



BAY CITY

MINUTES • SEPTEMBER 28, 2017

Council Chambers

Regular Meeting

7:00 PM

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

1. CALL TO ORDER

Mayor Bricker called the meeting to order at 7:03PM.

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILMAN JASON CHILDERS

Texas State Flag Pledge:

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

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

3. CERTIFICATION OF QUORUM

Mayor Bricker certified that a quorum was present.

4. APPROVAL OF AGENDA

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

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.

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David Torres:

Horn Road property - sidewalk was destroyed - repaired by city. Grass needs trimming. More sidewalk work is needed.

Street repairs and Stop signs need repaired. Raised taxes. Water / sewer raising rates. Elected to help the citizens.

Jo Halbert:

Praised tree limbs being picked up in her Baywood neighborhood. Thankful. Commended workers.

Blackcat Football Team - This year we have a great winning football team. Great community activity in the past. Go see the football team and support them. Doing things in our communities. Let's support these winning students.

Art League is honoring an artist in October. Inviting all to attend. The artist is Greg Chitwood. October 14, 2017, 4-7PM.

Oxford House presentation (Johnnie). - Bay City Recovery in Bay City. Resources. Exciting news for our City.

Reviewed Oxford House program. Zero tolerance facility. No second chance. Fresh start environment. Thrive in their own community. Tommy Chambers, employee - Region 6 - Houston, Galveston and Matagorda Counties.

Jerry Hance:

Thank you for everyone in the city and county that helped during the Hurricane Harvey event. Lots of rain - drainage system seemed to handle the large amount of rain.

6. REGULAR ITEMS

1. Report

UPDATE ON MEADOW OAKS PHASE I PLAT FOR THE MARGUERITE MEADOWS PROJECT IN BAY CITY, TEXAS.

Marla Jasek, Asst Director Public Works

Marla Jasek - Reviewed Meadow Oaks Subdivision Information - Fire department has reviewed the plans. Development agreement needs to be completed, then the Planning Commission will review the information requested for later approval.

Plat for Phase 1 / 22 houses. Would be approved by the planning commission with the one Marguerite street entrance/exit only.

Two traffic impact studies were completed. Traffic standpoint. Weight and strength of the road. Not factoring into the traffic in the neighborhood.

Discuss on agenda for another October council meeting- TIRZ #3 agreement.

2. Bid

DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE CONSTRUCTION BIDS FOR THE PHASE III-B STREET RECONSTRUCTION PROJECT TO REXCO CONSTRUCTION SERVICES, INC. IN THE AMOUNTS OF \$3,016,928.96 (CONCRETE-NICHOLS) AND \$42,001.50 (ESPLANADE-AVE G); AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND REXCO CONSTRUCTION SERVICES, INC.

Barry Calhoun, Director of Public Works

Public Works Director, Barry Calhoun presented this agenda item regarding the Street Rehab project.

(See attachment)

Drawing #62 was questioned by Councilman Childers - Cox Building sidewalk area due to the drainage issues.

The Phase 3 Rehab plan was approved unanimously by motion. The motion was made by Councilwoman Chrystal Folse and seconded by Councilwoman Julie Estlinbaum.

3. Resolution

DISCUSS, CONSIDER AND/OR ADOPT A RESOLUTION TO DESIGNATE AN ENGINEERING SERVICE PROVIDER FOR THE 2017 TEXAS CAPITAL FUND MAIN STREET PROGRAM FROM THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ASSIST THE CITY IN THE APPLICATION PREPARATION AND PROJECT IMPLEMENTATION OF A PEDESTRIAN FRIENDLY IMPROVEMENTS PROJECT IN THE CITY'S MAIN STREET DISTRICT; AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT, APPROVED BY THE CITY ATTORNEY, WITH THE ENGINEERING SERVICE PROVIDER.

Barry Calhoun, Director of Public Works

Public Works Director, Barry Calhoun presented this agenda item regarding the project.

The City will be working with GrantWorks on this project.

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

Councilman Bill Cornman made note of his observations of sidewalks in the downtown area and the sidewalks in school areas and Highway 60. City crews are doing a handful of sidewalk repairs. Done well with sidewalk work and pedestrian walkways.

4. Agreement

Discuss the Bay City Youth Soccer Club's request to amend the existing Lease with the City to include additional City property located at Hardeman Park and to extend the lease for a five year period.

Shawn Blackburn

Parks and Recreation Director Shawn Blackburn presented the lease agreement he recommends to approve. City will be obligated to level the field and relocate fitness equipment. Upkeep will be done by the league. Still have younger students at Hardeman Field.

The lease was unanimously by motion. The motion was made by Councilman Bill Cornman and seconded by Councilwoman, Julie Estlinbaum.

5. Contract

~ DISCUSS, CONSIDER, AND/OR APPROVE THE AWARDING OF A DEPOSITORY CONTRACT TO IBC BANK FOR THE CITY OF BAY CITY FOR A PERIOD NOT TO EXCEED THREE (3) YEARS AND AUTHORIZE THE MAYOR TO EXECUTE A DEPOSITORY CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the depository contract with IBC that she recommends approving.

The contract was unanimously approved by motion. The motion was made by Councilman Julie Estlinbaum and seconded by Councilman Becca Sitz.

6. Budget

DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION OF THE CITY OF BAY CITY, TEXAS ADOPTING THE CITY OF BAY CITY FIVE YEAR CAPITAL IMPROVEMENTS PROGRAM.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the resolution approving the Five Year Capital Improvements Program.

The resolution was unanimously approved by motion. The motion was made by Councilwoman Becca Sitz and seconded by Councilwoman, Julie Estlinbaum.

7. Budget

DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS ADOPTING AN OPERATING BUDGET FOR THE CITY OF BAY CITY, TEXAS FOR FISCAL YEAR 2017-2018 AND ALL DESIGNATED, SPECIFIED, NOTED, AND INDICATED LEVIES, RATES, RESERVES, REVENUE PROVISIONS, AND PLANNED EXPENDITURE INHERENT, EXPRESSED, AND INCLUDED THEREIN.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the ordinance adopting the City's operating budget for Fiscal Year 2018.

The budget was unanimously adopted by motion. The motion was made by Councilman Bill Cornman and seconded by Councilman Jason Childers.

8. Budget

DISCUSS, CONSIDER, AND/OR RATIFY THE TAX RATE INCREASE REFLECTED IN THE OPERATING BUDGET FOR FISCAL YEAR 2017-2018.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the tax increase ratification recommendation for Fiscal Year 2018.

The tax increase was unanimously ratified by motion. The motion was made by Councilman Bill Cornman and seconded by Councilwoman, Becca Sitz.

9. Budget

DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS ADOPTING THE TAX RATE OF \$0.6550 PER ONE HUNDRED DOLLARS OF ASSESSED VALUATION FOR THE CITY OF BAY CITY, TEXAS TO BE EFFECTIVE FOR THE TAX YEAR 2017 (Fiscal Year 2018) THEREBY LEVYING A MAINTENANCE AND OPERATION TAX RATE OF \$0.5110 AND A DEBT SERVICE RATE TAX RATE OF \$0.1440.

Scotty Jones, Director of Finance

Finance Director Scotty Jones presented the tax rate ordinance recommendation for Fiscal Year 2018.

The tax rate ordinance was unanimously approved by motion. The motion was made by Councilman Bill Cornman and seconded by Councilwoman, Julie Estlinbaum.

10. Contract

DISCUSS, CONSIDER AND/OR APPROVE WCA'S CPI RATE INCREASE REQUEST PURSUANT TO THE SOLID WASTE CONTRACT WITH WCA.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the CPI rate increase request from WCA.

The increase was unanimously approved by motion. The motion was made by Councilman Jason Childers and seconded by Councilman, Bill Cornman.

11. Resolution

DISCUSS, CONSIDER, AND/OR APPROVE AUTHORIZING AN INCREASE OF 3% IN BOTH WATER AND WASTEWATER RATES AS OUTLINED WITHIN THE WATER/WASTEWATER STUDY ADOPTED IN OCTOBER 2013.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the recommended 3% water / wastewater rate increase.

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

12. Resolution

DISCUSS, CONSIDER AND/OR APPROVE INCREASING SANITATION RATES BY 1.88%.

Finance Director, Scotty Jones

Finance Director Scotty Jones presented the recommended 1.88% sanitation rate increase.

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

7. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilwoman Folse - Street Dance, Football, Gourmet Guys, Holy Cross

Councilwoman Estlinbaum - Shop with a cop event was very good

Councilwoman Sitz - Hurricane Harvey - protection levee viability should be discussed.

Mayor Bricker - EOC notes focused on how the City helped get people involved in the storm assistance. Mosquito spraying and TxDot assistance in removing the storm debris.

State Rep. Bonnen - Helped with AEP assistance. few hours it was recovered.

BCISD - very supportive

Judge Estlinbaum, Denise Fortenberry - assistance was great. Praised Judge Estlinbaum.

LCRA And Drainage District representatives involved with EOC was recommended.

FEMA Domes Use - Confusion by citizens

No public shelter in a strike zone

Moblie command unit for the County was not being used do to repairs

Sheriff dept and EOC should be separated.

8. ADJOURNMENT**AGENDA NOTICES:**Action by Council Authorized:

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

Attendance By Other Elected or Appointed Officials:

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

Executive Sessions Authorized:

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

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Friday, September 22, 2017 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 # 2845)

Meeting: 09/28/17 07:00 PM
Department: Public Works
Category: Report
Prepared By: Marla Jasek
Initiator: Marla Jasek
Sponsors:
DOC ID: 2845

UPDATE ON MEADOW OAKS PHASE I PLAT FOR THE MARGUERITE MEADOWS PROJECT IN BAY CITY, TEXAS.

This Subdivision plat for the Meadow Oaks Phase I is on the planning commission agenda for approval on 9/28/17 at 5:30 pm. It is the first of multiple phases for buildout of what is known as the Marguerite Meadows project.

A development agreement is required between the City and the Developer. Negotiations on this agreement are nearing completion. Public Works is requesting approval of this plat by the planning commission even though a Certificate of Completion has not been issued. Once the development agreement is executed, the Certificate will be issued and the plat submitted to the City Secretary for the final signatures.

The Phase I plat and the plan for the entire subdivision is attached.

COMMENTS - Current Meeting:

Marla Jasek - Reviewed Meadow Oaks Subdivision Information - Fire department has reviewed the plans. Development agreement needs to be completed, then the Planning Commission will review the information requested for later approval.

Plat for Phase 1 / 22 houses. Would be approved by the planning commission with the one Marguerite street entrance/exit only.

Two traffic impact studies were completed. Traffic standpoint. Weight and strength of the road. Not factoring into the traffic in the neighborhood.

Discuss on agenda for another October council meeting- TIRZ #3 agreement.

Y: 13550251.52
X: 2940752.60

HOUSING AUTHORITY OF
THE CITY OF BAY CITY
CALLED 10.0 AC.
VOL. 217, PG. 474
D.R.M.C.T.

Y: 13550221.97
X: 2941064.93

T.B.M. "B"
Elev. = 50.29'

CITY OF BAY CITY, TX
CALLED 0.186 AC.
VOL. 314, PG. 607
O.R.M.C.T.

PEARL STREET
(WIDTH VARIES)

CARRINGTON OAKS
SUBDIVISION
SLIDE No. 405 A&B
P.R.M.C.T.

OAK GROVE
SUBDIVISION
VOL. 2, PG. 57
P.R.M.C.T.

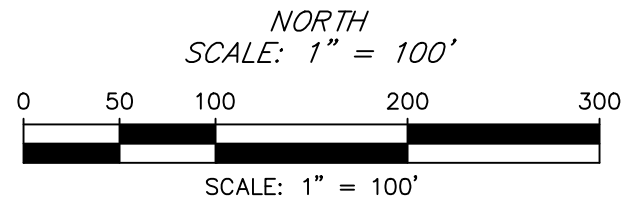
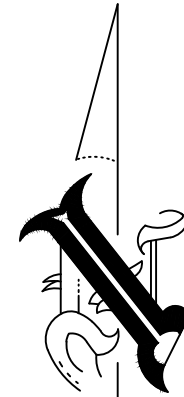
Y: 13549605.86
X: 2940775.54

T.B.M. "A"
Elev. = 48.63'

Y: 13549627.13
X: 2941379.03

MARGUERITE STREET
(40' ROW)

VALHALA
SUBDIVISION
SLIDE No. 328 A
P.R.M.C.T.



- A** RESTRICTED RESERVE "A"
Restricted to
Landscape/Open Space
Purposes Only
0.061 AC.
2,636 Sq. Ft.
- B** RESTRICTED RESERVE "B"
Restricted to
Landscape/Open Space
Purposes Only
0.058 AC.
2,521 Sq. Ft.
- C** RESTRICTED RESERVE "C"
Restricted to Detention
Purposes Only
1.91 AC.
83,144 Sq. Ft.

LEGEND

- D.R.M.C.T. - DEED RECORDS MATAGORDA COUNTY, TEXAS
P.R.M.C.T. - PLAT RECORDS MATAGORDA COUNTY, TEXAS
PG. - PAGE
VOL. - VOLUME
© - SET 3/4" IR W/CAP "JONES|CARTER"

**FINAL PLAT
MEADOW OAKS
PHASE 1 SUBDIVISION**
22 LOTS, 2 BLOCKS, 3 RESERVES
BEING 7.29 ACRES IN THE
ELISHA HALL LEAGUE, ABSTRACT 45
CITY OF BAY CITY
MATAGORDA COUNTY, TEXAS
AUGUST 8, 2017

OWNER:
MARGUERITE MEADOW, LLC
142 CR 222
BAY CITY, TEXAS 77414
979-245-2245

ENGINEER/SURVEYOR:
J|C JONES|CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 120461-00
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	50.00'	110°36'16"	96.52'	N14°55'55"W	82.22'	72.22'
C2	55.00'	90°03'19"	86.45'	N46°59'28"W	77.82'	55.05'
C3	25.00'	90°00'00"	39.27'	N47°01'08"W	35.36'	25.00'
C4	25.00'	48°11'23"	21.03'	N26°03'30"W	20.41'	11.18'
C5	50.00'	276°22'46"	241.19'	N88°02'11"E	66.67'	44.72'
C6	25.00'	48°11'23"	21.03'	N22°07'53"E	20.41'	11.18'
C7	25.00'	90°00'00"	39.27'	S42°58'52"W	35.36'	25.00'

LINE	BEARING	DISTANCE
L1	S84°35'41"E	313.77'
L2	S01°55'40"E	435.60'
L3	N87°58'52"E	90.73'
L4	S02°01'08"E	50.00'
L5	N87°58'52"E	203.12'
L6	S01°55'40"E	120.00'
L7	S87°58'52"W	603.93'
L8	N02°19'10"W	139.87'
L9	N01°57'49"W	446.27'
L10	N01°53'53"W	60.01'
L11	S88°10'05"E	125.58'
L12	S10°55'35"E	141.71'
L13	S24°56'42"E	90.45'
L14	S30°19'32"E	70.11'
L15	S37°23'42"E	86.69'
L16	S37°38'35"E	101.32'
L17	S16°33'53"E	33.49'
L18	S86°30'30"W	259.23'
L19	N14°55'55"W	87.08'
L20	N14°55'55"W	18.17'
L21	N08°06'14"W	304.57'
L22	N02°01'08"W	145.00'
L23	N87°58'52"E	186.68'
L24	N01°57'49"W	270.09'
L25	N87°58'52"E	214.95'
L26	N88°02'11"E	126.05'
L27	N88°02'11"E	126.04'
L28	N02°01'08"W	119.93'

State of Texas
County of Matagorda
City of Bay City

We, James Bruce Grover and John Hawkins Peden, members, acting by and through, Marguerite Meadow, LLC., owners of the 7.29 Ac. tract described in the above and foregoing map of MEADOW OAKS PHASE I SUBDIVISION, and do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself (or ourselves), my (or our) heirs and assigns to warrant and forever defend the title to the land so dedicated.

WITNESS my (or our) hand in the City of Bay City, Texas, this _____day of _____, 20____.

By: _____
James Bruce Grover, Member

By: _____
John Hawkins Peden, Member

BEFORE ME, the undersigned authority, on this day personally appeared James Bruce Grover, member, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared John Hawkins Peden, member, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

The undersigned, Chairman of the Matagorda County Drainage District No. 1, does hereby certify that at its regular meeting held on the _____day of _____, 20____, the Board of Directors of said District approved this subdivision plat for easement location and dedications only. It shall be understood that the City of Bay City shall not issue a building permit for any construction in this subdivision without the construction plans for the drainage improvements being first reviewed and approved by Matagorda County Drainage District No. 1.

Barret Franz, Chairman

On behalf of the City of Bay City, Texas, I hereby certify that this plat and subdivision (or development plat) of MEADOW OAKS PHASE I SUBDIVISION was approved in conformance with the laws of the State of Texas and the ordinances of the City of Bay City as shown hereon; and that the dedications on this plat are hereby accepted by the City of Bay City; and authorize the recording of this plat this _____day of _____, 20____, provided however, this approval shall be invalid, null and void unless this plat is filed with the County Clerk of Matagorda County within six (6) months.

Mark Bricker, Mayor

David Holubec, City Secretary

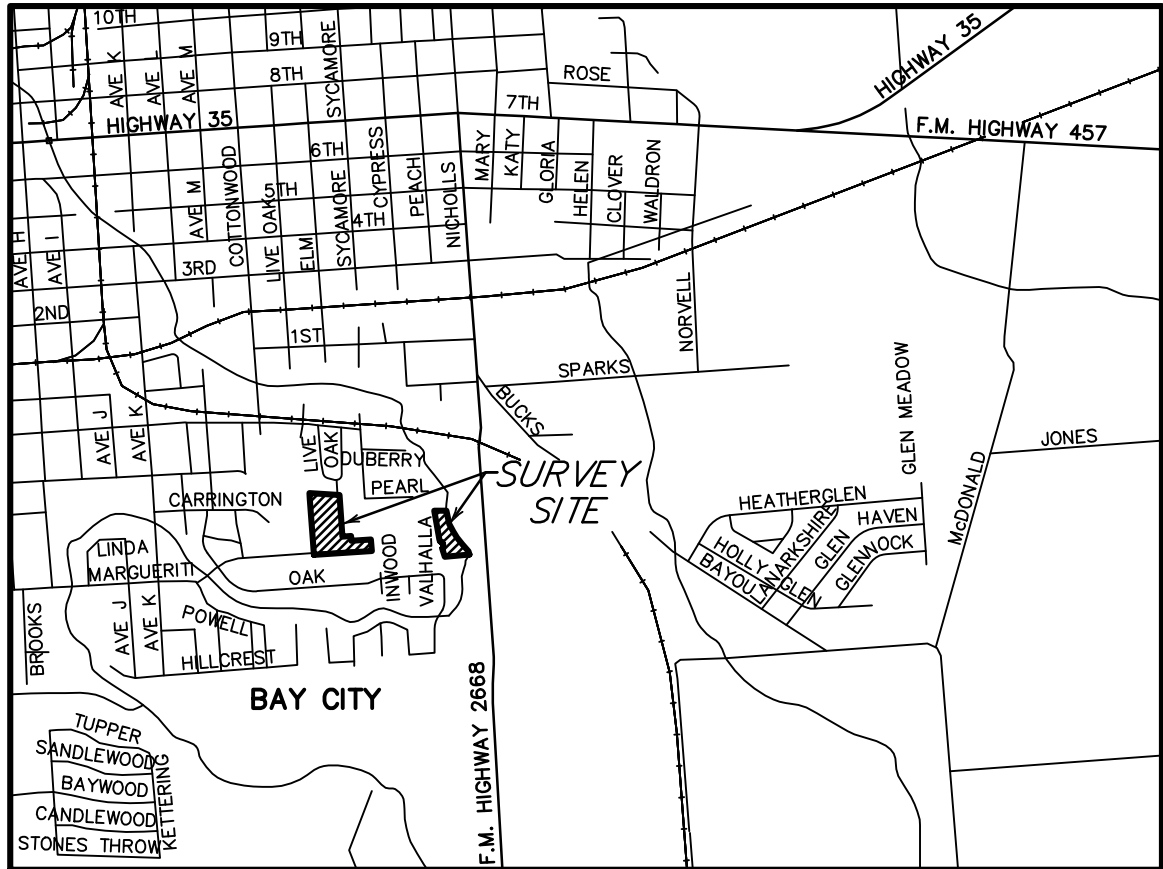
State of Texas
County of Matagorda

I, Janet Hickl, Clerk of the County of Matagorda County, Texas, do hereby certify that the foregoing Plat was filed for record in my office on the _____day of _____, 20____, at _____o'clock_____,m., in Plat File Number _____ of the Plat Records of Matagorda County, Texas.

County Clerk

This is to certify that the Bay City Planning Commission of the City of Bay City, Texas has approved this plat and subdivision (or development plat) of Meadow Oaks Phase 1 Subdivision in conformance with the laws of the State of Texas and the ordinances of the City of Bay City as shown hereon and authorized the recording of this plat this _____day of _____, 20____.

Josh Fortenberry, Chairman



VICINITY MAP
(SCALE: 1" = 2,000')

I, Terry R. Reeves, a Professional Engineer registered in the State of Texas, do hereby certify that this plat meets all requirements of Fort Bend County, and the City of Rosenberg, Texas.

Terry R. Reeves, Professional Engineer
Texas License No. 105131
T.B.P.E. Firm Registration No. F-439

I, Chris D. Kalkomey, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron pipes having a minimum outside diameter of five-eighths (5/8) inch and length of not less than three (3) feet.

Chris D. Kalkomey, Registered Professional Land Surveyor
Texas Registration No. 5869

GENERAL NOTES:

1. This tract lies within Zones "B" and "C" of the Flood Insurance Rate Map, Community-Panel No. 4854550005, Suffix "C" dated June 5, 1985, for Bay City, Texas. Zone "A" is defined as Special Flood Hazard Areas inundated by 100-year flood. No base flood elevations determined.

Zone "C" is defined as areas of minimal flooding. Zone "B" is defined as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths of less than 1 foot or where the contributing drainage area is less than 1 square mile; or areas protected by levees from base flood.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Jones|Carter assumes no liability as to the accuracy of the location of the flood zone limits.

2. All visible easements and easements of records affecting these tracts as reflected upon title report from Alamo Title Insurance Co., G.F. Number 201603095, dated March 7, 2016, shown hereon. Surveyor has relied upon the above-mentioned title commitment, with regard to any easements, setbacks, restrictions, or rights-of-way affecting the subject property. No additional research regarding the existence of easements, setbacks, restrictions, rights-of-way, or other matters of record, has been performed by the surveyor.

3. Elevations shown hereon on are based upon GPS observations of NGS Benchmark L-51, with a published elevation of 55.6' (NAVD 88)

4. The coordinates shown hereon are Texas State Plane Coordinates, South Central Zone (Grid NAD83) and may be brought to surface by applying the following combined scale factor of 0.99986524.

5. Project Benchmark: TBM "A" - A RR Spike Set in PP being 9'± S from the SW boundary corner of subject tract = 48.63' (NAVD88).

Project Benchmark: TBM "B" - A Cotton Picker Spindle Set in PP being 12'± W from the NE boundary corner of subject tract = 50.29' (NAVD88).

6. Elevations used for delineating contour lines are based upon U.S.C.&G.S. datum, NAVD88.

7. Five-eighths inch (5/8") iron rods three feet (3') in length are set on all perimeter boundary corners, all angle points, all points of curvature and tangency, and all block corners, unless otherwise noted.

8. No owner of the land subject to an easement may place, build or construct any permanent building, structure or obstruction of any kind over, under or upon the easement, provided that such owner may cross or cover the easement with a paved driveway/parking lot under the following conditions. the driveway shall be jointed at the boundary line of the easement to limit the amount of paving that must be removed to provide access, and there shall be no obligation of the city to replace/repair any paving removed in the exercise of this easement.

9. The top of all floor slabs shall be a minimum of xx.xx feet above mean sea level. The top of slab elevation at any point on the perimeter of the slab shall not be less than two (2) feet above natural ground.

10. All property to drain into the drainage easement only through an approved drainage structure.

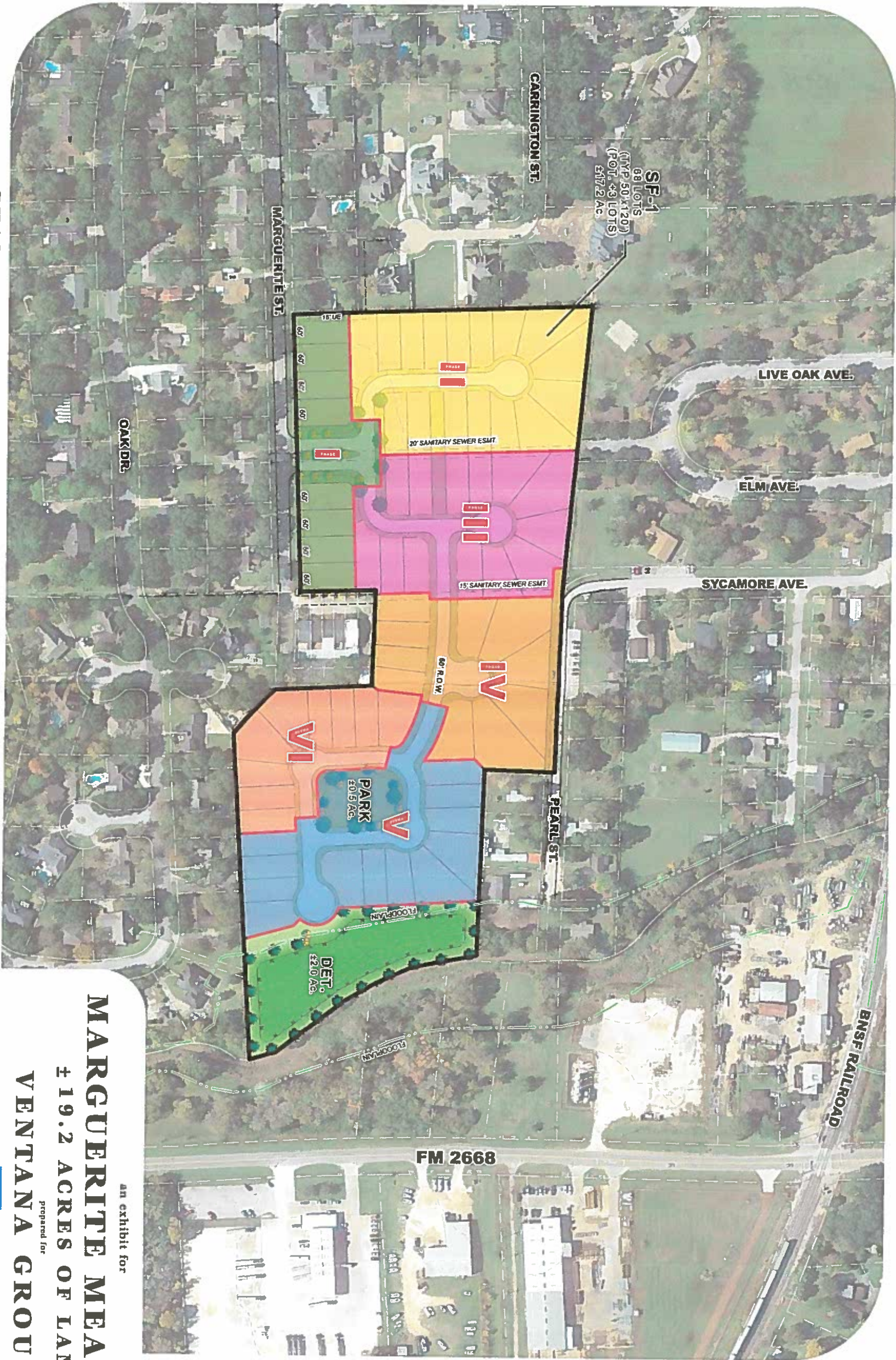
11. Ownership and maintenance of the detention facilities shall be with the Meadow Oaks Subdivision Property Owners Association.

12. This plat lies within the City of Bay City.

FINAL PLAT
MEADOW OAKS
PHASE 1 SUBDIVISION
22 LOTS, 2 BLOCKS, 3 RESERVES
BEING 7.29 ACRES IN THE
ELISHA HALL LEAGUE, ABSTRACT 45
CITY OF BAY CITY
MATAGORDA COUNTY, TEXAS
AUGUST 8, 2017

OWNER:
MARGUERITE MEADOW, LLC
142 CR 222
BAY CITY, TEXAS 77414
979-245-2245

ENGINEER/SURVEYOR:
J|C JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 120461-00
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



PHASING SUMMARY

PHASE 1 = 08 LOTS	PHASE 4 = 10 LOTS
PHASE 2 = 16 LOTS	PHASE 5 = 12 LOTS
PHASE 3 = 13 LOTS	PHASE 6 = 09 LOTS

TOTAL 68 LOTS

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, AND WITHOUT LIMITING THE FOREGOING, THE INFORMATION CONTAINED HEREIN IS BASED ON DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS. BGE | KERRY R. GILBERT & ASSOCIATES DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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MARGUERITE MEADOW
± 19.2 ACRES OF LAND
prepared for
VENTANA GROUP



Land Planning Consultants -
23501 Cinco Ranch Blvd, Suite A-250
Katy, Texas 77494

7000 North Maple, Suite 300
Austin, TX 78731

Tel: 281-579-0340

SCALE
0 10 20
DECEMBER 06, 2016
RGA-BI-474



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 2860

AGENDA ITEM (ID # 2860)

DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE CONSTRUCTION BIDS FOR THE PHASE III-B STREET RECONSTRUCTION PROJECT TO REXCO CONSTRUCTION SERVICES, INC. IN THE AMOUNTS OF \$3,016,928.96 (CONCRETE-NICHOLS) AND \$42,001.50 (ESPLANADE-AVE G); AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND REXCO CONSTRUCTION SERVICES, INC.

COMMENTS - Current Meeting:

Public Works Director, Barry Calhoun presented this agenda item regarding the Street Rehab project.

(See attachment)

Drawing #62 was questioned by Councilman Childers - Cox Building sidewalk area due to the drainage issues.

The Phase 3 Rehab plan was approved unanimously by motion. The motion was made by Councilwoman Chrystal Folse and seconded by Councilwoman Julie Estlinbaum.

CHANGE ORDER #1 - OMIT 6TH ST AND 8TH ST FROM PROJECT												
CITY OF BAY CITY 2017 REHAB PROJECT ON VARIOUS STREETS				ORIGINAL QUANTITIES			ORIGINAL TOTAL COST	CO #1 QUANTITIES			CO #1 TOTAL COST	DIFFERENCE
								PRIMARY BID + OWNER'S OPTION #1			PRIMARY BID + OWNER'S OPTION #1	
				PRIMARY BID	NICHOLS CONC PVMT		REXCO BID		PRIMARY BID	NICHOLS CONC PVMT		REXCO BID
ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY	UNIT PRICE	TOTAL COSTS	QUANTITY	QUANTITY	UNIT PRICE	TOTAL COSTS	TOTAL COSTS	
1	104 Remove Conc Pavement PRIMARY BID	SY	1501		\$12.38	\$18,582.38	283		\$12.38	\$3,503.54	\$15,078	
1A	104 Remove Conc Pavement OWNER'S OPTIONS	SY	0		\$11.50	\$0.00	0		\$11.50	\$0.00	\$0	
2	104 Remove Conc Sidewalk & Driveway	SY	2,249		\$12.07	\$27,145.43	1740		\$12.07	\$21,001.80	\$6,143	
3	104 Remove Conc Curb & Curb & Gutter	LF	5273		\$5.28	\$27,841.44	5089		\$5.28	\$26,869.92	\$971	
4	104 Remove & Salvage Brick Pavers	SY	135		\$22.85	\$3,084.75	135		\$22.85	\$3,084.75	\$0	
5	110 Excavation (Roadway)	CY	4231	1735	\$45.44	\$271,095.04	4231	1735	\$45.44	\$271,095.04	\$0	
6	132 Embankment (Compl in Place)	CY	354	452	\$18.56	\$14,959.36	354	452	\$18.56	\$14,959.36	\$0	
7	160 Furnish and Place Topsoil	CY	20		\$51.50	\$1,030.00	1		\$51.50	\$51.50	\$978	
8	162 Block Sodding	SY	1751		\$3.75	\$6,566.25	1751		\$3.75	\$6,566.25	\$0	
9	164 Seeding Perm	SY	2700		\$0.41	\$1,107.00	2700		\$0.41	\$1,107.00	\$0	
10	247 Flex Base (TY A) (GR 1-2) (Final Position)	CY	2569		\$140.00	\$359,660.00	2569		\$140.00	\$359,660.00	\$0	
11	316 Asph (RC 250)	GAL	1650		\$7.50	\$12,375.00	1650		\$7.50	\$12,375.00	\$0	
12	316 Asph (AC -15P or AC-10-2TR or CRS-2P)	GAL	2804	331	\$6.21	\$19,468.35	2804	331	\$6.21	\$19,468.35	\$0	
13	316 Aggr (TY B, GR 5)	CY	59		\$582.88	\$34,389.92	59		\$582.88	\$34,389.92	\$0	
14	316 Aggr (TY PB, GR 4)	CY	69	8	\$521.52	\$40,157.04	69	8	\$521.52	\$40,157.04	\$0	
15	340 D-GR HMA (SQ) TY D PG 64-22	TON	2603	34	\$130.89	\$345,156.93	2150	34	\$130.89	\$285,863.76	\$59,293	
16	340 D-GR HMA (SQ) TY D PG 64-22 Level-up	TON	35		\$200.00	\$7,000.00	35		\$200.00	\$7,000.00	\$0	
17	360 Concrete Pavement (Cont Reinf-CRCP)(7")	SY	299		\$110.00	\$32,890.00	0		\$110.00	\$0.00	\$32,890	
18	360 Concrete Pavement (Cont Reinf-CRCP)(9") PRIMARY	SY	880	0	\$122.10	\$107,448.00	880	0	\$122.10	\$107,448.00	\$0	
18A	360 Concrete Pavement (Cont Reinf-CRCP)(9") OWN OPT	SY	0	6029	\$110.00	\$663,190.00	0	6029	\$110.00	\$663,190.00	\$0	
19	361 Concrete Pavement Repair (7")	SY	65		\$310.00	\$20,150.00	30		\$310.00	\$9,300.00	\$10,850	
20	361 Sawcut Exist Concrete Pavement (6")	LF	0		\$17.60	\$0.00	0		\$17.60	\$0.00	\$0	
21	400 Cem Stabil Bkfl	CY	61		\$162.80	\$9,930.80	61		\$162.80	\$9,930.80	\$0	
22	400 Cut & Restore Conc Driveway	SY	36		\$158.40	\$5,702.40	36		\$158.40	\$5,702.40	\$0	
23	400 Cut & Restore Asph Paving	SY	10		\$250.00	\$2,500.00	10		\$250.00	\$2,500.00	\$0	
24	432 Riprap (12") Stone Common Dry	CY	2		\$533.50	\$1,067.00	2		\$533.50	\$1,067.00	\$0	
25	460 CMP Galv Stl (30 in)	LF	7		\$101.64	\$711.48	7		\$101.64	\$711.48	\$0	
26	464 RC Pipe (CI III)(15")	LF	46		\$50.60	\$2,327.60	46		\$50.60	\$2,327.60	\$0	
27	464 RC Pipe (CI III)(18")	LF	68		\$57.20	\$3,889.60	68		\$57.20	\$3,889.60	\$0	
28	464 RC Pipe (CI III)(24")	LF	465		\$70.40	\$32,736.00	465		\$70.40	\$32,736.00	\$0	
29	465 2'x3'-4'x3' Junc Box w/24" Ring & Cover, Compl in Place	EA	5		\$3,932.50	\$19,662.50	2		\$3,932.50	\$7,865.00	\$11,797	
30	465 3'x5' Curb Inlet for Type I 4" C & G w/ 24" Ring & Cover	EA	3		\$4,125.00	\$12,375.00	3		\$4,125.00	\$12,375.00	\$0	
31	465 3'x3' Slotted Inlet w/ 24" Ring & Cover	EA	1		\$3,547.50	\$3,547.50	1		\$3,547.50	\$3,547.50	\$0	
32	465 26"x26" Grate Inlet, Compl in Place	EA	3		\$3,063.50	\$9,190.50	0		\$3,063.50	\$0.00	\$9,190	
33	465 30"x30" Grate Inlet, Compl in Place	EA	2		\$3,267.00	\$6,534.00	2		\$3,267.00	\$6,534.00	\$0	
34	467 SET (TY II)(24")(RCP)(6:1)(P)	EA	2		\$1,226.50	\$2,453.00	2		\$1,226.50	\$2,453.00	\$0	
35	467 SET (TY II)(30")(CMP)(3:1)(C)	EA	1		\$1,705.00	\$1,705.00	1		\$1,705.00	\$1,705.00	\$0	
36	479 Adjusting Manholes & Inlets	EA	4		\$1,925.00	\$7,700.00	2		\$1,925.00	\$3,850.00	\$3,850	
37	479 Adjusting Water Meter/Water Valve	EA	2		\$1,100.00	\$2,200.00	1		\$1,100.00	\$1,100.00	\$1,100	
38	481 Pipe (PVC)(SCH 40)(6 in)	LF	5		\$99.00	\$495.00	0		\$99.00	\$0.00	\$495	
39	481 Pipe (PVC)(SCH 40)(12 in)	LF	26		\$277.20	\$7,207.20	26		\$277.20	\$7,207.20	\$0	
40	2619 HDPE Storm Sewer Pipe (12") (Incl Bends)	LF	42		\$37.40	\$1,570.80	0		\$37.40	\$0.00	\$1,570	
41	496 Remove Stm Sew (12"-24" Pipe)	LF	487		\$20.90	\$10,178.30	487		\$20.90	\$10,178.30	\$0	
42	496 Remove Structure (Inlet, Junction Box or SET)	EA	3		\$1,237.50	\$3,712.50	3		\$1,237.50	\$3,712.50	\$0	
43	500 Mobilization	LS	1		\$93,672.81	\$93,672.81	1		\$93,672.81	\$93,672.81	\$0	
44	502 Barricades, Signs and Traffic Handling	MO	10		\$4,872.35	\$48,723.50	10		\$4,872.35	\$48,723.50	\$0	
45	506 Temp Sediment Control Fence (Install)	LF	115		\$4.63	\$532.45	115		\$4.63	\$532.45	\$0	
46	506 Temp Sediment Control Fence (Remove)	LF	115		\$2.00	\$230.00	115		\$2.00	\$230.00	\$0	
47	506 Sandbags for Erosion Control (6")	LF	87		\$7.10	\$617.70	87		\$7.10	\$617.70	\$0	
48	528 Constr Brick Pavers Incl Bedding Sand Compl in Place	SY	129		\$35.50	\$4,579.50	129		\$35.50	\$4,579.50	\$0	
49	529 Conc Curb (Mono) (TY I)(4")	LF	183		\$26.68	\$4,882.44	183		\$26.68	\$4,882.44	\$0	
50	529 Conc Curb & Gutter (Ty I)(4")	LF	5740		\$26.62	\$152,798.80	5682		\$26.62	\$151,254.84	\$1,543	
51	529 Conc Curb (Mono) (TY II)(6")	LF	493		\$17.55	\$8,652.15	52		\$17.55	\$912.60	\$7,739	
52	529 Conc Curb & Gutter (Ty II)(6")	LF	92		\$42.85	\$3,942.20	10		\$42.85	\$428.50	\$3,513	
53	530 Driveway (Conc)(5") & 531 Conc Sidewalk (5")	SY	3047	1384	\$84.26	\$373,356.06	1538	1384	\$84.26	\$246,207.72	\$127,148	
54	531 Concrete Sidewalk (Step)	SY	34		\$123.20	\$4,188.80	2		\$123.20	\$246.40	\$3,942	
55	531 ADA Ramps	SY	382		\$243.93	\$93,181.26	241		\$243.93	\$58,787.13	\$34,394	
56	531 Constr Reinf Conc (4"min/usual)(Under Brick Pavers Incl Border Curb) Compl in Place	SY	143		\$92.73	\$13,260.39	143		\$92.73	\$13,260.39	\$0	
57	531 Concrete Sidewalk Drain (18" Width)	LF	95		\$94.60	\$8,987.00	40		\$94.60	\$3,784.00	\$5,203	
58	536 Concrete Median & Directional Island (6")	SY	5		\$385.00	\$1,925.00	0		\$385.00	\$0.00	\$1,925	
58A	536 Concrete Median & Directional Island (6")	SY	0		\$126.50	\$0.00	0		\$126.50	\$0.00	\$0	
59	560 Mailbox Install-S (WC-Post) TY 3	EA	52		\$75.00	\$3,900.00	52		\$75.00	\$3,900.00	\$0	
60	644 Install Sm Rd Sn Sup & Assem	EA	5		\$945.00	\$4,725.00	1		\$945.00	\$945.00	\$3,780	
61	644 Remove & Relocate Sm Sign Assembly, Compl in Place	EA	9		\$393.75	\$3,543.75	5		\$393.75	\$1,968.75	\$1,575	
62	662 Wk Zn Pav Mrk Sht Term (Tab) Ty Y-2	EA	576		\$2.84	\$1,635.84	512		\$2.84	\$1,454.08	\$181	
63	666 Refl Pav Mrk Ty I (W) (4") (Sld) (100 Mil)	LF	15430		\$0.33	\$5,091.90	14347		\$0.33	\$4,734.51	\$357	
63A	666 Refl Pav Mrk Ty I (W) (4") (Sld) (100 Mil)	LF	0		\$0.31	\$0.00	0		\$0.31	\$0.00	\$0	
64	666 Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil)	LF	14512		\$0.33	\$4,788.96	13300		\$0.33	\$4,389.00	\$399	
65	666 Refl Pav Mrk Ty I (R) (4") (Sld) (100 Mil)	LF	216		\$0.33	\$71.28	0		\$0.33	\$0.00	\$71	
66	666 Refl Pav Mrk Ty I (W) (12") (Sld) (100 Mil)	LF	427		\$21.00	\$8,967.00	0		\$21.00	\$0.00	\$8,967	
67	666 Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil)	LF	186		\$29.40	\$5,468.40	90		\$29.40	\$2,646.00	\$2,822	
67A	666 Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil)	LF	0		\$28.00	\$0.00	0		\$28.00	\$0.00	\$0	
68	677 Eliminate Exist Pav Mrk & Mrks (4")	LF	90		\$3.68	\$331.20	0		\$3.68	\$0.00	\$331	
69	677 Eliminate Exist Pav Mrk & Mrks (Symbol)	EA	2		\$78.75	\$157.50	1		\$78.75	\$78.75	\$78	
70	678 Pav Surf Prep for Mrk (4")	LF	0	3950	\$0.70	\$2,765.00	0	3950	\$0.70	\$2,765.00	\$0	
71	Instal Safe Exchange Zone (Signs and Stripe)	EA	1		\$420.00	\$420.00	0		\$420.00	\$0.00	\$420	
72	6' Concrete Curb Stop, Pinned to Conc Pvmt	EA	2		\$420.00	\$840.00	2		\$420.00	\$840.00	\$0	
PRIMARY + OWNER'S OPTION #1 TOTALS						\$3,016,928.96				\$2,658,324.68	\$358,604	

Attachment: 20170928 - Street Rehab (2860 - Phase 3 Street Rehab)

Attachment: 20170928 - Street Rehab (2860 : Phase 3 Street Rehab)



702 Irvine
Yoakum, Texas 77995
Telephone: (361) 427-4011
E-Mail: bdreitner@civilcorp.us

September 22, 2017

Mr. Barry Calhoun
Director of Public Works
City of Bay City
1901 5th St.
Bay City, Texas 77414

Re: 2016 Capital Improvements Project, 2017 Rehabilitation on Various Streets

Dear Barry:

We reviewed the bids received for the 2016 Capital Improvements Project, 2017 Rehabilitation on Various Streets on August 24, 2017, and offer the following comments:

1. Three bids were received as follows:

Primary Bid w/ Concrete Pavement Option on Nichols Ave

\$3,016,922.74 (\$3,016,928.96 corrected) from Rexco Construction Services, Inc, with 425 calendar days to complete the work.

\$3,060,571.40 (\$3,060,793.40 corrected) from James Construction Group, Inc, with 365 calendar days to complete the work.

\$3,450,789.50 (\$3,450,789.70 corrected) from Lester Contracting, Inc, with 365 calendar days to complete the work.

Primary Bid w/ Flexible Pavement Option on Nichols Ave

\$2,802,087.66 (\$2,802,093.88 corrected) from Rexco Construction Services, Inc, with 395 calendar days to complete the work.

\$2,964,551.50 (\$2,964,551.70 corrected) from Lester Contracting, Inc, with 365 calendar days to complete the work.

\$3,030,068.75 (\$3,030,290.75 corrected) from James Construction Group, Inc, with 365 calendar days to complete the work.

Owner's Option #3 Work on Ave G

\$37,787.60 from James Construction Group, Inc, with 60 calendar days to complete the work.

\$42,001.50 from Rexco Construction Services, Inc, with 365 calendar days to complete the work.

\$60,719.50 from Lester Contracting, Inc, with 60 calendar days to complete the work.

2. All bids were checked for accuracy. All bids had minor accounting errors but did not change the order of the ranking of the bids. The numbers shown above in parenthesis are the corrected bids. The contractor with the low bid was contacted by email and was okay with the change in their submitted total bid.

3. \$3,256,638.00 was the Engineer's estimate, with 300 days to complete the work for the primary bid w/ the concrete pavement option on Nichols Ave. \$2,886,128.00 was the Engineer's estimate,

Attachment: 20170928 - Recommendation Letter (2860 : Phase 3 Street Rehab)

with 300 days to complete the work for the primary bid w/ the flexible pavement option on Nichols Ave.

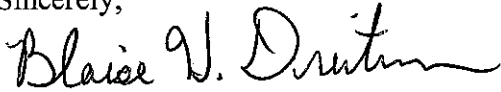
4. Considering the less than expected difference in the concrete pavement option and the flexible pavement option on Nichols, and the longer life expectancy of concrete pavement, it is my recommendation to reconstruct Nichols Ave with concrete pavement.

5. The low bidder, Rexco Construction Services, Inc. was \$239,709.04 or 7.4% under the Engineer's estimate for the concrete pavement option on Nichols Ave.

6. Rexco Construction Services, Inc. from Port Lavaca, Texas has done work for the City of Bay City in the past and has done a lot of work in the area.

7. From the discussion at the Council work shop on September 21, I recommend awarding this project using the concrete pavement option on Nichols Ave to Rexco Construction Services, Inc. from Port Lavaca, Texas in the amount of \$3,016,928.96 with 425 days to complete the work. Once the contract is executed, we will prepare Change Order #1 omitting 6th St and 8th St from the project. This will reduce the total contract amount to \$2,658,324.68. Owner's Option #3 will not be part of this project. Please let me know if you have any questions or need me to provide any other information.

Sincerely,



Blaise H. Dreitner, PE
CivilCorp, LLC - Project Manager

Attachment

Attachment: 20170928 - Recommendation Letter (2860 : Phase 3 Street Rehab)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

RESOLUTION (ID # 2835)

Meeting: 09/28/17 07:00 PM
Department: Public Works
Category: Grant
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 2835

DISCUSS, CONSIDER AND/OR ADOPT A RESOLUTION TO DESIGNATE AN ENGINEERING SERVICE PROVIDER FOR THE 2017 TEXAS CAPITAL FUND MAIN STREET PROGRAM FROM THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ASSIST THE CITY IN THE APPLICATION PREPARATION AND PROJECT IMPLEMENTATION OF A PEDESTRIAN FRIENDLY IMPROVEMENTS PROJECT IN THE CITY'S MAIN STREET DISTRICT; AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT, APPROVED BY THE CITY ATTORNEY, WITH THE ENGINEERING SERVICE PROVIDER.

The City of Bay City plans to apply a 2017 Texas Capital Fund Main Street Program grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support a pedestrian friendly improvements project in the City of Bay City Main Street District. The City has been successful in obtaining two previous grant projects under this program and the execution and completion of these projects has gone very well. The City would like to continue applying for these grants to continue improving our sidewalks, ramps, lighting, and handicap accessibility areas in the downtown area.

This agenda item is a requirement of the grant program to select an engineering service provider to aid in the application submission and implementation of the grant project if awarded.

Infrastructure Improvements: \$222,500
Administration: \$27,500
Grant Funds: \$250,000
Matching Funds: \$75,000
Total Project Funds: \$325,000

COMMENTS - Current Meeting:

Public Works Director, Barry Calhoun presented this agenda item regarding the project.

The City will be working with GrantWorks on this project.

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

Councilman Bill Cornman made note of his observations of sidewalks in the downtown area and the sidewalks in school areas and Highway 60. City crews are doing a handful of sidewalk repairs. Done well with sidewalk work and pedestrian walkways.

Scoring Summary

Contractor Locality City of Bay City

TxCDBG Contract No. Ave H Sidewalk

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

Administrative Firm	Total Score
n/a	n/a

Engineering Firm	Total Score
CivilCorp	97+97+94+99=387
Urban Engineering	90+88+88+96=362

Signature: Barry Calhoun
Any member of the Selection Review Committee may sign.

Date: 9/25/2017

RESOLUTION

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE AWARD OF ENGINEERING SERVICE PROVIDER FOR A 2017 TEXAS CAPITAL FUND PROJECT.

WHEREAS, the 2017 Texas Capital Fund contract requires implementation by professionals experienced in the administration and implementation of federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) for engineering services for application preparation and professional services has been completed in accordance with Texas CDBG requirements;

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

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

- Section 1. That **CivilCorp, LLC** be selected to provide Texas Capital Fund project-related **application preparation** and **professional engineering services** for a 2017 Texas Capital Fund project contingent on award.
- Section 2. That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED on first and final reading this _____ day of September 2017.

CITY OF BAY CITY, TEXAS

Mark Bricker, Mayor

ATTEST:

David Holubec, City Secretary

APPROVED as to FORM:

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



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Parks & Recreation
Category: Agreement
Prepared By: Shawn Blackburn
Initiator: Shawn Blackburn
Sponsors:
DOC ID: 2837

AGENDA ITEM (ID # 2837)

Discuss the Bay City Youth Soccer Club's request to amend the existing Lease with the City to include additional City property located at Hardeman Park and to extend the lease for a five year period.

Bay City Youth Soccer Club is currently operating and maintaining multiple soccer fields, concessions and restroom facilities on 15 acres at Frahms Field at 1000 Whitson. This agreement will amend this existing lease to include an additional 10 acres located in the south half of Hardeman Park at 600 12th Street. The City will be obligated to level the property and relocate existing fitness equipment.

COMMENTS - Current Meeting:

Parks and Recreation Director Shawn Blackburn presented the lease agreement he recommends to approve. City will be obligated to level the field and relocate fitness equipment. Upkeep will be done by the league. Still have younger students at Hardeman Field.

The lease was unanimously by motion. The motion was made by Councilman Bill Cornman and seconded by Councilwoman, Julie Estlinbaum.

LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY
AND
THE BAY CITY YOUTH SOCCER CLUB

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

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That the undersigned, CITY OF BAY CITY, TEXAS, a Texas home rule municipality hereinafter called (Lessor ~~(whether on or more)~~), and BAY CITY YOUTH SOCCER CLUB, a Texas unincorporated non-profit association (~~hereinafter called Lessee~~) ~~(whether one or more)~~, hereby entered into this LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY AND THE BAY CITY YOUTH SOCCER CLUB (Agreement). Lessor and Lessee may be referred singularly as "Party" and jointly as the "Parties." Lessor agrees following lease agreement wherein and whereby Lessor to lets and leases unto the Lessee the following land, premises, and improvements:

Block Eight (8) of the Whitson Subdivision in the City of Bay City, Matagorda County, Texas, according to the plat thereof filed for record in the office of the Matagorda County Clerk, containing 10.06 acres, more or less, LESS AND EXCEPT the Northwest Three Hundred Feet (300') by Three Hundred Feet (300') of said Block, containing 2.0 acres, more or less, leaving a net of approximately 8.0 acres.

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AND

The southern half of Hardeman Park as described by the following coordinates:
~~{Enter legal description for Hardeman Park area}~~ From a northwest corner origin point located at 28°59'02.50N, 95°59'02.50W; thence to a northeast corner point located at 28°59'11.80N, 95°58'52.80W; thence to a southeast corner point located at 28°59'06.70N, 95°58'52.60; thence to a southwest corner point located at 28°59'07.20; thence to the northwest corner of origin.

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All property north of the most southern park roadway; including, but not limited to the football field, Teen Center building, Skate Park and restroom building are excluded from this agreement.

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The land, premises, and improvements are hereinafter collectively referred to as the "Property."

for a period commencing on August 1, 2017 and ending on July 31, 2027.

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SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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(1) TERM. This Agreement commences on August 1, 2017 and terminates on July 31, 20272022.

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(2) RENTAL: The total rents to be paid shall be the total sum of due under this Agreement is TWO HUNDRED AND NO/100 DOLLARS (\$200.00). Lessee shall pay the rent, to be paid in annual installments of TWENTY AND NO/100 DOLLARS (\$20.00) each. The first payment to be due and payable in advance upon execution of this leased Agreement, with the remaining annual installments being due and payable on the 1st day of each August thereafter, during the term of this lease Agreement, payable to Lessor the City of Bay City at 1901 Fifth Street, Bay City, Texas.

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(3) LESSOR'S OBLIGATIONS: It is mutually agreed that Lessor shall, at Lessor's sole cost and expense, pay and furnish the following items shall:

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a. As to Frahm Fields, Lessor shall:

i. Mow/ and weed eat Operate a grass shredder on the Property, including fields and around concession facilities, at least two times a month; and

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ii. Provide Wwater service and garbage pickup service for all garbage properly placed in receptacles within the Property;

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b. As to Hardeman Park location, Lessor shall:

i. Perform the initial leveling of the ground to ensure the fields are level and there are no holes or ruts within the Property;

ii. Remove or Relocate obstacle fitness course equipment so it will not interfere with Lessee's activities on the Property; and

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iii. Mow/ and weed eat fields Operate a grass shredder on the Property, at least two times a month.

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iv. Provide Wwater service and garbage pickup service for all garbage properly placed in receptacles within the Property;

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c. All other daily maintenance will be performed by the Lessee unless authorized by the Parks and Recreational Director authorizes it.

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(4) LESSEE'S OBLIGATIONS: It is mutually agreed that Lessee shall, in addition to the rental obligation, at Lessee's sole cost, shall pay and furnish the following items:

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a. The cost of keeping the premises Property picked up and free of trash and litter;

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b. Purchase and maintain The cost of premise liability insurance in the following an

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~~amount sufficient to cover Lessor's obligations under the Texas Tort Claims Acts and with the following conditions:~~

- ~~i. A policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Lessors occupation and use the Property and its performance of its obligations pursuant to this Agreement with (1) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$500,000 per occurrence for bodily injury and property damage with an aggregate of not less than \$1 Million Dollars; and (2) (3) statutory Worker's Compensation Insurance covering all employees involved in the performance of its obligations hereunder.~~
- ~~ii. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City of Bay City, its officers, agents and employees as additional insured's as to all applicable coverage with the exception of Worker's Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the Lessor for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City of Bay City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.~~
- ~~iii. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service and must be acceptable to Lessor.~~
- ~~iv. A certificate of insurance evidencing the required insurance shall be submitted prior to the execution of this Agreement.~~
- ~~v. The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements to existing insurance coverage consistent with the terms of this provision. Lessor shall be entitled during the term of this Agreement to require Lessee to increase the amount of required insurance if at any time during the term of this Agreement it is determined that the existing insurance coverage is not sufficient to cover the then existing liabilities and contingencies. Upon such request by Lessor, Lessee shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.~~
- ~~b. i.~~
- ~~c. Provide all All maintenance of or improvements to the Property not performed by Lessor; and~~
- ~~d. Pay Anyall other expenses connected with the pProperty which is not expressly assumed by Lessor.~~
- ~~e. Perform and maintain a record of adequate background checks of all coaches.~~

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referees and staff that attest to the moral character and qualifications of such person.

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(4)(5) PURPOSE: This leaseAgreement shall beis ffor the purpose of permitting Lessee to operate a Youth Soccer League Program in the City of Bay City and for such other recreational and civic purposes as Lessee and Lessor shall authorize for the benefit of the citizens of the City of Bay City and the surrounding area. Such authorization may be in the form of informal agreements with the Mayor of Bay City or by formal action by the Bay City City Council.

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(5)(6) COMPLIANCE WITH LAWS: Lessee agrees that it willshall abide by all Federal and Sstate, and local laws and all of the ordinances of the City of Bay City which may be currently in effect orand which may hereafter be adopted hereafter. In particular, Lessee agreesshall not to discriminate against any person or persons on the basis of race, color, creed, national origin or sex in the use of the pProperty and to abide by and enforce the City of Bay City's ordinances concerning conduct within parks and public conduct generallythe Property. Lessees shall notify Lessor of in violations of Bay City Ordinances concerning conduct within the Property.

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(6)(7) USE OF THE FACILITIES: Part of the consideration for this leaseAgreement is to permit Lessee to operate a Youth Soccer League Programrecreational program which has benefitted, and will continue to benefit, substantial numbers of the youth of this community and their families. This is in keeping with the City of Bay City's policy of promoting the use and benefit of City park land. In the event that Lessee ceases to provide a Youth Soccer League Program, or a similar type program, and/or that there is substantial decrease in the number of people participating in Lessee's programs, then the Bay City City Council of the City of Bay City may, after a hearing, require that any or all of the Prleased property be released from this leaseAgreement and returned to the City for other uses, and this leaseAgreement may be terminated in whole or in part.

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(7)(8) ADMINISTRATIVE PROCEDURE: All requestscommunications bybetween Lessor and Lessee concerning the leased pProperty, or the operation of Lessee's programs, shall be made in writing to Through the City's Parks and Recreation Department, and the President of the Bay City Youth Soccer Club.

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(8)(9) IMPROVEMENTS TO THE PROPERTYEMISES: It is agreed that any and all

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improvements on the ~~premises~~Property are the property of Lessor. Lessee ~~shall may~~ make no alterations to the existing grounds and parking and shall add ~~no~~ new facilities to the Property ~~shall be added~~ without the Lessor's prior written consent of the Parks and Recreation Director of the City of Bay City and the City Council of the City of Bay City. Any ~~and all~~ improvements made to the ~~p~~Property, if Lessor chooses, shall become the property of Lessor without Lessor being in any manner obligated to reimburse Lessee or any person or entity therefor. ~~However, Any such improvements shall remain on the premises upon termination of this lease unless released by Lessor. If LBCYSGessee~~ adds of any items designed to be removable, then ~~such~~ items shall remain the property of ~~BCYSG~~Lessee. Lessee shall notify Lessor in writing prior to adding or placing any removable item on the Property with the intent such item will remain the Property of Lessee.

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- (9) ~~CONCESSIONS: All vending and concessions within the Property shall be at the discretion and under the control of Lessee, and Lessee is responsible for all expenses related to such vending and concessions, and Lessee shall be entitled to all revenues derived therefrom.~~

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- (10) ~~CLEANLINESS: In addition to its obligations contained in Section 4, Lessee covenants and agrees to keep~~shall maintain the ~~premises~~Property in a neat and attractive condition, mowed at ~~reasonable~~ times outside of the Lessor's obligations contained in Section 3, with litter and debris promptly picked up and placed in bags or containers for removal by garbage trucks.

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- (11) ~~ASSIGNMENT OR SUBLEASE: Lessee shall not have the right to assign or sublet the Property premises without Lessor's the prior express written consent of Lessor. Any assignment or sublet in violation of this provision is void.~~

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- (11) ~~and any violation of this Agreement shall be grounds for default. This lease may be assigned to a successor non-profit corporation.~~

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- (12) ~~HOLD HARMLESS: Lessee hereby agrees to indemnify, defend, save and hold harmless Lessor, Lessor's elected officials, directors, managers, employees, subcontracts, agents, successors and assigns, against or on account of any suits, fees, loss, or damages, including attorney's fees, injuries, and judgments related to the Agreement or Lessee's use, operation, or management of the Property. caused to Lessee, Lessee's employees or to any~~

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~~customers, guest of invitee of Lessee or to any person upon said premises leased to Lessee during the term of this lease, and upon request, will assume without cost to Lessor, the defense of any such claim and Lessee agrees to carry premise liability insurance in an amount adequate to protect Lessor.~~

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- (13) INSPECTION: At all times during the term of this ~~lease Agreement~~, Lessor shall have the right to enter upon and inspect the ~~demised premises~~ ~~Property~~ during reasonable hours. This provision shall not be construed as prohibiting Lessee from locking concession stands and equipment rooms, ~~but L~~ Lessee agrees, upon request, to open these ~~concession stands and equipment rooms~~ areas for inspection during reasonable hours, provided at least one member ~~and/or members of the~~ Lessee's Board of Directors is present during the inspection.

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- (14) TIME: Whenever any payment is to be made under this lease or within a time stated or whenever any act is to be done under this lease by either party at or within a stated time, time shall be the essence of this Agreement.

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- (15) DEFAULT: Lessee ~~shall be~~ will be in default of this ~~a~~ Agreement upon failure to pay rent when ~~same it~~ is due and payable, or upon violation or breach of any ~~obligation, covenant, or condition of this Agreement~~. In the event of default of the part of Lessee, Lessee shall have a period of ~~thirtyten~~ (3010) days after receipt of written notice from Lessor providing notice of such default in which to remedy such default. ~~a~~ And unless such default is remedied within such time, or the time allowed in the notice, if longer, it shall be lawful for Lessor to re-enter and take possession of the ~~premises~~ ~~Property~~ immediately.

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~~Lessor will be in default of this Agreement upon violation or breach of any obligation, covenant, or condition of this Agreement. In the event of default by Lessor of any covenant, condition or agreement of this lease set forth and contained and on the part of Lessor to be kept, observed and performed, Lessor shall have a period of thirtyten (310) days after receipt of written notice from Lessee providing notice of the default in which to remedy same such default. And, unless such default is remedied within such time, or the time allowed in the notice, if longer if such default is not corrected within such thirty (30) day period, then, Lessee may declare this contract Agreement terminated and be relieved of any further performance by Lessee under this a Agreement or may seek specific~~

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performance.

~~(16) INDEPENDENT CONTRACTOR: It is expressly understood and agreed that Lessee is an independent contractor and shall have the sole and exclusive management and right of control of its operations upon the Property premises and of all persons located therein.~~

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~~(17)(16) NOTICE: Any notice from Lessor to Lessee relating to the demised premises Property or the occupancy thereof shall be duly served if addressed to Lessee (P.O. Box 2338, Bay City, Texas 77404) by certified United States mail, return receipt requested. Any notice from Lessee to Lessor shall be duly served if addressed to Lessor at 1901 Fifth Street, Bay City, Texas by certified United States mail, return receipt requested.~~

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~~(18)(17) GENERAL:~~

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a. Any of the agreement, conditions, and covenants herein contained shall in every case apply to and be binding upon or inure to the benefit of the respective parties thereto, their heirs, executors, administrators, successors and assigns with the same force and effect as if specifically mentioned in each instance where the party hereto is named.

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b. No assent, express or implied, by ~~Lessor~~ the Parties, to any breach of any of the ~~Lessee's~~ Parties' covenants, agreements, conditions or terms hereof, shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.

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c. This Agreement shall be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Matagorda County, Texas.

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

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e. Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

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f. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

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g. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the

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unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

b. _____

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EXECUTED ~~in multiple copies, each of which is to have the force and effect of an original,~~ on this
the _____ day of _____, 2017.

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(signatures follow)

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CITY OF BAY CITY, TEXAS

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Mark A. Bricker, Mayor

Date: _____

ATTEST:

~~Rhonda Clegg~~ David Holubec, City Secretary

BEFORE me, the undersigned authority, on this day personally appeared MARK A. BRICKER, Mayor of the CITY OF BAY CITY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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Notary, State of Texas

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Notary, State of Texas

Attachment: Lease Agreement 2017 (sk 7 13 2016) (2837 : Soccer Lease)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: City Secretary
Category: Contract
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2821 A

AGENDA ITEM (ID # 2821)

~ DISCUSS, CONSIDER, AND/OR APPROVE THE AWARDED OF A DEPOSITORY CONTRACT TO IBC BANK FOR THE CITY OF BAY CITY FOR A PERIOD NOT TO EXCEED THREE (3) YEARS AND AUTHORIZE THE MAYOR TO EXECUTE A DEPOSITORY CONTRACT IN A FORM APPROVED BY THE CITY ATTORNEY.

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the depository contract with IBC that she recommends approving.

The contract was unanimously approved by motion. The motion was made by Councilman Julie Estlinbaum and seconded by Councilman Becca Sitz.

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (Agreement) is made and entered into this 28th day of September 2017 by and between the City of Bay City, Texas (City) and International Bank of Commerce, Bay City, Texas (Bank) a bank chartered by the State of Texas and having a place of business in the City of Bay City, Matagorda County, Texas.

Section I Designation as Depository

The City, through action of its City Council, hereby designates the Bank as its depository for banking services for a three (3) year period, commencing on October 1, 2017 and terminating on September 30, 2019. However, the termination date may be extended at the written request of the City until the City designates another depository for banking services.

Section II Designation of Custodian

The City and Bank hereby designate the _____ (the "Custodian") to hold in trust, according to the terms and conditions of the City Request for Proposal, RFP No. _____ dated _____, (the "RFP") and pursuant to a separate Municipal Depository, attached as **Exhibit A**, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the City shall be borne by the Bank.

Section III Collateral

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. Custodian will provide a monthly report of the collateral directly to the City.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with the prior written consent of the City, to substitute or replace, any or all of the pledged securities with collateral acceptable to the City.

Section IV Financial Position

The Bank shall provide the City a statement of its financial position on at least a quarterly basis. The Bank shall provide an annual statement audited by its independent auditors including a letter as to its "fair representation".

Section V Authorized City Representative

For the term of this Agreement, the City and Bank designate the individuals as listed in **Exhibit B** as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer

of funds. Any change in these representatives must be made in writing.

Section VI Scope of Services

The Bank's response to the City's RFP, dated_____, 2017 (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit and loan rates, and attached as **Exhibit C**. If any provisions of the Response and this Agreement are in conflict, this Agreement shall control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property, and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

Section VII Bank Compensation

Bank will be compensated for any and all services rendered to City under this Agreement. Bank agrees to offset monthly service fees against its customary earnings credit for balances in City's on-interest bearing accounts.

Net insufficiencies in earnings credits will be charged on an annual basis.

FEE BASIS LANGUAGE

Bank will be compensated for any and all services rendered to City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response.

For new services not defined in this Agreement shall be negotiated by the City and Bank and mutually agreed upon in writing, but in no case shall the charge be in excess of the then current published pricy by the Bank.

Section VIII Default

Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to

maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Section IX Indemnification

BANK AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT AND HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY, DAMAGE, CLAIM, FEE, AND EXPENSE CAUSED, ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. BANK AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AND EMPLOYEES.

Section X Notice

Any notice required to be given to Bank in writing shall be sufficient when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the Bank at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

Bank

Any notice required to be given to City in writing shall be sufficient when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the City at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

City of Bay City, Texas
Attn.: Finance Director
1901 Fifth Street
Bay City, Texas 77414

Section XI Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

Section XII Termination

This Agreement may be terminated by either the City or the Bank by giving sixty (60) day's prior written notice to the other Party.

Section XIII Law Governing

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement. Venue for any dispute under this Agreement shall be brought in a state district court in Matagorda County, Texas.

Section XIV Bank Authorization

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

CITY

BANK

Mark A. Bricker, Mayor

Name and Title

ATTEST:

ATTEST:

David Holubec, City Secretary

CUSTODIAN: BANK

ATTEST:

EXHIBIT B**AUTHORIZED REPRESENTATIVES**

The following individuals are authorized representatives of the City empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitutions in the joint safekeeping account as well as authorized to represent and act for the City in any and all matters including execution of agreements and transfer of funds.

City Representative's Signature

Name and Title

_____	_____
_____	_____
_____	_____
_____	_____

Bank Representatives Name and Title

Exhibit A

Municipal Depository Pledge Agreement

DRAFT

Attachment: Depository Agreement 2017 (2821 : Depository Contract)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

AGENDA ITEM (ID # 2849)

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2849

**DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION
OF THE CITY OF BAY CITY, TEXAS ADOPTING THE CITY OF
BAY CITY FIVE YEAR CAPITAL IMPROVEMENTS PROGRAM.**

This resolution will adopt the City's Five Year Capital Improvements Program (CIP) for 2018-2022.

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the resolution approving the Five Year Capital Improvements Program.

The resolution was unanimously approved by motion. The motion was made by Councilwoman Becca Sitz and seconded by Councilwoman, Julie Estlinbaum.



Resolution of the City of Bay City, Texas
No.

**A RESOLUTION ADOPTING A FIVE YEAR CAPITAL
IMPROVEMENT PROGRAM (CIP) IN COMPLIANCE WITH THE
CITY CHARTER**

WHEREAS the City Charter requires a plan for capital improvement covering the succeeding five years and proposed method of financing to the City Council prior to the beginning of each budget year; and,

WHEREAS a Five-Year Capital Program was presented to the City Council on July 25, 2017 in compliance with the City Charter and,

WHEREAS the City Council has reviewed the Five-Year Capital Program, found it to be in compliance with all City Charter and believes its approval by resolution is in the best interest of the City of Bay City.

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

THAT the Five-Year Capital Program (October 1, 2017 – September 30, 2022), a copy of which is attached hereto and incorporated in the Fiscal Year Operating Budget 2017-2018, is hereby adopted in compliance with the City Charter.

PASSED and APPROVED this 28th day of September 2017.

Mark A. Bricker, Mayor

ATTEST:

David Holubec
City Secretary

Attachment: Capital Plan Resolution_2018 (2849 : CIP Resolution)



CITY OF BAY CITY

5-YEAR CAPITAL IMPROVEMENTS PROGRAM

2018 - 2022



Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year Capital Plan Summary City Wide

General Fund	Amount	2018	2019	2020	2021	2022
Streets & Sidewalks	\$ 7,569,000.00	\$ 3,000,000.00	\$ 569,000.00	\$ 300,000.00	\$ 3,500,000.00	\$ 200,000.00
Parks	\$ 924,000.00	\$ 70,000.00	\$ 404,000.00	\$ 150,000.00	\$ 100,000.00	\$ 200,000.00
Building & Improvements	\$ 2,891,500.00	\$ 1,475,000	\$ 270,000	\$ 221,000	\$ 528,000	\$ 397,500
Total General Fund:	\$ 11,384,500	\$ 4,545,000	\$ 1,243,000	\$ 671,000	\$ 4,128,000	\$ 797,500
Utility Fund	Amount	2018	2019	2020	2021	2022
Water	\$ 6,516,200	\$ 1,173,000	\$ 400,000	\$ 698,000	\$ 3,369,200	\$ 876,000
Wastewater	\$ 2,035,000	\$ 700,000	\$ 930,000	\$ 135,000	\$ 135,000	\$ 135,000
Building & Improvements	\$ 225,000	\$ -	\$ -	\$ 100,000	\$ 50,000	\$ 75,000
Total Utility Fund:	\$ 8,776,200	\$ 1,873,000	\$ 1,330,000	\$ 933,000	\$ 3,554,200	\$ 1,086,000
Airport Fund	Amount	2018	2019	2020	2021	2022
Bay City Regional Airport	\$ 7,526,000	\$ 61,000	\$ 1,185,000	\$ 425,000	\$ 3,180,000	\$ 2,675,000
Total Airport Fund:	\$ 7,526,000	\$ 61,000	\$ 1,185,000	\$ 425,000	\$ 3,180,000	\$ 2,675,000
Totals:	\$ 27,686,700	\$ 6,479,000	\$ 3,758,000	\$ 2,029,000	\$ 10,862,200	\$ 4,558,500

Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



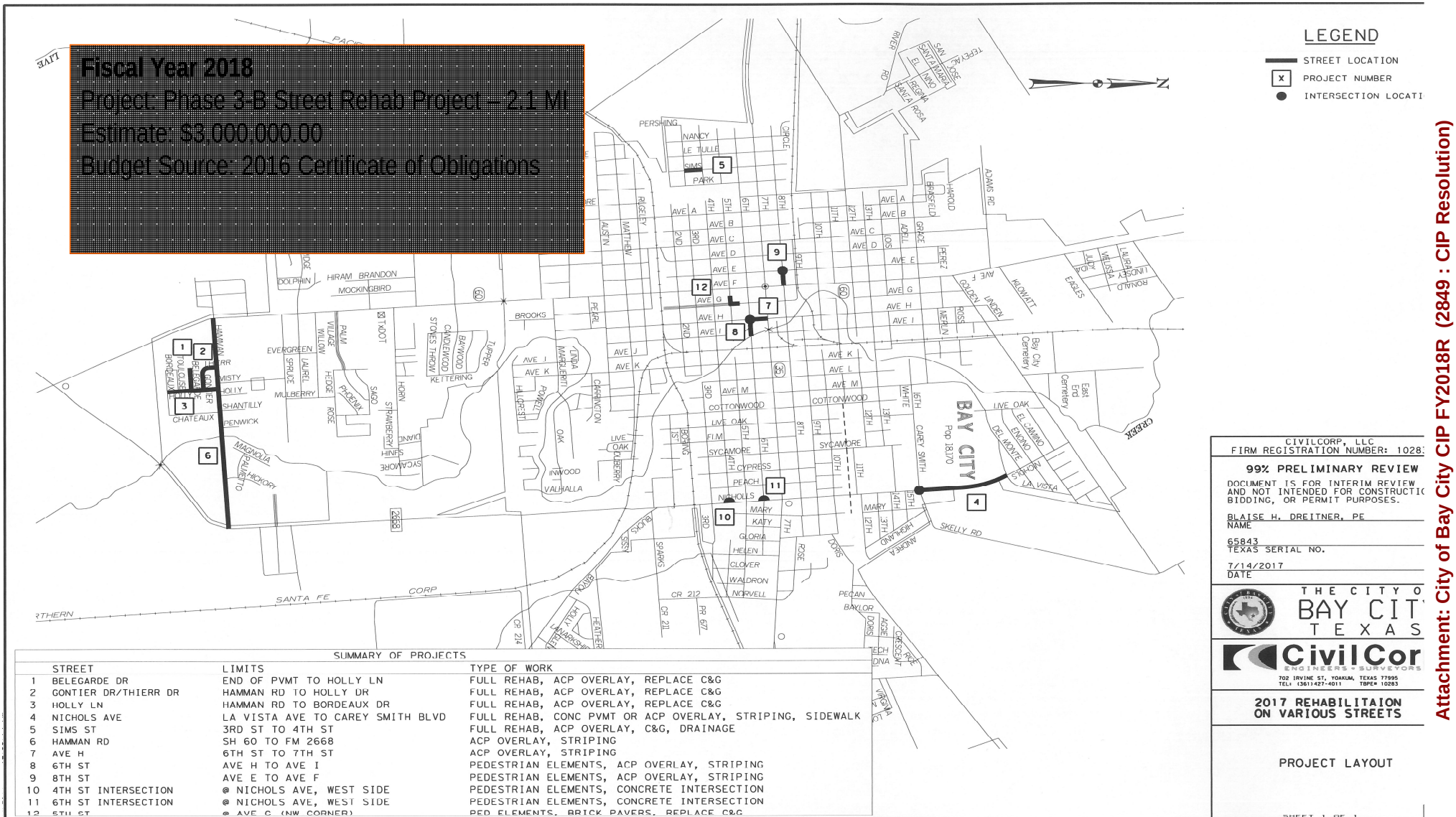
5-Year CIP – General Fund Summary

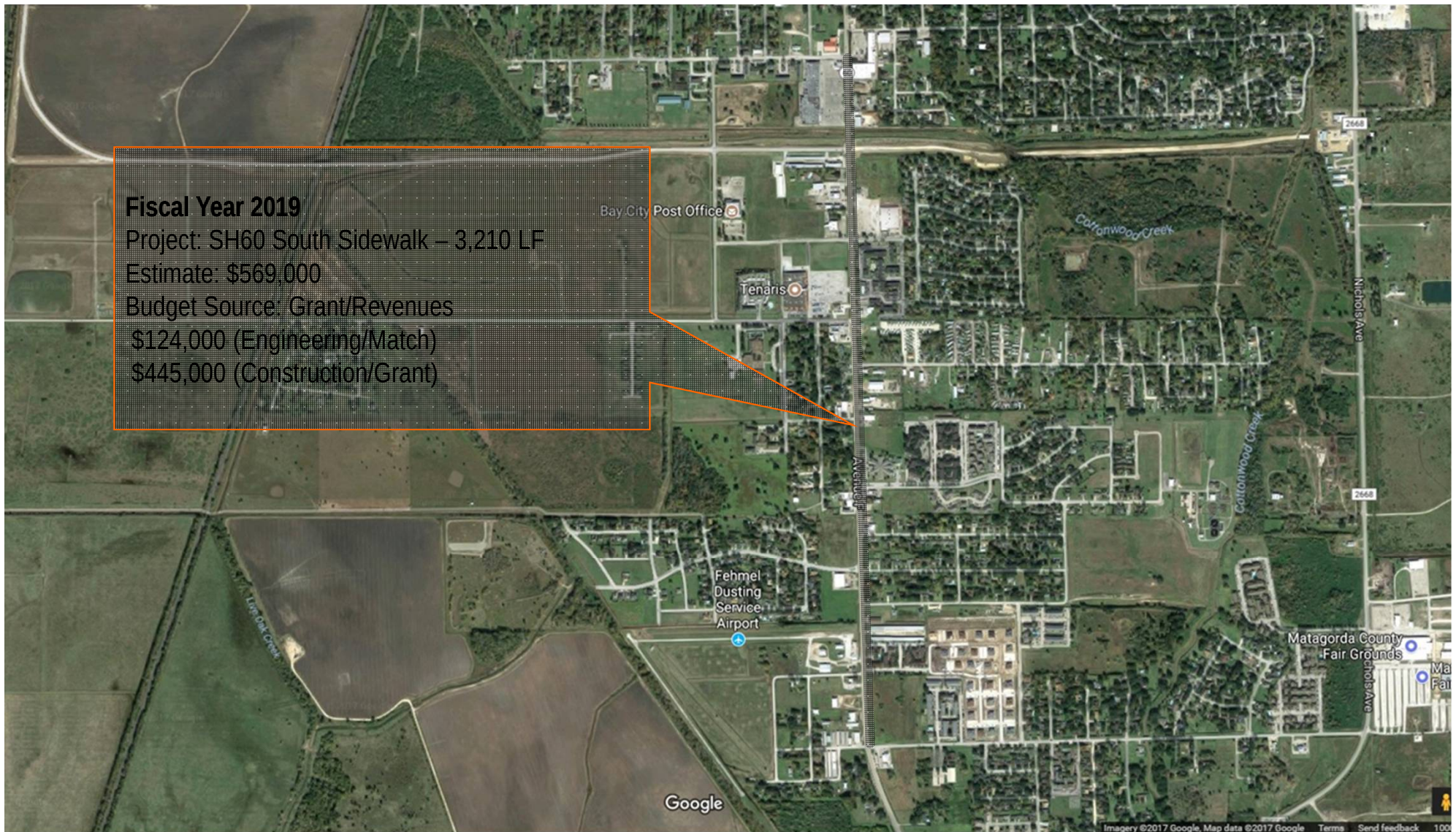
General Fund	Amount	2018	2019	2020	2021	2022
Streets & Sidewalks	\$ 7,569,000.00	\$ 3,000,000.00	\$ 569,000.00	\$ 300,000.00	\$ 3,500,000.00	\$ 200,000.00
Parks	\$ 924,000.00	\$ 70,000.00	\$ 404,000.00	\$ 150,000.00	\$ 100,000.00	\$ 200,000.00
Building & Improvements	\$ 2,891,500.00	\$ 1,475,000	\$ 270,000	\$ 221,000	\$ 528,000	\$ 397,500
Total General Fund:	\$ 11,384,500	\$ 4,545,000	\$ 1,243,000	\$ 671,000	\$ 4,128,000	\$ 797,500



5-Year CIP – Street Projects (streets, sidewalks)

Streets & Sidewalks	Amount	2018	2019	2020	2021	2022
Street Reconstruction Projects	5,500,000	3,000,000	-		2,500,000	
Street Seal Coat Projects	200,000	-	-	200,000	-	-
Sidewalk New/Replace Project	869,000		569,000	100,000	-	200,000
Nile Valley Road - Phase I	1,000,000			-	1,000,000	
Totals for Street & Sidewalk Projects:	\$ 7,569,000	\$ 3,000,000	\$ 569,000	\$ 300,000	\$ 3,500,000	\$ 200,000







5-Year CIP – Sidewalk & Sealcoat Projects

**FISCAL YEAR 2019, 2020, 2022
SIDEWALK REHAB PROJECTS
DEDICATE \$100,000-\$200,000**

Streets & Sidewalks	Amount	2018	2019	2020	2021	2022
Street Reconstruction Projects	5,500,000	3,000,000	-	-	2,500,000	-
Street Seal Coat Projects	200,000	-	-	200,000	-	-
Sidewalk New/Replace Project	869,000	-	569,000	100,000	-	200,000
Nile Valley Road - Phase I	1,000,000	-	-	-	1,000,000	-
	-	-	-	-	-	-
Totals for Street & Sidewalk Projects:	\$ 7,569,000	\$ 3,000,000	\$ 569,000	\$ 300,000	\$ 3,500,000	\$ 200,000

DURING YEARS WHERE THE CITY IS NOT DOING LARGE STREET PROJECT—FOCUS ON PARKS, SIDEWALKS, & SEALCOATING





5-Year CIP – Street Projects (streets, sidewalks)

Streets & Sidewalks	Amount	2018	2019	2020	2021	2022
Street Reconstruction Projects	5,500,000	3,000,000	-		2,500,000	
Street Seal Coat Projects	200,000	-	-	200,000	-	-
Sidewalk New/Replace Project	869,000		569,000	100,000	-	200,000
Nile Valley Road - Phase I	1,000,000			-	1,000,000	
Totals for Street & Sidewalk Projects:	\$ 7,569,000	\$ 3,000,000	\$ 569,000	\$ 300,000	\$ 3,500,000	\$ 200,000

Sources of Funds:	Amount	2018	2019	2020	2021	2022
Operating Budget	124,000		124,000			
Grants	445,000		445,000			
Other Sources (ie. BCCDC, Interlocals, etc.)	500,000				500,000	
Bond Proceeds	6,000,000	3,000,000			3,000,000	
Street/Sidewalk (Reserves) - Fund 28	500,000			300,000		200,000
Operational Savings (Reserves)	-					
Total Resources Planned:	\$ 7,569,000	\$ 3,000,000	\$ 569,000	\$ 300,000	\$ 3,500,000	\$ 200,000
Transfer to Street Reserve	1,350,000	\$ 225,000	\$ 225,000	\$ 300,000	\$ 300,000	\$ 300,000
Street Reserve Balance		\$ 225,000	\$ 450,000	\$ 450,000	\$ 750,000	\$ 850,000



5-Year CIP – Parks

Parks	Amount	2018	2019	2020	2021	2022
Southern Pacific Trailway - TxDOT Grant	204,000	Street	204,000			Street
Park Improvements	720,000		200,000	150,000	100,000	
Awaiting Parks Master Plan to Prioritize						
Totals for Parks Projects:	\$ 924,000	\$ 70,000	\$ 404,000	\$ 150,000	\$ 100,000	\$ 200,000

Large street projects are planned in FY 2018 & 2021.

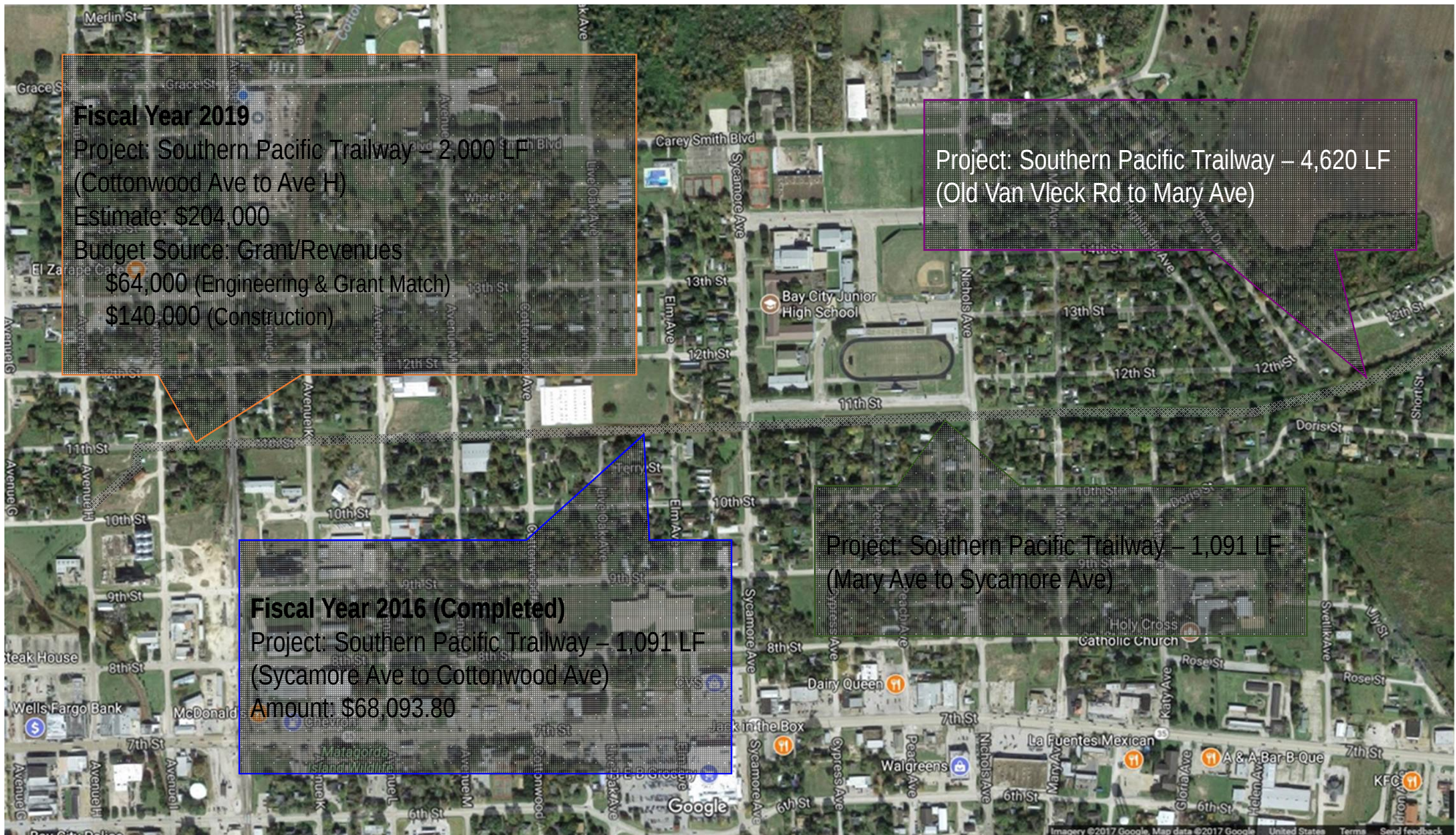


5-Year CIP – Parks Projects

Fiscal Year 2018
\$70,000
BCCDC Funding



Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)





5-Year CIP – Parks Projects

Fiscal Year 2019-2022

\$100,000 - 200,000

Awaiting Parks Master Plan Results





5-Year CIP – Parks Projects



Park Improvements Fiscal Year 2018

Replacing picnic tables & trashcans- \$60,000

*Paid from maintenance budget



Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year CIP – Building Improvements

Building & Improvements - General Fund	Amount	2018	2019	2020	2021	2022
Riverside Roofing & Painting	175,000	50,000	50,000	75,000		
Replace Roof - Library & Library Annex	522,500	265,000				257,500
Replace Roof/Building Repairs - City Hall	350,000				350,000	
Replace Roof - Civic Center	585,000	585,000				
Replace Roof - USO	178,000				178,000	
Replace Roof - Fire Department	146,000			146,000		
Replace Roof - Police Department	275,000	275,000				
Pedestrian Ramp at City Facilities	50,000					50,000
Replace Roof - Armory (Parks & Recreation)	90,000					90,000
Renovation - Old Texas Theater	300,000	300,000				
Relocate Recycling Center Building	220,000		220,000			
Totals Building & Improvement Projects:	\$ 2,891,500	\$ 1,475,000	\$ 270,000	\$ 221,000	\$ 528,000	\$ 397,500



5-Year CIP – Building Improvements Projects



FISCAL YEAR 2018
RIVERSIDE PARK PAVILIONS- \$50,000



5-Year CIP – Building Improvements Projects



Other Riverside Improvements Planned:

FISCAL YEAR 2019- \$50,000 RANGER RESIDENCE

FISCAL YEAR 2020- \$75,000 RANGER STATION



5-Year CIP – Building Improvements Projects



FISCAL YEAR 2018
LIBRARY ROOF- \$265,000



Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year CIP – Building Improvements Projects



FISCAL YEAR 2018
CIVIC CENTER ROOF- \$585,000



5-Year CIP – Building Improvements Projects



Other Improvements Planned:

FISCAL YEAR 2019- \$220,000	RELOCATE RECYCLING CENTER
FISCAL YEAR 2021- \$178,000	REPLACE ROOF- SERVICE CENTER



5-Year CIP – Building Improvements Projects

Other Improvements Planned:

FISCAL YEAR 2018- \$275,000 REPLACE
ROOF- POLICE

FISCAL YEAR 2018- \$300,000 RENOVATION
OF OLD TEXAS THEATER

FISCAL YEAR 2020- \$146,000 REPLACE
ROOF- FIRE

FISCAL YEAR 2021- \$350,000 REPLACE
ROOF- CITY HALL

FISCAL YEAR 2022- REPLACE ROOF-
ARMORY- \$90,000



Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year CIP – General Fund Summary & Source of Funding

General Fund	Amount	2018	2019	2020	2021	2022
Streets & Sidewalks	\$ 7,569,000.00	\$ 3,000,000.00	\$ 569,000.00	\$ 300,000.00	\$ 3,500,000.00	\$ 200,000.00
Parks	\$ 924,000.00	\$ 70,000.00	\$ 404,000.00	\$ 150,000.00	\$ 100,000.00	\$ 200,000.00
Building & Improvements	\$ 2,891,500.00	\$ 1,475,000	\$ 270,000	\$ 221,000	\$ 528,000	\$ 397,500
Total General Fund:	\$ 11,384,500	\$ 4,545,000	\$ 1,243,000	\$ 671,000	\$ 4,128,000	\$ 797,500

Sources of Funds:	Amount	2018	2019	2020	2021	2022
Operating Budget	1,170,000	50,000	338,000	271,000	271,000	240,000
Grants	585,000	-	585,000	-	-	-
Transfers	-	-	-	-	-	-
Other Sources (ie. BCCDC, Interlocals, etc.)	2,244,500	610,000	320,000	100,000	857,000	357,500
Bond Proceeds	6,000,000	3,000,000	-	-	3,000,000	-
Hotel/Motel	885,000	885,000	-	-	-	-
Street/Sidewalk (Reserves) - Fund 28	500,000	-	-	300,000	-	200,000
Operational Savings (Reserves)	-	-	-	-	-	-
Total Resources Planned:	\$ 11,384,500	\$ 4,545,000	\$ 1,243,000	\$ 671,000	\$ 4,128,000	\$ 797,500

Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year CIP – Utility Fund Summary

Utility Fund	Amount	2018	2019	2020	2021	2022
Water	\$ 6,516,200	\$ 1,173,000	\$ 400,000	\$ 698,000	\$ 3,369,200	\$ 876,000
Wastewater	\$ 2,035,000	\$ 700,000	\$ 930,000	\$ 135,000	\$ 135,000	\$ 135,000
Building & Improvements	\$ 225,000	\$ -	\$ -	\$ 100,000	\$ 50,000	\$ 75,000
Total Utility Fund:	\$ 8,776,200	\$ 1,873,000	\$ 1,330,000	\$ 933,000	\$ 3,554,200	\$ 1,086,000



5-Year CIP – UTILITY FUND- WATER PROJECTS

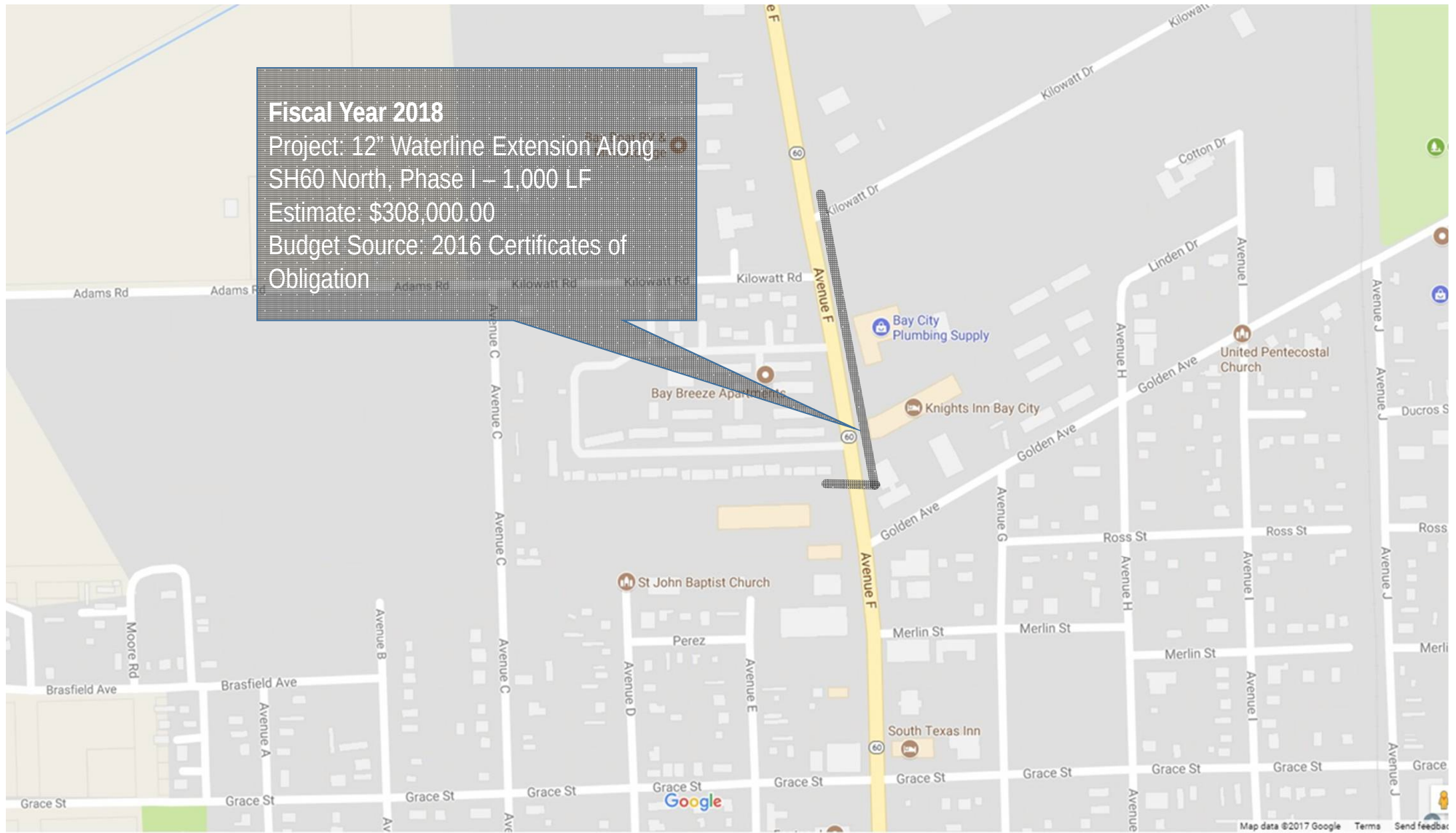
Utility Water	Amount	2018	2019	2020	2021	2022
Fire Hydrant & Valve Rehab Program	\$ 150,000	50,000	50,000		50,000	
Grace Street Water Plant #5 - Major Improvements	\$ 815,000	815,000				
12-Inch New Waterline Extension, 1,000 LF • SH60 North - Phase I	\$ 308,000	308,000				
12-Inch Waterline Replacement, 7,000 LF • 5th St	\$ 1,858,000				1,858,000	
Replace Waterlines Northwest Quadrant	\$ 350,000		350,000			
Katy Water Plant No.3 - Electrical Improvements	\$ 698,000			698,000		
Mockingbird Water Well No.7 - Rework	\$ 353,000					353,000
Mockingbird Water Plant No.2 - Electrical Improvements	\$ 774,000				774,000	
6th St & Ave I Water Well No.9 - Rework	\$ 368,000					368,000
Water Plant Recoatings - 1) Whitson-EST; 2) Liberty-EST; 3) 6th & A	\$ 687,200				687,200	
6-Inch New Waterline, 750 LF • Hillcrest Dr	\$ 155,000					155,000
Totals for Water Projects:	\$ 6,516,200	\$ 1,173,000	\$ 400,000	\$ 698,000	\$ 3,369,200	\$ 876,000

Fiscal Year 2018

Project: 12" Waterline Extension Along
SH60 North, Phase I – 1,000 LF

Estimate: \$308,000.00

Budget Source: 2016 Certificates of
Obligation

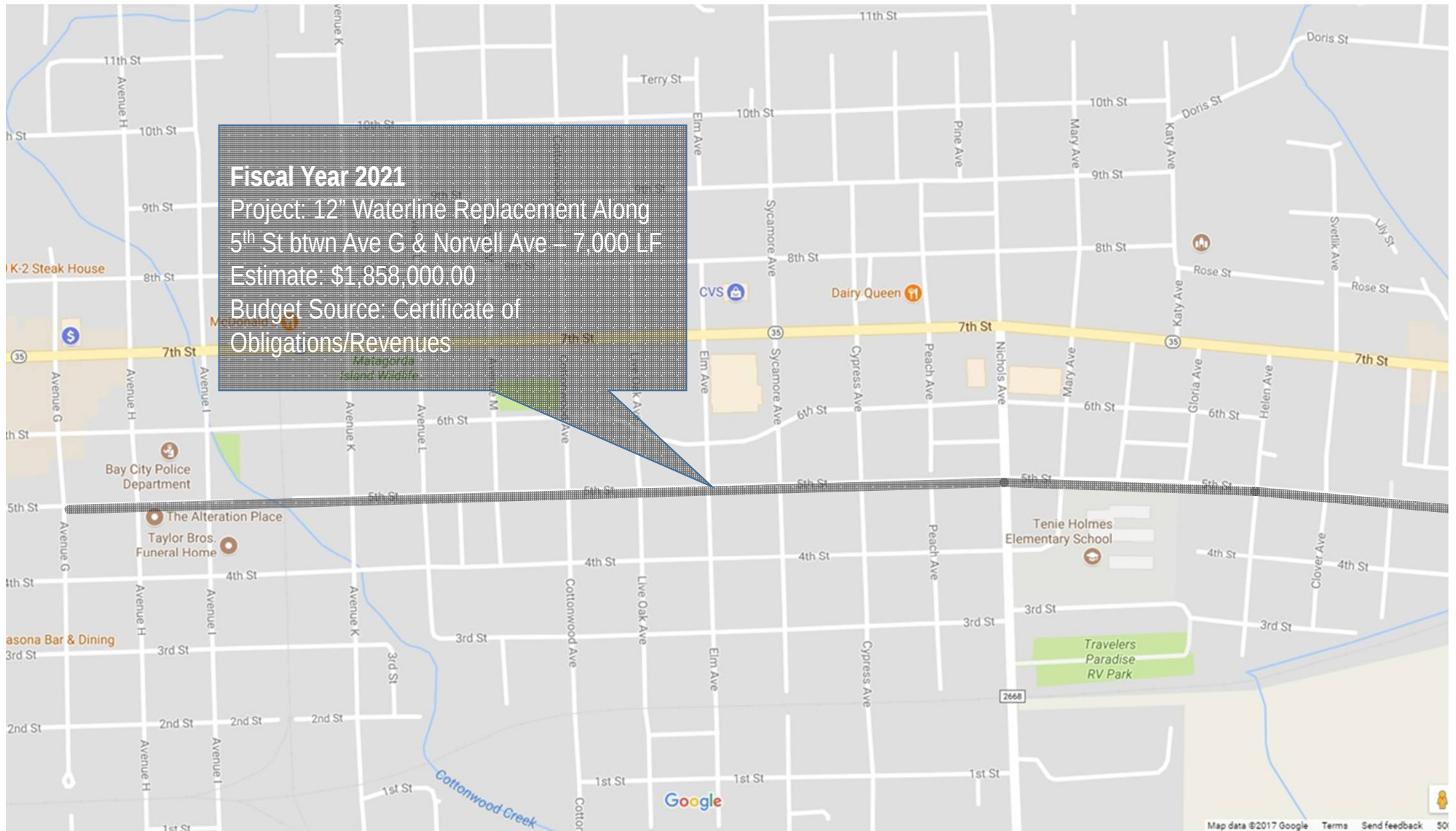


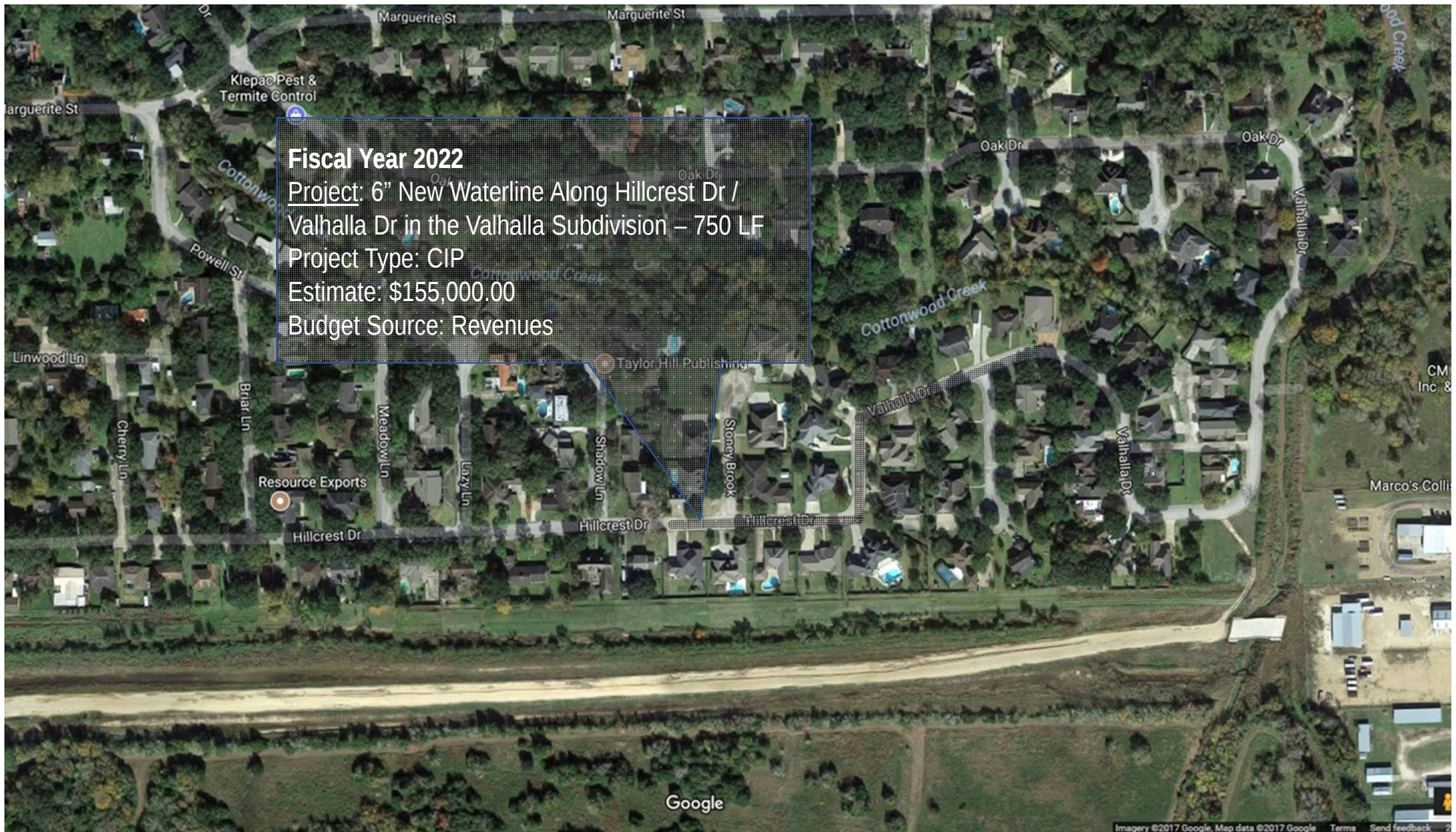
Fiscal Year 2021

Project: 12" Waterline Replacement Along
5th St btwn Ave G & Norvell Ave – 7,000 LF

Estimate: \$1,858,000.00

Budget Source: Certificate of
Obligations/Revenues







5-Year CIP – UTILITY FUND- WATER PROJECTS

Utility Water	Amount	2018	2019	2020	2021	2022
Fire Hydrant & Valve Rehab Program	\$ 150,000	50,000	50,000		50,000	
Grace Street Water Plant #5 - Major Improvements	\$ 815,000	815,000				
12-Inch New Waterline Extension, 1,000 LF • SH60 North - Phase I	\$ 308,000	308,000				
12-Inch Waterline Replacement, 7,000 LF • 5th St	\$ 1,858,000				1,858,000	
Replace Waterlines Northwest Quadrant	\$ 350,000		350,000			
Katy Water Plant No.3 - Electrical Improvements	\$ 698,000			698,000		
Mockingbird Water Well No.7 - Rework	\$ 353,000					353,000
Mockingbird Water Plant No.2 - Electrical Improvements	\$ 774,000				774,000	
6th St & Ave I Water Well No.9 - Rework	\$ 368,000					368,000
Water Plant Recoatings - 1) Whitson-EST; 2) Liberty-EST; 3) 6th & Av	\$ 687,200				687,200	
6-Inch New Waterline, 750 LF • Hillcrest Dr	\$ 155,000					155,000
Totals for Water Projects:	\$ 6,516,200	\$ 1,173,000	\$ 400,000	\$ 698,000	\$ 3,369,200	\$ 876,000

Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year CIP – UTILITY FUND- WASTEWATER PROJECTS

Utility Wastewater	Amount	2018	2019	2020	2021	2022
Manhole Rehab Program	\$ 240,000		60,000	60,000	60,000	60,000
Lift Station Rehab Program	\$ 325,000	50,000	50,000	75,000	75,000	75,000
1a-1 WWTP Rehabilitation – Phase I • Headworks screen gates; RAS airlift pumps	\$ 820,000		820,000			
4 LS 14 - Cottonwood Rehabilitation	\$ 650,000	650,000				
Totals for Wastewater Projects:	\$ 2,035,000	\$ 700,000	\$ 930,000	\$ 135,000	\$ 135,000	\$ 135,000



5-Year CIP – UTILITY FUND- Building & Improvements

Building & Improvements	Amount	2018	2019	2020	2021	2022
MSB Renovations (New Lobby Restrooms)	100,000			100,000		
MSB Renovations (Remodel Women's Restroom)	50,000				50,000	
Extend Equipment/Material Storage Buildings	75,000					75,000
Totals for Building & Improvement Projects:	\$ 225,000	\$ -	\$ -	\$ 100,000	\$ 50,000	\$ 75,000





5-Year CIP – UTILITY FUND SUMMARY & SOURCES OF FUNDING

Utility Fund	Amount	2018	2019	2020	2021	2022
Water	\$ 6,516,200	\$ 1,173,000	\$ 400,000	\$ 698,000	\$ 3,369,200	\$ 876,000
Wastewater	\$ 2,035,000	\$ 700,000	\$ 930,000	\$ 135,000	\$ 135,000	\$ 135,000
Building & Improvements	\$ 225,000	\$ -	\$ -	\$ 100,000	\$ 50,000	\$ 75,000
Total Utility Fund:	\$ 8,776,200	\$ 1,873,000	\$ 1,330,000	\$ 933,000	\$ 3,554,200	\$ 1,086,000

Sources of Funds:	Amount	2018	2019	2020	2021	2022
Operating Budget	\$ 4,008,000.00	750,000.00	775,000.00	808,000.00	825,000.00	850,000.00
Grants	\$ 350,000.00		350,000.00			
Transfers	\$ -					
Other Sources (ie. BCCDC, Interlocals, etc.)	\$ -					
Bond Proceeds	\$ 3,852,200.00	1,123,000.00			2,729,200.00	
Operational Savings (Reserves)	\$ 566,000.00		205,000.00	125,000.00		236,000.00
Total Resources Planned:	\$ 8,776,200.00	\$ 1,873,000.00	\$ 1,330,000.00	\$ 933,000.00	\$ 3,554,200.00	\$ 1,086,000.00



5-Year CIP – AIRPORT PROJECTS



Airport	Amount	2018	2019	2020	2021	2022
Engineering and Design- Airfield Lighting & Vault	\$ 61,000.00	61,000.00				
Engineering and Design (2019-2021 Projects)	\$ 433,000.00		433,000.00			
Construction (LED Lighting on Runways)	\$ 752,000.00		752,000.00			
Engineering and Design (2020 Project)	\$ 30,000.00			30,000.00		
Drainage Project	\$ 395,000.00			395,000.00		
Engineering & Design (2021 Project)	\$ 30,000.00				30,000.00	
Taxiway A Realignment (Phase I)	\$ 3,150,000.00				3,150,000.00	
Taxiway A Realignment (Phase II)	\$ 2,675,000.00					2,675,000.00
Totals for Airport Projects:	\$ 7,526,000.00	\$ 61,000.00	\$ 1,185,000.00	\$ 425,000.00	\$ 3,180,000.00	\$ 2,675,000.00
Sources of Funds:	Amount	2018	2019	2020	2021	2022
Operating Budget	\$ 177,100.00	6,100.00	38,500.00	42,500.00	45,000.00	45,000.00
Grants	\$ 6,753,400.00	54,900.00	1,046,500.00	382,500.00	2,862,000.00	2,407,500.00
Transfers	\$ 595,500.00		100,000.00		273,000.00	222,500.00
Other Sources (ie. BCCDC, Interlocals, etc.)	\$ -					
Bond Proceeds	\$ -					
Hotel/Motel	\$ -					
Street/Sidewalk (Reserves) - Fund 28	\$ -					
Operational Savings (Reserves)	\$ -					
Total Resources Planned:	\$ 7,526,000.00	\$ 61,000.00	\$ 1,185,000.00	\$ 425,000.00	\$ 3,180,000.00	\$ 2,675,000.00

Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



5-Year CIP – AIRPORT PROJECTS



Attachment: City of Bay City CIP FY2018R (2849 : CIP Resolution)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2848

AGENDA ITEM (ID # 2848)

**DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE
OF THE CITY OF BAY CITY, TEXAS ADOPTING AN
OPERATING BUDGET FOR THE CITY OF BAY CITY, TEXAS
FOR FISCAL YEAR 2017-2018 AND ALL DESIGNATED,
SPECIFIED, NOTED, AND INDICATED LEVIES, RATES,
RESERVES, REVENUE PROVISIONS, AND PLANNED
EXPENDITURE INHERENT, EXPRESSED, AND INCLUDED
THEREIN.**

This ordinance will adopt the budget for Fiscal Year 2018.

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the ordinance adopting the City's operating budget for Fiscal Year 2018.

The budget was unanimously adopted by motion. The motion was made by Councilman Bill Cornman and seconded by Councilman Jason Childers.

ORDINANCE _____

AN ORDINANCE ADOPTING AN OPERATING BUDGET FOR THE CITY OF BAY CITY, TEXAS FOR FISCAL YEAR 2017-2018 AND ALL DESIGNATED, SPECIFIED, NOTED, AND INDICATED LEVIES, RATES, RESERVES, REVENUE PROVISIONS, AND PLANNED EXPENDITURE INHERENT, EXPRESSED AND INCLUDED THEREIN; PROVIDING FOR A CUMULATIVE CLAUSE: PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bay City, Texas, is desirous of adopting an Operating Budget for the fiscal year of 2017-2018 and

WHEREAS, the proposed Operating Budget was placed on file with the City Secretary on the 8th day of August 2017; and

WHEREAS, a public hearing on the Operating Budget for the City of Bay City for the year 2017-2018 has heretofore been published in accordance with the law; and

WHEREAS, the required time has passed since the last public hearing as required by state law and the City of Bay City Home Rule Charter; and

WHEREAS, it is necessary, at this time that said budget is adopted.

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

Section one. Operating Budget Approved. The Operating Budget for the fiscal year 2017-2018 is hereby approved and adopted and does include:

- a. all designated, specified, noted, and indicated levies, rate, reserves, revenues provisions, and planned expenditures inherent, expressed, and included therein; and
- b. a contingent appropriation of 0.5 percent of the total budget to be used for unforeseen expenditures. Expenditures from this appropriation shall be made only with Council approval, and a detailed account of all expenditures shall be recorded and reported.

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

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

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

Section four. City Council directs the Director of Finance to file the Operating Budget with the Municipal Clerk.

Section five. City Council directs the Director of Finance to ensure the Operating Budget, including the Cover Page, is posted on the City's website.

Section six. Effective Date. This Ordinance shall become effective October 1, 2017.

PASSED AND APPROVED on this _____ day of September 2017.

Mark A. Bricker, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

David Holubec, City Secretary
City of Bay City

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

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Julie L. Estlinbaum	_____	_____	_____
Bill Cornman, Mayor Pro Tem	_____	_____	_____
Chrystal Folse	_____	_____	_____
Becca Sitz	_____	_____	_____
Jason Childers	_____	_____	_____

Mark A. Bricker, Mayor, City of Bay City

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

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



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2850

AGENDA ITEM (ID # 2850)

**DISCUSS, CONSIDER, AND/OR RATIFY THE TAX RATE
INCREASE REFLECTED IN THE OPERATING BUDGET FOR
FISCAL YEAR 2017-2018.**

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the tax increase ratification recommendation for Fiscal Year 2018.

The tax increase was unanimously ratified by motion. The motion was made by Councilman Bill Cornman and seconded by Councilwoman, Becca Sitz.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2858

AGENDA ITEM (ID # 2858)

DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS ADOPTING THE TAX RATE OF \$0.6550 PER ONE HUNDRED DOLLARS OF ASSESSED VALUATION FOR THE CITY OF BAY CITY, TEXAS TO BE EFFECTIVE FOR THE TAX YEAR 2017 (Fiscal Year 2018) THEREBY LEVYING A MAINTENANCE AND OPERATION TAX RATE OF \$0.5110 AND A DEBT SERVICE RATE TAX RATE OF \$0.1440.

This Ordinance will adopt the tax rate for Fiscal Year 2018.

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the tax rate ordinance recommendation for Fiscal Year 2018.

The tax rate ordinance was unanimously approved by motion. The motion was made by Councilman Bill Cornman and seconded by Councilwoman, Julie Estlinbaum.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE TAX RATE OF \$0.65500 PER \$100.00 OF ASSESSED VALUATION FOR THE CITY OF BAY CITY, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018, LEVYING A MAINTENANCE AND OPERATIONS RATE OF \$.5110 AND FOR THE FURTHER PURPOSE OF CREATING A SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BOND INDEBTEDNESS OF THE CITY LEVYING A DEBT SERVICE RATE OF \$.1440; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING A SERVERABILITY CLAUSE HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of Bay City, Texas, has on this date, by way of separate Ordinance, duly approved, adopted an Operating Budget for the operation of the City for fiscal year 2017-2018; and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on taxable property in the City of Bay City; and

WHEREAS, the Chief Appraiser of Matagorda County Tax Appraisal District has prepared and certified the appraisal roll for the City of Bay City, Texas, that roll being that portion of the approved appraisal roll of the Bay City Tax Appraisal District which lists property taxable by the City of Bay City, Texas; and

WHEREAS, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2017-2018; and

WHEREAS, the City has acknowledged that:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.70 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$45.33; and

WHEREAS, the City has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for FY 2017-2018.

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

Section one. There is hereby levied for the FY 2017-2018 upon all real property situated within the corporate limits of the City of Bay City, Texas, and upon all personal property which is owned within the corporate limits of the City of Bay City, Texas on January 1, 2017, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of \$0.6550 on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

- a. An *ad valorem* tax rate of \$0.5110 on each \$100 of assessed valuation of all taxable property is hereby levied for general City purposes and to pay the current operating expenses of the City of Bay City, Texas, for the fiscal year ending September 30, 2018, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Bay City, Texas.
- b. An *ad valorem* tax rate of \$0.1440 on each \$100 of assessed valuation of taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Bay City, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Bay City, Texas, for fiscal year ending September 30, 2018.

Section two. The City of Bay City shall have lien on all taxable property located in the City of Bay City to secure the payments of taxes, penalty, and interest, and all costs of collection, assessed and levied hereby.

Section three. Taxes are payable in Bay City, Texas at the Office of the Tax Assessor/Collector of Matagorda County. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section four. The tax roll presented to the City Council, together with any supplements thereto, are hereby accepted and approved.

Section five. A copy of the "Vote Results" sheet for this Ordinance, reflecting the record vote of the City Council on this Ordinance, shall be attached to this Ordinance by the City Secretary, and shall constitute a part of this Ordinance for all purposes.

Section six. Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section seven. This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

Section eight. All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Bay City Code and ordinances not in conflict herewith shall remain in full force and effect.

Section nine. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City under any section or provision of any ordinance at the time of passage of this Ordinance.

PASSED AND APPROVED on this _____ day of September 2017.

Mark A. Bricker, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

David Holubec, City Secretary
City of Bay City

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

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Julie L. Estlinbaum	_____	_____	_____
Bill Cornman, Mayor Pro Tem	_____	_____	_____
Chrystal Folse	_____	_____	_____
Becca Sitz	_____	_____	_____
Jason Childers	_____	_____	_____

Mark A. Bricker, Mayor, City of Bay City

ATTEST:

David Holubec, City Secretary

APPROVED AS TO FORM:

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



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Contract
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2853

DISCUSSION ITEM (ID # 2853)

**DISCUSS, CONSIDER AND/OR APPROVE WCA'S CPI RATE
INCREASE REQUEST PURSUANT TO THE SOLID WASTE
CONTRACT WITH WCA.**

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the CPI rate increase request from WCA.

The increase was unanimously approved by motion. The motion was made by Councilman Jason Childers and seconded by Councilman, Bill Cornman.



August 24, 2017

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

RE: Annual Rate Adjustment Notification

Dear Board Members:

WCA Waste Corporation is proud to be your solid waste and recycling services provider. We are committed to providing you with the most professional and reliable service available. We hope you are pleased with our performance and we urge you to contact us at any time with any questions or concerns that you may have.

A component of our mutual contract allows for an annual rate adjustment on the anniversary date of the contract based on the most recently published CPI-U Series CUSR0000SEHG02. The CPI-U data rating average for August 2015 through July 2016 is 436.727; average of August 2016 through July 2017 is 444.935 which is an increase of 1.88%. Effective **November 1, 2017**, this increase will be for both the residential and commercial waste removal.

It is WCA's goal to continue to provide you with high quality, trash-hauling services at a competitive rate. Should you have any questions or require additional information, please do not hesitate to contact me.

We appreciate the opportunity to include you as one of our valued customers and consider it our privilege to serve you!

Sincerely,

A blue ink signature of Trevor Royal, consisting of stylized, overlapping loops and lines.

Trevor Royal
WCA Waste Corporation



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2854

RESOLUTION (ID # 2854)

**DISCUSS, CONSIDER, AND/OR APPROVE AUTHORIZING AN
INCREASE OF 3% IN BOTH WATER AND WASTEWATER
RATES AS OUTLINED WITHIN THE WATER/WASTEWATER
STUDY ADOPTED IN OCTOBER 2013.**

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the recommended 3% water / wastewater rate increase.

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

City of Bay City
Schedule of Proposed Water Rates
October 1, 2017

MONTHLY RATES - CURRENT										
Residential										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
<u>Base Monthly Bill</u>	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25	\$ 20.25
<u>Volumetric Rate</u>										
1 - 1,000 Gallons	-	-	-	-	-	-	-	-	-	-
1,001 - 2,000 Gallons	-	-	-	-	-	-	-	-	-	-
2,001 - 5,000 Gallons	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88
5,001 - 10,000 Gallons	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37
Over 10,000 Gallons	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84	\$ 2.84
Non - Residential										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
<u>Base Monthly Bill</u>	\$ 20.25	\$ 20.25	\$ 25.32	\$ 50.61	\$ 80.98	\$151.84	\$253.07	\$506.14	\$809.83	\$ 1,164.13
<u>Volumetric Rate</u>										
1 - 1,000 Gallons	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37
1,001 - 2,000 Gallons	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37
2,001 - 5,000 Gallons	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37
5,001 - 10,000 Gallons	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37
Over 10,000 Gallons	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37	\$ 2.37

MONTHLY RATES - PROPOSED RATES FOR FY 2018

Residential

<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
<u>Base Monthly Bill</u>	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86	\$ 20.86
<u>Volumetric Rate</u>										
1 - 1,000 Gallons	-	-	-	-	-	-	-	-	-	-
1,001 - 2,000 Gallons	-	-	-	-	-	-	-	-	-	-
2,001 - 5,000 Gallons	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94
5,001 - 10,000 Gallons	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
Over 10,000 Gallons	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93	\$ 2.93

Non - Residential

<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
<u>Base Monthly Bill</u>	\$ 20.86	\$ 20.86	\$ 26.08	\$ 52.13	\$ 83.41	\$156.40	\$260.66	\$521.33	\$834.12	\$ 1,199.05
<u>Volumetric Rate</u>										
1 - 1,000 Gallons	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
1,001 - 2,000 Gallons	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
2,001 - 5,000 Gallons	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
5,001 - 10,000 Gallons	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44
Over 10,000 Gallons	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44	\$ 2.44

City of Bay City
Schedule of Proposed Waste Water Rates
October 1, 2017

MONTHLY RATES - CURRENT										
Residential										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
<u>Base Monthly Bill</u>	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56	\$ 18.56
<u>Volumetric Rate</u>										
1 - 1,000 Gallons	-	-	-	-	-	-	-	-	-	-
1,001- 2,000 Gallons	-	-	-	-	-	-	-	-	-	-
2,001 - 5,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
5,001 - 10,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
Over 10,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
Non - Residential										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
<u>Base Monthly Bill</u>	\$ 18.56	\$ 18.56	\$ 23.21	\$ 46.39	\$ 74.23	\$139.19	\$231.98	\$463.97	\$742.34	\$ 1,067.12
<u>Volumetric Rate</u>										
1 - 1,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
1,001- 2,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
2,001 - 5,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
5,001 - 10,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58
Over 10,000 Gallons	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58	\$ 4.58

MONTHLY RATES - PROPOSED RATES FOR FY 2018										
Residential										
Meter size (by inch)	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
Base Monthly Bill	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12
Volumetric Rate										
1 - 1,000 Gallons	-	-	-	-	-	-	-	-	-	-
1,001- 2,000 Gallons	-	-	-	-	-	-	-	-	-	-
2,001 - 5,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
5,001 - 10,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
Over 10,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
Non - Residential										
Meter size (by inch)	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
Base Monthly Bill	\$ 19.12	\$ 19.12	\$ 23.90	\$ 47.78	\$ 76.46	\$143.37	\$238.94	\$477.89	\$764.61	\$ 1,099.13
Volumetric Rate										
1 - 1,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
1,001- 2,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
2,001 - 5,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
5,001 - 10,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72
Over 10,000 Gallons	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72	\$ 4.72

City of Bay City
Schedule of Proposed Industrial Rates - Water
October 1, 2017

MONTHLY RATES - CURRENT										
Industrial - Water										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
Base Monthly Bill	\$ 20.25	\$ 20.25	\$ 25.32	\$ 50.61	\$ 80.98	\$151.84	\$253.07	\$506.14	\$809.83	\$ 1,164.13
Volumetric Rate										
0 - 900,000 Gallons	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
900,001 to 4,500,000 Gallons	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78
Over 4,500,000 Gallons	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36

MONTHLY RATES - PROPOSED RATES FOR FY 2018										
Industrial - Water										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
Base Monthly Bill	\$ 20.86	\$ 20.86	\$ 26.08	\$ 52.13	\$ 83.41	\$156.40	\$260.66	\$521.33	\$834.12	\$ 1,199.05
Volumetric Rate										
0 - 900,000 Gallons	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33
900,001 to 4,500,000 Gallons	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89
Over 4,500,000 Gallons	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46

City of Bay City
Schedule of Proposed Industrial Rates - Waste Water
October 1, 2017

MONTHLY RATES - CURRENT										
Industrial - Waste Water										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
Base Monthly Bill	\$ 18.56	\$ 18.56	\$ 23.21	\$ 46.39	\$ 74.23	\$139.19	\$231.98	\$463.97	\$742.34	\$ 1,067.12
Volumetric Rate										
0 - 900,000 Gallons	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
900,001 to 4,500,000 Gallons	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78
Over 4,500,000 Gallons	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36

MONTHLY RATES - PROPOSED RATES FOR FY 2018										
Industrial - Waste Water										
<u>Meter size (by inch)</u>	0.6250	0.7500	1.0000	1.5000	2.0000	3.0000	4.0000	6.0000	8.0000	10.0000
Base Monthly Bill	\$ 19.12	\$ 19.12	\$ 23.90	\$ 47.78	\$ 76.46	\$143.37	\$238.94	\$477.89	\$764.61	\$ 1,099.13
Volumetric Rate										
0 - 900,000 Gallons	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33
900,001 to 4,500,000 Gallons	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89
Over 4,500,000 Gallons	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

RESOLUTION (ID # 2857)

Meeting: 09/28/17 07:00 PM
Department: Finance
Category: Budget
Prepared By: Scotty Jones
Initiator: Scotty Jones
Sponsors:
DOC ID: 2857

DISCUSS, CONSIDER AND/OR APPROVE INCREASING SANITATION RATES BY 1.88%.

COMMENTS - Current Meeting:

Finance Director Scotty Jones presented the recommended 1.88% sanitation rate increase.

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

Sanitation Rates

City of Bay City Schedule of Proposed Sanitation Rates October 1, 2017

	Monthly Rates	
	Current	Proposed
<u>Residential rates per month</u>		
Inside City Limits	\$ 19.66	\$ 20.03
Extra Toter Inside City Limits	\$ 9.84	\$ 10.02
Outside City Limits	\$ 29.50	\$ 30.04
Extra Toter Outside City Limits	\$ 14.75	\$ 15.04
<u>Commerical rates per month</u>		
Small Commercial Inside City Limits	\$ 34.88	\$ 35.54
Small Commercial Extrat Toter Inside City Limits	\$ 17.44	\$ 17.77
Small Commercial Outside City Limits	\$ 52.30	\$ 53.30
Small Commercial Extra Toter Oustide City Limits	\$ 26.15	\$ 26.65
2 Yard 1 time per week	\$ 55.53	\$ 56.57
2 yard 2 times per week	\$ 111.99	\$ 114.10
2 yard 3 times per week	\$ 166.77	\$ 169.91
2 yard 4 times per week	\$ 219.83	\$ 223.96
2 yard 5 times per week	\$ 271.22	\$ 276.32
2 yard 6 times per week	\$ 326.75	\$ 332.89
3 yard 1 time per week	\$ 78.27	\$ 79.74
3 yard 2 times per week	\$ 156.64	\$ 159.58
3 yard 3 times per week	\$ 232.47	\$ 236.84
3 yard 4 times per week	\$ 305.76	\$ 311.51
3 yard 5 times per week	\$ 376.53	\$ 383.61
3 yard 6 times per week	\$ 453.72	\$ 462.25
4 yard 1 time per week	\$ 96.82	\$ 98.64
4 yard 2 times per week	\$ 192.85	\$ 196.48
4 yard 3 times per week	\$ 285.52	\$ 290.89
4 yard 4 times per week	\$ 374.83	\$ 381.88
4 yard 5 times per week	\$ 460.75	\$ 469.41
4 yard 6 times per week	\$ 557.56	\$ 568.04
6 yard 1 time per week	\$ 133.89	\$ 136.41
6 yard 2 times per week	\$ 265.29	\$ 270.28
6 yard 3 times per week	\$ 391.66	\$ 399.02
6 yard 4 times per week	\$ 512.96	\$ 522.60
6 yard 5 times per week	\$ 629.20	\$ 641.03
6 yard 6 times per week	\$ 760.50	\$ 774.80
8 yard 1 time per week	\$ 162.50	\$ 165.56
8 yard 2 times per week	\$ 320.63	\$ 326.66
8 yard 3 times per week	\$ 472.48	\$ 481.36
8 yard 4 times per week	\$ 617.36	\$ 628.97

Attachment: Sanitation Rates10_2017 (2857 : SANITATION FEES)

Sanitation Rates

8 yard 5 times per week	\$ 755.51	\$ 769.71
8 yard 6 times per week	\$ 880.24	\$ 896.79
Additional haul- 2 yard	\$ 18.52	\$ 18.87
Additional haul- 3 yard	\$ 26.12	\$ 26.61
Additional haul- 4 yard	\$ 32.30	\$ 32.91
Additional haul- 6 yard	\$ 44.67	\$ 45.51
Additional haul- 8yard	\$ 54.22	\$ 55.24
Lock fee- 1 time	\$ 75.00	\$ 75.00
Lock fee- monthly	\$ 5.00	\$ 5.00