



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, July 23, 2024 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Becca Sitz

Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Blayne Finlay

Vision Statement

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

AGENDA

THE FOLLOWING ITEM WILL BE ADDRESSED AT THIS OR ANY OTHER MEETING OF THE CITY COUNCIL UPON THE REQUEST OF THE MAYOR, ANY MEMBER(S) OF COUNCIL AND/OR THE CITY ATTORNEY:

ANNOUNCEMENT BY THE MAYOR THAT COUNCIL WILL RETIRE INTO CLOSED SESSION FOR CONSULTATION WITH CITY ATTORNEY ON MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT (TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE).

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Councilman Blayne Finlay

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Councilman Blayne Finlay

APPROVAL OF AGENDA**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.

ACKNOWLEDGEMENT FROM CITY MANAGER**ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS****DEPARTMENT REPORTS**

- 1. Municipal Court 3rd Quarter Report.** Katy Plunkett, Municipal Court Administrator/Magistrate

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 2. Property ~ Discuss, consider and/or approve a drainage easement agreement between the City of Bay City and SAL Holdings, LLC, being a 20-foot wide drainage easement out of that called City of Bay City, Texas 2.06-acre tract described in Volume 399, page 401 of the Matagorda County Deed Records and part of the I&G N RR Co Survey 4, block 4, Abstract 268.** Krystal Mason, Assistant Director of Public Works
- 3. Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City of Bay City, Texas, amending Chapter 42 "Fire Prevention and Protection", Article III "Fire Prevention Code", providing for repeal; providing for ratification; providing penalty; providing for severability; and providing an effective date.** Dan Shook, Fire Marshal
- 4. Police Department Strategic Plan Update.** Christella Rodriguez, Chief of Police
- 5. Report ~ Discuss, consider, and/or approve the City's Quarterly Financial and Investment Report for quarter ending June 30, 2024.** Jennifer Leverett, Finance Manager

CLOSED / EXECUTIVE SESSION

- 6. Executive Session pursuant to Section 551.071(2) of the Texas Government Code (Consultation with Counsel on Legal Matters)**
- 7. Executive Session pursuant to Section 551.072 of the Texas Government Code (Deliberation regarding Real Property)**

RECONVENE AND ACTION**ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER**

ADJOURNMENT**AGENDA NOTICES:**

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

CERTIFICATION OF POSTING

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, July 19, 2024 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

QUARTERLY UPDATE APRIL-JUNE 2024

CASH COLLECTIONS

Cash	Check	Money Order	Credit Card	Total
\$22,632.14	\$1213.00	\$1694.06	\$41,348.57	\$66,887.77

↓ \$5,461.29 from last quarter and
↑ \$1,985.29 from same quarter of 2023

CLERK STATS

Clerk	Cash	Check	Money Order	Credit Card	Total
Debbi	\$9,569.60	\$434.00	\$448.00	\$18,354.16	\$28,805.76
Ginger	\$5,125.30	\$144.00	\$1,096.06	\$11,084.67	17,450.03
Katy	\$441.00	\$302.00	\$0.00	\$125.00	\$868.00
Lillie	\$7,496.24	\$333.00	\$150.00	\$11,784.74	\$19,763.98
Totals	\$22,632.14	\$1,213.00	\$1,694.06	\$41,348.57	\$66,887.77



NON-CASH COLLECTIONS

Jail Time	Waived	Community Service	Indigent	Total
\$6,899.97	\$13,809.69	\$16,702.26	\$17,150.48	\$54,562.40

↓ \$20,951.52 from last quarter and
↓ \$17,519.23 from same quarter of 2023



FILED CASES

Violations Filed	April	May	June	Total
Felony	26	34	29	89
A/B	47	36	38	121
State Law	29	16	25	70
Traffic	147	109	101	357
City Ordinance	11	0	10	21
Parking	0	3	2	5
Total	260	198	205	663

ISSUED WARRANTS

Warrants Issued	April	May	June	Total
Class C	29	54	29	112
Felony	12	15	10	37
A/B Misd.	15	8	5	28
Total	56	77	44	177

DISPOSED CASES

Method	April	May	June	Total
Comm Serve	13	6	9	28
Dismissed DSC	4	5	8	17
Dismissed after Def.	0	8	0	8
Compliance Dismissal	14	5	9	28
Dismissed by Prosecutor	12	16	11	39
Jail Credit	32	39	30	101
Total	75	79	67	221

CLEARED WARRANTS

Warrant Type	April	May	June	Total
Class C	41	30	30	101
Felony	11	16	10	37
A/B Misd.	13	13	5	31
Total	65	59	45	169

MAGISTRATIONS

	April	May	June	Total
Class A/B	44	37	34	115
Felonies	26	38	25	89
Req. For Counsel A/B	0	3	1	4
Req. for Counsel Fel.	0	7	4	11
Search Warrants	0	0	1	1
EPO's Issued	3	3	9	15
Ignition Interlock	0	2	1	3
Totals	73	90	75	238

THANK YOU





CITY OF BAY CITY
 1901 FIFTH STREET
 BAY CITY, TEXAS 77414
 (979) 245-2137
 FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Mason, Krystal **Date Submitted:** 07-18-2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 07-23-2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Assistant Director of Public Works
For City Staff Only

Agenda Location: Discussion Item
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Discuss, consider and/or approve a drainage easement agreement between the City of Bay City and SAL Holdings, LLC, being a 20-foot wide drainage easement out of that called City of Bay City, Texas 2.06-acre tract described in Volume 399, page 401 of the Matagorda County Deed Records and part of the I&G N RR Co Survey 4, block 4, Abstract 268.

Executive Summary of Item:

SAL Holdings, LLC is requesting the City of Bay City grant a 20-foot wide drainage easement for the purpose of laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of drainage facilities and all related connections and appurtenances for storm water drainage from the Valor Park Subdivision to Cottonwood Creek.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT AGREEMENT

Effective Date:

_____, 2024

Grantor:

City of Bay City, a Texas Municipal Corporation

Grantor's Mailing Address:

1901 Fifth Street
Bay City, Texas 77414

Grantee:

SAL Holdings, LLC, a Texas Limited Liability Company

Grantee's Mailing Address:

2200 Avenue A
Bay City, Texas 77414

Easement Property:

BEING a 20-foot wide drainage easement out of that called City of Bay City, Texas 2.06-acre tract described in Volume 399, page 401 of the Matagorda County Deed Records and part of the I.&G.N.R.R. Co. Survey 4, Block 4, Abstract 268 in Matagorda County, Texas and said easement extending 10-feet on either side, with the projections thereof, of the centerline of said easement being more particularly described and shown in **Exhibit A** attached hereto and incorporated herein for all purposes.

Easement Purpose:

For the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of drainage facilities and all related connections and appurtenances (collectively, "Facilities"), across, along, under, over, upon, and through the Easement Property and entrance upon the Easement Property to engage in all activities as may be necessary,

requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements and to excavate and place or haul on or offsite dirt from within the Easement Property and the right to bring and operate any equipment on the Easement Property as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Warranty, and Terms and Conditions below, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns a non-exclusive easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances therein any way belonging (collectively, "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement when the claim is by, through, or under Grantor, except as to the Reservations from Conveyance and Exceptions to Warranty.

Reservations from Conveyance:

Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Grantee for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.

Exceptions to Warranty:

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Property and appearing of record in the Official Public Records of Matagorda County, Texas, to the extent the same are in effect and validly enforceable against the Easement Property ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of the rights in the Easement and use of the Easement Property for the purposes set forth herein.

Terms and Conditions:

The Following Terms and Conditions apply to the Easement granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual and irrevocable.

2. *Improvement and Maintenance of Easement Property.* Construction of the Facilities and improvement of the Easement Property (hereinafter, the "Initial Construction"), if necessary, will be at the sole expense of Grantee. Notwithstanding anything stated in Agreement to the contrary upon the completion of the Initial Construction, maintenance of the Easement Property and the Facilities will be the sole responsibility, and at the sole expense of, Valor Park HOA (hereinafter, the "HOA. Grantee and the HOA shall have the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary for the Initial Construction or to maintain, replace, or remove the Facilities, subject to replacement of any fences to their original condition upon request by Grantor and the completion of the Grantee's Initial Construction and/or the HOA's maintenance work. Subject to the rights granted to Grantee herein, and to the extent it does not interfere with Grantee's full and complete use and enjoyment of the Easement Property for the purposes set forth herein, Grantee, after completion of the Initial Construction only, and the HOA, at all times after doing any work in connection with the Easement, restore the surface of the Easement Property as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work; provided, however, neither Grantee or the HOA shall be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Property in connection with the Initial Construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities. Grantee may remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Property in connection with Grantee's Initial Construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at the Grantee's sole discretion, subject to performance of Grantee's obligation under this agreement.

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

4. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

5. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law-rules of any jurisdiction. Venue shall exclusively be in the county or counties in which the Easement Property is located.

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

7. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

8. *Further Assurances.* Each signatory 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.

9. *Legal Construction.* 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 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.

10. *Notices.* Any notice required or permitted under this agreement must be in writing. Notice may be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means involving physical delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

12. *Assignment.* Grantee may assign this Agreement, with all of its rights, privileges and obligations hereunder, at any time and for any reason without the Grantor's consent.

[Execution pages follow.]

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

EXECUTED on _____, 2024, to be effective as of the Effective Date.

GRANTOR:

City of Bay City,
a Texas Municipal Corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2024, by _____ of the City of Bay City, a Texas Municipal Corporation, on behalf of said City of Bay City.

(NOTARY SEAL)

Notary Public, State of Texas

The individual signing this instrument on behalf of Grantee represents that it has the requisite authority to bind Grantee.

EXECUTED on July 2, 2024, to be effective as of the Effective Date.

GRANTEE:

SAL Holdings, LLC
A Texas Limited Liability Company

By: SWA A L

Name: SWART A. LYN

Title: MEMBER

STATE OF TEXAS

COUNTY OF Matagorda

This instrument was acknowledged before me this 2nd day of July, 2024, by SWART A. LYN, a member of the SAL Holdings, U.C., on behalf of said SAL Holdings, LLC.



(NOTARY SEAL)

Elizabeth B. Abels
Notary Public, State of Texas

The individual signing this instrument on behalf of Valor Park HOA represents that it has the requisite authority to bind Valor Park HOA.

EXECUTED on July 2, 2024, 2024, to be effective as of the Effective Date.

GRANTEE:

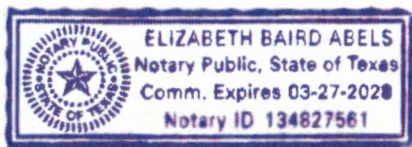
Valor Park HOA
A Texas Homeowners Association

By: [Signature]
Name: STUART A. LYNN
Title: PRESIDENT

STATE OF TEXAS

COUNTY OF Matagorda

This instrument was acknowledged before me this 2nd day of July, 2024, by Stuart Lynn, President of Valor Park HOA, on behalf of said Valor Park HOA.



(NOTARY SEAL)

Elizabeth B. Abels
Notary Public, State of Texas

EXHIBIT A

Description and Plat of Easement Property

(see attached)



LINE	DISTANCE	BEARING
1	40.00	S 86°44'03" W
2	40.00	S 86°44'03" W
3	74.36	S 03°15'57" E
4	74.56	S 03°15'55" E
5	72.23	S 86°44'03" W

PROJECTED SOUTH
LINE OF ROSS ST.

CITY OF BAY CITY

FND 5/8" IR WITH CAP
"G&W EGR"

S 86°34'43" W

20' DRAINAGE
EASEMENT
480.16 SF

S 86°52'03" W

S 86°34'43" W
240.08

POINT OF
BEGINNING

CALLLED 18.325 AC
BOARD OF TRUSTEES
OF THE BAY CITY
INDEPENDENT SCHOOL
DISTRICT
TO
SAL HOLDINGS
DOCUMENT NO.
2021-7649
MATAGORDA COUNTY
OFFICIAL RECORDS

CITY OF BAY CITY
2.06 ACRES
VOL. 399, PG. 401
D.R.M.C.T.

CITY OF BAY CITY

PLAT

OF A 20 FOOT WIDE DRAINAGE EASEMENT IN THE
I&GNRR CO, SURVEY 4, BLOCK 4, ABSTRACT 268
IN MATAGORDA COUNTY AND IN THE CITY OF BAY
CITY 2.06 ACRE TRACT DESCRIBED IN THAT DEED
RECORDED IN VOLUME 399, PAGE 401 OF THE
MATAGORDA COUNTY DEED RECORDS.

72.2'±

AVENUE M

1.71 AC OF
18.325 AC
TRACT IN
AVE M ROW

FND SPINDLE
IN PVMT

16TH STREET



JOHN D. MERCER, R.P.L.S. NO. 1924

- SET IRON ROD
- EXISTING PROPERTY CORNER

DRAWN BY: CM
CHECKED BY: JDM
SCALE: 1"=100'

JOB NO.
E2551

1 OF 1

LYNN ENGINEERING

TEXAS REGISTERED ENGINEERING FIRM F-324
TEXAS REGISTERED SURVEYING FIRM 10116600



2200 AVENUE A
BAY CITY, TEXAS 77414
PH: (361) 782-7121

LEGAL DESCRIPTION

STATE OF TEXAS §

COUNTY OF MATAGORDA §

BEING a 20 foot wide drainage easement out of that called City of Bay City, Texas 2.06-acre tract described in Volume 399, page 401 of the Matagorda County Deed Records and part of the I.&G.N.R.R. Co. Survey 4, Block 4, Abstract 268 in Matagorda County, Texas and said easement extending 10 feet on either side, with the projections thereof, of the centerline of said easement as herein further described:

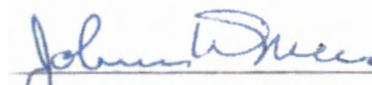
FOR REFERENCE, a 5/8 inch iron rod with cap marked "G&W EGR", found in the North line of that called 18.325 acre tract described in deed from the Board of Trustees of the Bay City Independent School District to SAL Holdings recorded as Document No. 2021-7649 of the Matagorda County Official Records, said iron rod also being in the called East right-of-way line of Avenue M, a public road right-of-way with a width of 72.20 feet, more or less;

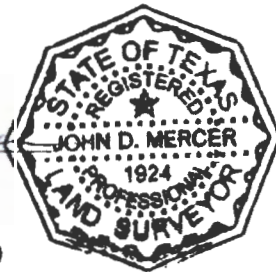
THENCE South 3° 15' 55" East with the called East right-of-way line of Avenue M for a distance of 74.56 feet to a point;

THENCE South 86° 44' 03" West, crossing the right-of-way of Avenue M for a distance of 72.23 feet, more or less, to a point in the West right-of-way line of Avenue M and the East line of the aforementioned City of Bay City 2.06-acre tract to a point for the POINT OF BEGINNING of the herein described easement centerline, said point being located 74.36 feet, more or less, along the East line of said 2.06-acre tract from the Northeast corner of said tract;

THENCE South 86° 44' 03" West with the centerline of the herein described easement, there being 10 feet on either side with the projection thereof, for a centerline distance of 240.08 feet, more or less, to a point in the West line of said 2.06 acre tract and the approximate centerline of Cottonwood Creek for the end of the herein described easement centerline, containing in area 480.16 square feet of land, more or less.

This description is based on an on-the-ground survey made under my supervision in March 2024. Bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.


 John D. Mercer, RPLS #1924
 Lynn Engineering, LLC
 Surveying Firm No. 10116600
 7/02/2024



E2551



CITY OF BAY CITY
 1901 FIFTH STREET
 BAY CITY, TEXAS 77414
 (979) 245-2137
 FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Dan Shook **Date Submitted:** 6/24/24
Last, First *MM/DD/YYYY*

Requestor Type : Staff **Meeting Date:** 7/23/24
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Fire Marshal
For City Staff Only

Agenda Location: Regular Item
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Ordinance ~ Discuss, consider, and/or approve and Ordinance of the City of Bay City, Texas, amending the Fire Marshal's Office creation ordinance under Chapter 42 Article III – FIRE PREVENTION CODE. Updating code to the 2018 version of the International Fire Code

Executive Summary of Item:

Background: The Fire Prevention Code is the 2015 version of the International Fire Code. This will update to a more recent version of the fire code. This will also assist with the improvement to ISO rating.

Financial Implications: This will update the ordinance to a more recent version of the fire code.

Recommendation: Staff recommends approving the revised ordinance.

Attachments: Correction to city ordinance Chapter 42 Article III.

ORDINANCE NUMBER _____

ORDINANCE AMENDING THE CITY CODE OF ORDINANCES RELATING TO SECTIONS OF CHAPTER 42 “FIRE PREVENTION AND PROTECTION”, ARTICLE III “FIRE PREVENTION CODE”, SECTIONS 42-76 AND SECTION 42-77; PROVIDING FOR REPEAL; PROVIDING FOR RATIFICATION; PROVIDING PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS that the amendments are adopted as Amendments to Chapter 42, Article III, as shown on the attached Exhibit “A” in its Code of Ordinances.

Section 1. The Amendments are to be made to Chapter 42, Sections 42-77 ; Section 46-76 and Section 42-77, as shown on the attached Exhibit “A.” All insertions are made with blue colored letters and all deletions are shown in red.

Section 2: Other than as amended herein, all remaining sections of Chapter 42 remain in full force and effect. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4: The City Secretary shall publish the caption or a descriptive title of this ordinance one time within 10 days after final passage of the ordinance in a newspaper of general circulation in the City of Bay City.

Section 5: It is the intention of the City Council that this ordinance shall become a part of the Code of the City of Bay City, Texas, and it may be renumbered and codified therein accordingly, in the manner approved by the City Attorney. The Code of the City of Bay City, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Section 6: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor. In addition to any other remedy provided by law, the City and its officers shall have the right to enjoin any violation of this ordinance by injunction or civil remedy issued by a court of competent jurisdiction.

Section 7. That if any provision of this ordinance, or the application thereof to any person or circumstances, shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 8: That the provisions of this ordinance shall become effective 10 days after final passage and approval by the City Council of the City of Bay City, Texas.

PASSED AND APPROVED on this 23rd day of July 2024.

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary
City of Bay City, Texas

Anne Marie Odefey, City Attorney

COUNCIL MEMBER	VOTED AYE	VOTED NO	ABSENT
James Folse	_____	_____	_____
Ben Flores	_____	_____	_____
Brad Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____
Blayne Finlay	_____	_____	_____
Robert K. Nelson Mayor	_____	_____	_____

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary
City of Bay City, Texas

Anne Marie Odefey, City Attorney

EXHIBIT A

CHAPTER 42 “FIRE PREVENTION AND PROTECTION”

ARTICLE III. - FIRE PREVENTION CODE^[3]

- **Sec. 42-76. - Adopted.**

- (a) The International Fire Code, ~~2015~~ 2018 Edition, including appendices B, C, D, E, F, H, and I, prepared by the International Code Council, is hereby adopted by reference as the fire prevention code of the city, as if set out at length in this article.
- (b) Chapter 1 of the International Fire Code is amended to include the ~~2015~~ 2018 Edition of the Life Safety Code as prepared by the National Fire Protection Association (NFPA) and is hereby adopted by reference as an additional fire prevention code of the city as if set out at length in this article.
- (c) A copy the codes adopted in this section are on file in the city secretary's office.

- **Sec. 42-77. - Amendments.**

The International Fire Code as adopted in this article is hereby amended in the following respects:

Section 101.1. ~~Delete section.~~ Amended to show “City of Bay City” in place of “[NAME OF JURISDICTION]”

Section ~~108~~ 109. Delete section.

Section ~~109.3~~ 110.3. Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this Code, shall be guilty of a Class C misdemeanor, punishable by a fine of not more than \$2,000.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section ~~111.4~~ 112.4. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$50.00 or more than \$2,000.00.

Section ~~113.2~~ 106.2 is hereby amended to read as follows:

Fire Safety Inspection:

Facilities without food preparation	\$78.09/hr
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Facilities with onsite food preparation	\$100.72/hr
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CONSTRUCTION PERMITS

Automatic Fire Protection Systems:

Automatic Sprinkler System — New Installation	\$300.86 (min. fee)
First 10,000 SF	\$0.052 SF
Area over 10,000 SF	\$0.017 SF

Note: Each riser will be calculated as a separate system. No system can exceed 52,000 SF

For each floor level above or below the grade floor level, add	\$89.52
For each in-rack storage system add	\$300.86

Exception: There shall be no permit fee for installing a 13-D residential sprinkler system in a Group R, Division 3 Occupancy that is not used for commercial purposes such as, but not limited to, assisted living or group home use.

Automatic Sprinkler System — Modification:

1—20 heads	\$75.00
21—100 heads	\$150.00
101—500 heads	\$300.00
System modifications over 500 heads shall be considered new systems. Modifications not requiring changing or adding sprinkler heads	\$300.86

Private Hydrants:

Permit Fee	\$89.52
Modifications, per hydrant	\$89.52
Piping modifications	\$300.86
Private fire hydrants, remove from service use or operation.	\$300.86

Fire Alarm System — New Installation:

SF of area covered by alarm system:

Up to 10,000 SF	\$488.89
10,001 — 52,000 SF	\$729.78
Each additional 52,000 SF or fraction thereof	\$343.84
For each floor level above or below the grade floor level, add	\$89.52

Fire Alarm System — Modification:

EXPAND

1—10 devices	\$300.86
Each addition device over 10	\$31.34

Note: Devices shall include, but not limited to, all initiating and signaling devices such as pull stations, smoke and heat detectors, and audible and visual alarms.

Fire Alarm Panel — Installation Only:

SF of area covered by alarm system:

Up to 10,000 SF	\$488.89
10,001—52,000 SF	\$729.78
Each additional 52,000 SF or fraction thereof	\$343.84
For each floor level above or below grade floor level add	\$89.52

Fire Protection System Monitoring:

Fire Protection System Monitoring Panel	\$225.64
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Tents, Canopies, and Other Membrane Structures:

EXPAND

First	\$333.08
Multiple:	
Each additional on the same site	\$150.50

Re-inspection Fee:

Permit Fee	\$78.92
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Section ~~106.5~~ 107.5 is hereby created and shall read as follows:

All fire-extinguishing systems, standpipe systems, fire alarm or detection systems, portable or mixed fire extinguisher and other protection systems or appliances required by the International Fire Code, International Building Code, ~~2015~~ 2018 Life Safety Code 101 or any other city ordinance, or otherwise installed, shall be maintained and inspected annually by firms that possess a current certificate of registration with the state fire marshal's office.

Section 3406.6.2.4. is hereby created and shall read as follows:

3406.6.2.4. Railroad tank cars and those cars containing or used to transport flammable or combustible liquids, or any material classed as a hazardous material as defined by Section 171.8 of the Code of Federal Regulations, Title 49, Transportation, shall not be parked or left standing at any one point inside the corporate limits of the City of Bay City, longer than one hour except in areas approved for that purpose by the fire marshal. The fire marshal, fire chief, mayor or their designate may order the immediate removal of any railroad car or engine, which because of leaks, fumes, proximity to a fire scene, or any other reason, poses an immediate threat or hazard to persons or property.

2024-2028 *Strategic Plan*



**City of
Bay City**



**Ready to Protect
Proud to Serve**

Mission Statement

It is the mission of the Bay City Police Department and its employees, in cooperation with the citizens of Bay City, to maintain public order and continually strive to improve the quality of life through fair and impartial public service and law enforcement.

Vision

The vision of the Bay City Police Department will always remain devoted to the safety of our community by providing rapid-response assistance to every call. We are dedicated to equitable service, integrity, and professionalism to improve the quality of life for our citizens. We are committed to excellence by doing the right thing.

Values

Integrity

The Bay City Police Department will maintain the highest standards of honesty and integrity in both our professional and personal lives.

Service

As members of law enforcement we are accountable to a higher authority and the community, which we serve, and we will be always mindful of that. We will be courteous and friendly towards every person we serve.

Community

The Bay City Police Department's fundamental duty is to serve and protect the members of our community to the very best of our abilities. We will treat everyone with respect, dignity, and fairness without prejudice, oppression or intimidation.



Message From the Chief



The Bay City Police Department (BCPD) is proud to present its 2024-2028 Strategic Plan. This plan builds upon the successes of the City of Bay City Strategic Plan and outlines our commitment to public safety in the coming years.

Key Focus Areas:

- **Community Engagement:** The BCPD is committed to addressing community concerns through a comprehensive approach that includes ongoing dialogue and collaboration. We will actively identify emerging city issues and implement strategies that foster trust and safety for all residents.
 - **Employee Development:** We are dedicated to fostering a culture of continuous learning and professional development. By investing in our sworn, civilian, and volunteer staff, we ensure the delivery of ethical and progressive policing practices.
 - **Adaptability and Growth:** The BCPD recognizes the dynamic nature of our community and remains adaptable in its approach. We are steadfast in our commitment to providing the highest quality of police services to Bay City's growing population.
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- **Foundation for Success:** The leadership and dedication of our entire department, including sworn officers, professional staff, and volunteers, is instrumental to our success. This commitment, combined with strong partnerships within the community, forms the foundation for our mission and core values
 - **Collaboration and Support:** The BCPD is grateful for the unwavering support of our City Council, City Manager, other City Departments, and community groups. This collaboration has been crucial in propelling our initiatives forward and further enhancing our service to the community.
 - **Looking Ahead:** We are confident that this strategic plan demonstrates our commitment to proactive and responsive policing. It outlines a clear path towards enhancing safety and quality of life for all citizens and visitors in Bay City.
 - **Conclusion:** The BCPD staff remains dedicated to providing exceptional public safety services with unwavering vigilance and professionalism.



About the Department

The Bay City Police Department serves a diverse and growing community of residents. The City of Bay City, county seat of Matagorda County, is located at the junction of State Highways 35 and 60 along the Gulf Coast, 90 miles southwest of Houston, Texas. Incorporated in 1902, the city limits expanded to include more than six square miles.

Today, the Department is led by Chief Christella Rodriguez.

The Department has an authorized staff of 40 commissioned Law Enforcement officials, and 20 professional staff. The department serves an estimated population of 18,000 citizens. The Department responds to over 27,000 calls for service each year and conducts an average of 1,667 security checks each year. The average number of traffic contacts each year is approximately 4,500.



Bay City Police Department is a professional law enforcement agency that strives for excellence. The department is an accredited agency through Best Practices by the Texas Police Chief's Association.

The Department possesses a strong set of values that direct the members of the department and encourages them to conduct all official business in a manner consistent with the department's Core Values.

Our Patrol Division consists of 2 sections: two day shifts and two evening/night shift's and a traffic officer. A patrol commander is designated to oversee the operations of the patrol division.

The Criminal Investigations Division has 7 detectives responsible for the investigation of general and specialized crimes. The general investigators are led by a Criminal Investigations Lieutenant.

Additionally the department has a Narcotic Division, Communication's Division, Training Sergeant and an Administrative Division.



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    COP --- LE[LE Commander]
    COP --- CID[CID Commander]
    COP --- SSC[Support Services Commander]

    LE --- Patrol[Patrol]
    LE --- TO[Traffic Officer]
    Patrol --- S1[Sergeant]
    Patrol --- S2[Sergeant]
    Patrol --- S3[Sergeant]
    Patrol --- S4[Sergeant]
    S1 --- C1[Corporal]
    S2 --- C2[Corporal]
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    O4_2 --- O4_3[Officer]

    CID --- DS[Detective Sergeant]
    CID --- NS[Narcotics Sergeant]
    DS --- C[Corporal]
    C --- D1[Detective]
    D1 --- D2[Detective]
    D2 --- D3[Detective]
    D3 --- D4[Detective]
    D4 --- D5[Detective]
    NS --- KO[K-9 Officer]
    DS --- SC[Senior Crime Scene Investigator]
    SC --- CSI[Crime Scene Inv.]
    CSI --- IA[Investigative Assist.]

    SSC --- IM[Impound Manager/ACO Supervisor]
    SSC --- TS[Training Sergeant]
    SSC --- TCS[TCO Supervisor]
    IM --- IT1[Impound Tech II]
    IT1 --- IT2[Impound Tech II]
    IT2 --- AC1[Animal Control]
    AC1 --- AC2[Animal Control]
    TS --- CVL[Crime Victims Liaison]
    CVL --- RC1[Records Clerk]
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Executive Summary

Introduction

Members of the Bay City Police Department took the opportunity of compiling a comprehensive strategic plan to ensure ongoing success in efforts of combating crime while maintaining safety throughout the community. We are committed to addressing the current needs of our citizens, while responding confidently to future needs and assessing current crime trends. We will also remain mindful of concerns communicated to us in a recent citywide Strategic Planning Focus Group of community leaders. As we are attempting to predict future demands, we evaluated our current deployment statistics to identify the decline in our proactive activities, which showed the demand for our services remained steady, and even increased in some areas. Tools, such as a staffing study, were utilized to assist us in the conceptualization and planning of future goals for improving the services to our growing community. This four-year strategic plan was created to serve as a road map to implementation of improved deployment strategies to effectively impact our goals.



Our Goals

- ◆ Goal 1: Recruit & Retain a Quality Workforce
- ◆ Goal 2: Protect Bay City
- ◆ Goal 3: Community and Outreach Engagement
- ◆ Goal 4: Foster Leadership Excellence
- ◆ Goal 5: Maintain Updated Equipment & Technology



Through team collaboration, four specific categories were identified that will allow our department to implement overall strategies to ensure an innovative and community-oriented approach to fulfill the needs of our community. The following categories will assist in guiding our organization to reach our overall objective:

- Emergency Preparedness
- Technology
- Training
- Equipment

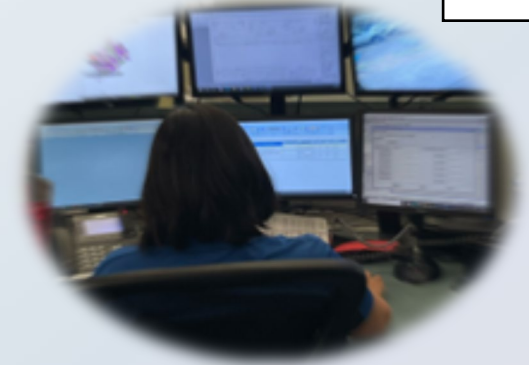
As we strategically roll out our initiatives, we will evaluate our milestones to confirm positive outcomes that will meet our goals.



Goal 1—Recruit & Retain a Quality Workforce

GOALS	STRATEGIES
Mental Health & Employee Resilience	<ul style="list-style-type: none"> Look for Innovative ways to encourage positive employee wellness initiatives such as bi-annually testing to reach personal goals Implement Physical fitness standards and nutrition for all employees Reinvigorate training on employee wellness & mental fitness Build and maintain a Peer Support Program
Programs	<ul style="list-style-type: none"> Develop Performance management processes for all employees Promote Female Executive Leadership Programs Develop the next generation of department leaders Superior Training Programs for all employees Focus on leadership training for all Corporals, Sergeants, Lieutenants, and other executive leaders.
Recruit	<ul style="list-style-type: none"> Clear links to the Personal History Statement (PHS) on City Website Identify and Implement innovative ways to reach all generational platforms Continue sign on incentive program Employee Recruitment program Host a Job Fair Recruit at surrounding Police Academies
Develop Our Workforce	<ul style="list-style-type: none"> Additional officers as outlined in the current staffing study Addition of a Crime Prevention Officer Addition of an IT/ Crime Analyst Position Shift differential pay for officers and dispatchers Addition of a Records Clerk Additional Dispatchers
Develop Advertising Plan For Improving Recruitment	<ul style="list-style-type: none"> Billboards Indeed.com Hiring Websites Recruiting Video Fliers
Implement Pay Scale	<ul style="list-style-type: none"> Implement salary increases with years of service Increase Longevity pay to be comparable to other agencies Conduct yearly salary analysis for all positions
Enhance Organizational Positions	<ul style="list-style-type: none"> Ensure proper alignment of people, resources and workload Evaluate and optimize resource allocation to maximize operational efficiency and effectiveness across all functions Protect employee well being by actively managing workload Assess the effectiveness of existing communication practices and identify areas of enhancement





Goal 2—Protect Bay City

GOALS	STRATEGIES
Reduce, Address, Prevent Crime	<ul style="list-style-type: none"> • Increase special operations • Drug awareness campaigns • Utilize the Flock Cameras to assist in Crime Prevention and crime solvability • Reduce Property crime by at least 3% City Wide
Traffic Safety	<ul style="list-style-type: none"> • Expand Crash Team • Re-instate a Traffic Officer • Work Traffic related Special Operations
Emergency Preparedness	<ul style="list-style-type: none"> • Automated External Defibrillator "AEDs" for patrol cars • Strategic response to major critical events • Emergency Management Training
Ensure Community Well-Being	<ul style="list-style-type: none"> • Meet the needs of victims and survivors of crime and respond appropriately with services needed • Proactively identify and respond to Community specific needs in crime prevention and reduction strategies • Deploy Chaplain when available
Reinstate Special Response Team "SRT"	<ul style="list-style-type: none"> • Recruit and train officers to rebuild a team • Budget equipment needed for team members • Training for members
Special Operations	<ul style="list-style-type: none"> • DWI Enforcement • Hot Spot Enforcement • Holiday Enforcement • Continue Drug Enforcement effort with local agencies



Goal 3 - Community Outreach & Engagement



GOALS	STRATEGIES
Community Mental Health	<ul style="list-style-type: none"> Yearly Mental Health Meeting with Community & Law Enforcement Stakeholders
Community Connection by Employees	<ul style="list-style-type: none"> Shop With A Cop "SWAC" Junior Police Academy Seek for additional Community outreach programs Promote Take Me Home Program Community Autism Awareness Event
Implement a Crime Prevention Officer	<ul style="list-style-type: none"> Budget for the position Budget Training for position
Community Connection with Police	<ul style="list-style-type: none"> Neighborhood Watch Meet with Clergy Crime Free Multi-Housing program Reinstate Crime Stoppers Establish neighborhood watch programs Continue dedication of resources for attendance at National Night Out
Annual Awards Banquet	<ul style="list-style-type: none"> Promote the attendance of community, family, and friends at annual awards banquet



Bay City
Police Department

Goal 4 - Foster Leadership Excellence



GOALS	STRATEGIES
Training	<ul style="list-style-type: none"> • Increase Training Funds • Leadership Command College (LLC) • Command Staff Leadership (CSLS) • FBI National Academy (FBINA) • Law Enforcement Command Officer Program (LECOP)
Tactical Training	<ul style="list-style-type: none"> • Hand to hand tactical training • Building search • Increase Firearms Training • Active Shooter Training
Empower Employees	<ul style="list-style-type: none"> • Celebrate the wins • Continue to promote Team Building • Encourage boots on the ground • Community Relations • Incorporate a mentoring program
Leadership Accountability	<ul style="list-style-type: none"> • Analyze Texas Commission on Law Enforcement "TCOLE" Certifications • Yearly Policy Reviews • Chain of Command Engagement
Improve Application Personal History Statement (PHS) Process	<ul style="list-style-type: none"> • Clear links to the Personal History Statement (PHS) on City Website for applicants
Succession Planning	<ul style="list-style-type: none"> • Future Departures • Future Leaders / Supervisors • Future Growth • Clearly identify leadership skills, training, and expectations necessary for career advancement • Send Sergeants and above to Leadership Command College
Departmental Meetings	<ul style="list-style-type: none"> • Continuous Communication of supervision in all divisions • Bi-Annual Department meetings • Addressing the needs of the department and all employees



Goal 5 - Maintain Updated Equipment & Technology

GOALS	STRATEGIES
See, Click, Fix for police	<ul style="list-style-type: none"> Add Police Department to City wide program
A.I. / Broaden Technology and Artificial Intelligence	<ul style="list-style-type: none"> Launch an aerial drone program to support public safety efforts License Plate Readers (FLOCK) Body worn cameras (AXON)
Fleet needs Analysis	<ul style="list-style-type: none"> Replace aging fleet vehicles to include administration units Look for ways to leverage technology to modernize fleet operations, fleet procurements , routine maintenance, and deal with mechanical issues
Cell Phone Extraction	<ul style="list-style-type: none"> Faraday shielding room Cellebrite and Gray Key Software Forensics access tool
Technology	<ul style="list-style-type: none"> Incorporate an Information Technology (IT) Crime analyst position Develop and implement a real time crime statistic and mapping program
Social media platform review and expansion	<ul style="list-style-type: none"> Leverage social media platforms & website to broaden community awareness and partnerships Develop master calendar for social media posts & be innovative in content creation
On Line Reporting	<ul style="list-style-type: none"> Educate the users in the process Present the program to the community Plan a go live date/execute

flock safety



CITIZEN ONLINE REPORTING TOOL

Save time ...
Save a trip.

**File a police
report online.**



Bay City
Police Department

City Population

17,519

Daytime Population

48,817

Bay City Snap Shot

Population Under 18

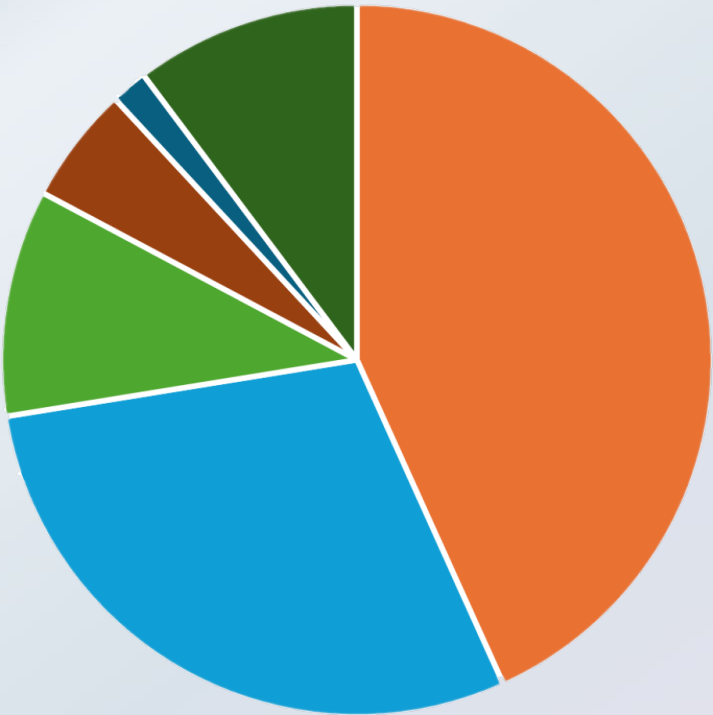
29.7

Population 65 & Over

13.3

Median Age

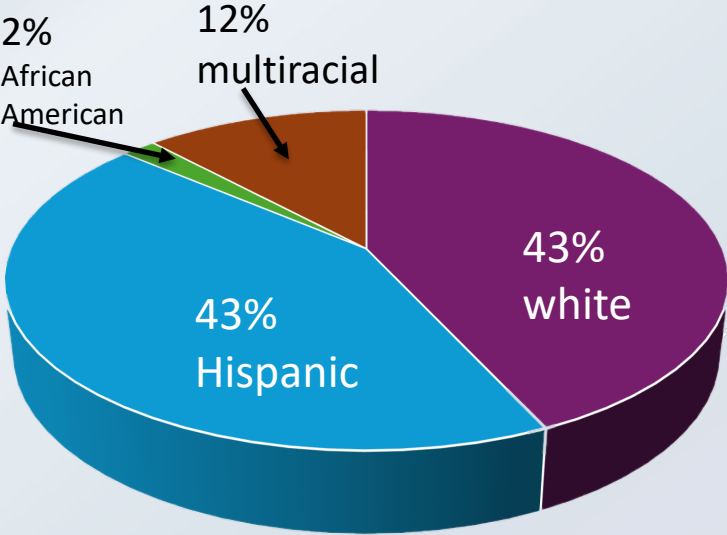
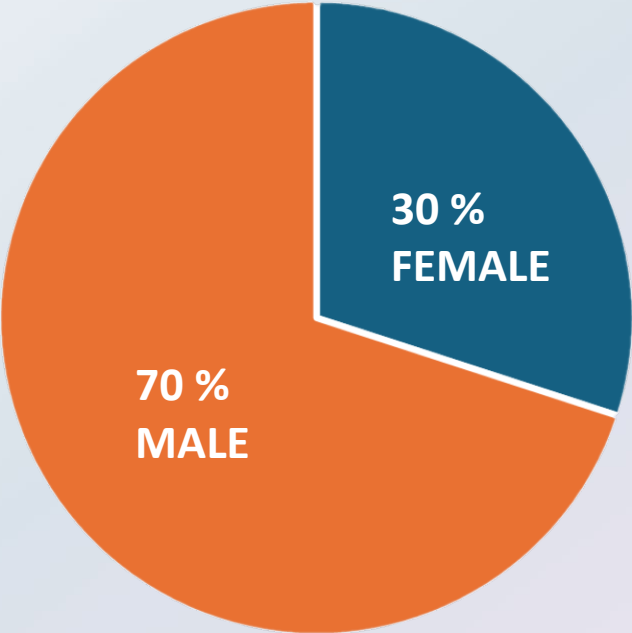
35.2



- White (non -hispanic)
- Hispanic
- African American (non -hispanic)
- Asian
- Multiracial
- Other



Department Demographics



Conclusion

The Strategic Plan outlines the Department's service efforts, accomplishments, and future challenges. The Strategic goals, associated objectives and action items are intended to serve as a guide as we focus on the long-term and short-term needs of both the Department and the community. The Strategic Plan is not only a plan, but a process that will evolve each year through an annual review, thus allowing us to modify the plan as future challenges arise.

As the Department begins to move forward the next several years, we will face several major challenges. Some of the future challenges we face as an agency are as follows:

- ◆ Gain a competitive edge regarding employee compensation
- ◆ Maintaining adequate staffing levels to meet increased demands for service
- ◆ Continued competition with surrounding larger agencies for qualified applicants
- ◆ Increase in business growth
- ◆ Rising rates of crime



Moving forward we are looking into updating our current staffing model, remaining on the cutting edge of emerging technologies, and building upon innovative strategies such as intelligence-led policing. Providing excellence in service remains a top priority as we move forward.



Bay City
Police Department

Integrity

Service



Community

Bay City

Ready To Protect, Proud To Serve



~ DISCUSS, CONSIDER, AND/OR APPROVE THE CITY'S QUARTERLY FINANCIAL AND INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2024



EXECUTIVE SUMMARY

QUARTERLY FINANCIAL & INVESTMENT REPORT

BACKGROUND: Quarterly financial reports provide the most accurate reflection of the quarter activity for each major fund. Reports are provided to City Council via email with a formal presentation at the next available Council meeting. In addition, the Finance Committee meets quarterly to review the Investment Report in detail. This time also serves as an opportunity to discuss the City's finances. In the event that financial decisions or budgetary amendments need attention prior to this date-the Finance Director shall request a Special Called Meeting. All reports are posted to the City's website along with other financial information.

FINANCIAL IMPLICATIONS: Timely financial data provides City Council time to make informed decisions to prevent any negative financial implications.

IMPACT ON COMMUNITY SUSTAINABILITY: The report provides financial information to the public. (i.e., costs of services, revenue sources)

RECOMMENDATION: Staff recommends City Council approve the Quarterly Financial & Investment Report.

ATTACHMENTS: Quarterly Financial Report for Quarter Ending June 30, 2024(Supporting documentation will be emailed out prior to meeting)