



CITY OF BAY CITY

MINUTES • MARCH 22, 2018

Council Chambers

Regular Meeting – City Council

7:00 PM

1901 5TH STREET
BAY CITY, TX 77414

1. CALL TO ORDER

Mayor Bricker called the meeting 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."

Councilwoman, Becca Sitz lead the attendants in prayer and the pledges to the flags.

Attendee Name	Title	Status	Arrived
Mark A. Bricker	Mayor	Present	
William Cornman	Mayor Pro-Tem	Present	
Becca Sitz	Councilwoman	Present	
Chrystal Folse	Councilwoman	Present	
Jason Childers	Councilman	Present	
Julie Estlinbaum	Councilwoman	Present	

3. CERTIFICATION OF QUORUM

Mayor Bricker qualified a quorum was present.

4. APPROVAL OF AGENDA

The agenda was unanimously approved by motion as written. The motion was made by Councilwoman Chrystal Folse and seconded by Councilman, Jason Childers.

5. PUBLIC COMMENTS

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

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

Bay Citian, David Torrez discussed the following subjects:

Need for sidewalks on HWY 60.

10th and Ave C - Street signs are missing.

Scout, Jordan Carr is working on his Eagle Project and would like to assist the City with the scrap tire problem in Bay City.

6. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

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

NONE

7. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL:**1. Audit**

~ DISCUSS, CONSIDER AND/OR APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017

Scotty Jones, Director of Finance

Finance Director, Scotty Jones, and auditor, Stephen Van Manen, with Harrison, Waldrop & Uherek, LLP, made the audit presentation.

Auditor present.

The Audit was discussed at length and was unanimously approved by motion. The motion was made by Councilman Jason Childers and seconded by Councilman Jason Childers.

2. Contract

~ DISCUSS, CONSIDER, AND OR APPROVE THE CONTRACT BETWEEN THE CITY OF BAY CITY AND THE BAY CITY CHAMBER OF COMMERCE FOR THE OPERATION AND ADMINISTRATION OF THE BAY CITY CIVIC CENTER.

Finance Director, Scotty Jones

Finance Director, Scotty Jones reviewed the contract between the City of Bay City and the Bay City Chamber of Commerce with Council members and Mayor.

The contract was unanimously approved by motion. The motion was made by Councilwoman Chrystal Folse and seconded by Councilman Bill Cornman.

3. Update

~ DISCUSS, CONSIDER, AND/OR APPROVE LEGAL SERVICES FOR THE CITY OF BAY CITY.

Mayor, Mark A. Bricker

Mayor Bricker updated Council members on the progress of the Legal Services Selection Committee. Applicants have been narrowed and interviews will be scheduled next week. Mayor Pro Tem, Bill Cornman is invited to assist the committee.

4. Report

~ RECEIVE AND DISCUSS AN UPDATE ON ONGOING PUBLIC WORKS PROJECTS INCLUDING STREET REHABILITATION PROJECTS, UTILITY PROJECTS, GRANT PROJECTS, AND NEW DEVELOPMENTS.

Barry Calhoun, Director of Public Works

Public Works Director, Barry Calhoun, presented the latest projects update within the City. Many projects are in the works and are being completed.

5. Presentation

~ DISCUSS, CONSIDER, AND/OR TAKE ACTION ON THE ROOF REPLACEMENT PROJECT FOR CITY FACILITIES.

Barry Calhoun, Director of Public Works

Public Works Director, Barry Calhoun gave a presentation of the various roofing methods he has investigated and priced for several City buildings. He is looking at using a Purchasing Coop to bid the jobs.

6. Resolution

~ DISCUSS, CONSIDER, AND/OR ADOPT A RESOLUTION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION ADVANCE FUNDING AGREEMENT FOR THE STATE HIGHWAY 60 SIDEWALK IMPROVEMENTS PROJECT AND AUTHORIZE MAYOR TO SIGN THE AGREEMENT.

Barry Calhoun, Director of Public Works

Public Works Director, Barry Calhoun presented the agreement with TxDOT.

The agreement was unanimously approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Julie Estlinbaum.

7. Resolution

~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY OF BAY CITY TO MAKE AN APPLICATION TO THE FISCAL YEAR 2019 H-GAC SOLID WASTE GRANTS PROGRAM TO BENEFIT THE BAY CITY RECYCLING CENTER RELOCATION.

Marla Jasek, Asst Director Public Works

Assistant Public Works Director, Marla Jasek presented the grant information.

The grant application was unanimously approved by motion. The motion was made by Mayor Pro Tem, Bill Cornman and seconded by Councilwoman, Chrystal Folsie.

Councilwoman, Becca Sitz, asked Council to consider the possibility of curbside recycling in the future. Mayor Bricker stated that this subject could be a part of the future contract negotiations with the City's sanitation provider.

8. Resolution

~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION ESTABLISHING A POLICY FOR CONSUMPTION OF ALCOHOL UPON PUBLIC PROPERTY WITHIN THE CITY OF BAY CITY, TEXAS. WHEREAS, THE CITY OF BAY CITY CITY COUNCIL HAS THE AUTHORITY TO REGULATE CITY PROPERTIES IN THE SAME MANNER AS A PRIVATE PROPERTY OWNER.

Library Director, Samantha Denbow

Library Director, Samantha Denbow presented the resolution.

The resolution was unanimously approved by motion. The motion was made by Councilman, Jason Childers and seconded by Mayor Pro Tem, Bill Cornman.

9. Agreement

~ DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT WITH CHELSEA ARCHITECTS FOR PRODUCING A COMPLETE CONSTRUCTION PACKAGE (DRAWINGS AND SPECIFICATIONS) FOR THE RENOVATION OF THE TEXAS THEATER AND HERALD BUILDINGS.

Mayor Pro Tem, Bill Cornman

Mayor Pro Tem, Bill Cornman presented the Chelsea Architect contract.

The contract was unanimously approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Chrystal Folse.

10. Budget

~ DISCUSS, CONSIDER, AND/OR APPROVE THE BAY CITY MAIN STREET BOARD'S FACADE GRANT APPLICATION REQUESTS FOR FUNDING.

Councilwoman, Becca Sitz

Councilwoman, Becca Sitz presented this information to Council members and Mayor Bricker. This agenda item was tabled at this time.

11. Policy

~ RECEIVE AND DISCUSS AN UPDATE ON THE INTERNAL CHARTER INVESTIGATION REQUESTED BY COUNCIL.

City Secretary, David Holubec

City Secretary, David Holubec presented an update to the Council members and Mayor Bricker regarding his research of the previous City Charter changes. This will continue to be an agenda item until a resolution is determined by Council members and Mayor Bricker.

8. EXECUTIVE SESSION

1. Report

~ PURSUANT TO SEC. 551.071 OF THE TEXAS GOVERNMENT CODE (CONSULTATION WITH ATTORNEY) CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO CONSULT WITH, AND RECEIVE LEGAL ADVICE FROM, CITY ATTORNEY REGARDING THE STATUS OF CERTAIN INCENTIVE AGREEMENTS THE CITY ENTERED INTO WITH DUNN HEAT EXCHANGERS; 9ER'S GRILL AND HENDERSON FABRICATION, INC.

Finance Director, Scotty Jones

Council members and Mayor Bricker retired to Executive session at 8:26PM.

2. Personnel

~ PURSUANT TO SEC. 551.074 OF THE TEXAS GOVERNMENT CODE (PERSONNEL MATTERS) CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO DELIBERATE THE EVALUATION AND DUTIES OF THE MAYOR.

Councilman, Jason Childers

9. OPEN SESSION

1. Presentation

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

Mayor, Mark A. Bricker

Council members returned from Executive Session at 9:49PM. Mayor Bricker left the meeting early. Mayor Pro Tem, Bill Cornman chaired the remainder of the meeting. Council members unanimously approved, by motion, to honor the current agreement

with 9r's restaurant. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Becca Sitz.

10.ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilwoman Estlinbaum: BCISD One Act Play update. Boy's and Girl's Club Fundraiser Staurday.

Councilwoman Sitz: May 7th "Light it Up" Event.

Councilwoman Folse: Little League Opening Ceremonies on Saturday.

11.ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

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

Attendance By Other Elected or Appointed Officials:

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

Executive Sessions Authorized:

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

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Thursday, March 15, 2018 before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

David Holubec
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 3048)

Meeting: 03/22/18 07:00 PM
Department: Finance
Category: Audit
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 3048

~ DISCUSS, CONSIDER AND/OR APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017

BACKGROUND:

The Investment/Audit Committee meets with Harrison, Waldrop, and Uherek, L.L.P. prior to this Council meeting to review the audit. This in depth review is a recommended practice by the Government Finance Officer's Association.

The City received a clean opinion in all areas of the audit.

The City will apply for the Government Finance Officers Association CAFR award.

IMPACT ON COMMUNITY SUSTAINABILITY:

It provides financial information to the public and other interested 3rd parties. Audits portray a City's financial strength or weakness and determine whether a City's financial statements are free of any material misstatements to the reader.

RECOMMENDATION:

Staff recommends City Council approve the CAFR for fiscal year ended September 30, 2017.

ATTACHMENTS: Hard copy of audit report will be made available at the meeting. A soft copy will be available online on the City's website after approval. Audit will be emailed out prior to meeting.

COMMENTS - Current Meeting:

Finance Director, Scotty Jones, and auditor, Stephen Van Manen, with Harrison, Waldrop & Uherek, LLP, made the audit presentation.

Auditor present.

The Audit was discussed at length and was unanimously approved by motion. The motion was made by Councilman Jason Childers and seconded by Councilman Jason Childers.



City Council
1901 5Th Street
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SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: Finance
Category: Contract
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 3047

DISCUSSION ITEM (ID # 3047)

**~ DISCUSS, CONSIDER, AND OR APPROVE THE CONTRACT
BETWEEN THE CITY OF BAY CITY AND THE BAY CITY
CHAMBER OF COMMERCE FOR THE OPERATION AND
ADMINISTRATION OF THE BAY CITY CIVIC CENTER.**

BACKGROUND:

The City allocates hotel tax dollars to the Chamber of Commerce to operate the Civic Center in accordance with Texas Tax Code Chapter 351.

FINANCIAL IMPLICATIONS: FY 2018 \$48,000 ; Future allocations will be set during the annual budget process as per contract

RECOMMENDATION:

Recommend City Council approve the contract with the Chamber to administer the Civic Center.

ATTACHMENTS: Contract

COMMENTS - Current Meeting:

Finance Director, Scotty Jones reviewed the contract between the City of Bay City and the Bay City Chamber of Commerce with Council members and Mayor.

The contract was unanimously approved by motion. The motion was made by Councilwoman Chrystal Folse and seconded by Councilman Bill Cornman.

**AGREEMENT BY AND BETWEEN THE CITY OF BAY CITY, TEXAS AND
THE BAY CITY CHAMBER OF COMMERCE AND AGRICULTURE TO OPERATE
AND MANAGE THE BAY CITY CIVIC CENTER**

This Agreement Bay and Between the City of Bay City Texas and the Bay City Chamber of Commerce and Agriculture to Operate and Manage the Bay City Civic Center ("Agreement") is entered into by the City of Bay City, a Texas municipal corporation (the "CITY") and the Bay City Chamber of Commerce and Agriculture (the "Chamber"). CITY and Chamber are singularly referred to as "Party" and collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, the CITY owns the Bay City Civic Center; and

WHEREAS, the Chamber, in addition to promoting the health, safety, morals, and general welfare of Bay City, Texas, enhances and promotes tourism and the convention and hotel industry, and solicits and operates programs to attract conventions and visitors to the CITY; and

WHEREAS, the Chamber has historically operated and managed the Bay City Civic Center on behalf of the CITY; and

WHEREAS, the CITY desires for the Chamber to continue to operate and manage the Bay City Civic Center in accordance with the terms herein; and

WHEREAS, the Chamber understands the Civic Center is a CITY building and it should be managed and operated as if it were being managed and operated by the CITY itself.

NOW THEREFORE: For and in consideration of the following mutual promises and obligations, and for the benefit of the CITY and the health, safety morals and or general welfare of its residents, the Parties agree as follows:

1. In consideration of the payments from the CITY to the Chamber, as provided in Section 6, and the authorization for the Chamber to use office space within the Civic Center at no charge, the Chamber agrees operate and manage the Civic Center in accordance with **Attachment I - Scope of Work**.
2. The Chamber may use Exhibit Hall in the Civic Center for up to four (4) fundraising events per year at no cost to the Chamber. The Chamber shall pay the regular rental rate for any fundraising event in excess of four (4) events that occurs in a year. A year under this Agreement is from October 1st to September 30th.
3. The Chamber shall provide for its own phone service and shall pay the City two hundred dollars (\$200.00) per month to the CITY for the Chamber's electrical usage.
4. The Chamber shall present a report to the Mayor's office at least quarterly regarding the operations of the Civic Center. A monthly report detailing the rental activity (i.e. deposits received and refunded, rental fees paid, etc.) of the Civic Center should be provided to the CITY's Finance Director.

5. This Agreement will commence immediately upon execution hereof and terminate upon the completion of all obligations herein contained or **September 30, 2020**, whichever is sooner. This Agreement shall automatically renew annually each year thereafter; unless the Chamber give non-renewal notice at least 30 days prior to expiration; or City Council fails to appropriate funds in accordance with Section 6. The CITY shall pay the Chamber for the services described in **Attachment I – Scope of Work**, an amount to be determined annually by, and at the sole discretion of City Council, as part of the City’s annual budget. The City shall make payments to the Chamber quarterly.
6. The Chamber shall use the funds provided by the City in accordance with Chapter 351 of the Texas Tax Code.
7. This Agreement may be terminated by either Party with ninety (90) day’s prior written notice.
8. This Agreement is not assignable and funds received as a result hereof shall only be used by the Parties stated herein.
9. In the event that all of the above-described funds are not used for the purposes set out in **Attachment 1 – Scope of Work** of this Agreement and in accordance with all terms and provisions hereof, the Chamber agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the completion of all obligations herein contained or **September 30, 2020**, whichever occurs earlier. If this Agreement is renewed in accordance with Section 5, Chamber agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of September 30th, of the year of Agreement renewal.
10. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.
11. The CITY shall contract directly with vendors for maintenance, repair, cleaning, and upkeep of the Civic Center. The Chamber shall notify the City immediately if any vendor is underperforming. In addition, the Chamber shall immediately notify the CITY of an issues with the Civic Center.
12. INSURANCE

The Chamber agrees to comply with the following insurance provisions:

- (A) Prior to the fulfillment of any obligations under this Agreement, the Chamber shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the CITY’s Finance Department, which shall be clearly labeled “the Bay City Chamber of Commerce and Agriculture” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form

must have the agent's signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's Finance Department. No officer or employee, other than the CITY's Mayor, shall have authority to waive this requirement.

- (B) The CITY reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by CITY's Mayor based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the CITY allow modification whereupon City may incur increased risk.
- (C) The Chamber shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Chamber's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$500,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
Workers Compensation	Not less than statutory limits.

- (D) The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declarations page, and all endorsements thereto as they apply to the limits required by this Agreement. The CITY may request the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). If approved by the Chamber, the Chamber will comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change.

Finance Director
City of Bay City
1901 5th Street
Bay City, Texas 77414

- (E) The Chamber agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the CITY by endorsement, as respects operations and activities of, or on behalf of, the named insured (Bay City Chamber of Commerce and Agriculture) performed under contract with the CITY
 - Provide for an endorsement that the “other insurance” clause shall not apply to the CITY where the CITY is an additional insured shown on the policy;
 - Provide advance written notice directly to the CITY of any suspension, cancellation, non-renewal, or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, the Chamber shall provide a replacement Certificate of Insurance and applicable endorsements to the CITY. The CITY shall have the option to suspend the Chamber’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- (G) In addition to any other remedies, the CITY may have upon the Chamber’s failure to provide and maintain insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order the Chamber to stop work hereunder, and/or withhold any payment(s) which become due to the Chamber hereunder until the Chamber demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which the Chamber may be held responsible for payments of damages to persons or property resulting from the Chamber’s or its subcontractors’ performance of the work covered under this Agreement.
- (I) It is agreed that the Chamber’s insurance shall be deemed primary and non-

contributory with respect to any insurance or self-insurance carried by the CITY for liability arising out of operations under this Agreement.

(J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.

(K) The Chamber and its subcontractors are responsible for all damage to their own equipment and/or property.

13. INDEMNITY

THE CHAMBER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE CHAMBER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE CHAMBER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF THE CHAMBER, AND ITS RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT THE CHAMBER AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The Chamber shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or the Chamber known to the Chamber related to or arising out of the Chamber's activities under this Agreement.

Defense Counsel – the City shall have the right to select or to approve defense counsel to be retained by the Chamber in fulfilling its obligation hereunder to defend and indemnify the CITY, unless such right is expressly waived by the CITY in writing. The Chamber shall retain the CITY's approved defense counsel within seven (7) business days of the CITY's written notice that the CITY is invoking its right to indemnification under this Agreement. If the Chamber fails to retain Counsel within such time period, the CITY shall have the right to retain defense counsel on its own behalf, and the Chamber shall be liable for all costs incurred by the CITY, up to Chamber's insurance policy limits. The CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of the Chamber, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Chamber or any subcontractor under worker's compensation or other employee benefit acts.

14. The Chamber shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
15. The Chamber shall provide services as described in **Attachment I – Scope of Work**, in a non-discriminating manner without regard to a person's race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
16. The Chamber agrees and understands that, it and all persons designated by it to provide services in connection with this Agreement, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that the CITY shall in no way be responsible for the Chamber's actions, and that none of the Parties will have authority to bind the other or to hold out to third parties, that it has such authority.
17. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

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

CHAMBER:

Mitch Thames
Bay City Chamber of Commerce and Agriculture
P.O. Box 768
Bay City, TX 77404-0768

Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

18. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
19. The signer of this Agreement for the Chamber represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of the Chamber and to bind the Chamber to all of the terms, conditions, provisions and obligations herein contained.
20. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Matagorda County, Texas.
21. This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
22. No Amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The amendment, modification, alteration, or termination of this Agreement must be approved by City Council of the CITY and the governing board of the Chamber.
23. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
24. No waiver by the Parties hereto to any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant herein.
25. In the Event the CITY or the Chamber breaches any of the terms of this Agreement whereby the Party not in default employs an attorney(s) to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable and necessary attorney's fees and expenses and the court costs so incurred by such other party.
26. Neither the CITY nor the Chamber shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riot, floods, and any other cause (other than financial, labor, or material supplies) which is not reasonably within the control of the CITY or the Chamber and which by the exercise of due diligence the CITY and the Chamber is unable, wholly or in part, to prevent or overcome. However, abatement of this Agreement under this provision shall not cease for a cumulative time of more than sixty days or the CITY may elect to declare this Agreement in default and terminated.

27. By executing this Agreement, the Chamber verifies that it does not boycott Israel, and agrees that during the term of this Agreement will not boycott Israel, as that term is defined in Section 808.001 of the Texas Government Code, as amended.

IN WITNESS OF WHICH this Agreement has been executed on this ___ day of February 2018.

CITY OF BAY CITY

By: _____

Mark A. Bricker, Mayor

Date: _____

ATTEST:

David Holubec, City Secretary

Approved as to Form:

M. Shannon Kackley, Assistant City Attorney

**BAY CITY CHAMBER OF COMMERCE
AND AGRICULTURE**

By: 

Mitch Thames, Executive Director

Date: 3-9-18

ATTEST:

Secretary

Attachment I: Scope of Work

Attachment: Contract between City and Chamber 3-9-2018_Final (3047 : Civic Center Administration Contract)

Attachment I

Scope of Work:

The Chamber agrees to abide by the following provisions and provide the following services:

The Chamber shall operate and manage the Bay City Civic Center. The Chamber's services include, but is not limited to the following:

1. Book Civic Center events.
2. Ensure lease agreements are executed.
3. Collect all fees related to the use of the Civic Center and maintain proper accounting to support all deposits to City account.
4. Provide accounting records to the City Finance Director.
5. Answer all questions pertaining to the use of the Civic Center.
6. Recommend a fee schedule to City Council.
7. Check on and monitor all events.
8. Facilitate the execution of a contract with the City for:
 - a. Set up and take down of chairs, tables, and stage, as needed.
 - b. Making rooms ready for use.
 - c. Day-to-day maintenance.
9. Arrange and facilitate contractors for repairs and maintenance that cannot be performed by either the custodial vendor or City personnel.
10. Provide the Mayor a report quarterly, or at a more frequent interval, regarding the operation of the Civic Center.
11. Function as the intermediary management for funds and proceeds from the Civic Center. All revenue and expenses for the Civic Center shall be handled through the City's Finance Office.
12. The Chamber shall employ sufficient qualified personnel as may be required to ensure the proper use and occupancy of the Civic Center including but not limited to ensure that the Civic Center use is maximized and users are provided accurate and quality booking/scheduling services.
13. The Chamber shall ensure that each person employed by the Chamber to provide services at the Civic Center at all times maintain a neat, clean appearance and conduct themselves in a polite and professional manner. The Chamber shall replace any employee who fails to follow this Agreement and the written policies and practices of the Chamber and the City.
14. Monitor the Civic Center for any needed maintenance or repairs. Monitor security, electrical, plumbing, and janitorial needs and services. If a repair cannot be performed by either City personal or the custodial vendor, the Chamber shall solicit repairs from a licensed repair service utilizing the City's Purchasing Policy. The Chamber shall submit the repair bills to the Finance Department for payments.
15. Approve all leases for space in the Civic Center for terms that do not exceed one year. Leases for terms greater than one year require approval by City Council.
16. Provide a list of rental policies and rules governing the Civic Center. Any changes to the rental policies and rules require approval by City Council.
17. Not cause or permit any changes, alterations, paint, or stain of the Civic Center or its furnishings.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Update
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3046

AGENDA ITEM (ID # 3046)

**~ DISCUSS, CONSIDER, AND/OR APPROVE LEGAL
SERVICES FOR THE CITY OF BAY CITY.**

COMMENTS - Current Meeting:

Mayor Bricker updated Council members on the progress of the Legal Services Selection Committee. Applicants have been narrowed and interviews will be scheduled next week. Mayor Pro Tem, Bill Cornman is invited to assist the committee.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: Public Works
Category: Report
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:

DOC ID: 3010 A

DISCUSSION ITEM (ID # 3010)

**~ RECEIVE AND DISCUSS AN UPDATE ON ONGOING
PUBLIC WORKS PROJECTS INCLUDING STREET
REHABILITATION PROJECTS, UTILITY PROJECTS, GRANT
PROJECTS, AND NEW DEVELOPMENTS.**

The Public Works Department is responsible for major infrastructure capital improvement projects, new construction projects, building permits, and new developments in Bay City. Attached is a brief list of ongoing Public Works projects.

COMMENTS - Current Meeting:

Public Works Director, Barry Calhoun, presented the latest projects update within the City. Many projects are in the works and are being completed.

City of Bay City
Public Works Department

Regular City Council Meeting
March 22, 2018 | 7:00 p.m.

Project Updates

Roadway Projects:

- Street Rehab Project – Phase III-B (Funding Source: 2016 CO): Full Depth Reconstruction
 - Bid Advertising: Aug 9th & Aug 16th
 - Bid Opening: Aug 24, 2017
 - Award Bid: Sept 28, 2017
 - Pre-Construction Meeting: Jan 17, 2018
 - Contractor: Rexco Construction Services, Inc.
 - Engineer: CivilCorp
 - Engineer Estimate: \$3,256,638.00
 - Award Amount: \$3,016,928.96
 - Change Orders:
 - 1) -\$386,378.57 (0 Calendar Days)
 - Actual Construction Amount: \$2,630,550.39
 - Award Construction Time: 425 Days
 - Revised Construction Time: 425 Days
 - Contract Start Date: Feb 12, 2018
 - Contract End Date: Apr 13, 2019
 - Actual Start Date: Feb 19, 2018
 - Target End Date: Apr 10, 2018
 - Percent Complete: 0%
 - Status: Contractor set barricades on Feb 12th
 - Intersections Include:
 1. 4th St & Nichols Ave, West Side
 2. 6th St & Nichols Ave, West Side
 3. 5th St & Ave G, NW Corner Sidewalk
 - Streets Include:
 1. Belegarde Dr
 2. Gontier Dr
 3. Thierr Dr
 4. Holly Dr
 5. Nichols Ave
 6. Sims St
 7. 4th St – Drainage Only
 8. Hamman Rd – Final Hot Mix Overlay
- TxDOT SH60 South Sidewalk Project – TxDOT has selected the City of Bay City's 2017 Transportation Alternative Set-Aside (TASA) Project for implementation by TxDOT through its Design Division (DES) using TxDOT's Statewide Curb Ramp and Pedestrian Improvement Program (having a similar funding structure as TASA: 80% federal with a 20% match)
 - Letting Date: August-2018
 - Engineer: Jones | Carter
 - Estimate: \$436,425.00

Grant Projects:

- 2015/2016 FEMA Hazard Mitigation Grant Program Backup Generators – DR-4245
 - Scope: Install backup generators at critical City facilities
 - Grant Administrator: GrantWorks

Attachment: City Council Project Updates 2018-03-22 (3010 : Update on Public Works Projects)

- Engineer: Garver
- Total Federal Contribution: \$399,200.25
- Total City Match: \$133,066.75
- Status: Design phase
- 1. City Hall: \$162,982.00
 - Grant Funds: \$122,236.50
 - City Match: \$40,745.50
- 2. Municipal Services Building: \$158,303.00
 - Grant Funds: \$118,727.25
 - City Match: \$39,575.75
- 3. Civic Center: \$210,982.00
 - Grant Funds: \$158,236.50
 - City Match: \$52,745.50
- 2015/2016 FEMA Hazard Mitigation Grant Program Backup Generators – DR-4255
 - Scope: Install backup generators at critical City facilities
 - Grant Administrator: GrantWorks
 - Engineer: Garver
 - Total Federal Contribution: \$47,238.00
 - Total City Match: \$15,746.00
 - Status: Awarded on February 26, 2018
 - 1. Fire Department: \$62,984.00
 - Grant Funds: \$47,238.00
 - City Match: \$15,746.00
- 2018 FEMA Hazard Mitigation Grant Program Backup Generators – DR-4332
 - Scope: Install backup generators at critical City facilities
 - Grant Administrator: GrantWorks
 - Engineer: Garver
 - Total Federal Contribution: \$1,337,885.94
 - Total City Match: \$445,961.98
 - Status: Reapply under Hurricane Harvey declaration (90/10 match)
 - 1. Bay City Regional Airport: \$287,500.00
 - Grant Funds: \$215,625.00
 - City Match: \$71,875.00
 - 2. Wastewater Treatment Plant: \$980,000.00
 - Grant Funds: \$735,000.00
 - City Match: \$245,000.00
 - 3. Ave B/4th St Water Plant: \$236,000.00
 - Grant Funds: \$177,000.00
 - City Match: \$59,000.00
 - 4. Ave I Sewer Lift Station: \$120,000.00
 - Grant Funds: \$90,000.00
 - City Match: \$30,000.00
 - 5. 2 Each Portable Generators: \$160,347.92
 - Grant Funds: \$120,260.94
 - City Match: \$40,086.98
- 2017 TCF Main Street Sidewalk Brick Pavers – Ave H/SH35
 - Grant Budget: \$250,000
 - Grant Awarded: January 22, 2018
 - Scope: Replace existing concrete sidewalk with brick pavers along SH35 and Ave H Downtown
 - Grant Administrator: GrantWorks
 - Engineer: CivilCorp

- 2018 HOME Program
 - The HOME program provides funds to assist low income homeowners to replace their current home with a new house built on the same lot or, in some cases, to repair their existing home.
 - Applications were due February 20, 2018
 - GrantWorks asked Public Works to verify 40 addresses
- 2018/19 HGAC Solid Waste Management Grant
 - Grant Budget: \$516,157
 - City of Bay City Seeking: \$200,000
 - Application Due: April 19, 2018
 - Anticipated Award Date: September-2018
 - Scope: Build new Recycling Center Building

Siemens Energy Saving Project

- Water Meters:
 - Non-Read List
 - October 2017: 426
 - November 2017: unknown, data collector down
 - December 2017: unknown, data collector down
 - January 2018: 843 (only one data collector in service)
 - MIU (Meter Interface Unit) Registers Failed
 - October 2017: 88
 - November 2017: unknown, data collector down
 - December 2017: unknown, data collector down
 - January 2018: unknown, data collector down
 - MIU's Replaced
 - October 2017: 65
 - November 2017: 33
 - December 2017: 24
 - January 2018: 55

Fiscal Year 2017-2018 Capital Improvement Projects: (Funding Source: FY16-17 CIP)

- Fire Hydrant & Valve Rehabilitation Program
 - Budget: \$50,000
 - Scope: Replace faulty, none working, or leaking fire hydrants
- Sewer Lift Station Rehabilitation Program
 - Budget: \$50,000
 - Scope: Rehab 26 lift stations
- Cottonwood Sewer Lift Station Rehabilitation Project
 - Budget: \$650,000
 - Scope: Recoat interior, replace discharge pipes & valves, install bypass pumping system
- Roof Replacement Project
 - Budget: \$1,125,000
 - Scope: Replace roofs on Library, Police Dept, Civic Center

Fiscal Year 2017-2018 Capital Improvement Projects: (Funding Source: 2016 CO)

- Grace Water Plant Improvements
 - Budget: \$815,000
 - Scope: Major rehabilitation to water plant components including booster pumps, controls, & electrical
- 12" Water Line Extension – SH60 North
 - Budget: \$308,000

- Scope: Add 1,000 LF of 12" water line to improve pressure on North side of town
- Northwest Quadrant Water Lines Replacement Project
 - Budget: \$377,000
 - Scope: Rehab various aging sewer lines
- Sewer Line Rehabilitation Project – Various Streets
 - Budget: \$442,000
 - Scope: Rehab various sewer lines under streets

Miscellaneous Projects:

- TxDOT Transportation Improvement Plan Projects for 2017:
 - SH60/Grace St Intersection - Improve Traffic Signals, Tentative Construction Start: February-2018
 - SH60/Baywood St Intersection - Improve Traffic Signal, Tentative Construction Start: February-2018
 - SH35/McCrosky Rd Intersection – Install New Traffic Signal, Letting Date: Feb 23, 2018; Tentative Construction Start: July-2018
 - SH35/FM 2668 (Nichols) Intersection – Improve Traffic Signals, Letting Date: May-2018; Tentative Construction Start: September-2018
- Annexation Requests:
 - None
- Street Name Change Request:
 - New Street Name for McCoy's: Hubbard Drive
- 911 Addressing Corrections:
 - Old Van Vleck Rd – 3 homes
- Water/Sewer:
 - SH35, Sycamore to Ave L – 1,000 LF, Pipe Bursting Sewer Line Upsize from 8" to 12" - \$81,942
 - Live Oak, RR to 3rd St – 375 LF, Pipe Bursting Sewer Line Upsize from 4" to 6"; \$31,270
 - Ave M, 8th St to 9th St, 380 LF and 9th St, Ave L to Cottonwood, 740 LF – Pipe Bursting Sewer Line Upsizing from 4" to 6"; \$108,458.65
 - Mockingbird Water Plant, Rebuild Pump on Booster Pump #1, \$8,545 and #3, \$5,021
 - 8" Sewer Main, 4th St, Helen Ave to Waldron Ave, 570 LF – CIPP; \$30,023.20
 - 12" Sewer Main, 12th St to Nancy Ave (Civic Center) – Rehab Sewer Line Slip Lining;
 - Ave E & 5th St Intersection – Replace MH and Pipe Bursting Sewer Lines
- Oil & Gas Drilling:
 - Kaler Energy Corp., FM457 – Drilling permit issued on 6/22/2017; drilling operations completed as of 3/14/2018
 - Goldston Oil – Drilling permit issued on 1/25/2018; drilling operations have not begun

New Developments:

- Best Western Plus, 501 7th St – Open for business; COO issued 12/20/2017
- Scottish Inn, 5525 7th St – Open for business; COO issued 12/20/2017
- Fairfield Inn & Suites, 515 7th St – Open for business; COO issued 1/8/2018
- King Buffet, 4020 7th St – Open for business; COO issued 1/10/2018
- Dollar General, 8585 7th St – Open for business; COO issued 1/22/2018
- Bay City Junior High School, 1507 Sycamore – Currently under construction; anticipated completion: August-2019
- Raystone Apartments (Phase I), 2604 Ave K – Currently under construction; anticipated completion: May-2018
- SH35 Truck Stop, 7925 7th St – Currently under construction; anticipated completion: May-2018
- Citgo Shell Gas Station (Phase 2), 2300 7th St – Anticipated completion: April-2018
- Maverick Market Chevron Gas Station – Corner of SH60 South & Horn Rd; plat approved; plans approved; site clearing currently underway
- Marguerite Meadow Oaks Subdivision – Currently in plan review phase

- McCoy's Building Supply – Engineer currently working on plat and civil plans
- Bayridge Shell Gas Station/Laundry Mat/Convenient Store/Liquor Store – Currently under construction, completion date unknown
- Speedy Stop Gas Station – Corner of Nichols & SH35; plat is approved; plans approved; permit expired, need to re-submit; construction start date unknown

New Building Permits:

- Residential
 - October 2017: 3
 - 2429 Hedgerose
 - 1708 Sycamore
 - 2900 Ave D
 - November 2017: 1
 - 2414 Cardinal Dr
 - December 2017: 3
 - 3400 12th St
 - 1008 Starfish
 - 2425 Starling
 - January 2018: 3
 - 3408 12th St
 - 3520 12th St
 - 1008 Shellfish
 - February 2018: 1
 - 1212 10th St
- Commercial:
 - October 2017: 0
 - November 2017: 3
 - 150 S Industrial (50x100 Office Space & Storage)
 - 1507 Sycamore (New Junior High School)
 - 3600 Ave F (76x190 Storage Units, Ward Real Estate)
 - December 2017: 0
 - January 2018: 0
 - February 2018: 0

Building Inspections:

- October 2017: 227
- November 2017: 186
- December 2017: 147
- January 2018: 159
- February 2018: 173

Certificate of Occupancy Issued:

- October 2017: 0
- November 2017: 0
- December 2017: 2
 - Best Western Plus
 - Scottish Inn
- January 2018: 3
 - Fairfield Inn
 - King Buffet
 - Dollar General
- February 2018: 1
 - Spec's Liquor

 Work Orders:

- Street & Bridge
 - October 2017:
 - Open: 202
 - New: 52
 - Closed: 73
 - November 2017:
 - Open: 210
 - New: 68
 - Closed: 83
 - December 2017:
 - Open: 160
 - New: 105
 - Closed: 68
 - January 2018:
 - Open: 191
 - New: 75
 - Closed: 86
 - February 2018:
 - Open: 51
 - New: 111
 - Closed: 248
- Utility (Water & Sewer)
 - October 2017:
 - Open: 208
 - New: 212
 - Closed: 206
 - November 2017:
 - Open: 163
 - New: 149
 - Closed: 166
 - December 2017:
 - Open: 143
 - New: 120
 - Closed: 134
 - January 2018:
 - Open: 140
 - New: 221
 - Closed: 163
 - February 2018:
 - Open: 217
 - New: 296
 - Closed: 181



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: Public Works
Category: Presentation
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 3009 A

DISCUSSION ITEM (ID # 3009)

**~ DISCUSS, CONSIDER, AND/OR TAKE ACTION ON THE
ROOF REPLACEMENT PROJECT FOR CITY FACILITIES.**

There are several City facilities in need of roof replacements. This presentation will look into the different types of methods that can potentially be used to help extend the life of these City facilities. We will consider cost, type of material, life expectancy, and financial options.

The following City facilities are being considered under this project:

- Library
- Police Department
- Civic Center
- City Hall

COMMENTS - Current Meeting:

Public Works Director, Barry Calhoun gave a presentation of the various roofing methods he has investigated and priced for several City buildings. He is looking at using a Purchasing Coop to bid the jobs.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

RESOLUTION (ID # 3034)

Meeting: 03/22/18 07:00 PM
Department: Public Works
Category: Resolution
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 3034

**~ DISCUSS, CONSIDER, AND/OR ADOPT A RESOLUTION
FOR THE TEXAS DEPARTMENT OF TRANSPORTATION
ADVANCE FUNDING AGREEMENT FOR THE STATE
HIGHWAY 60 SIDEWALK IMPROVEMENTS PROJECT AND
AUTHORIZE MAYOR TO SIGN THE AGREEMENT.**

The Texas Department of Transportation (TxDOT) has selected the City of Bay City's 2017 Transportation Alternative Set-Aside (TASA) Project for implementation by TxDOT through its Design Division (DES) using TxDOT's *Statewide Curb Ramp and Pedestrian Improvement Program* (having a similar funding structure as TASA: 80% federal with a 20% match).

The City of Bay City originally applied for the TxDOT Transportation Alternatives Program (TAP) in May-2015 for sidewalk improvements along State Highway 60 South from Nile Valley Drive to Hamman Road. The City was not successful in obtaining this grant. However, the City resubmitted the same project under TxDOT's new Transportation Alternatives Set-Aside Program (TASAP) in May-2017. TxDOT decided to pull our application under the TASAP program and fund the project themselves. The project includes constructing a 6' wide sidewalk with ramps, improving existing sidewalk areas, and drainage improvements.

The City is still responsible for the local government match of \$57,684 and engineering fees of \$57,000.

Project Estimate: \$436,425

City Match: \$57,684

Engineering: \$57,000

City Total: \$114,684

COMMENTS - Current Meeting:

Public Works Director, Barry Calhoun presented the agreement with TxDOT.

The agreement was unanimously approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Julie Estlinbaum.

RESOLUTION

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE MAYOR TO SIGN THE ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE STATE HIGHWAY 60 SIDEWALK IMPROVEMENTS PROJECT; PROVIDING LOCAL GOVERNMENT FUND MATCH OF \$57,684.00; AND MAKING THIS RESOLUTION A PART OF THE AGREEMENT AS ATTACHMENT A.

WHEREAS, the Texas Department of Transportation (TxDOT) has selected the City of Bay City's 2017 Transportation Alternative Set-Aside (TASA) Project for implementation by TxDOT through its Design Division (DES) using TxDOT's Statewide Curb Ramp and Pedestrian Improvement Program for the State Highway 60 Sidewalk Improvements Project in Bay City, Texas;

WHEREAS, the Texas Department of Transportation will be responsible for both design and construction of all sidewalks and contribute State funds to complete the 20% required local match;

WHEREAS, the Advance Funding Agreement outlines each party's responsibilities in said project including costs;

WHEREAS, the City Council is willing to provide the local government fund match to the maximum contained in this Resolution;

WHEREAS, this resolution is incorporated into and made a part of the Advance Funding Agreement as Attachment A.

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

- Section 1. That the above findings are hereby found and declared to be true and correct and are incorporated herein in their entirety.
- Section 2. That the City Council of the City of Bay City finds it to be in the best interest of the citizens of Bay City to approve the Advance Funding Agreement for the Project and that the City's maximum contribution will not exceed \$57,684.00 without the City's prior written approval.
- Section 3. That the Mayor is hereby authorized to sign this Resolution and the subject Advance Funding Agreement and the City Secretary is authorized to attest thereto, on behalf of the City of Bay City.

PASSED AND APPROVED on first and final reading this _____ day of March 2018.

CITY OF BAY CITY, TEXAS

Mark Bricker, Mayor

ATTEST:

David Holubec, City Secretary

APPROVED as to FORM:

Habib H. Erkan, Jr., Assistant City Attorney
DENTON, NAVARRO, ROCHA,
BERNAL & ZECH, P.C.

TxDOT:		Federal Highway Administration:	
CSJ #		CFDA No.	20.205
District #		CFDA Title	Highway Planning and Construction
Code Chart 64 #			
Project Name		AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
{Insert Program Name}
On-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Bay City, Texas**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **{Enter MO #}** authorizing the State to undertake and complete a highway improvement generally described as **{Enter Description of Improvement}** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:		Federal Highway Administration:	
CSJ #		CFDA No.	20.205
District #		CFDA Title	Highway Planning and Construction
Code Chart 64 #			
Project Name		AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Error! Reference source not found.	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Installation of a sidewalk along the east side of State Highway 60 from Hamman Road/Della Street to Whitson Street as shown in Attachment B. The project does not include the areas along State Highway 60 that currently have an existing sidewalk in working condition.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$436,425** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the

TxDOT:		Federal Highway Administration:	
CSJ #		CFDA No.	20.205
District #		CFDA Title	Highway Planning and Construction
Code Chart 64 #			
Project Name		AFA Not Used For Research & Development	

- Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - K. The State will not pay interest on any funds provided by the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #		CFDA No.	20.205
District #		CFDA Title	Highway Planning and Construction
Code Chart 64 #			
Project Name		AFA Not Used For Research & Development	

- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the

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contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Bay City, Texas ATTN: Mayor 1901 5 th Street Bay City, TX 77414	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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17. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

21. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for

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review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials

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and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

26. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these*

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requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

27. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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29. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

30. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE CITY OF BAY CITY, TEXAS

Signature

Mark A. Bricker

Typed or Printed Name

Mayor

Typed or Printed Title

Date

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ATTACHMENT A

RESOLUTION OR ORDINANCE

Attachment: AFA-AFA_LongGen-Bay City (3034 : TxDOT Advance Funding Agreement - SH60S Sidewalk Project)

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ATTACHMENT B

LOCATION MAP SHOWING PROJECT

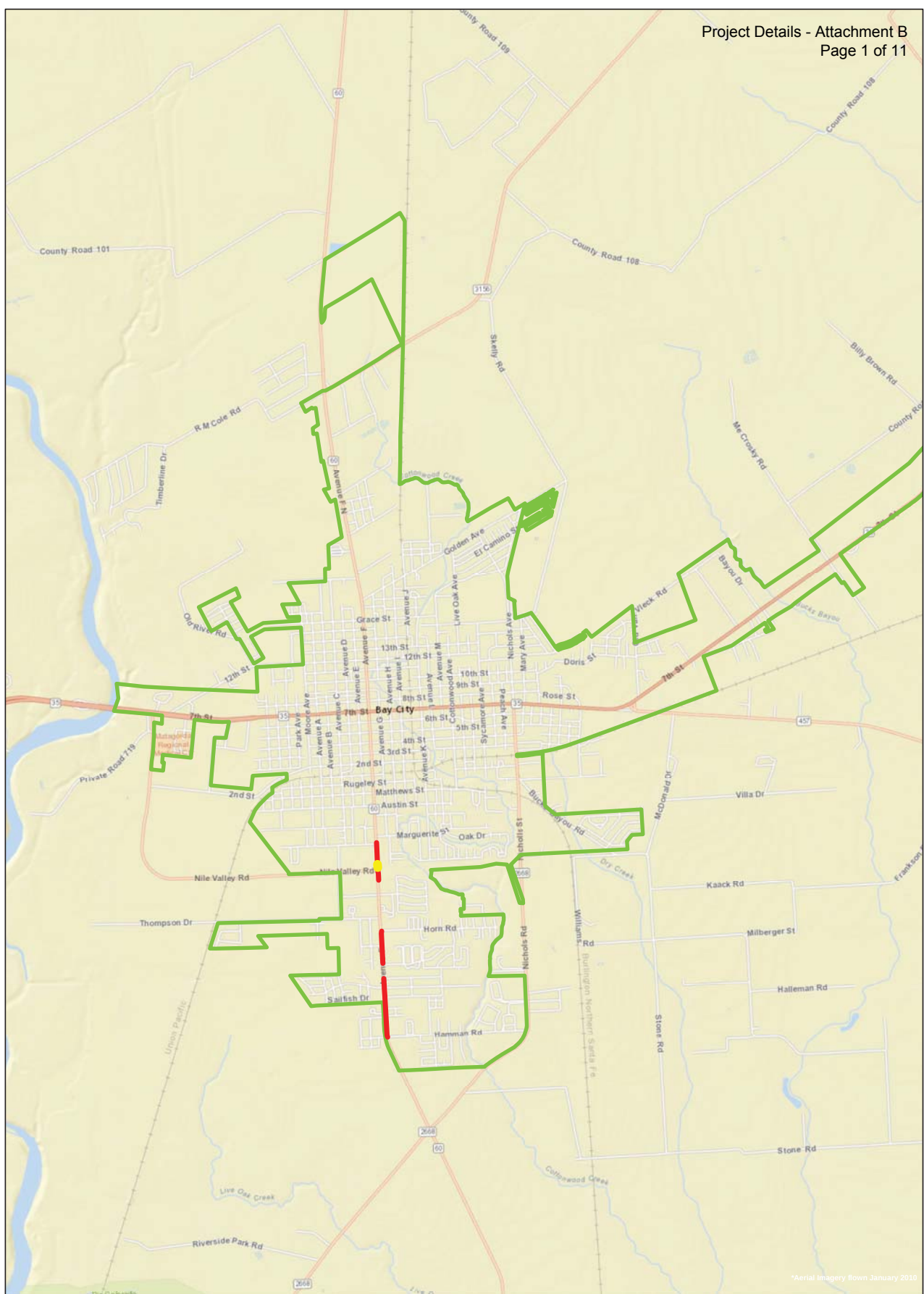
Attachment: AFA-AFA_LongGen-Bay City (3034 : TxDOT Advance Funding Agreement - SH60S Sidewalk Project)

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ATTACHMENT C

PROJECT BUDGET

[Insert a Project Budget and Description]



*Aerial Imagery flown January 2010

1 inch equals 1 miles
0 0.5 1 Miles

Disclaimer:
This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.
Coordinate System: NAD 83 TX 5 CENTRAL 4204 FEET
Vertical Datum: NAVD 1988 - 2001 Adjustment



STATE HIGHWAY 60 SIDEWALK PROJECT

LEGEND

- LCRA Footbridge
- Sidewalk
- City Boundary



VICINITY MAP
Scale: 1 inch equals 20 miles



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

RESOLUTION (ID # 3035)

Meeting: 03/22/18 07:00 PM
Department: Public Works
Category: Resolution
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 3035

**~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION
OF THE CITY OF BAY CITY TO MAKE AN APPLICATION TO
THE FISCAL YEAR 2019 H-GAC SOLID WASTE GRANTS
PROGRAM TO BENEFIT THE BAY CITY RECYCLING CENTER
RELOCATION.**

The existing recycling operations needs to be relocated for the development of the North Downtown plan. The City with assistance from Rachel Herring, the Executive Director for CTRA, will be preparing a grant application requesting \$200,000 for construction of a new recycling building on city property located on the southwest corner of Avenue K and 11th Street. The request will also include funding for relocation of the existing equipment (balers) and purchase of a portable loading ramp. This resolution gives the mayor authority to act in all matters relating to the application and any subsequent contracts related to the grant.

There is no required match for the grant. However, there will be some building components at the existing facility that can be reused and there will be some site work that will be performed in-house that will count towards "in-kind" services.

Grant applications are due by April 19, 2018. Applications will be evaluated and scored in early May. Applicants will be notified on May 9, 2018 as to whether or not their project was recommended for funding. Funds are available on September 1, 2018 and must be spent by June 30, 2019. Grant funding will be provided on a reimbursement basis only.

Several documents regarding the 2019 H-GAC Solid Waste Grant Program are attached with additional program information.

COMMENTS - Current Meeting:

Assistant Public Works Director, Marla Jasek presented the grant information.

The grant application was unanimously approved by motion. The motion was made by Mayor Pro Tem, Bill Cornman and seconded by Councilwoman, Chrystal Folsie.

Councilwoman, Becca Sitz, asked Council to consider the possibility of curbside recycling in the future. Mayor Bricker stated that this subject could be a part of the future contract negotiations with the City's sanitation provider.

REQUEST FOR APPLICATIONS

FISCAL YEAR 2019 H-GAC SOLID WASTE GRANTS PROGRAM APPLICATION

This is a Request for Applications for H-GAC's FY19 Solid Waste Grants Program. Included in this grant application package are the following:

- H-GAC FY19 Grant Announcement including screening and selection criteria
- H-GAC FY19 What's New
- Self Assessment Document, Used Electronics Guidance Document, HHW Guidance Document, Guidance for Local Enforcement Equipment Purchases, Questions to Ask When Shopping for Recycling and Composting Equipment, and Grant Writing Tips

H-GAC has received solid waste grant funds from the Texas Commission on Environmental Quality (TCEQ) for solid waste implementation projects. For FY19 solid waste implementation grants, **\$516,157** is available for local implementation projects. The local government implementation funds are intended to provide grant funding for projects which will implement the goals, objectives, and priorities established in H-GAC's latest approved Regional Solid Waste Management Plan . The minimum grant award is \$10,000.

Eligible grant categories are:

- Local Enforcement
- Source Reduction and Recycling
- Local Solid Waste Management Plans
- Litter and Illegal Dumping Cleanup and Community Collection Events
- Household Hazardous Waste Management
- Technical Studies
- Citizens' Collection Stations and "Small" Registered Transfer Stations
- Education and Training
- Other

Implementation projects funded under this grant program must be consistent with the H-GAC regional solid waste plan, must promote cooperation between public and private entities and may not create a competitive advantage over a private industry that provides recycling or solid waste services that are readily available. *(See FY19 Grant Announcement and Grant Application for more details.)*

Eligible Entities. Entities eligible for funding are cities, counties, public school districts (excluding universities and other post-secondary educational institutions), general and special law districts created in accordance with State law with the authority and responsibility for water quality protection or municipal solid waste management (e.g., river authorities and municipal utility districts) and Councils of Governments (COGs). In order to receive an implementation grant, the prospective grant recipient must not be arrears in the payment

of any municipal solid waste or hazardous waste fee owed to the State of Texas. Eligible entities may subcontract with other entities, such as private entities, non-profit organizations, or state and federal governments. Private entities, non-profit organizations, state and federal governments are not directly eligible for grants. They must partner with an eligible entity.

FY19 Solid Waste Grants Program Schedule

H-GAC staff will be available to answer any questions concerning the grant application package at the grant application workshop. Please see schedule below:

Monday, March 19, 2018
H-GAC Conference Room A
Second Floor
9:00 AM to 12:00 PM

The workshop will provide time for applicants to ask questions regarding their applications and proposed projects, and will include:

- Overview of the Solid Waste Grants Program
- How to Complete the Online Application
- Important Deadlines and Future Requirements
- Question/Answer Session

Applicants requiring further assistance are asked to schedule an individual appointment. First time applicants are strongly encouraged to attend the March 19th workshop. For projects to be considered by H-GAC for FY19 funding, the application must be received via the online application **no later than 5:00 p.m., Thursday, April 19, 2018**. No late applications will be accepted or scored. Additionally, no faxed, emailed or hard copy applications will be accepted or scored.

The Solid Waste Grants Scoring Subcommittee will meet on **May 7 and 8, 2018**, in H-GAC's Training Room, Second Floor, to score grant applications. Once all grant applications are received by H-GAC, grant applicants will be notified of their presentation time. **All grant applicants must have a representative at this meeting to give a brief presentation and to answer questions.** Funding recommendations will be emailed to each applicant and the H-GAC Solid Waste Management Committee on May 9, 2018. Any appeals to the funding recommendations must be submitted by **5:00 PM, Monday, May 14, 2018** (*See FY19 Grant Announcement for more details on the Appeals process*). The H-GAC Solid Waste Management Committee will meet on **Tuesday, May 22, 2018**, at **10:00 AM in H-GAC Conference Room A, Second Floor**, to hear appeals if needed. The H-GAC Board of Directors will complete final grant selection on **Tuesday, June 19, 2018**, at 10:00 AM in H-GAC Conference Room B, Second Floor. Once selected, grant recipient information will be sent to the TCEQ for review and comment.

If you have any questions, please contact the following H-GAC staff:

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Houston-Galveston Area Council (H-GAC)
In Cooperation with the Texas Commission on Environmental Quality (TCEQ)

*Announces Availability of Municipal Solid Waste Grants Program Funding
 For Fiscal Year 2019 and Issues This Request for Project Applications*

I. PURPOSE

Provide grant funding for projects that will provide a direct and measurable effect on reducing the amount of waste going into Texas landfills, by diverting various materials from the municipal solid waste (MSW) stream for beneficial use or by reducing waste generation at the source.

II. ELIGIBLE RECIPIENTS

The following public entities are eligible for grant funding under this program (non-profit organizations and private companies are not directly eligible, but may be subcontracted by eligible public entities):

- Cities
- Counties
- Public school districts (excluding universities and other post-secondary educational institutions)
- General and special law districts with the authority and responsibility for water quality protection or MSW management (e.g., river authorities and municipal utility districts)
- Councils of Governments (COGs)

III. GOVERNING STANDARDS

The conduct of projects provided funding under this program shall be in accordance with all applicable state and local statutes, rules, regulations, and guidelines. The main governing standards, include, but may not be limited to, the following:

- §361.014(b) of the Texas Health and Safety Code.
- Title 30 Texas Administrative Code (30 TAC) Chapter 330, Subchapter O, TCEQ Rules.
- 30 TAC Chapter 14, TCEQ Rules.
- General Appropriations Act, 85th Legislature.
- Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.
- H-GAC/TCEQ Allowable Expenditure Guidelines (pertaining to allowable costs for cost reimbursement contracts and grants).
- The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards (collectively, UGMS); and
- The Grant Agreement between the Council of Governments and TCEQ.

IV. AUTHORIZED PROJECT CATEGORIES

The following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as special requirements pertaining to that project category.

Category 1. Local Enforcement

This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations applicable to this category include:

- As provided by the General Appropriations Act (85th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

Category 2. Litter and Illegal Dumping Cleanup and Community Collection Events

Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, recycling of removed materials, fencing and barriers, and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Periodic community collection events to provide for collection of residential waste materials for which there is not a readily available collection alternative may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Funds may not be used for the disposal of collected wastes.

Funding limitations applicable to this category include:

- Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
- Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or H-GAC. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or H-GAC must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
- The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.
- All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, H-GAC will consider withholding at least ten percent (10%) of the reimbursements under an implementation project grant or subcontract, until

documentation is provided that the cleanup work has been completed and the materials properly managed.

- Funded community collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items (eg: large appliances and electronics) that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Category 3. Source Reduction and Recycling

This category may include projects that are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

Funding limitations applicable to this category include:

- Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Category 4. Local Solid Waste Management Plans

This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Subchapter D, Chapter 363, Texas Health & Safety Code, as implemented by state rule, Subchapter O, 30 TAC Chapter 330. In selecting a local solid waste management plan project for funding, H-GAC shall ensure that at least one year is available for the completion and adoption of the local plan.

Funding limitations applicable to this category include:

- All local solid waste management plans funded under this program must be consistent with H-GAC regional solid waste management plan and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

Category 5. Citizens' Collection Stations and "Small" Registered Transfer Stations

Funds may be used for projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.3, TCEQ Regulations. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. The following MSW facilities may qualify on a case by case basis for funding:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328.4(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.7(1) or (3).

Category 6. Household Hazardous Waste (HHW)

This category includes projects that provide a means for the collection, recycling, reuse, and/or proper disposal of HHW, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facility. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs.

Funding limitations applicable to this category include:

- All HHW collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

Category 7. Technical Studies

This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

Funding limitations applicable to this category include:

- All technical studies funded under this program must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with guidelines provided by the TCEQ.

Category 8. Educational and Training Projects

This category is intended for educational projects or training events dealing with a variety of MSW management topics. This category does not include the educational components of projects funded under the other categories.

Funding limitations applicable to this category include:

- Educational and training programs and projects funded under this program must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Category 9. Other Types of Projects

Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by H-GAC on a case-by-case basis.

V. ELIGIBLE EXPENSES

The following categories of expenses may be eligible for funding under this program. All expenses must directly relate to the conduct of the proposed project. The Narrative sections of the Grant Budget Summary portion of the Application will be used to describe how proposed expenditures will support the proposed project (refer to the FY19 Solid Waste Grant Application, Grant Budget Summary Instructions for detailed instructions).

1. **Personnel.** Appropriate salaries and fringe benefits for employees working directly on the funded project are authorized under most of the grant categories. Personnel funding is limited to no more than 2 years; however, second year funding is not guaranteed. All second year funding requests will need to compete in the overall grant process as any other grant application would need to compete. Also, grant funds cannot supplant existing salaries, and overtime is treated the same as salary.
2. **Travel.** Travel expenses directly related to the conduct of the funded program are authorized. Only the employees of the funds recipient assigned to the project will receive reimbursement for travel expenses. In accordance with UGMS, in those instances where grantees do not have an established organization-wide written travel policy approved by the governing board of the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the same rates allowed by the State of Texas for its employees.
3. **Supplies.** Expenses for supplies necessary for the conduct of the funded project are authorized. Expenses included under the Supplies expense category of a project budget should be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures must generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods that are consumed in a relatively short period of time, in the regular performance of the general activities of the proposed project.
4. **Equipment.** Equipment necessary and appropriate for the proposed project are authorized. H-GAC will carefully evaluate all requests for equipment to determine appropriateness of the equipment for the project. No equipment is to be purchased by an implementation project grant recipient unless approved in advance by H-GAC. Expenses included under the Equipment expense category should be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount

reflecting the appropriate percentage of time that the equipment will be directly used for the funded project.

5. **Construction.** Appropriate construction costs are authorized. Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. An implementation project grant recipient shall incur no construction costs unless H-GAC approves the construction details in advance. Appropriate costs that may be included are:
 - a. The cost of planning the project;
 - b. The cost of materials and labor connected to the construction project;
 - c. The cost of equipment attached to the permanent structure; and
 - d. Any subcontracts, including contracts for services, performed as part of the construction.

6. **Contractual Expenses.** Professional services or appropriate tasks provided by a firm or individual who is not employed by the implementation project grant recipient for conducting the funded project are authorized for subcontracting by the funds recipient. An implementation project grant recipient shall incur no contractual costs unless H-GAC approves the subcontract in advance. ***Applicable laws and regulations concerning bidding and contracting for services must be followed.*** Any amendment to a subcontract that will result in or require substantive changes to any of the tasks required to be performed must be approved in writing by H-GAC.

7. **Other Expenses.** Other expenses, not falling under the main expense categories, are included, if connected with the tasks and activities of the proposed project. Promotional items are expressly prohibited. Expenses in this category include:
 - a) Postage/delivery
 - b) Telephone/FAX
 - c) Utilities
 - d) Printing/reproduction
 - e) Advertising/public notices
 - f) Signage
 - g) Training/registration fees
 - h) Dues/membership fees
 - i) Office space
 - j) Basic office furnishings
 - k) Equipment rentals
 - l) Books/subscriptions
 - m) Repair/maintenance
 - n) Legal services
 - o) Temporary services
 - p) Recycling bins
 - q) Personal protective equipment
 - r) Computer hardware (less than \$5,000)
 - s) Computer software
 - t) Audio/visual equipment
 - u) Other equipment (less than \$5,000)

8. **Indirect.** Indirect costs may be funded, if applicable to the project. In accordance with UGMS, indirect charges are authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to ten percent (10%) of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the Applicant has an approved cost allocation plan, enclose documentation of the approved indirect rate with the project application.

Types of Expenses That May Be Appropriate Under Each Project Category

Following are examples of some of the types of expenses that may be appropriate under each of the project categories.

Category 1: Local Enforcement

- Equipment, such as vehicles, communications equipment, and surveillance equipment (NOTE: this does not include local code enforcement officer firearms nor ammunition)
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Protective gear and supplies (NOTE: this does not include self-contained breathing apparatus equipment)
- Education and outreach materials

Category 2: Litter and Illegal Dumping Cleanup and Community Collection Events

- Equipment, such as trailers and trucks
- Program administration expenses, such as, salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Subcontract expenses
- Protective gear and supplies
- Fencing, barriers, and signage
- Education and outreach materials

Category 3: Source Reduction and Recycling

- Facility design and construction
- Equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and equipment maintenance
- Education and outreach materials
- Printing and advertisement expenses

Category 4: Local Solid Waste Management Plans

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

Category 5: Citizens' Collection Stations and "Small" Registered Transfer Stations

- Facility design and construction
- Equipment, such as dumpsters or roll-off containers, trailers, compactors, crushers, scales, and recycling containers
- Protective gear
- Education and outreach materials
- Printing and advertisement expenses

Category 6: Household Hazardous Waste Management

- Design and construction of permanent collection facilities
- Equipment for permanent collection facilities, such as recycling containers, trailers, forklifts, and crushers
- Protective gear
- Contractual services for special collection events
- Education and outreach materials
- Printing and advertising expenses
- School chemical clean-out campaign (SC3) events and programs

Category 7: Technical Studies

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

Category 8: Educational and Training Projects

- Education and outreach materials
- Printing and advertising expenses
- Contractual services
- Program administrative expenses, such as salaries/fringe benefits, office supplies, and travel

Category 9: Other

- Expenses for projects that do not fall within categories 1-8 will be reviewed on a case-by-case basis.

VI. SUPPLEMENTAL FUNDING STANDARDS

In addition to the standards set forth in applicable laws and regulations, as well as the category-specific funding limitations, the standards outlined below apply to all uses of the FY 2019 solid waste grant funds.

1. **Uniform Grant Management Standards.** The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. **Procurement of Goods and Services.** Recipients of funds under this Contract, including H-GAC, implementation project grant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. **Minimum Grant Award.** The minimum grant award will be \$10,000.
4. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
5. **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.
6. **Municipal Solid Waste-Related Programs Only.** Funds may not be used for programs dealing with wastes that are not considered MSW, including programs dealing with industrial or hazardous wastes.
7. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category.
8. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or H-GAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

9. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.
10. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term “private industry” includes non-profit entities.
11. **Supplanting Existing Funds.** Funds may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same, were active at the time of the grant application and were funded from a source other than a previous solid waste grant, are not eligible for grant funding.
12. **Food/Entertainment Expenses.** Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
13. **Use of Alcoholic Beverages.** Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
14. **State Contracts.** Funds may not be provided through an implementation project grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2155.077, Government Code.
15. **Intended Purpose.** All equipment and facilities purchased or constructed with funds provided under this program shall be used for the purposes intended in the funding agreement.
16. **Consistency with Regional Solid Waste Management Plan.** A project or service funded under this program must be consistent with H-GAC’s approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
17. **Lobbyists.** Funds may not be used for employment or contracts for services of a lobbyist or for dues to an organization that employs or otherwise contracts for the services of a lobbyist.
18. **Enforcement Actions.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.

- 19. Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

VII. NOTIFICATION OF PRIVATE INDUSTRY REQUIRED

According to state law (Section 361.014 (b) TX Health & Safety Code), a project or service funded under this program must promote cooperation between public and private entities, and the grant-funded project or service may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. In accordance with grant requirements established by the TCEQ, an applicant for funding under one of the listed project categories below must adhere to the requirements listed below.

Applicable Categories

1. Source Reduction and Recycling
2. Citizens' Collection Stations and "Small" Registered Transfer Stations
3. A demonstration project under the Educational and Training Projects category

Applicant Notification Requirements

1. Contact in person or in writing the known private service providers of similar services that, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making the application.
2. Inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
3. Consider, where appropriate, meeting directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns before an application is submitted.
4. Complete applicable information on the appropriate grant application forms to provide documentation that private service providers were notified of the project prior to submission of the application and submit written comments provided by any private service provider.

VIII. FISCAL YEAR 2019 GRANT PROJECT DURATION

Projects selected for the FY 2019 Solid Waste Implementation Grant Cycle will begin September 1, 2018 and must be completed by June 30, 2019.

IX. HOW PROPOSALS WILL BE CONSIDERED

Proposals will be reviewed by H-GAC's Solid Waste Grants Scoring Subcommittee, using screening and selection criteria developed in cooperation with the TCEQ. The Solid Waste Grants Scoring Subcommittee, consisting of at least nine (9) members with representation from local government, private industry, citizen/environmental groups, non-profit organizations and H-GAC staff, will score the solid waste grant applications. All review committee members, excluding H-GAC staff, are either members or alternates of H-GAC's Solid Waste Management Committee. Members of the Solid Waste Management Committee may also appoint designees to serve on the Solid Waste Grants

Scoring Subcommittee. Any change to the makeup of the Solid Waste Grants Scoring Subcommittee will be posted on the H-GAC website under <http://www.h-gac.com/community/solid-waste-management/grants.aspx>.

SCREENING CRITERIA

In order for any proposed project to be considered, the following screening criteria must be met. If these screening criteria are not met, the proposed project will receive no further consideration for grant funding.

1. The application must be complete and all application requirements and procedures followed, including requirements to notify private service providers of the proposed project, when applicable.
2. The proposed project must conform to eligible category standards, eligible recipient standards, and allowable expense and funding standards, as established by the TCEQ and H-GAC and under all applicable laws and regulations.
3. The applicant must agree to document the results of the project as required by H-GAC.
4. The proposed project must be technically feasible, and there must be a reasonable expectation that the project can be satisfactorily completed within the required time frames.
5. The proposed project activities and expenses must be reasonable and necessary to accomplish the goals and objectives of the project.
6. The proposed project must be consistent with the approved H-GAC regional solid waste management plan and must directly support implementation of the regional plan.
7. The applicant must present to the Solid Waste Grants Scoring Subcommittee.

SELECTION CRITERIA

If a proposed project meets all of the applicable screening criteria, it will be evaluated by H-GAC's Solid Waste Grants Scoring Subcommittee, using the following selection criteria. There are four sets of selection criteria:

- Project Merits and Needs (0 - 45 points)
- Local Resources and Commitments (0 - 25 points)
- Project Evaluation (0 - 30 points)

PROJECT MERITS AND NEEDS (0 - 45 Points)

The SWMC gives the most points for "Project Merits and Needs."

- **Project Objective and Need:** *Please include answers to the following questions in the "Objective" and "Need for Project" sections of the application.*

Local Enforcement

1. Additional case load to be investigated?
2. Estimated tons of waste removed from illegal dumping sites through enforcement action?

3. Estimated number of chronic dump sites to be investigated?
4. Will you or do you currently file charges or does your entity require cleanup only?

Litter & Illegal Dumping/Cleanup Events

1. Amount of material to be collected for disposal?
2. Amount of material to be collected for recycling/reuse?
3. Total estimated land area to be cleaned (in acres or linear miles)?
4. Cost per acre of land area or linear mile to be cleaned: (grant request/acres cleaned)?

Source Reduction & Recycling

1. Have you identified end markets? If yes, what are they?

Local Solid Waste Management Plans & Technical Studies

1. Estimated number of entities implementing actions related to study findings/plan?

Household Hazardous Waste Management

1. Estimated number of participants at collection event?
2. Cost per car (disposal cost/number of participants)?
3. Amount of HHW to be collected (in pounds)?
4. Amount of Used Electronics to be collected (in tons)?
5. Are you planning to charge a fee or ask for monetary donations from participating citizens?
6. Are you partnering with a private industry?

Citizens' Collection Stations and "Small" Registered Transfer Stations

1. Estimated amount of waste collected for disposal?
2. Estimated amount of material collected for recycling/reuse?
3. Distance to closest landfill?

Education & Training

1. Amount of educational items to be produced and distributed?
2. Estimated number of people reached through education activities?
3. Estimated number of mass media activities (press releases, PSAs, etc)?

- Project Objective: *List the overall goal or objectives of the proposed project. Describe the expected benefits of the proposed project.*
- Need for Project: *Describe the proposed project and justify the need for it.*
- Project Feasibility:
 1. *Indicate if this is a startup or pilot project where no such program exists. How does it benefit the local government or region? or,*
 2. *Indicate if this is an enhancement of an existing program; give a brief description of your existing program and indicate how the proposed project would significantly improve the program.*
 3. *Indicate if this project has received solid waste grant funding in the past years (FY93 – FY17).*
 4. *Describe progress or agreements made regarding this project so far.*
 5. *Describe staff qualifications.*
- Outreach and Education: *Explain what steps you will take to promote the program to the public, local officials, etc. How will your project be publicized? Are there adequate levels of customer*

incentives, public education or public input, as appropriate to the proposed project? How will the public be involved in your project? What kind of education methods will be used?

LOCAL RESOURCES AND COMMITMENT (0 - 25 Points)

In this section, describe the ways your organization intends to provide resources to make the project succeed during the grant period and beyond.

- **Ability to Sustain the Project:** *If the proposed project could become an ongoing service, describe/demonstrate how this project may be sustained beyond the grant period. To what extent are salaries or operational expenses requested, how will the salary or operational expenses be continued when grant funding ends? List previously demonstrated commitments to preferred solid waste management practices, such as implementing other solid waste projects. If the proposed project has received previous H-GAC grant funding, describe to what extent this proposal involves expansion of current services or operations and present quantifiable documentation of the success of the project in order to warrant further funding.*
- **Matching Funds or In-Kind Services:** *Local match through cash or in-kind services is encouraged. If the applicant is providing contributions to the project either through cash matching funds or in-kind services, please identify the match on your application in this section. In-kind services should relate only to staff or services directly involved with the proposed project. Your narrative should show the relative importance or effort of the local contribution in relationship to the entire project. (H-GAC Solid Waste Grants Scoring Subcommittee understands that due to the timing of this RFA, cash contributions may not be feasible.)*
- **Partnerships:** *Please explain any partnerships involved with the project and describe the role of each partner.*

Supporting Documentation: *Please place copies of letters, resolutions, etc. in Attachments.*

PROJECT EVALUATION (0 - 30 Points)

This section describes how the project is cost-effective and a good use of grant funds.

- **Economic Viability:** *Explain how the proposed project will be able to fund itself in the future. Will the project bring in funds? Will the project reduce costs of another program?*
- **Anticipated Effectiveness:** *Describe the expected results. What makes you believe this project will be successful? By how much will recycling rates increase, litter reduce, etc.?*
- **Measures of Success:** *Discuss the results that would indicate success has been achieved for your project. Additionally you should touch on the methods of measurement.*

X. SCORING PROCESS AND PROCEDURES

- Staff will provide each member of the Solid Waste Grants Scoring Subcommittee with a summary table of all applications received and information to view applications received by the deadline established.

- Each applicant must have a representative available at the review meeting to provide a summary of the project and to answer review committee members' questions and concerns. Each applicant will be assigned a specific time to present on either **May 7, 2018 or May 8, 2018**.
- Order of presentation of proposed projects will be determined by project type and applicant availability.
- The high and low scores will be eliminated. The remaining scores will be averaged to obtain the final score.
- There will be no consensus scoring. Each member will score project applications individually (See attached score sheet on page 18).
- Ranking of projects will be based on scores derived from the review process.
- Scores will be tabulated and averaged (on less than full point intervals/decimal points) by staff, transmitted to the H-GAC Board of Directors (for final approval), provided to interested parties and made available to applicants.

XI. CONFLICT OF INTEREST

Members of the H-GAC governing body, SWMC members and their alternates, and H-GAC staff members must abstain from voting on any application during the Solid Waste Grants Scoring Subcommittee review and scoring process if the member or an individual related to the member within the third degree of consanguinity or within the second degree of affinity

- Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;
- Serves on any board that oversees the unit or division that would administer the grant, if awarded;
- Receives any funds from the applicant as a result of the grant; or
- Uses or receives a substantial amount of tangible goods, services or funds from the applicant.

A member will not be prohibited from voting or commenting upon projects that are being carried out to serve the entire region.

A member who abstains from voting on any application will document the abstention by signing the appropriate scoring sheet and writing "abstained" on the sheet. This sheet will be kept on file along with the scored sheets.

XII. OTHER REQUIREMENTS

Grant recipients will be required to enter into standard legal agreements with H-GAC to ensure that the approved work program of the project is followed. Among other provisions, legal agreements will include the following:

- Grant funding will be provided on a reimbursement basis only, and all requests for reimbursement must be handled through H-GAC. All requests for reimbursement must include a progress report on the project in order to justify expenditures.
- Grant recipients must agree to provide data related to the results of the project to H-GAC. As appropriate to the project, the grant recipient will also be asked to commit to monitoring the results of the project beyond the grant term, and periodically provide H-GAC additional reports on the status of the project.

- Grant recipients must agree to allow staff of H-GAC and/or TCEQ to perform on-site visits to monitor the progress of projects.

XIII. APPEALS

Applicants may appeal the funding recommendations to the H-GAC SWMC after the results of the scoring process have been announced. All appeals must be based on a **specific, identified error** of the Solid Waste Grants Scoring Subcommittee and not on factors that allow discretion by the Solid Waste Grants Scoring Subcommittee members.

The appeal deadline is **5:00 p.m., Tuesday, May 15, 2018**. Applicants must notify H-GAC staff of any appeals. Notification must be in writing and may be via email or letter. The written notification must include a justification of the grounds for the appeal.

The SWMC will meet on **Tuesday, May 22, 2018, at 10:00 a.m. in Conference Room A, Second Floor, 3555 Timmons Lane, Houston, Texas 77027**, to hear appeals if needed. If any appeals are upheld, H-GAC staff will send out a notice with the revised project rankings, funding amount recommendations and comments. However, please note that these recommendations will not be final until considered by the H-GAC Board of Directors on June 19, 2018, from 10 a.m. to noon in Conference Rooms B/C, Second Floor, 3555 Timmons Lane, Houston, TX 77027.

XIV. HOW TO APPLY

Project proposals should be submitted directly to the Houston-Galveston Area Council via the online application website: <http://www.h-gac.com/community/solid-waste-management/grant-application/login.aspx>. Submit your completed online application(s) by **5:00 p.m., Thursday, April 19, 2018**. No late applications will be accepted.

H-GAC staff members are available to assist interested parties during the application process.

Erin Livingston	(832) 681-2525	erin.livingston@h-gac.com
Cheryl Mergo	(713) 993-4520	cheryl.mergo@h-gac.com
Becki Begley	(713) 993-2410	becki.begley@h-gac.com

XV. GENERAL APPLICATION INSTRUCTIONS

A separate application must be submitted for each individual project proposed. In completing your application, please be concise, but provide a sufficient level of detail to facilitate the consideration of your proposed project.

Please remember...

- Complete all parts of the application as requested, including all application certifications, assurances, and deliverables.
- Save a copy of your application for your records.
- Notify private service providers, if applicable (see instructions on Page 13).

FY19 Grant Scoring Sheet

Applicant	Project Type	Application Number
City of X	SRR	1

Grant Request	Local Match	Total Cost	Local Match as % of Total
\$100,000	\$25,000	\$125,000	20

*Score***Merits and Needs**

Need for project _____ out of 20 points
 Objective _____ out of 5 points
 Project feasibility _____ out of 10 points
 Outreach and education _____ out of 10 points

Total out of 45 points

Local Resources and Commitments

Ability to sustain project _____ out of 15 points
 Matching funds or in-kind services _____ out of 5 points
 Partnerships _____ out of 5 points

Total out of 25 points

Project Evaluation

Economic viability _____ out of 15 points
 Anticipated effectiveness _____ out of 10 points
 Appropriate measures of success _____ out of 5 points

Total out of 30 points

TOTAL FOR PROJECT		out of 100 points
--------------------------	--	--------------------------

Attachment: FY18-19-Full-Grant-Announcement (3035 : HGAC Recycling center grant)

Comments

Scored by:

Signature

Printed Name

Date

WHAT'S NEW FOR THE FISCAL YEAR 2019 SOLID WASTE GRANTS PROGRAM APPLICATION

**Grant Workshop:
Monday, March 19, 2018
H-GAC Conference Room A
Second Floor
9:00 AM to 12:00 PM**

The workshop will provide time for applicants to ask questions regarding their applications and proposed projects, and will include:

- Overview of the Solid Waste Grant Program
- How to Complete the Online Application
- Important Deadlines and Future Requirements
- Question / Answer Session

Applicants requiring further assistance will need to schedule an individual assistance appointment. First time applicants **are strongly encouraged to attend the March 19th workshop.**

Grants are awarded on a competitive basis. A project or service funded under this program must be consistent with the Regional Solid Waste Management Plan and must be intended to implement the goals, objectives, and priorities established in the Regional Solid Waste Management Plan, available at:

<http://www.h-gac.com/community/recycling/documents/regional-solid-waste-management-plan-vol-1.pdf>

NEW FOR FY2018/2019 REQUEST FOR PROJECT APPLICATION

FY18/19 PRIORITIES REMOVED

For FY18/19, the Solid Waste Management Committee, a Board appointed committee of H-GAC, has chosen to remove the 10 points awarded to projects identified as priority projects and to instead redistribute those points to existing scoring criteria. To see the points assigned to each question check out the score sheet template in the Full Grant Announcement.

FY18/19 BONUS POINTS REMOVED

During the previous grant selection process points were given based on the overall quality of the application. These bonus points are being removed as an option.

SCORING PROCESS

During previous grant years of the grant selection process making a presentation to the Solid Waste Grant Scoring Subcommittee was not mandatory. It has been made mandatory.

If you have any questions, please contact the following H-GAC staff:

Cheryl Mergo
Manager
(713) 993-4520
cheryl.mergo@h-gac.com

Erin Livingston
Sr. Environmental Planner
(832) 681-2525
erin.livingston@h-gac.com

Becki Begley
Outreach Program Coordinator
(713) 993-2410
becki.begley@h-gac.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE HOUSTON-GALVESTON AREA COUNCIL FOR THE FICAL YEAR 2019 H-GAC REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF BAY CITY, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDING THAT IF A GRANT IS RECEIVED THE CITY OF BY CITY, TEXAS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE HOUSTON-GALVESTION AREA COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUOALITY AND THE STATE OF TEXAS.

WHEREAS, the Houston-Galveston Area Council is directed the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the goals, objectives and priorities established in H-GAC's latest approved Regional Solid Waste Management Plan; and

WHEREAS, the City of Bay City in the State of Texas is qualified to apply for grant funds under the Request for Applications; and

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

Section 1. The Mayor is authorized to request grant funding under the Houston-Galveston Area Council Request for Application of the Fiscal Year 2019 H-GAC Regional Solid Waste Grants Program and act on behalf of the City of Bay City in all matters related to the grant application and any subsequent grant contract and grant projects that may result.

Section 2. That if the project is funded, the City of Bay City will comply with the grant requirements of the Houston-Galveston Area Council, Texas Commission on Environmental Quality and the State of Texas.

Section 3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

Section 4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the City Council in Bay City, Texas on this the 22nd day of March, 2018.

Mark A. Bricker, Mayor
City of Bay City

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

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

Attachment: 2019 HGAC GRANT RESOLUTION (3035 : HGAC Recycling center grant)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Resolution
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:

AGENDA ITEM (ID # 3041)

DOC ID: 3041 A

**~ DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION
ESTABLISHING A POLICY FOR CONSUMPTION OF
ALCOHOL UPON PUBLIC PROPERTY WITHIN THE CITY OF
BAY CITY, TEXAS. WHEREAS, THE CITY OF BAY CITY CITY
COUNCIL HAS THE AUTHORITY TO REGULATE CITY
PROPERTIES IN THE SAME MANNER AS A PRIVATE
PROPERTY OWNER.**

COMMENTS - Current Meeting:

Library Director, Samantha Denbow presented the resolution.

The resolution was unanimously approved by motion. The motion was made by Councilman, Jason Childers and seconded by Mayor Pro Tem, Bill Cornman.

RESOLUTION ____

A RESOLUTION ESTABLISHING THE POLICY FOR CONSUMPTION OF ALCOHOL UPON PUBLIC PROPERTY WITHIN THE CITY OF BAY CITY, TEXAS.

WHEREAS, the Bay City City Council believes that the allowance of alcoholic beverages at the Bay City Public Library and its branches would enhance adult programming opportunities at the Library; and,

WHEREAS, the Bay City City Council would like to ensure a safe and appropriate environment for program participants.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bay City, Texas:

SECTION 1. Only beer, wine, or wine coolers shall be permitted upon the premises of the Bay City Public Library and its branches.

SECTION 2. Kegged beer or beer requiring air to be dispensed from its container shall not be permitted.

SECTION 3. No alcohol will be sold upon the premises of the Bay City Public Library and its branches, rather patrons participating in adult programming activities will be allowed to bring in beer, wine or wine coolers to approved events when beer, wine, or wine coolers is not served during the program by an approved organization.

SECTION 4. Approved organizations will include any non-profit organization that does not sell, charge a fee, or request donations for alcohol served. All other types of organizations will be required to obtain the proper permits in order to serve alcohol at an approved event.

SECTION 4. Approved events will include only adult programs directly sponsored by the Bay City Public Library, its branches, the Bay City Library Association, or the Friends of the Library. In the case of Friends of the Library or Bay City Library Association programs, the acting library director shall be notified at least twenty-four hours in advance of the program taking place.

SECTION 5. No alcohol will be allowed upon the premises of the Bay City Public Library or its branches during normal operating hours.

SECTION 6. No one under twenty-one years of age will be allowed upon the premises of the Bay City Public Library or its branches when alcohol is being consumed.

PASSED AND APPROVED by the City Council in Bay City, Texas, on this the 22nd day of March, 2018.

Mark A. Bricker, Mayor
City of Bay City

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

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

Attachment: library resolution alcohol on premises (3041 : Resolution - Alcohol Consumption Policy)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3040

AGENDA ITEM (ID # 3040)

**~ DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT
WITH CHELSEA ARCHITECTS FOR PRODUCING A
COMPLETE CONSTRUCTION PACKAGE (DRAWINGS AND
SPECIFICATIONS) FOR THE RENOVATION OF THE TEXAS
THEATER AND HERALD BUILDINGS.**

COMMENTS - Current Meeting:

Mayor Pro Tem, Bill Cornman presented the Chelsea Architect contract.

The contract was unanimously approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Chrystal Folse.



Architecture - Engineering - Forensic Analysis

Chelsea Place Design, Inc.
3200 Southwest Fwy. Ste. 2121
Houston, Texas 77027-7525

713-621-5599

www.cpdhouston.com

Texas Reg. (Eng.) # F-5659

PROFESSIONAL SERVICES AGREEMENT

Dated: February 21, 2018

Between the **Owner**, the City of Bay City, 1901 Fifth Street, Texas 774114 (“Bay City” or “Owner”), and the **Architect**, Chelsea Place Design, Inc., d/b/a Chelsea Architects (“Chelsea Architects” or “Architect”), 3200 Southwest Freeway, Suite 2121, Houston, Texas 77027, for the following project:

Design Development Phase & Construction Documents Phase for 2231 & 2237 Avenue F, Bay City, Texas 77414, aka the ***Texas Theater*** (the “Project”).

Chelsea Architects agrees to provide design services for the Project, based on the Schematic Design Report (dated November 10, 2017) prepared under a prior Owner-Architect Agreement. *Basic services* shall include architectural, structural engineering, (MEP) mechanical-electrical-plumbing engineering, and acoustical/audio services performed by employees of Chelsea Architects and by the Architect’s engineering consultant, Dabney Commercial Engineering and acoustical consultant, BAi.

Civil engineering and landscaping services are NOT included in *basic services*.

Basic services for the theater space include coordination of the design documents with Texas Scenic Co., a consultant to the Owner for theatrical lighting and curtains. *Basic services* include structural support for stage curtains and portable lighting fixtures, power for lighting fixtures and sound systems, and fixed seating in the theater.

Basic services do NOT include design/selection/pricing of Fixtures, Furnishings, & Equipment (e.g., appliances, furniture, stage curtains, lighting fixtures that are plugged in, not hard-wired, a kiln, etc.).

In the Design Development Phase, the Architect and its consultants, in coordination with the Owner, will further define and describe all important aspects of the Project. Drawings and specifications will identify the Project’s size and character as to architectural, structural, MEP, and acoustical systems and materials and other elements as appropriate. The preliminary construction cost estimate will be updated. The estimated time to complete the Design Development Phase is three months.



PROFESSIONAL SERVICES AGREEMENT
City of Bay City and Chelsea Place Design, Inc.
 February 21, 2018

In the Construction Documents Phase, the Architect and its consultants, in coordination with the Owner, and based on the approved Design Development documents, will prepare drawings and specifications that set forth the requirements for construction and are suitable for obtaining the necessary permits/approvals and for bidding/pricing by qualified Contractors. The Construction Documents will be organized as if the entire Project will be constructed under one contract in one phase. The estimated time to complete the Construction Documents phase is three months.

The Architect's services shall be performed with skill and care as is consistent with professional skill and care used by members of the subject profession practicing under similar circumstances at the same time as the Project. Minor revisions to the design are included in the Architect's *basic services*, but significant changes to the design established in the Design Development Phase, after it has been approved by the Owner, (e.g., material changes to the Project program, material changes in room layouts) will be an *additional service*. In the event the Architect believes additional services may be necessary, it shall provide written notice to Owner as soon as practical and before incurring additional costs.

The Owner shall provide the Architect full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.

The Owner shall provide services associated with opening selected walls, floors, and ceilings to allow the architect and engineer to inspect the building structure.

It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost or evaluation agreed to by the Architect.

The Instruments of Service prepared by the Architect for this Project are for use solely with respect to this Project. The rights granted herein are irrevocable, and permit Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

The Architect's fees for *basic services* shall be a stipulated sum of **\$249,590.00**, plus reimbursable expenses, not to exceed \$7,500 per Phase.

Architectural & Engineering Fees by Phase:

- | | |
|--------------------------------|--------------|
| • DESIGN DEVELOPMENT PHASE | \$116,160.00 |
| • CONSTRUCTION DOCUMENTS PHASE | \$133,430.00 |



PROFESSIONAL SERVICES AGREEMENT
City of Bay City and Chelsea Place Design, Inc.
 February 21, 2018

Additional services shall be provided if authorized by the Owner, in writing in advance, and they shall be charged at the standard hourly rates or a mutually agreed upon stipulated sum. The Architect's standard hourly rates, reimbursable expenses, and the standard used to calculate finished areas are described in *Exhibit "A"* which is attached to this Agreement.

The Owner has previously provided an asbestos survey for the property. The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site. Notwithstanding the foregoing, if the Architect or the Architect's consultants have actual knowledge of any form of hazardous materials at the Project site, they shall immediately notify the Owner.

Upon execution of this Agreement, and receipt of a Notice to Proceed from the Owner (one for each of the two phases), payments for *basic services*, including reimbursable expenses, shall be submitted monthly, for percentage completion of the Phases, as listed above, until the entire amount has been credited. Payments are due and payable thirty (30) days from the date of the Architect's invoice. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for suspension of services, if, after thirty (30) days of written notice to Owner, Owner has not paid in full the amounts due in the invoice.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with reimbursable expenses, but shall not be entitled to reimbursement for unperformed services. Upon Owner's termination of Architect, Architect shall cease all services. Architect's indemnity obligations and Owner's intellectual property rights shall survive any termination by Owner.

To the fullest extent permitted by law, Architect will indemnify and save harmless Owner, its agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from performance and furnishing of Architect's services under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Architect, its employees and/or sub-Consultants. Architect shall indemnify and save harmless Owner, its agents and employees only for that portion of injury or damage adjudicated by a Court or jury to have been caused by Architect.

Architect shall obtain and maintain at its expense during the term of this Agreement and for a period of at least two (2) years after the expiration or termination of this Agreement, all insurance coverage required by law as well as appropriate insurance coverage to protect against any and all claims or liabilities that may arise directly or indirectly as a result of its performance under this Agreement. This insurance shall, at a minimum, include the following coverage written for not less than the following limits or as required by law, whichever is greater:



PROFESSIONAL SERVICES AGREEMENT
City of Bay City and Chelsea Place Design, Inc.
 February 21, 2018

Commercial General Liability Insurance: \$1,000,000 per occurrence and in the aggregate covering claims for bodily injury, death, sickness or disease, including occupational sickness or disease; property damage; bodily injury or property damage arising out of completed operations; and contractual liability applicable to Architect's indemnity obligations hereunder.

Automobile Liability covering vehicles owned by Architect and non-owned vehicles used by Architect: \$1,000,000 per claim and in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Professional Liability: \$1,000,000 per occurrence covering negligent acts, errors and omissions in the performance of professional services.

Architect shall cause Owner and any affiliates designated by Owner to be additional insureds on the General Liability and Automobile Liability policies. Architect shall deliver to Owner upon execution of this Agreement proof of this insurance in the form of a Certificate of Insurance evidencing this insurance coverage. No less than thirty (30) days advance written notice shall be given to Owner prior to cancellation, termination or material change of the policies. Architect is responsible for assuring that Owner has current Certificates of Insurance throughout the Term of this Agreement.

This Agreement shall be governed by the law of the location of the Project. This Agreement entered into as of the day and year first written above.

OWNER

City of Bay City

ARCHITECT

Chelsea Place Design, Inc.

Print Name: _____

Leonard G. Lane, Jr., Vice-President

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, P.O. BOX 12337, AUSTIN, TEXAS 78711-2337 OR 333 GUADALUPE, SUITE 2-350, AUSTIN, TEXAS 78701-3942, TELEPHONE (512) 305-9000, HAS JURISDICTION OVER COMPLAINTS REGARDING THE PROFESSIONAL PRACTICES OF PERSON REGISTERED AS ARCHITECTS IN TEXAS.



Architecture - Engineering - Forensic Analysis

Chelsea Place Design, Inc.
3200 Southwest Fwy. Ste. 2121
Houston, Texas 77027-7525

713-621-5599

www.cpdhouston.com

Texas Reg. (Eng.) # F-5659

EXHIBIT "A"

A. **HOURLY RATES** - The following hourly rates are valid through December 31, 2018.

Principal	\$200.00/HR
Sr. Architect	\$150.00/HR
Intern	\$ 90.00/HR
Draftsperson	\$ 60.00/HR
Structural Engineer	\$225.00/HR

B. **REIMBURSABLE EXPENSES** - Reimbursable expenses are in addition to the Compensation for Basic and Additional Services. They are actual expenditures, with a 10% markup, made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following subparagraphs.

1. Automobile travel between the Architect's office and Bay City (160 miles, roundtrip), Texas, or other locations outside the Houston metropolitan area, will be billed at \$0.585/mile.
2. Fees paid for securing necessary approval of authorities having jurisdiction over a project.
3. Expense of reproductions, postage and handling of drawings, specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.
4. If authorized in advance in writing by the Owner, the expense of overtime services requiring higher than regular rates.
5. Expense of renderings, models and mock-ups requested by the Owner, at a price approved in writing by Owner, that are outside the scope of *basic services*.

C. **FINISHED AREA CALCULATIONS** – The standard used to calculate square footage for commercial projects is ANSI/BOMA Z65.1-2010 (American National Standards Institute). This method was developed with the help of the Building Owners and Managers Association (BOMA).

END OF DOCUMENT



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 3044)

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3044

**~ DISCUSS, CONSIDER, AND/OR APPROVE THE BAY CITY
MAIN STREET BOARD'S FACADE GRANT APPLICATION
REQUESTS FOR FUNDING.**

1629 7th Street (Alexa's Fashions and Gifts) and 1631 7th Street (Dybala Firearms) have requested the Main Street Board consider assisting with funding.

COMMENTS - Current Meeting:

Councilwoman, Becca Sitz presented this information to Council members and Mayor Bricker. This agenda item was tabled at this time.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3042

DISCUSSION ITEM (ID # 3042)

**~ RECEIVE AND DISCUSS AN UPDATE ON THE INTERNAL
CHARTER INVESTIGATION REQUESTED BY COUNCIL.**

COMMENTS - Current Meeting:

City Secretary, David Holubec presented an update to the Council members and Mayor Bricker regarding his research of the previous City Charter changes. This will continue to be an agenda item until a resolution is determined by Council members and Mayor Bricker.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Report
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3045

AGENDA ITEM (ID # 3045)

**~ PURSUANT TO SEC. 551.071 OF THE TEXAS
GOVERNMENT CODE (CONSULTATION WITH ATTORNEY)
CITY COUNCIL SHALL CONVENE IN EXECUTIVE SESSION
TO CONSULT WITH, AND RECEIVE LEGAL ADVICE FROM,
CITY ATTORNEY REGARDING THE STATUS OF CERTAIN
INCENTIVE AGREEMENTS THE CITY ENTERED INTO WITH
DUNN HEAT EXCHANGERS; 9ER'S GRILL AND HENDERSON
FABRICATION, INC.**

COMMENTS - Current Meeting:

Council members and Mayor Bricker retired to Executive session at 8:26PM.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Personnel
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 3043

AGENDA ITEM (ID # 3043)

**~ PURSUANT TO SEC. 551.074 OF THE TEXAS
GOVERNMENT CODE (PERSONNEL MATTERS) CITY
COUNCIL SHALL CONVENE IN EXECUTIVE SESSION TO
DELIBERATE THE EVALUATION AND DUTIES OF THE
MAYOR.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 03/22/18 07:00 PM
Department: City Secretary
Category: Presentation
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:

AGENDA ITEM (ID # 3011)

DOC ID: 3011 A

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

COMMENTS - Current Meeting:

Council members returned from Executive Session at 9:49PM. Mayor Bricker left the meeting early. Mayor Pro Tem, Bill Cornman chaired the remainder of the meeting. Council members unanimously approved, by motion, to honor the current agreement with 9r's restaurant. The motion was made by Councilman, Jason Childers and seconded by Councilwoman, Becca Sitz.