTMENT PORTFOLIO- CITY OF BAY CITY- BY FUND

for Quarter Ending September 30, 2019

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
All Funds								
GENERAL FUND								
General Fund								
IBC (Pooled Cash)	11-1100	$ 322,609.19	0.50%	IOC				
Cash Drawers	11-11XX	$ 752.00					N/A	
Petty Cash	11-11XX	$ 1,320.00					N/A	
Investments-TEXPOOL	11-1125	$ 922,276.83	2.24%	LOC GOVT POOL				$ 922,276.83
Investments-Texas Class	11-1130	$ 553,472.90	2.30%	LOC GOVT POOL				$ 553,472.90
Prosperity	11-1111	$ 285,022.44	0.80%	IOC				
Certificates of Deposit	11-1220	$ -	0.00%	CD			$ -	$ -
Securities	11-1215	$ 995,000.00	2.52%	SEC		See maturity sched.		$ 1,000,302.00
TOTAL GENERAL FUND		$ 3,080,453.36						
CAPITAL PROJECT FUNDS								
Street Construction / Maintenance Fund								
IBC (Pooled Cash)	28-1100	$ 104,294.85	0.50%	IOC				
Investments-TEXPOOL	28-1125	$ 405,756.05						$ 405,756.05
TOTAL STREET MAINT. FUND		$ 510,050.90						
Capital Project Fund (TXDOT Sidewalk)								
IBC (Pooled Cash)	31-1100	$ 6,521.87	0.50%	IOC				
Investments-TEXPOOL	31-1125	$ 3,834.84	2.24%	LOC GOVT POOL				$ 3,834.84
TOTAL PROJECT FUND		$ 10,356.71						
2018 Tax Note- Building Improvements/Road Equip.								
IBC (Pooled Cash)	34-1100	$ (353,638.64)	0.50%	IOC				
Investments-TEXPOOL	34-1125	$ 408,527.91	2.24%	LOC GOVT POOL				$ 408,527.91
TOTAL SERVICE CENTER PROJECT		$ 54,889.27						
2016 CO'S- Phase III Street Project								
IBC (Pooled Cash)	36-1100	$ (394,853.69)	0.50%	IOC				
Investments-TEXPOOL	36-1125	$ 604,189.26	2.24%	LOC GOVT POOL				$ 604,189.26
TOTAL PHASE III STREET PROJECT		$ 209,335.57						
TOTAL CAPITAL PROJECT FUNDS		$ 784,632.45						
DEBT SERVICE FUND								
09,10,13,14,16 Series I & S								
IBC (Pooled Cash)	80-1100	$ 135,643.03	0.50%	IOC				
Investments-TEXPOOL	80-1125	$ 9,366.44	2.24%	LOC GOVT POOL				$ 9,366.44
Investments-Texas Class	80-1130	$ 76,736.51	2.30%					$ 76,736.51
TOTAL I & S FUND		$ 221,745.98						
TOTAL DEBT SERVICE		$ 221,745.98						

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
SPECIAL REVENUE FUNDS								
TIRZ Fund								
IBC (Pooled Cash)	20-1100	$ 9,968.36	0.00%	IOC				
TOTAL TIRZ FUND		$ 9,968.36						
Hazard Mitigation Fund								
IBC (Pooled Cash)	23-1100	$ (975,000.66)	0.50%	IOC				
TOTAL HAZARD MITIGATION FUND		$ (975,000.66)						
Hotel Occupancy Tax Fund								
IBC (Pooled Cash)	25-1100	$ 405,420.22	0.50%	IOC				
TOTAL HOTEL FUND		$ 405,420.22						
Donation Fund (Service Center & Parks)								
IBC (Pooled Cash)	21-1100	$ -	0.50%	IOC				
USO-PROSPERITY BANK	21-1115	$ -	0.80%	IOC				
TOTAL DONATION FUND		$ -						
Police Forfeiture Fund								
IBC (Pooled Cash)	24-1100	$ -	0.50%	IOC				
Police Forfeiture Account	24-1115	$ 44,181.95	0.50%	IOC				
Police Pending Forfeiture Account	24-1116	$ 9,763.21	0.50%	IOC				
TOTAL FORFEITURE FUND		$ 53,945.16						
Building Security Fund								
IBC (Pooled Cash)	27-1100	$ 32,326.70	0.50%	IOC				
TOTAL BUILDING SEC FUND		$ 32,326.70						
Court Technology Fund								
IBC (Pooled Cash)	29-1100	$ 27,500.29	0.50%	IOC				
TOTAL COURT TECHNOLOGY FUND		$ 27,500.29						
TCF Sidewalk								
IBC (Pooled Cash)	32-1100	$ (72,986.50)	0.50%	IOC				
TOTAL TCF/CDGB GRANT PROJECTS		$ (72,986.50)						
TOTAL SPECIAL REVENUE FUNDS		$ (518,826.43)						

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
ENTERPRISE FUNDS								
Public Utility Fund								
IBC (Pooled Cash)	61-1100	$ 594,420.08	0.50%	IOC				
Cash Drawer-UTILITY BILLING	61-1102	$ 150.00						
Cash Drawer-FAC	61-1104	$ 150.00						
Cash Drawer-UTILITY	61-1105	$ 1,240.00						
Restricted Cash (Disaster Recovery)	61-1114	$ -	0.50%	IOC				
Investments-TEXPOOL	61-1125	$ 1,316,972.03						$ 1,316,972.03
Investments-TEXAS CLASS	61-1130	$ 2,240,163.58	2.30%	LOC GOVT POOL				$ 2,240,163.58
Certificates of Deposit	61-1220	$ -	0.00%	CD				$ -
Securities	61-1215	$ -	2.52%	SEC		See maturity schedule		$ -
TOTAL UTIL OPER FUND		**$ 4,153,095.69**						
Utility Construction Funds								
Utility Construction Funds- Cottonwood Liftstation								
IBC (Pooled Cash)	62-1100	$ 66,783.37	0.50%	IOC				
Investments-TEXPOOL	62-1125	$ 498,540.29	2.24%	IOC				$ 498,540.29
TOTAL UTILITY CONSTRUCTION FUND		**$ 565,323.66**						
2016 CO'S- Grace WWTP/Waterline Hwy 60N, etc								
IBC (Pooled Cash)	66-1100	$ 22,746.65	0.50%	IOC				
Investments-TEXPOOL	66-1125	$ 124,006.67	2.24%	LOC GOVT POOL				$ 124,006.67
TOTAL 2016 UTILITY PROJECT FUND		**$ 146,753.32**						
TOTAL UTIL CONSTRUCTION FUNDS		**$ 712,076.98**						
Utility Debt Service Funds								
PUF- 2012,2014,2016 Bonds								
IBC (Pooled Cash)	63-1100	$ (896.31)	0.50%	IOC				
Restricted Cash (2009 Bond)	63-1114	$ -	0.50%	IOC				
Investments-TEXPOOL	63-1125	$ 78,263.81	2.24%	LOC GOVT POOL				$ 78,263.81
TOTAL UTILITY DEBT FUND		**$ 77,367.50**						
TOTAL UTIL DEBT SERVICE		**$ 77,367.50**						
TOTAL ALL UTIL FUNDS		**$ 4,942,540.17**						
Airport Fund								
Airport Operating Fund								
IBC (Pooled Cash)	64-1100	$ 303,535.77	0.50%	IOC				
TOTAL AIRPORT OPERATING FUND		**$ 303,535.77**						
TOTAL AIPORT FUND		**$ 303,535.77**						
INTERNAL SERVICE FUNDS								
Information Technology								
IBC (Pooled Cash)	81-1100	$ 30,793.27	0.50%	IOC				
TOTAL INFORMATION TECHNOLOGY		**$ 30,793.27**						
Maintenance Fund (Facilities/Equipment)								
IBC (Pooled Cash)	82-1100	$ 91,760.94	0.50%	IOC				
TOTAL MAINTENANCE FUND		**$ 91,760.94**						
TOTAL INTERNAL SERVICE FUNDS		**$ 122,554.21**						

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
EMPLOYEE TRUST FUND								
Employee Trust Fund								
IBC (Pooled Cash)	96-1118	$ 101,115.67	0.50%	IOC				
TOTAL EMPLOYEE TRUST FUND		**$ 101,115.67**						
FLEXIBLE SPENDING ACCOUNT								
FSA Fund								
IBC (Pooled Cash)	98-1118	$ 27,287.85	0.50%	IOC				
TOTAL FSA FUND		**$ 27,287.85**						

CITY GRAND TOTAL		**$ 9,065,039.03**	
	Bank GL	**Total Bal by Type**	**% of Portfolio**
International Bank of Commerce		$ 539,297.47	5.95%
Prosperity Bank		$ 285,022.44	3.14%
Petty Cash / Cash Drawers		$ 3,612.00	0.04%
Texpool		$ 4,371,734.13	48.23%
Texas Class		$ 2,870,372.99	31.66%
CD's		$ -	0.00%
Securities		$ 995,000.00	10.98%
		$ 9,065,039.03	100.00%
		$ -	

The City's investments are in compliance with the investment strategy as expressed in the Investment Policy with the relevent provisions of Ch.2256 of the TX Gov. Code

Investment Officer- Scotty Jones

Cash Balance	*All Funds*	**$ 9,065,039.03**	
Less Restricted Cash			
Operating Reserves-Policy General Fund		3,065,543.00	25% Operating Expenditures
Operating Reserves-Policy Utility Fund		1,505,131.00	25% Operating Expenditures
Street Maint Fund		510,050.90	
Projects Encumbered		2,959,447.50	Grace Water Plant , Generators, Water & Swr lines
Other AP Encumbered		215,870.17	
Debt Payments Due		0.00	Payments Due 09/01/2019 (PAID)
Total		**$ 808,996.46**	

Investment Committee- Mayor

Investment Committee- Councilman

Investment Committee- Councilman

CURRENT YEAR				***Current Qtr***
INTEREST EARNINGS	(Oct.-Dec.)	(Jan-March)	(April-June)	(July-Sept)
IBC/Property Bank	2,952.76	5,143.81	5,196.42	3,024.29
Texpool	34,840.82	37,216.64	32,515.64	28,234.38
Texas Class	16,147.53	18,278.07	18,072.13	16,597.15
Securities				
CD's				
Total	**$ 53,941.11**	**$ 60,638.52**	**$55,784.19**	**$ 47,855.82**

PRIOR YEAR				***Prior Year***
INTEREST EARNINGS	(Oct-Dec)	(Jan-March)	(April-June)	(July-Sept)
IBC/Property Bank	582.53	4,774.54	4,384.76	4,118.41
Texpool	19,547.51	24,488.85	31,029.15	33,496.28
Texas Class	1,706.87	6,694.01	15,500.65	16,332.65
Securities				
CD's				
Total	**$ 21,836.91**	**$ 35,957.40**	**50,914.56**	**$ 53,947.34**

Date of Meeting: 11/19/19

		Interest 18 vs 19	
Balance at 09-30-18	$ 11,332,059.51	$ 53,947.34	Interest at 9-30-18
Balance at 09-30-19	$ 9,065,039.03	$ 47,855.82	Interest at 9-30-19
Balance down from PY	$ (2,267,020.48)	$ (6,091.52)	Interest down from PY

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4082)

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4082

~ DISCUSS, CONSIDER AND/OR APPROVE AN INTER-LOCAL PARTICIPATION AGREEMENT FOR THE "GOODBUY" COOPERATIVE.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Purchasing Program of the Education Service Center, Region 2

Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative ("GoodBuy"), is a Purchasing Cooperative authorized by Tex. Gov't Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 ("Region 2 ESC"), a state agency, as authorized by Tex. Educ. Code ("TEC") §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. Program Members. Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member's governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. Non-governmental Members. In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. Membership Term. This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member's governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. Termination of Membership. Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.

Purchasing Program of the Education Service Center, Region 2

Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.

Purchasing Program of the Education Service Center, Region 2

- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: ______________________________

Program Member Designated GoodBuy representative(s):

Name: ____________________	Contact Information: ____________________
Title: ____________________	(Address) ____________________
Email: ____________________	City: ____________________
Telephone: ____________________	State: ____________________
Facsimile: ____________________	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue**.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.

2. Cooperation and Access. The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.

3. Defense and Prosecution of Claims. The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.

4. Legal Counsel. The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.

5. Purchase Contracts. The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.

Purchasing Program of the Education Service Center, Region 2

6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.

7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.

8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.

9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.

10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

13. THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

15. GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Purchasing Program of the Education Service Center, Region 2

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By:_______________________________________Date: ____
GoodBuy Relations Representative, Region 2 ESC

Email: ____________________ Telephone: _______________________

Facsimile: __________________

____
(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By:_______________________________________Date: ____
(Signature of authorized representative of Program Member)

City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 4075)

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Discussion
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4075

~ DISCUSS, CONSIDER AND/OR TAKE ACTION TO SECURE A PERMANENT CITY MANAGER AFTER AN UPDATE STATUS REPORT ON THE SEARCH.

COMMENTS - Current Meeting:

Update given to council. 9 applicants thus far. 3 are qualified in Texas. December 13th is deadline. Design an interview team as requested by Councilman, Bill Cornman.

City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 11/19/19 06:00 PM
Department: Public Works
Category: Ordinance
Prepared By: Marla Jasek
Initiator: Barry Calhoun
Sponsors:
DOC ID: 4076

DISCUSSION ITEM (ID # 4076)

~ DISCUSS CHANGING THE REGULATORY SPEED LIMIT ON HAMMAN ROAD AND GIVE GUIDANCE TO STAFF.

Speed limits on Texas roads (including city streets) are generally set by statute. TEX. TRANSP. CODE § 545.352. For streets in urban districts, the prima facie speed is 30 mph unless otherwise established by city ordinance.

Ordianance No. 985, adopted in 1985, establishes a speed limit of 40 mph on Hamman Road.

Public Works performed a speed study on Hamman Road in November 2019. The 85th percentile speed for Hamman Road, average for both directions, was measured to be 36 mph.

The 85th percentile speed is the speed that 85% of drivers will drive at or below under free-flowing conditions based on the roadway conditions.

Hamman Road is currently posted at 30 mph. Based on the study, 46% of drivers are exceeding 30 mph.

Public Works recommends passing a maximum regulatory speed of 35 mph on Hamman Road from SH 60 (Ave F) to FM 2668 (Nichols Ave).

COMMENTS - Current Meeting:

The current speed posted on Hamman Road is 30MPH, but the ordinance that set the speed limit stated 40 MPH. A study showed the average speed on the road to be 36 MPH. Barry Calhoun, Public Works Director, recommended the speed limit be set at 35 MPH. It was decided by Council to keep the speed limit at 30 MPH, thus having the need to change the ordinance, which will be brought back to Council for review and/or approval.

CITY OF BAY CITY
Hamman Road

Site Code: 12345678
Station ID: 87654321

Lane1

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	21	85	399	3068	5222	3154	1184	337	77	8	4	3	1

85 percentile = 34

Lane2

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	1	3	40	934	3687	3543	1935	818	235	58	17	8	9

85 percentile = 38

Combined

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	22	88	439	4002	8909	6697	3119	1155	312	66	21	11	10

85 percentile = 36

Recommend 35mph based on 85th percentile speed

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4077

AGENDA ITEM (ID # 4077)

~ DISCUSS, CONSIDER AND/OR APPROVE THE APPOINTMENT OF MEMBERS, GARY FARIS AND WAYNE NEAL, OR ALTERNATE INDIVIDUALS IF NEEDED, TO THE JOINT AIRPORT ZONING BOARD.

COMMENTS - Current Meeting:

Mayor Robert K. Nelson recommended to Council former Council member, Steven Johnson be nominated and a current Council member. Councilwoman, Julie Estlinbaum volunteered to join the board until her term ends and Councilwoman, Becca Sitz offered to take over the board position at that time.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

Pursuant to Local Government Code Chapter 241. Municipal and County Zoning Authority Around Airports Sec.241.014

Sec. 241.014. JOINT AIRPORT ZONING BOARD. (a) A political subdivision to whose benefit an airport is used in the interest of the public or in which an airport owned or operated by a defense agency of the federal government or the state is located may create a joint airport zoning board with another political subdivision in which an airport hazard area or a controlled compatible land use area relating to the airport is located. The political subdivisions must act by resolution or ordinance in creating the joint board.

(b) The joint airport zoning board has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections 241.011 and 241.012.

(c) The joint airport zoning board must consist of two members appointed by each of the political subdivisions creating the board and, in addition, a chairman elected by a majority of the appointed members.

City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 4033)

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4033

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION AUTHORIZING THE CITY OF BAY CITY TO CAST ITS OFFICIAL BALLOT FOR THE BOARD OF DIRECTORS FOR THE MATAGORDA COUNTY APPRAISAL DISTRICT.

COMMENTS - Current Meeting:

Council agreed to place all 328 votes held by the City of Bay City, Texas.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	William Cornman, Councilman
SECONDER:	Brent P. Marceaux, Councilman
AYES:	Nelson, Marceaux, Cornman, Sitz, Childers, Estlinbaum

RESOLUTION NO. R – 2019 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE CASTING OF THE CITY'S OFFICIAL BALLOT FOR APPOINTMENT OF MEMBERS TO THE MATAGORDA COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF JANUARY 1, 2020, THROUGH DECEMBER 31, 2021.

WHEREAS, Pursuant to Chapter 6 of the Texas Property Tax Code, the City of Bay City is authorized to nominate and vote on the appointment of a member or members to the Board of Directors of the Matagorda County Appraisal District; and

WHEREAS, Pursuant to Chapter 6 of the Texas Property Tax Code, the City of Bay City may vote on each candidate for each position to be filed on the Board of Directors; and

WHEREAS, The Chief Appraiser of Matagorda County Appraisal District has delivered written notification to the City of Bay City of its right to cast 328 votes for a candidate or candidates for appointment to the board of directors; and

WHEREAS, The City Council of the City of Bay City has determined it is in the public interest to cast votes for the person(s) as candidate(s) for appointment to the board of directors of the Matagorda County Appraisal District; as reflected in the City's "Official Ballot":

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

The "Official Ballot", attached hereto and incorporated by reference herein for all purposes, reflects the votes of the City of Bay City for candidate(s) for appointment to the board of directors of the Matagorda County Appraisal District.

The City Secretary is authorized and directed to submit the "Official Ballot" to the Matagorda County Appraisal District and to take all other reasonably necessary action to fulfill the intent of this Resolution.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 19th DAY OF NOVEMBER, 2017.

____
Robert K. Nelson, Mayor
City of Bay City

ATTEST:

____
David Holubec, City Secretary

APPROVED AS TO FORM:

____
Anne Marie Odefey, City Attorney

Matagorda County Appraisal District

2225 Avenue G
Bay City, Texas 77414
979-244-2031

October 29, 2019

Mayor Robert K Nelson & City of Bay City Council
c/o David Holubec, City Secretary for the City of Bay City
1824 6th Street
Bay City, Texas 77414

RE: Official Ballot for voting on the 2020/2021 Matagorda County Appraisal District Board of Directors

Enclosed is the official ballot to vote on the 2020/2021 Board of Directors for the Matagorda County Appraisal District. This is an agenda item for the governing body and will need a resolution from the governing body attached to complete the ballot. Each ballot has the number of votes to be cast by the voting entity.

The voting entity's ballot and resolution must be received by the Chief Appraiser before December 15, 2019. You may email to mcad@co.matagorda.tx.us or you can mail to Vince Maloney, Chief Appraiser, Matagorda County Appraisal District, 2225 Avenue G, Bay City, Texas 77414.

If you have any questions, please do not hesitate to call 979-244-2031.

Sincerely,

Vince Maloney

Vince Maloney
Chief Appraiser

OFFICIAL BALLOT

Matagorda County Appraisal District
Board of Directors Election
For Term 2020-2021

Issued to: **City of Bay City**

Number of Votes: **328**

List of Candidates:

David Cobb	**Votes Received**	________________
John Connor	**Votes Received**	________________
Joe Enoch	**Votes Received**	________________
Jay Kennedy	**Votes Received**	________________
Tony Kucera Jr	**Votes Received**	________________
Stephen Zapalac	**Votes Received**	________________

Date:________________________

____
Mayor Robert K Nelson
City of Bay City

S.B. 621 Section 6.039(g) Requires the above action to be taken by resolution, therefore; please Attach a copy of the resolution to this ballot and return to: Vince Maloney, Chief Appraiser, Matagorda County Appraisal District, 2225 Avenue G, Bay City, Texas 77414.

Ballots & Resolutions should be received by the appraisal district before December 15, 2019.

City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Litigation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4071

AGENDA ITEM (ID # 4071)

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2) FOR THE CITY COUNCIL TO CONSULT THE CITY ATTORNEY REGARDING ATTORNEY/CLIENT PRIVILEGED MATTERS.

COMMENTS - Current Meeting:

None

City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 4072)

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Litigation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4072

~ EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1) FOR CONSULTATION WITH CITY ATTORNEY REGARDING THE FOLLOWING LITIGATION: (A) CAUSE NO. 19-E-0013, RONNIE DEAN REEVES, VIDALA LEAL RODAS, DANYAL SHENIEL MANNING AND THE BAY CITY HOUSING AUTHORITY VS. MARK A. BRICKER, MAYOR, DEFENDANT; (B) CAUSE NO. 13-18-00484-CV, MAYOR MARK A. BRICKER, JULIE ESTLINBAUM, COUNCILWOMAN, POSITION 1, BILL CORNMAN, COUNCILMAN, POSITION 2, AND THE CITY OF BAY CITY, TEXAS V. ROBERT NEAL HEAD.

COMMENTS - Current Meeting:

None

City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 11/19/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4073

AGENDA ITEM (ID # 4073)

~ DISCUSS, CONSIDER AND/OR TAKE ACTION ON ITEM(S) LISTED IN EXECUTIVE/CLOSED SESSION, (IF ANY).

COMMENTS - Current Meeting:

None