



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, September 27, 2022 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Jim Folse

Council Members: Floyce Brown, Bradley Westmoreland, Becca Sitz, 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 Bradley Westmoreland

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 Bradley Westmoreland

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.

PROCLAMATIONS

- 1. Proclamation ~ A proclamation declaring October as "Domestic Violence Awareness Month".** Brittany Matthews, Matagorda County Crisis Center

ACKNOWLEDGEMENT FROM CITY MANAGER

DEPARTMENT REPORTS

- 2. Municipal Court Award Presentation.** Katy Plunkett
- 3. Police Department Staffing.** Christella Rodriguez, Captain
- 4. Public Works Reports.** Barry Calhoun, Public Works Director

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 5. Budget ~ Discuss, consider, and/or approve Police Department staff compensation.**
- 6. Grant ~ Discuss, consider, and/or approve authorizing to issue a Request for Proposals (RFP) for application writing, plan writing, and administrative services for Hazard Mitigation Assistance through the Building Resilient Infrastructure and Communities (BRIC) Grant Program.** Barry Calhoun, Public Works Director
- 7. Grant ~ Discuss, consider, and/or approve authorizing to issue a Request for Proposals (RFP) for administrative services and Requests for Qualifications (RFQ) for engineering services for the 2023-2024 Texas Community Development Block Grant Program administered by the Texas Department of Agriculture.** Barry Calhoun, Public Works Director
- 8. Resolution ~ Discuss, consider, and/or approve selecting an Administration/Project Delivery Service Provider to complete application and project implementation for the Texas CDBG-MIT Regional Mitigation Program's method of distribution development (CDBG MIT-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).** Barry Calhoun, Public Works Director
- 9. Resolution ~ Discuss, consider, and/or approve selecting an Engineering/Architectural Service Provider to complete application and project related Engineering/Architectural Services for the Texas CDBG-MIT Regional Mitigation Program's method of distribution development (CDBG MIT-MOD)**

Program(s) funded and administered through the Texas General Land Office (GLO). Barry Calhoun, Public Works Director

- 10. Lease ~ Discuss, consider, and/or approve a Commercial Aviation Lease Agreement with Williams Field Services for premises at the Bay City Regional Airport.** James Mason, Airport Manager
- 11. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas approving a Park Master Plan.** Shawn Blackburn, Parks & Recreation Director
- 12. Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Matagorda County, Texas, authorizing professional service provider(s) selection for American Rescue Plan Act (ARP Act) program(s).** Scotty Jones, Finance Director
- 13. Grant ~ Discuss, consider, and/or approve various equipment to be funded by the American Rescue Plan Funds and authorize staff to proceed with procurement.** Scotty Jones, Finance Director
- 14. Ordinance ~ Discuss, consider and/or approve an Ordinance of the City of Bay City, Texas, adopting a Fee Schedule attached hereto as exhibit "A" and labeled "Appendix B" to be added to the Code of Ordinances of the City of Bay City, Texas; adopting fees and charges for various City services and consolidating those fees and charges for convenience; providing for repeal; providing for ratification; providing a penalty; providing for severability; and providing an effective date.** Scotty Jones, Finance Director
- 15. Policy ~ Discuss, consider, and/or approve the Budgetary and Financial Management Policy.** Scotty Jones, Finance Director
- 16. Policy ~ Discuss, consider, and/or approve a Resolution to adopt the City's Investment Policy.** Scotty Jones, Finance Director
- 17. Planning ~ Discuss, consider, and/or approve Financial Participation in the Public Improvement of TIRZ #4.** Shawna Burkhart, City Manager
- 18. Property ~ Discuss, consider, and/or approve declaring a building as surplus and authorize sale of building as personal property to Bay City Community Development Corporation and subject to their Agreement to do so.** Shawna Burkhart, City Manager
- 19. Utilities ~ Discuss, consider, and/or approve cleaning city water wells for arsenic removal.** Robert K. Nelson, Mayor
- 20. Agreement ~ Discuss, consider, and/or authorize the City Manager to enter into an agreement with Matagorda County or Patriot Strategies for grant writing purposes for the proposed natatorium/aqua center.** Shawna Burkhart, City Manager

CLOSED / EXECUTIVE SESSION

21. **Legal ~ Executive Session pursuant to Section 551.071 of the Texas Government code (Consultation with Counsel on legal matters).**
22. **Executive Session pursuant to Texas Government Code Section 551.087 (Deliberation regarding Economic Development).**

RECONVENE AND ACTION**ITEMS / COMMENTS FROM 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, September 23, 2022 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

PROCLAMATION

OFFICE OF THE MAYOR CITY OF BAY CITY, TEXAS

DOMESTIC VIOLENCE AWARENESS MONTH

In the **CITY OF BAY CITY** in recognition of the important work done by survivors, domestic violence programs and victim service providers, I urge all citizens to actively participate in the scheduled activities and programs sponsored by “The Crisis Center of Matagorda and Wharton County” and other community organizations to work toward the elimination of domestic violence.

WHEREAS, Domestic violence remains a pervasive issue across Bay City, Matagorda County, the United States and the world with implications for personal and community health.

WHEREAS, Domestic violence does not discriminate and touches all communities regardless of age, race, disability, gender identity, or socioeconomic status; and

WHEREAS, Domestic Violence Awareness Month is nationally recognized every October, and first began by the National Coalition Against Domestic Violence as a Day of Unity to connect women’s advocates across the country. This month is an opportunity to help our community promote and protect the safety and freedom of all who seek refuge from this terrible crime; and

WHEREAS, The Crisis Center of Matagorda and Wharton County is dedicated to helping victims of domestic violence by providing free and confidential services such as: advocacy, education, shelter and resources. Through their programs, individuals and families can feel a sense of hope, safety, and protection; and

WHEREAS, Research shows incidents of domestic violence are reduced by creating communities where people are connected, supportive and care for one another. The City of Bay City encourages members of the community to work together to increase domestic violence awareness; and

WHEREAS, In the past year, The Crisis Center of Matagorda and Wharton County provided services to 397 new clients and provided 9,432 nights of shelter to adults and children.

WHEREAS, During the month of October, The Crisis Center will be promoting public awareness of domestic violence. On October 12th the Center will host “Walk a Mile in their Shoes” in support of victims and survivors. On October 20th we ask the citizens of Bay City to participate in Purple Thursday or “Go Purple Day” as a National Day of Action during Domestic Violence Awareness Month. On this day, everyone is encouraged to wear all things purple as a symbol of peace, courage, survival, honor and personal dedication to domestic violence awareness.

NOW, THEREFORE, I, ROBERT NELSON, by the authority vested in me as Mayor of the Bay City, Texas, do hereby proclaim the

Month of October 2022 “Domestic Violence Awareness Month”

in Bay City, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Bay City, Texas to be affixed on this 27 day of September, 2022.

Robert K. Nelson, Mayor

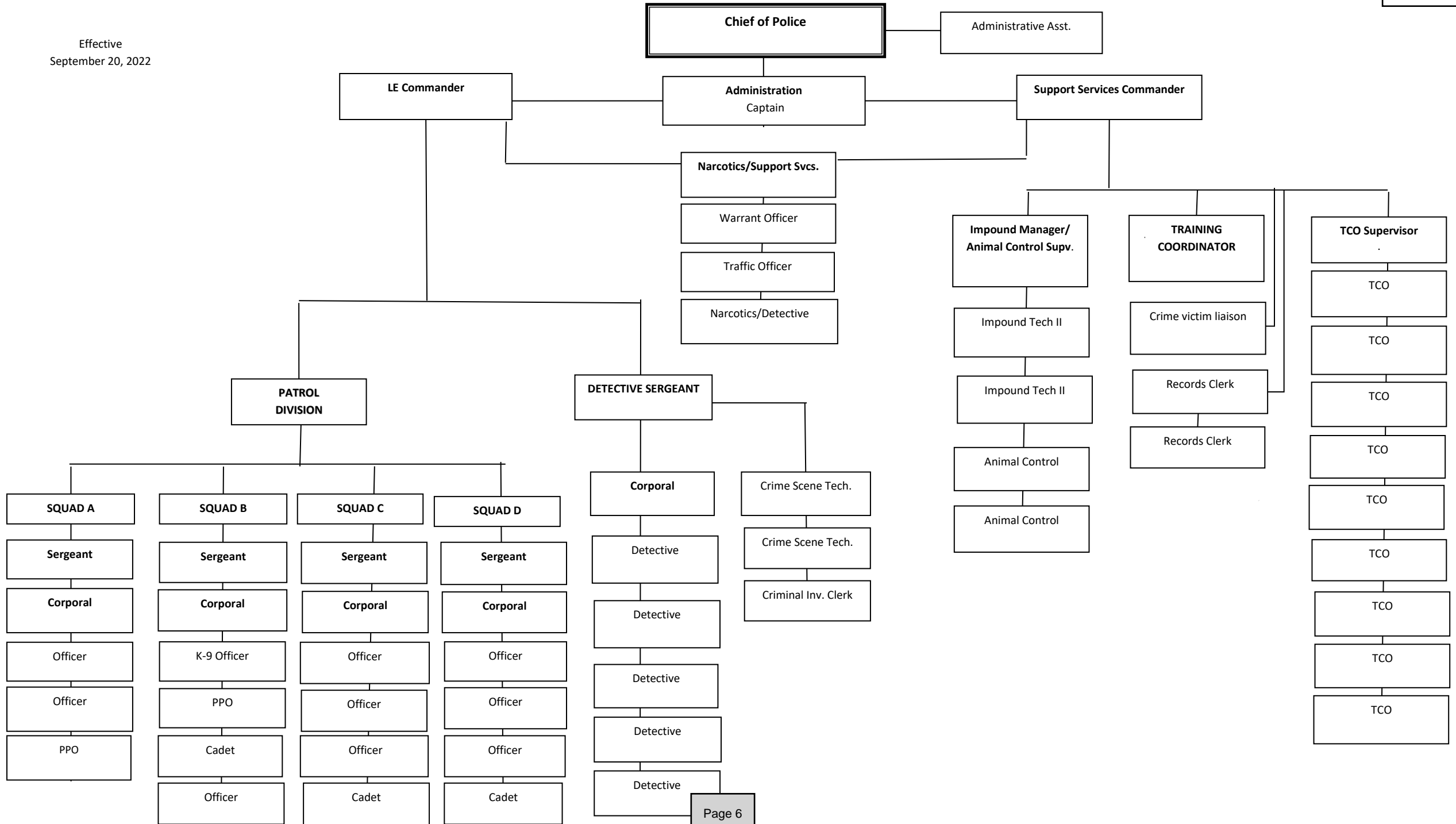
ATTEST:

Jeanna Thompson, City Secretary

BAY CITY POLICE DEPARTMENT

ITEM #3.

Effective
September 20, 2022



Position	Employee	Hourly Rate	Proposed Increase in		Annual Salary	PD Longevity	Cert Pay 4105	Other Comp 4110	Total Pay	Social Security	7.65% 9.80% 2.80% (on 1st 9K)			Workers Compensation	Total Compensation
			Hourly Rate	New Rate							TMRS	TEC			
11-150 Police															
Sergeant	Guzman,E	31.51	1.00	32.51	67,620.80		1,476.00		69,096.80	5,285.91	6,771.49	252.00	2,257.97	83,664.16	
Sergeant	Pena,M	30.14	1.00	31.14	64,771.20		1,836.00		66,607.20	5,095.45	6,527.51	252.00	2,176.62	80,658.77	
Sergeant	Cantu-Benitez	29.84	1.00	30.84	64,147.20		840.00		64,987.20	4,971.52	6,368.75	252.00	2,123.68	78,703.14	
Sergeant	Sullivan,S	32.48	1.00	33.48	69,638.40		3,828.00		73,466.40	5,620.18	7,199.71	252.00	2,400.76	88,939.05	
Sergeant	Philp, J	29.84	1.00	30.84	64,147.20		1,440.00		65,587.20	5,017.42	6,427.55	252.00	2,143.28	79,427.45	
Sergeant	Perez, R	29.84	1.00	30.84	64,147.20		1,836.00		65,983.20	5,047.71	6,466.35	252.00	2,156.23	79,905.49	
Corporal	Chavez, M	27.82	1.00	28.82	54,974.40		936.00		55,910.40	4,277.15	5,479.22	252.00	1,827.06	67,745.83	
Corporal	Siegel, J	27.15	1.00	28.15	58,552.00		288.00		58,840.00	4,501.26	5,766.32	252.00	1,922.80	71,282.38	
Corporal	Gutierrez, R	27.15	1.00	28.15	58,552.00		1,944.00		60,496.00	4,627.94	5,928.61	252.00	1,976.91	73,281.46	
Corporal	Soto, J	27.15	1.00	28.15	58,552.00		1,296.00		59,848.00	4,578.37	5,865.10	252.00	1,955.74	72,499.21	
Narcotics Investigator	Bruno,C	25.75	1.00	26.75	55,640.00		1,200.00		56,840.00	4,348.26	5,570.32	252.00	1,857.44	68,868.02	
Detective	Kunz, K	27.18	1.00	28.18	58,614.40		1,140.00	1,800.00	61,554.40	4,708.91	6,032.33	252.00	2,011.50	74,559.14	
Detective (GRANT)	Cunningham, C	27.07	1.00	28.07	58,385.60		48.00	1,800.00	60,233.60	4,607.87	5,902.89	252.00	1,968.34	72,964.70	
Detective	Navarro, A	27.07	1.00	28.07	58,385.60		840.00	1,800.00	61,025.60	4,668.46	5,980.51	252.00	1,994.22	73,920.79	
Detective	Lunsford,S	27.51	1.00	28.51	59,300.80		2,856.00	1,800.00	63,956.80	4,892.70	6,267.77	252.00	2,090.01	77,459.27	
Detective	Morales, Richard	32.00	1.00	33.00	68,640.00		2,076.00	1,800.00	72,516.00	5,547.47	7,106.57	252.00	2,369.71	87,791.75	
Detective Corporal	Pierce, R	28.30	1.00	29.30	60,944.00		1,884.00	1,800.00	64,628.00	4,944.04	6,333.54	252.00	2,111.94	78,269.53	
Detective Sergeant	Hadash, C	30.14	1.00	31.14	64,771.20		1,788.00	1,800.00	68,359.20	5,229.48	6,699.20	252.00	2,233.87	82,773.75	
Police Cadet	Garay, A.	19.24	1.00	20.24	42,099.20		-		42,099.20	3,220.59	4,125.72	252.00	1,375.73	51,073.24	
Police Officer	OPEN POSITION	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	253.00	1,708.11	63,352.70	
Police Officer	OPEN POSITION	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	254.00	1,708.11	63,353.70	
Police Officer	OPEN POSITION	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	254.00	1,708.11	63,353.70	
Police Officer	Alvarez, S	23.54	1.75	25.29	52,603.20		396.00		52,999.20	4,054.44	5,193.92	252.00	1,731.93	64,231.49	
Police Officer	Hallman, T	23.54	1.75	25.29	52,603.20		96.00		52,699.20	4,031.49	5,164.52	252.00	1,722.13	63,869.34	
Police Officer	Coombs, C	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	252.00	1,708.11	63,351.70	
Police Officer	OPEN POSITION	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	252.00	1,708.11	63,351.70	
Police Officer	Lawson-Ramirez, T	23.54	1.75	25.29	52,603.20		96.00		52,699.20	4,031.49	5,164.52	252.00	1,722.13	63,869.34	
Police Officer	Estrada, J	26.92	1.75	28.67	59,633.60		-		59,633.60	4,561.97	5,844.09	252.00	1,948.73	72,240.39	
Police Officer	Moreno, L	26.92	1.75	28.67	59,633.60		600.00		60,233.60	4,607.87	5,902.89	252.00	1,968.34	72,964.70	
Police Officer	Trevino, T	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	252.00	1,708.11	63,351.70	
Patrol Officer/ID	Pursley, V	28.34	1.75	30.09	62,587.20		2,760.00		65,347.20	4,999.06	6,404.03	252.00	2,135.44	79,137.73	
Police Officer	Viveros, B	23.38	1.75	25.13	52,270.40		1,248.00		53,518.40	4,094.16	5,244.80	252.00	1,748.90	64,858.26	
Police Officer	OPEN POSITION	23.38	1.75	25.13	52,270.40		-		52,270.40	3,998.69	5,122.50	252.00	1,708.11	63,351.70	
Police Officer	Washington, J	23.38	1.75	25.13	52,270.40		348.00		52,618.40	4,025.31	5,156.60	252.00	1,719.49	63,771.80	
Warrant Officer	Tabares, T	25.71	1.75	27.46	57,116.80		2,688.00		59,804.80	4,575.07	5,860.87	252.00	1,954.33	72,447.06	
Traffic Officer	Hatton, K	27.51	1.75	29.26	60,860.80		3,072.00		63,932.80	4,890.86	6,265.41	252.00	2,089.22	77,430.30	
									2,131,414.40	163,053.20	208,878.61	9,077.00	69,651.21	2,582,074.43	

2,465,667.66 Current Budget
2,582,074.43 Proposed Salary
(116,406.76) Budget Diff
101,200.00 \$1,200 One-time and Insurance Sav.
(15,206.76) Budget Diff w/ 1200 and Ins. Offset

All \$1.00 \$16,807.61
 All \$1.25 -\$5,163.04
 All \$1.50 -\$27,133.69
 All \$2.00 -\$71,074.98
 Other \$1.25 Officer \$2.00 -\$37,177.41
 Other \$1.00 Officer \$2.00 -\$25,878.22
 Other \$1.00 Officer \$1.75 -\$15,206.76



Cost Savings Analysis Health Insurance

General Fund						
Tier	No or EE's	ER Cost PPO Rate	ER Cost HMO	Difference	Total	Annual Total
EE	12	\$734.18	\$674.12	\$60.06	\$720.72	\$8,648.64
ES	3	\$1,336.14	\$938.52	\$397.62	\$1,192.86	\$14,314.32
EC	2	\$1,145.25	\$804.65	\$340.60	\$681.20	\$8,174.40
EF	4	\$1,907.81	\$1,340.76	\$567.05	\$2,268.20	\$27,218.40
						\$58,355.76

Utility						
Tier	No of EE's	ER Cost PPO Rate	ER Cost HMO	Difference	Total	Annual Total
EE	0	-	-	-	-	-
ES	0	-	-	-	-	-
EC	1	\$1,145.25	\$804.65	\$340.60	\$340.60	\$4,087.20
EF	0	-	-	-	-	-
						\$4,087.20



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: Calhoun, Barry **Date Submitted:** 09/22/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 09/27/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title 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 AUTHORIZING TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR APPLICATION WRITING, PLAN WRITING, AND ADMINISTRATIVE SERVICES FOR HAZARD MITIGATION ASSISTANCE THROUGH THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) GRANT PROGRAM.

Executive Summary of Item:

FEMA provides federal funds for the Building Resilient Infrastructure and Communities (BRIC) grant program to state, local, tribal and territorial governments for hazard mitigation activities, including capacity and capability activity types and hazard mitigation projects. For Fiscal Year (FY) 2022, FEMA will distribute up to \$2.295 billion for the BRIC program.

Eligible activities the City intends to seek funding includes flood risk reduction projects and soil & slope stabilization projects.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

SUMMARY

Governor Abbott and the Texas Division of Emergency Management (TDEM) announce the open application period for the FEMA Building Resilient Infrastructure and Communities (BRIC) FY2022 grant. The application period will open on September 30, 2022 close on **December 2, 2022**.

FEMA's BRIC program helps communities implement hazard mitigation measures before disasters strike.

All entities seeking funding under this opportunity must have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with Title 44 of the Code of Federal Regulations (C.F.R.) Part 201 by the application deadline and at the time of obligation of the award. (Hazard mitigation planning sub-applications are exempt from this mitigation plan requirement).

All applications must be received by TDEM through FEMA GO no later than **December 2, 2022 at 5:00 PM** to be considered for funding.

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Building Resilient Infrastructure and Communities (BRIC) 2022 Grant Program

APPLICANT ELIGIBILITY AND STATE PRIORITIES

Eligibility

Communities, including local governments, cities, townships, counties, special district governments, and Tribal governments (including federally recognized Tribal governments who choose to apply as sub-applicants) are eligible sub-applicants. Private nonprofits are not eligible sub-applicants for BRIC and must partner with an eligible sub-applicant to apply.

Priorities and Considerations

FEMA establishes scoring criteria for National Competition projects in the [BRIC 2022 Notice of Funding Opportunity \(NOFO\)](#). TDEM will prioritize applications for the State Allocation based on population impacted and community benefit (as measured by the benefit cost analysis).

Available Funding

FEMA has made \$2,133,000,000 available for the National Competition. FEMA has made \$2,000,000 available for the Texas State Allocation with a planning-project cap of \$1,000,000.

TIPS FOR APPLICATION DEVELOPMENT

- Attend TDEM BRIC Application Training (see next page)
- Attend routine FEMA offered BRIC application preparation webinars. National scoring criteria are reviewed and are key in being considered beyond the Texas State Allocation.
- Demonstrate experience in managing grants as part of submission including understanding federal procurement processes and experience with FEMA's Hazard Mitigation Assistance.
- Contact your TDEM regional hazard mitigation grant coordinator/ specialist early to assist with preparing a quality application. <https://tdem.texas.gov/regions>
- Eligible applicants must apply for funding using the FEMA Grants Outcome (FEMA GO). FEMA GO will be used to apply for, track, and manage a variety of FEMA grants including BRIC. To register, please visit <https://go.fema.gov/>.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Building Resilient Infrastructure and Communities (BRIC) 2022 Grant Program

All applications must be received by TDEM through the FEMA GO no later than December 2, 2022 at 5:00 PM to be considered for funding.

EXAMPLE ELIGIBLE ACTIVITIES*

Acquisition and Demolition

- Purchase of flood-prone structure and land
- Conversion of the land to open space through the demolition of the structure

Wildfire Mitigation

- Defensible space
- Reducing hazardous fuels/standing burned trees
- Ignition-resistant construction

Non-localized Flood Risk Reduction Projects

- Projects that lessen the frequency or severity of flooding in an area that is regional in scales.

Infrastructure Retrofit

- Strengthen or harden water systems that were burned and caused contamination

Soil and Slope Stabilization

- Reseeding ground cover
- Planting grass to prevent the spread of noxious weeds
- Placing logs/other erosion barriers to catch sediment on slopes
- Installing debris traps to modify road and trail drainage mechanisms

*Other eligible activities described in the [2015 HMA Guidance](#)

TRAINING AND FEMA PROGRAM INFORMATION

Click on the links below to be redirected for information.

Hazard Mitigation Grant Program Information (FEMA) (Reference)
<https://www.fema.gov/grants/mitigation/hazard-mitigation>

TDEM BRIC Application Training (Highly Recommended)
<https://tdem.texas.gov/bric>

Federal Procurement Training (Highly Recommended)
<https://bit.ly/TDEMProcurement>

Required Grant Terms and Conditions (Review Only)
<https://bit.ly/3dFpMG6>

CONTACT INFORMATION

Contact Information – Regional Section Chiefs
<https://tdem.texas.gov/regions>



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

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Requestor Name: Calhoun, Barry **Date Submitted:** 09/22/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 09/27/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title 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 AUTHORIZING TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR ADMINISTRATIVE SERVICES AND REQUESTS FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES FOR THE 2023-2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF AGRICULTURE.

Executive Summary of Item:

The City of Bay City plans to apply the 2023-2024 Texas Capital Fund Infrastructure Program grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund improvements to the City's infrastructure that is currently identified in the City's Capital Improvements Plan. The plan is to use these funds to improve the water distribution system in the northwest quadrant of the City. This area includes Grace St to 8th St and Ave F to Ave A. The maximum grant award amount is \$500,000.

Provide infrastructure improvements to address the conditions that contribute to the deterioration in an area having no or inadequate services to meet current standards.

Maximum Award: \$500,000
Applications Due: Estimated Spring '23

Eligible Applicants:

- Incorporated municipality (cities of less than 50,000 population, counties of less than 200,000 population)
- Non-profit utility service providers sponsored by either a County or City (scoring is based on the city or county)
- Municipality must collect either a Sales Tax or Property Tax

Requirements:

- Audit for Fiscal Year 2021 (ARPA funds can be used for this.)
- Current SAM Registration
- Project must Benefit 51% Low to Moderate Income area (by census LMISD or Household surveys)

Eligible Activities IF they benefit a 51% Low to Moderate income (LMI) area:

- Water System Improvements
- Wastewater System Improvements
- Road/Street Improvements
 - The 3 above categories are typically highest scoring. Refer to each COG scoring criteria.
- Drainage Improvements
- Gas System Improvements

Local Match percentage for maximum points:

- 2% - Population less than 1,500
- 5% - Population less than 5,000
- 10% - Population less than 10,000
- 15% - Population over 10,000
 - Please refer to 23-24 scoring sheet for population. TDA requires specific ACS data to be used.

Ineligible activities:

- Construction of buildings and facilities used for the general conduct of government (e.g., city halls and courthouses).
- Financing of political activities;
- Purchase of construction equipment;
- Income payments, such as housing allowances;
- Activities in a floodway;
- New housing construction;
- Operation and maintenance expenses of public facilities, improvements, and services

Selection Criteria:

- Council of Governments (COG) regional priorities will determine project. Community will need to pick 1st priority.

Fees:

- General Administration – up to 16% of funds requested for construction and acquisition activities or \$45,000, whichever is less.
- Engineering Services - up to 25% of funds requested for construction and acquisition activities or \$65,000, whichever is less.

2023-2024 Community Development Fund Regional Project Priority Scoring


State Planning Region	Houston-Galveston Area Council
Date of Public Meeting	N/A
List Names of Persons Responsible for Establishing Priorities (if a standing committee, identify name of committee or group rather than list individuals)	Survey conducted of non-entitlement entities

For each category of Project Priority, list the activities that qualify for the category, and the number of points assigned.

- Up to three categories may be identified, which may include “all other eligible activities”.
- All activities within a category will receive the same number of points.
- First Priority Activities will receive the full 50 points available for this scoring element.
- Second and/or Third Priority should receive less than 50 points.

Category	Activities	Number of Points (maximum 50 points)
First Priority	03I Flood Drainage Improvements	50 Points
Second Priority	03J Water/Sewer Improvements	49 Points
Third Priority	03K Street Improvements	48 Points

As Presiding Officer of the Houston-Galveston Area Council, I certify that the above Regional Project Priorities were established in accordance with 4 TAC §30.50(e)(1) for the 2021-2022 TxCDBG Community Development Fund.


Charles Wemple (Jun 22, 2022 08:10 CDT)

06/22/2022

Name, Title

Date



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: Calhoun, Barry **Date Submitted:** 09/22/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 09/27/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title 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 SELECTING AN ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT IMPLEMENTATION FOR THE CDBG MIT-MOD FUNDING PROGRAM ADMINISTERED BY THE TEXAS GENERAL LAND OFFICE.

Executive Summary of Item:

The H-GAC has been allocated funds to distribute to counties and cities in the H-GAC region based on objective factors: disaster damage, household impacted, low-to-moderate income population, population in the floodplain. Bay City is directly receiving a portion of these funds. The GLO requires that at least half of the funds in H-GAC's Method of Distribution must be for projects that benefit at least 51% Low-to-Moderate Income population. Focus is to be on developing projects that address flood mitigation needs at the regional or watershed level.

Grant Budget: \$3,189,453 allocation

It is staff's recommendation to select GrantWorks as the administration service provider to assist the City in managing this grant project.

RESOLUTION R-2022-_____

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER FOR THE TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM’S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the GLO requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

Section 1. That **GrantWorks** is selected to provide application and project-related **administration services** for CDBG MIT-MOD program(s).

PASSED AND APPROVED on first and final reading this _____day of September 2022.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney



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

AGENDA ITEM SUBMISSION FORM

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Requestor Name: Calhoun, Barry **Date Submitted:** 09/22/2022
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 09/27/2022
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title 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 SELECTING AN ENGINEERING/ARCHITECTURAL SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT RELATED ENGINEERING/ARCHITECTURAL SERVICES FOR THE CDBG MIT-MOD FUNDING PROGRAM ADMINISTERED BY THE TEXAS GENERAL LAND OFFICE.

Executive Summary of Item:

The H-GAC has been allocated funds to distribute to counties and cities in the H-GAC region based on objective factors: disaster damage, household impacted, low-to-moderate income population, population in the floodplain. Bay City is directly receiving a portion of these funds. The GLO requires that at least half of the funds in H-GAC's Method of Distribution must be for projects that benefit at least 51% Low-to-Moderate Income population. Focus is to be on developing projects that address flood mitigation needs at the regional or watershed level.

Grant Budget: \$3,189,453 allocation

It is staff's recommendation to select Lynn Engineering as the engineering service provider to assist the City in managing this grant project.

RESOLUTION R-2022-_____

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER FOR THE TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM’S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the engineering of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering/architectural services has been completed in accordance with the GLO requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

Section 1. That **Lynn Engineering** be selected to provide application and project-related **professional engineering/architectural services** for CDBG MIT-MOD program(s).

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of CDBG MIT-MOD funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED on first and final reading this _____day of September 2022.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

COMMERCIAL AVIATION LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

This Airport Lease Agreement (“Lease”) is hereby made and entered into effective as of _____, 2022 (the “Effective Date”), by and between the City of Bay City (“Lessor”), a Texas home-rule municipality, and Williams Field Services - Gulf Coast Company LLC, a Delaware limited liability company (successor to Williams Field Services – Gulf Coast Company, L.P.) (“Lessee”). For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a “party” and collectively as “parties.”

W I T N E S S E T H

WHEREAS, Lessor owns the Bay City Regional Airport located in the Bay City, Matagorda County, Texas with a street address of 3598 FM 2540 N, Bay City, TX 77414 (the “Airport”);

WHEREAS, Lessor desires to lease the Premises (as defined in Section 1.1) located at the Airport to Lessee for aviation and business purposes, as further described on Exhibit A attached hereto and incorporated herein (the "Premises");

WHEREAS, Lessee desires to lease the Premises from Lessor in accordance with the terms and conditions expressed in this Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties as expressed in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1. LEASED AREA.

1.1 Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, and subject to the terms, conditions and considerations stated herein, does hereby lease to Lessee and Lessee does hereby accept from Lessor the following premises (“the Premises”), located at the Airport:

- a) Airport grounds located North of the Terminal building, South of T. Stanley Drive and West of Airport Road. The area of the Airport grounds to be leased is 5,670 square feet and is depicted in Exhibit A.

SECTION 2. TERM.

2.1 The primary term of this Lease shall be for a period of two (2) years (the "Primary Term") commencing on the Effective Date, unless sooner terminated in accordance with the provisions of this Lease. At the end of the Primary Term, and if Lessee is not in default, as set forth in Section 11 of this Lease, Lessee will have an option to extend the term of this Lease for one (1) additional four (4) year term, (the "Extended Term"). The Primary Term together with the Extended Term, if any, is hereinafter referred to as the "Term".

2.2 Lessee will have the option to terminate this Lease at any time after eighteen (18) months into the Primary Term without incurring a penalty or fee and without being responsible for Rent after the effective date of such termination. Lessee may exercise this option by providing Lessor with thirty (30) days' prior written notice.

2.3 Lessee agrees that upon the expiration or termination of this Lease, any fixtures or permanent improvements attached to and located on the Premises shall become the property of Lessor.

2.4 Any holding over by Lessee after the expiration or termination of this Lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a tenant at will of Lessor and shall pay to Lessor a sum equal to one hundred fifty percent (150%) of the calculated yearly Rent in effect on the last day prior to termination of the Lease for each day Lessee occupies the premises after such termination. In addition, Lessor retains all rights allowable by law and equity to remove Lessee from the premises and recover damages therefrom.

2.5 In the event that the Premises are abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to re-let the premises for the remainder of the Term. If the payments received through such re-letting are less than the Rent provided for herein for such periods, Lessee shall pay the deficiency between the Rent for such periods and the payments received through re-letting.

SECTION 3. CONSIDERATION.

3.1 As consideration for the lease of the Premises, Lessee agrees to pay the following in monthly installments (collectively, the "Base Rent") for the Primary Term:

- a) 2,990 square feet of Airport grounds located North of the Terminal building, South of T. Stanley Drive and West of Airport Road - \$39.86 dollars per month which is equivalent to \$478.40 per year.
- b) Utility Fee - \$400.00 dollars per month, which is equivalent to \$4,800.00 per year ("Utility Fee"). The Utility Fee payment includes all utility fees (power, water, sewer, and garbage collection.)
- c) Parking Lot / Sidewalk - \$1,666.60 dollars per month, which is equivalent to \$20,000.00 for the first year of the Primary Term of the Lease. \$1,000.00

dollars per month, which is equivalent to \$12,000.00 dollars per year for the second year of the Primary Term.

3.1a As consideration for the lease of the Premises, Lessee agrees to pay the following in monthly installments (collectively, the "Base Rent") for the Extended Term:

- a) 5,670 square feet of Airport grounds located North of the Terminal building, South of T. Stanley Drive and West of Airport Road - \$75.60 dollars per month which is equivalent to \$907.20 per year.
- b) Utility Fee - \$400.00 dollars per month, which is equivalent to \$4,800.00 per year ("Utility Fee"). The Utility Fee payment includes all utility fees (power, water, sewer, and garbage collection.)

3.2 Base Rent shall be payable in monthly installments on or before each month of the Term with the first such installment being due on or before the Effective Date. Additional Rent, if any shall be due and payable at the same time as the next scheduled payment of Base Rent. All Base Rent and Additional Rent (collectively, the "Rent") shall be paid as the same become due, by mail or delivery to the Airport Office, Attn: Airport Manager, 3598 FM 2540 North, Bay City, Texas 77414. Rent includes all related utility fees.

3.3 In the event Lessee fails to remit Rent when the same is due, and such payments remain unpaid for ten (10) days after the date due, a late payment fee of \$50.00 shall be charged to Lessee. Failure to pay Rent or any late payments as provided for in this Lease for a period of thirty (30) days after the date said payment is due will be considered a condition of default.

3.4 The Base Rent and other fees may be adjusted upwards to reflect changes in the cost of living and operation, as reflected by fluctuations in the Consumer Price Index (CPI) for all Urban Customers, on October 1st of any year during the Term by the City, which date is the beginning of the City's fiscal year. Said change shall not be arbitrary and is intended to be the "market rate" The CPI April report is used to determine the "market rate" for the fiscal year. In no event, however, will the Base Rent and other fees be adjusted upwards in excess of five percent (5%) in a given fiscal year. Notice of any change shall be given to Lessee in writing of any change on or before October 1st of each year. If no notice is given, the Base Rent and other fees have not changed. If notice is given, Lessee may object to said change and terminate the lease with 90 days' notice to City. Base rent and fees for Lessee during the 90-day period shall be at rates previously agreed upon and paid by Lessee.

SECTION 4. COVENANTS AND CONDITIONS

4.1 Lessee covenants and agrees that it will use the Premises solely for its business use, office use, aviation business related purposes as required by Chapter 18 Aviation, of Lessor's Code of Ordinances which can be found at the following link: https://www.municode.com/library/tx/bay_city/codes/code_of_ordinances?nodeId=PTIIC00R

CH18AV, unless Lessee obtains a written permit from City Council and the State of Texas approving a commercial use that is different from the permitted uses and purposes described in this paragraph. Lessee shall have exclusive right to occupy the Premises and to use the Premises for the uses and purposes described in this paragraph as long as Lessee is not in default of this Lease.

4.2 Lessee shall maintain the Premises and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and in a safe, neat, sightly, and good physical condition. Lessee shall receive approval from the Lessor on the paint scheme of improvements when required to be addressed for presentable conditions. Such approval shall not be unreasonably delayed or withheld. Lessee shall enclose any building, and/or temporary structure on all sides, in such a way to conceal all plumbing, foundations and/or supports and to prevent unauthorized entry. Lessee shall repair all damages to the Premises and equipment located thereon caused by its employees, patrons, its operation thereon, vandalism, malicious mischief, as well as damages caused from weather conditions, acts of God, etc.

4.3 Lessee agrees that all construction and/or installation on the Premises shall be in accordance with ADA Accessibility Guidelines for Buildings and Facilities, as amended. Lessee further agrees that all buildings, and/or temporary structures with anchoring against overturning, uplift, and sliding in a wind event.

4.4 If Lessee fails to undertake its maintenance obligations hereunder within thirty (30) days after receipt of the Lessor’s notice, then Lessor shall have the right to perform such maintenance for the Lessee at Lessee’s expense.

4.5 Lessee shall use the provided garbage dumpster and/or the provided recycling trailer for the handling and disposal of all trash, garbage and other refuse caused or created as a result of the operation of its business. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Premises shall not be permitted.

4.6 Lessee shall also purchase, store, and maintain in proper condition readily accessible fire extinguishers in a number and of a type approved by fire underwriters for the particular hazard involved.

4.7 Lessee will be allowed to place signage on the Premises as specified in Lessor’s Zoning Ordinances, as amended. Detached signs and flashing lighted signs are strictly prohibited.

4.8 Lessee covenants and agrees to comply with all Applicable Laws, all rules and regulations of the Police, Fire and Health Departments, all rules and regulations established by Lessor for the operation of the Airport as such laws, rules and regulations currently exist or may hereafter be amended or adopted. It is understood and agreed that if Lessor gives notice to Lessee of any such violation on the part of Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately cease and desist from such violations, and take all necessary steps to ensure that such violation is corrected and that such violation does not reoccur.

4.9 Lessee shall, at its own risk, cost, and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the Premises.

4.10 Lessor reserves the right to contract with any other person or business which might be in direct or indirect competition with Lessee. It is understood that this Lease does not in any way grant exclusive right to Lessee to perform any aeronautical function at the Airport, including, but not limited to, aircraft maintenance or repair.

4.11 Lessee shall comply with all applicable Federal Aviation Administration and Texas Department of Transportation rules and regulations. All activities of Lessee shall be conducted so as not to interfere with other Airport traffic, including, but not limited to, runway(s), taxiways, ramps, aprons and fueling points.

SECTION 5. INDEPENDENT CONTRACTOR.

5.1 It is expressly understood and agreed: (a) that Lessee shall operate hereunder as an independent contractor as to all rights and privileges granted herein and not as an agent, representative or employee of Lessor; (b) that Lessee shall have exclusive control of and the exclusive right to control the details of its operations on the Premises and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, or subcontractors; (c) that the doctrine of respondent superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and (d) that nothing herein shall be construed as creating a relationship of employer-employee, principal-agent, partner or joint venture or enterprise or any such similar relationship between Lessor and Lessee

SECTION 6. INDEMNIFICATION.

6.1 Lessee agrees to indemnify and hold harmless the Lessor and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon negligent acts or omissions arising out of Lessee's occupancy of the Premises or use of the Airport and/or activities conducted in connection with this Lease except to the extent caused by the negligent acts or omissions of Lessor and its agents, employees and representatives. Such indemnification shall include, but is not limited to, acts or omissions on the part of Lessee's contractors, subcontractors, and sub-lessee. Lessee shall also indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Premises demised hereunder arising as a result of Lessee's conduct or activity.

Lessee's indemnity obligations extend to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity Provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitutional claims, or otherwise.

Lessor assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to defects or conditions which may now exist, or which may hereafter arise upon the Premises except to the extent that such defects or conditions are due to the negligence of Lessor, its employees or agents or the failure of Lessor to comply with the provisions of this Lease.

It is expressly understood and agreed that Lessor shall not be liable or responsible for the negligence of Lessee, its agents, servants, employees, and customers. Lessee further agrees that Lessee shall at all times exercise reasonable precautions for the safety of and shall be solely responsible for the safety of Lessee's agents, representatives, employees, members, patrons, visitors, contractors and subcontractors (if any), and/or sub-lessee, and other persons, as well as for the protection of supplies and equipment and the property of Lessee or other persons. Lessee further agrees to comply with all applicable provisions of Federal, State, and municipal safety laws, regulations, and ordinances.

6.2 Lessor shall in no way be responsible for any property belonging to Lessee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees which may be stolen, destroyed or in any way damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims.

SECTION 7. INSURANCE.

7.1 As a condition precedent to Lessee's right to operate at the Airport, Lessee shall continuously maintain in effect during the term of this Lease and any extension thereof, at Lessee's expense, the following insurance coverage:

- a) Comprehensive General (Public) Liability Insurance covering the Leased Premises, the Lessee, and Lessee's activities at the Airport. Liability insurance limits shall be in the following minimum amounts: Bodily Injury, including Death and Property Damage: \$1,000,000 combined single limit coverage, on a per occurrence or claims made basis/\$1,000,000 aggregate limit. The required insurance coverage can be satisfied by Lessee in-whole or in-part with insurance, self-insurance, or any combination thereof.
- b) Aircraft Liability to cover all flight operations of Lessee.
- c) Fire and extended coverage to cover 80% of the full replacement value for all facilities erected by Lessee during this Lease. This coverage shall include for theft, vandalism, malicious mischief, as well as damages caused from weather conditions, acts of God, etc.

7.2 All policies shall name the Lessor as an additional named insured and provide for a minimum of thirty (30) days written notice to the Lessor prior to the effective date of any cancellation, material change, or lapse of such policies. Notwithstanding other provisions herein contained, Lessor may cancel this Lease with notice to Lessee should Lessee's insurance lapse for a period of thirty (30) days or more. Lessor may elect to reinstate and revive such Lease after such

insurance obligation is cured by Lessee. Lessor shall be listed as a Certificate Holder on Lessee's insurance and shall receive notification of any lapse

7.3 Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the Lessor.

SECTION 8. ENVIRONMENTAL PROVISIONS.

8.1 Lessee agrees to properly store, collect, and dispose of all chemicals and chemical residues, and petroleum products and residues, including oil and gas samples; to properly store, confine, collect and dispose of all paint, including paint spray in the atmosphere, and paint products; and to comply with all local, state and federal regulations governing the storage, handling or disposal of such chemicals, petroleum products and paints. In the event of any accident or spillage by Lessee of any petroleum product, chemical, toxic compound, Hazardous Materials (as defined below) on or at the Premises, Lessee shall comply with all federal, state and local laws, rules, and regulations pertaining thereto, including notification of proper authorities, safety of all persons potentially affected, evacuation of the Premises, if necessary, clean-up and disposal. Additionally, Lessee shall be solely responsible for all costs associated with any spillage of any such compounds or wastes on or at the Premises, and for the clean-up and disposal of any such compounds, including Hazardous Materials, on the Premises, in accordance with applicable laws, rules and regulations.

8.2 Lessee agrees to comply with all Environmental Requirements (as defined below) regarding the conduct of Lessee's business on the Premises.

8.3 As used in Section 8, the following terms have the meanings set forth below:

"Hazardous Materials" shall mean any substance which is or contains (a) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to CERCLA; (c) any substance regulated by the Toxic Substance Control Act (15 U.S.C. §525 et seq.); (d) asbestos and asbestos containing material, in any form, whether friable or non-friable; (e) polychlorinated biphenyls; (f) radon gas; and (g) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall also include, without limitation, any substance, the presence of which on the Premises: (i) requires reporting, investigation or remediation under Environmental Requirements; (ii) causes or threatens to cause a nuisance on the Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Premises or adjacent property; or (iii) which, if emanated or migrated from the Premises, could constitute trespass.

“Environmental Requirements” shall mean all laws ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivision in which the Premises is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water ground water or land or soil).

8.4 Lessee agrees to provide company protocol regarding the safe handling, storing and transporting of oil and gas samples collected and transported by Lessee.

8.5 Lessee acknowledges and agrees that the sale of oil, aviation fuels or any other type of fuel by Lessee is prohibited on the Premises.

SECTION 9. NO ASSIGNMENT.

9.1 Lessee shall not have the right to sublet or assign all or any part of its rights, privileges, or duties under this Lease. Notwithstanding the foregoing, Lessee shall not require Lessor’s consent to any sublease or assignment of this Lease to one of its affiliates, so long as affiliate is engaged in aviation services. Lessor expressly consents to the use of the Premises by any entity providing aviation services to Lessee.

SECTION 10. INSPECTION.

10.1 Upon a minimum of twenty-four (24) hours’ notice, Lessor shall have the right to enter the Premises for inspection at reasonable times during normal business hours.

SECTION 11. DEFAULT.

11.1 Each of the following shall constitute an event of default by Lessee:

- A. Lessee shall fail to pay any Rent as provided for in this Lease and such failure shall continue for a period of thirty (30) days after the date said payment is due.
- B. Lessee neglects or fails to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed or any way observed, other than non-payment of Rent, and if such neglect or failure should continue for a period of thirty (30) days after delivery to Lessee of written notice of such neglect or failure.

11.2 In the event of failure to pay Rent after receiving notice of Default by Lessor, as well as any curative period, Lessor will have the option to:

- A. Terminate this Lease, resume possession of the Premises and recover immediately from Lessee the amount, if any, that the Rent exceeds the fair rental value of the Premises for the remainder of the Term, reduced to present worth; or
- B. Resume possession and re-let the property for the remainder of the Term for the account of Lessee and recover any outstanding amounts at the end of the Term or at the time each payment of Rent comes due under this Lease, whichever Lessor may choose.

11.3 If either party fails to perform or breaches any provision of this Lease, and after giving 30 days' written notice the failure or breach continues for ten (10) days after said written notice specifying the required performance has been given to the party failing to perform, either:

- A. The party giving notice may institute action in court to terminate this Lease or to require the other party to complete performance of the Lease; or
- B. The party may, after thirty (30) days written notice to the other, comply with the Lease and correct any failure or breach, with the costs of the compliance payable on demand to the other party.

SECTION 12. TERMINATION.

12.1 Lessee agrees and covenants that it will, at the end of the Term or upon the earlier termination of this Lease pursuant to the provisions hereof, peaceably deliver up unto Lessor the Premises and all appurtenances or improvements thereon in a good state of repair, ordinary wear and tear excepted, and vacant, unencumbered and in good and tenantable condition.

SECTION 13. ATTORNEY'S FEES AND COSTS

13.1 The prevailing party in any action arising between Lessor and Lessee under this Lease shall be entitled to its reasonable attorney fees and costs.

SECTION 14. NOTICE.

14.1 Any notice required by this Lease to be sent to Lessor shall be sufficient if hand delivered or sent by registered mail, postage prepaid, addressed to: James Mason Airport Manager, 3598 FM 2540 North, Bay City, Texas, 77414. Any notice required by this Lease to be sent to Lessee shall be sufficient if sent by registered mail, postage prepaid, addressed to Williams Field Services – Gulf Coast Company, LLCP.O. Box 316, 4367 CR 403, Markham, TX 77456, Attn: Operations Manager, with a copy to Williams Field Services – Gulf Coast Company, LLC, One Williams Center, 720 NE, Tulsa, Oklahoma 74172, Attn: Mgr-Facilities, Corporate Real Estate, or to such other address as the parties may designate to each other in writing from time to time.

SECTION 15. GOVERNING LAW AND VENUE.

15.1 This Lease shall be enforceable and construed under the laws of the State of Texas and venue for any action brought to interpret or enforce this Lease shall lie in a court that has jurisdiction in Matagorda County, Texas.

SECTION 16. SOVEREIGN IMMUNITY.

16.1 Nothing in this lease is intended to or shall have the effect of waiving any privileges or immunities afforded the Lessor under the laws of the State of Texas including, but not limited to, sovereign immunity, governmental immunity, or official immunity, and it is expressly agreed that the Lessor retains all such privileges and immunities afforded under such laws.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 This Lease and any attachments or Exhibits hereto constitute the entire agreement by the parties hereto concerning the lease of the Premises. Any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void. Any change or modification hereof shall be in writing signed by both parties.

17.2 The "Section" captions and heading are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

17.3 The parties to this Lease hereby acknowledge and agree that they have the power, right, and authority to enter into this Lease.

17.4 If any section, paragraph, sentence, or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

17.5 The Lessor shall not be required to perform any term, condition, or covenant in the Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, actions of the State or Federal government and any other cause not reasonably within the control of the Lessor.

17.6 Lessee shall at their own expense relocate the AT&T service line and pedestal to a location near the Premises, determined by the Airport Manager and depicted on Exhibit A.

17.7 Lessor shall at their own expense install a concrete parking lot as depicted on Exhibit A to provide parking for employees and visitors. Parking lot shall be designed in compliance with ADA requirements.

17.8 Lessee shall at their own expense add additional security cameras to the exterior and interior of any fixtures if so desired. The installation shall be completed by the Lessor's contracted vendor.

17.9 Lessee shall at their own expense contract with an Internet provider for services. Lessee shall insure all lines associated with this and all other services are located underground and that no service lines are suspended in the air. All service line locations must be approved by the Airport Manager prior to install.

17.10 Lessee shall at their own expense connect the plumbing, electrical wiring, or similar installations, on the Premises due to Lessee’s use thereof, Lessee will make such changes and installations at its sole cost and expense, subject to Lessor’s approval, and such changes shall be made in accordance with all applicable federal, state, and municipal laws and regulations (collectively, “Applicable Laws”).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the _____ day of _____, 2022.

City of Bay City, Texas

Williams Field Services – Gulf Coast Company, LLC

BY: _____
James Mason, Airport Manager

BY: _____
By: _____
Name: _____
Title: _____

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
Roberts, Odefey, Witte & Wall, LLP Attorneys At Law

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS APPROVING A PARK MASTER PLAN.



EXECUTIVE SUMMARY

BAY CITY PARKS MASTER PLAN 5 YEAR UPDATE

LINK TO DOCUMENT:

[Proposed-2022-Bay-City-Parks-Master-Plan-5-Year-Update \(cityofbaycity.org\)](https://www.cityofbaycity.org/Proposed-2022-Bay-City-Parks-Master-Plan-5-Year-Update)

RESOLUTION 2022-R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS, APPROVING A PARK MASTER PLAN

WHEREAS, Halff Associates, Inc. has been contracted to work with the elected and appointed officials, staff, citizen and interested groups to develop a Master Park Plan for the Bay City Park and Recreation Department; and

WHEREAS, public meetings, citizen surveys, workshops and other public strategies were used to gather information to be used to develop the Plan; and

WHEREAS, a Master Parks Plan is useful to a community to help guide future development, construction, and park priorities; and

WHEREAS, the Bay City Park and Recreation Advisory Board was instrumental in the scope and development of the Plan.

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

The Bay City Park & Recreation Master Plan 2022 (Exhibit ' A') is accepted and approved.

PASSED AND APPROVED this 27th day of September 2022 by a vote of the City Council of the City of Bay City, Texas.

Robert K. Nelson, Mayor

Attest:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Thomas A. Gwosdz, City Attorney

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION OF THE CITY OF BAY CITY, MATAGORDA, COUNTY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT) PROGRAM(S).



EXECUTIVE SUMMARY

AMERICAN RESCUE PLAN ACT PROJECT- ENGINEERING SERVICES

BACKGROUND:

On January 25, 2022, the City Council awarded three qualified firms (Civil Corp, Jones & Carter/Quiddity, & Mercer). City Council through the budget process has approved a new jet fuel system to be paid through ARP funds. City staff recommends adding Civil PE's to the list of qualified engineers.

Multiple engineering firms may be selected. This enables the City to match engineering firms with different projects. (i.e. Mercer -Park Lighting; Jones & Carter-Drainage)

American Rescue Plan Act Funds

Request for Qualifications (“RFQ”) for engineering services:

For two weeks, advertisements ran for engineering services for the American Rescue Plan Act Funds. We had five firms submit (out of 13 firm solicited); below they are listed in scored order:

- 1) Civil Corp
- 2) John Mercer
- 3) Jones & Carter
- 4) Civil PE
- 5) G & W Engineers

RESOLUTION R-2022-_____

A RESOLUTION OF THE CITY OF BAY CITY, MATAGORDA COUNTY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT) PROGRAM(S).

WHEREAS, the ARP Act program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

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

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That _____ be selected to provide application and project-related professional engineering services for the ARP ACT program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of ARP ACT funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED on this 27th day of September 2022 by the City Council of the City of Bay City, Texas.

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

ATTEST:

APPROVED AT TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

~ DISCUSS, CONSIDER, AND/OR APPROVE VARIOUS EQUIPMENT TO BE FUNDED BY THE AMERICAN RESCUE PLAN FUNDS AND AUTHORIZE STAFF TO PROCEED WITH PROCUREMENT



EXECUTIVE SUMMARY

AMERICAN RESCUE PLAN ACT PROJECT- EQUIPMENT

BACKGROUND: The American Rescue Plan (ARP) Act of 2021 – the latest COVID-19 stimulus package - became law on March 11, 2021. (1.9 trillion economic stimulus bill)

The City of Bay City is projected to receive \$ 4,344,926.61 from the US Treasury as allocated in the American Rescue Plan (ARP) Act.

ARPA requires **OBLIGATION** of all funds by 12-31-2024 and all projects are to be **COMPLETED** by 12-31-2026.

FINANCIAL IMPACT: The list below is an estimate only and due to inflation, the cost may be higher.

RECOMMENDATION: Recommend City Council to approve staff to begin the federal procurement process for the equipment listed below. (Most will be through competitive bidding since >\$50,000)

DEPT. #	DEPARTMENT	DESCRIPTION	QTY	COST
175	Street & Bridge	Backhoe	1	150,000*
175	Street & Bridge	Skid Steer	1	75,000*
175	Street & Bridge	Mini Excavator	1	65,000*
175	Street & Bridge	Haul Trailer	1	30,000*
175	Street & Bridge	Asphalt Patcher Truck	1	250,000*
*Estimated Cost of Equipment				\$570,000

ORDINANCE~ DISCUSS, CONSIDER AND/OR APPROVE AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, ADOPTING A FEE SCHEDULE ATTACHED HERETO AS EXHIBIT “A” AND LABELED “APPENDIX B” TO BE ADDED TO THE CODE OF ORDINANCES OF THE CITY OF BAY CITY, TEXAS; ADOPTING FEES AND CHARGES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES AND CHARGES FOR CONVENIENCE; PROVIDING FOR REPEAL; PROVIDING FOR RATIFICATION; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



EXECUTIVE SUMMARY

APPENDIX B- FEE SCHEDULE

Reviewed sanitation and utility fees with City Council during the budget process and discussed Airport and Park fees on September 13, 2022.

Revised Sections:

Chapter X- Administrative- Property Recordings (Lien & Lien Releases)

Chapter 18- Aviation- *Revised most fees due to inflation*

Chapter 22- Building & Building Regulations- *Updated fees for Vacant Building Ordinance*

Chapter 70- Parks and Recreation- *Added fees for various parks facilities to provide for priority use; Increased fees in Riverside Park*

Chapter 90- Solid Waste- *Rate changes*

Chapter 114- Utilities- *Rate changes*

Chapter X- Civic Center- *Added decorating deposit if attaching to ceiling*

APPENDIX B FEE SCHEDULE¹

Section Number	Subject	Fee Amount
Chapter 2 - Administration		
2-53(c)	Fine for disrupting council meetings	\$25.00 to \$100.00 per offense
2-164	Return Check Fee	\$30.00
2-216	Request for records fee	\$0.10 per page (standard size) \$0.15 per page (legal size)
2-268	Variance application fee	\$75.00
Chapter 10 - Amusements and Entertainments		
Sexually oriented business permit		
10-39(a)	Application fee	\$500.00
10-39(b)	Renewal - Adult service provider permit	\$100.00
10-39(c)	Renewal - Business manager permit	\$150.00
10-39(d)	Duplicate/copy - License, permit, identification card	\$10.00
10-39(e)	Fingerprinting	\$25.00
Chapter 14 - Animals		
14-	Animal impound	\$25.00 first day, \$10.00 each additional day
14-44	Animal quarantine - Rabies	\$30.00 Processing fee \$15.00 per day
Chapter 18 - Aviation		
18-6(a)	Aerial Advertising - City limits permit	\$15.00 per flight
18-6(a)	Aerial Advertising - City limits, seven-day permit	\$27.00
18-	Aerial Applicator Operating Permit	\$500.00 per aircraft (30-day period) \$250.00 for each additional aircraft
18-135	Fuel Flowage Fee	\$0.15 per gallon
<i>Nightly Tie Down Fees</i>		
18-	Single Engine	\$10.00
18-	Twin Engine	\$22.00
18-	Turbo/Jet Engine	\$33.00
First night free with fuel purchase		
<i>Monthly Tie Down Fees</i>		
18-	Single Engine	\$100.00
18-	Twin Engine	\$200.00
18-	Turbo/Jet Engine	\$350.00

¹Editor's note(s)—Printed herein is the Fee Schedule of the City of Bay City, Texas, adopted as Ordinance No. 1625, on Sept. 27, 2018.

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APPENDIX B FEE SCHEDULE

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18-	Turbo/Jet Engine 12,500 lbs. and greater	\$435.00
No discount offered with purchase of fuel. Tie down fees are calculated on the calendar day. (Example: "Calendar Day" One minute to 24 hours equals one calendar day)		
<i>Main Hangar Daily Fees</i>		
18-	Single Engine	\$28.00
18-	Twin Engine	\$55.00
18-	Turbo Prop	\$109.00
18-	Jet Engine	\$163.00
No discount offered with purchase of fuel. Fees are calculated on the calendar day.		
<i>Main Hangar Monthly Fees</i>		
18-	Single Engine	\$272.00
18-	Twin Engine	\$326.00
18-	Turbo Prop	\$435.00
18-	Jet Engine	\$543.00
18-	Deposit	Equal to one month's rent
<i>T-Hanger Monthly Fees</i>		
18-	T-Hanger	\$217.00
18-	T-Hanger Suite	\$266.00
18-	T-Hanger Bi-fold doors and 1,000 sf	\$245.00
18-	T-Hanger Bi-fold doors and 1,210 sf	\$272.00
18-	T-Hanger Bi-fold doors and 1,450 sf	\$28300
18-	Deposit	Equal to one month's rent
18-	Late Fee assessed for all payments not received by the 11th of each month	\$50.00
<i>Ramp Fees</i>		
18-	Single Engine	\$10.00
18-	Twin Engine	\$22.00
18-	Turbo/Jet Engine	\$5500
Customers using our ramp to drop off or pick up passengers and purchasing aviation fuel are not charged a ramp use fee.		
18-	Courtesy Vehicle for Fly-in visitors w/aviation fuel purchase	First 2 hours: No charge; then \$15.00/hour
	Courtesy Vehicle for Fly-in visitors w/out aviation fuel purchase	\$20.00/hour
	(a) Fly in visitors with no fuel purchase: A surcharge of \$20.00 will be charged regardless of how much fuel was used in the vehicle, if the vehicle is returned without the fuel being replaced.	
	(b) The overnight use of the vehicle may be approved at the cost of a flat rate fee of \$100.00 (after 5:00 p.m. until 8:00 a.m.). The charges as stated above will then apply between the hours of 8:00 a.m. to 5:00 p.m.	
<i>After Hour's Services - Customers requesting services or assistance after business hours, weekends and holiday</i>		
18-	Call Out Fee	\$60.00/hour (2-hour minimum)
18-	Overtime Fee	\$60.00/hour Customers requesting services that require

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		employees to work past business hours.
18-	Fuel Service Fees	\$.40 cents to \$1.00 per gallon of fuel based on market rates
18-	Fuel additive	\$.05 cents per gallon plus posted fuel price
18-	Long Term Parking	\$2.00 per day
18	Fueling Fee for private self-fuel delivery	\$.16 cents per gallon
18	Catering Fee	Based on the size of the order, time spent coordinating the order and delivery.
18	Office/Terminal lease	\$2.71—\$16.78 sf per year
<i>Ground Lease</i>		
18	Aviation-related land—Improved	\$.16 cents sf per year
18	Aviation-related land—Unimproved	\$.11 cents sf per year
18	Non-aviation-related land	\$.27 cents sf per year
Chapter 22 - Building and Building Regulations		
22-50	Plan Review Fee	50% of the building permit fee
	Residential New Construction Building Permit Fees	
	0—1,500 square footage (sf)	\$785.00
22-50	1,501—10,000 sf	\$785.00 + \$0.35/sf for additional area over 1,500 sf
22-50	10,000 sf and up	\$3,760.00 + \$0.15/sf for additional are over 10,000 sf
	Residential Alteration/Addition Building Permit Fees	
22-50	Trade Permits (building, mechanical, electrical, plumbing, fuels gas, etc.)	\$100.00 per trade
22-50	Re-roof	\$50.00
22-50	Commercial Building Permit Fees	
	Valuation: \$1,000.00 or less	\$25.00
	Valuation: \$1,001.00 to \$50,000.00	\$25.00 for the first \$1,000.00 + \$7.00 for each additional \$1,000.00 fraction thereof
	Valuation: \$50,001.00 to \$100,000.00	\$289.50 for the first \$50,000.00 + \$6.00 for each additional \$1,000.00 fraction thereof
	Valuation: \$100,001.00 to \$500,000.00	\$514.50 for the first \$100,000.00 + \$5.00 for each additional \$1,000.00 fraction thereof
	Valuation: \$500,001 and up	\$1,914.50 for the first \$500,000.00 + \$4.00 for each

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		additional \$1,000.00 fraction thereof
22-50	Demolition and Utility Termination Permit	\$150.00
22-50	Re-inspection Fee	\$30.00
22-50	After-hours inspection Fee	\$50.00
22-50	Flood Zone Confirmation	\$25.00
22-50	Permit Renewal/Extension prior to expiration	50% of original permit fee
22-50	Permit Renewal after Expiration	100% of original permit fee
22-50	Work prior to issuance of permit	200% of original permit fee
22-50	New Construction Certificate of Occupancy	No Charge
22-50	Certificate of Occupancy/Change in Ownership	\$150.00
22-50	Certificate of Occupancy/Change in Name	\$150.00
22-50	Temporary Certificate of Occupancy (TCO)	\$100.00
22-50	Copy of Certificate of Occupancy	\$10.00
22-50	Certificate of Occupancy/Tenant Space (no work)	\$150.00
22-50	Life Safety Inspection (foster homes, etc.)	\$150.00
22-50	Storage of Impounded Sign	\$25.00 per sign
22-163	Residential Electrical Permit Fee	\$25.00
22-163	Commercial Electrical Permit Fee	Minimum \$25.00 based on valuation of project
22-297	Residential Plumbing Permit Fee	\$25.00
22-297	Commercial Plumbing Permit Fee	Minimum \$25.00 based on valuation of project
22-383	Residential Mechanical Permit Fee	\$25.00
22-383	Commercial Mechanical Permit Fee	Minimum \$25.00 based on valuation of project
22-465	Moving Permit (Building or structure)	\$50.00
22-484	Annual Registration Vacant Building Fee (commercial)	\$250.00
22-484	Annual Registration Vacant Building Fee (Historical)	\$100.00
22-484	Annual Registration Vacant Building Fee (Residential)	\$50.00
22-484	Annual Vacant Building Inspection Fee	\$50.00
22-484	Late Registration Fee	\$50.00
22-484	Late Inspection Fee	\$50.00
22-502	House Moving License	\$100.00 per year
Chapter 26 - Businesses		
26-33(d)	Mobile Food Establishment Fee	\$100.00 per year
26-56(a)	Massage License Application Fee	\$300.00 per year
26-57	Massage Business permit	\$200.00 per year
26-61	Multiple massage establishments license fee	\$100.00
Chapter 42 - Fire Prevention and Protection		
42-77	Sprinkler Systems (Valuation based on construction valuation for project)	Based on 3rd party contract fees
	Plan Review Services	Based on 3rd party contract fees

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42-77	Fire Alarm Systems (Valuation based on construction valuation for project)	Based on 3rd party contract fees
42-77	Annual Fire Inspection	\$150.00
42-77	Fire Certificate of Occupancy Inspection	\$150.00 per hour, per location
42-77	Fire Re-inspection	\$150.00
42-81(1)	Additional inspections	\$150.00 per location
42-81(2)	Fire certificate of occupancy	\$150.00
Chapter 58 - Municipal Court		
58-48	Special expense for issuance and service of arrest warrant	\$25.00
58-49	Special expense for driving safety course	\$10.00 (not to exceed)
58-50	Special expense for teen court program	\$20.00 (not to exceed)
58-51	Special expense for delinquent fines	Fee shall be the lesser of 20% of the amount of the fine or \$50.00
58-76(a)	Municipal Court Building Security Fund	\$4.90 per misdemeanor offense
58-96(1)	Juvenile Case Manager Fund	\$5.00 per misdemeanor offense
58-122(a)	Municipal Court Technology Fund	\$4.00 per misdemeanor offense
Chapter 62 - Natural Resources		
62-7b	Drilling permit fee	\$2,500.00
62-7b	Re-entering plugged well to operate	\$2,500.00
62-7b	Amendment to permit	\$500.00
62-7b	Extension of permit	\$500.00
62-7b	Permit for seismic surveys	\$500.00
Chapter 66 - Offenses		
66-4(f)	Loitering fine	Not less than \$1.00 and not more than \$200.00
66-64(b)	Curfew Penalty fines	Not less than \$50.00 nor more than \$500.00
66-179(c)	Protesting Funerals Penalty Fine	Not to exceed \$500.00
Chapter 70 Parks and Recreation		
70-XX	Return Check Fee	\$30.00
	Registration fee	\$5.00/reservation
	Vendor Fee	\$25.00
	Facility - Train Depot	\$200.00/day + \$100.00 Deposit
	Pavilion - Amistad Park	\$50.00/day + \$50.00 Deposit
	Pavilion - Riverside Park	See Riverside Park section
	East Side Pavilion - LeTulle Park	\$100.00/day + \$50.00 Deposit
	West Side Pavilion - LeTulle Park	\$100.00/day + \$50.00 Deposit
	Lakeview Pavilion - LeTulle Park	\$150.00/day + \$100.00 Deposit
	Pavilion - Duncan Park	\$50.00/day + \$50.00 Deposit

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	Sports Complex: Basketball Pavilion	\$25.00/hour + \$50.00 Deposit
	Sports Complex: Per Field	\$25.00/hour + \$75.00 Deposit
	Sports Complex: All three fields	\$70.00/hour + \$200.00 Deposit
	Sports Complex: All three fields including press box	\$85.00/hour + \$250.00 Deposit
	Sports Complex: All three fields including press box and concession stand	\$100.00/hour + \$300.00 Deposit
	Sports Complex: Concession Stand	\$15.00/hour + \$100.00 Deposit
	City Baseball Field	\$20.00/hour + \$100.00 Deposit
	Joe Davis Baseball Field	\$25.00/hour + \$100.00 Deposit
	Community Park Pickle Ball Courts	\$5.00/hour
	Community Park Basketball Court	\$10.00/hour
	Football Field (Non YSA Use): Hardeman Football Field	\$15.00/hour + \$100.00 Deposit
	Mary Withers Park Volleyball	\$10.00/hour
	Park: Duncan Park	\$250.00/day + \$100.00 Deposit
	Park: Liberty Park	\$150.00/day + \$100.00 Deposit
	Park: Amistad Park	\$250.00/day + \$100.00 Deposit
	Park: Le Tulle Park	\$900.00/day + \$500.00 Deposit
	Other Parks (Offline)	\$150.00/day
	Pools: Admission	Adult - \$2.00/day Child (Under 18) - \$1.00/day
	Pools: Canopy/Table	\$10.00/hour
	Pools: Water Aerobics	\$1.00/day
	Pools: Lap Swim (16th Pool only)	\$1.00/day or \$10.00/month
	Pools: Season Passes	Individual - \$40.00/season Family of 5 - \$100.00/season
	Riverside Park: Admission	\$10.00/car or \$100.00 Yearly Pass
	Riverside Park: Pavilions	\$100.00/day per pavilion plus \$50.00 Deposit (Up to 20 Cars included, then \$10.00 per car)
	Riverside Park: RV Full Hook Up (Water, Sewer, Electric)	\$40.00 Daily, \$240.00/Week, \$550.00/Month plus \$40.00 Deposit

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	Wilderness Camping - RV or Tent (Electric & Water)	\$30.00 Daily, \$180.00/Week, \$400.00/Month plus \$30.00 Deposit
	Excess Vehicle Fee (Pertains to campers)	\$10.00 per Day
	(a) Sports Complex: Press box is available at the discretion of Parks Director.	
	(b) Park rentals are limited in time availability.	
	(c) Renting an entire park area or pool have special restriction.	
	(d) Camping fees include 1 vehicle per site per day.	
	Facility - Service Center	
	(1) Service Center - Library Room	\$150.00/day + \$100.00 Deposit
	(2) Service Center - Kitchen	\$150.00/day + \$100.00 Deposit
	(3) Service Center - Dining Room	\$150.00/day + \$100.00 Deposit
	(4) Service Center - Gusman Room	\$150.00/day + \$100.00 Deposit
	(5) Service Center - Lobby	\$400.00/day + \$100.00 Deposit
	(6) Service Center - Entire Facility	\$1,800.00/day + \$500.00 Deposit
(a) Civic, Social, Charitable, Non-profit, and Other Governmental organizations shall pay one-half the rental fee for Service Center options 1—5 and one-third the rental fee of option 6. Municipal and County Government shall be charged an administrative recovery fee of \$50.00 for options 1—5 and \$100.00 for option 6. All parties pay the same deposit with the exception of Municipal and County Government.		
(b) A charge of \$25.00 per hour per person for City staff to set and take down. This only applies to the Auditorium or Entire Facility Rental.		
(c) Facility Use Hours: Monday—Sunday are 8:00 a.m. to 10:00 p.m. Any time needed before 8:00 am or after 10:00 p.m. shall be charged \$100.00/hour inclusive of cleaning time.		
Chapter 74 - Peddlers and Solicitors		
74-39(a)	License Permit fee	\$50.00 + \$5.00 administrative fee
	License permit fee - 12-month	\$70.00 + \$5.00 administrative fee
Chapter 82 - Police		
82-2	Copies of records fee	\$6.00 per document for certified copies
Chapter 86 - Secondhand Goods		
86-20(b)	Junkyard license fee	\$20.00
86-20(b)	Inspection renewal fee	\$10.00
Chapter 90 - Solid Waste		
90-28(3)	Residential Trash	\$22.17/month
	Residential - Extra Toter	\$11.10/month
	Small Commercial	\$39.33/month

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	Small Commercial - Extra Toter	\$19.67/month
	Large Commercial:	
	2-Yard 1 time per week	\$62.62/month
	2-Yard 2 times per week	\$126.29/month
	2-Yard 3 times per week	\$188.06/month
	2-Yard 4 times per week	\$247.90/month
	2-Yard 5 times per week	\$305.85/month
	2-Yard 6 times per week	\$368.47/month
	3-Yard 1 time per week	\$88.26/month
	3-Yard 2 times per week	\$176.64/month
	3-Yard 3 times per week	\$262.15/month
	3-Yard 4 times per week	\$344.80/month
	3-Yard 5 times per week	\$424.60/month
	3-Yard 6 times per week	\$511.65/month
	4-Yard 1 time per week	\$109.18/month
	4-Yard 2 times per week	\$217.47/month
	4-Yard 3 times per week	\$321.97/month
	4-Yard 4 times per week	\$422.68/month
	4-Yard 5 times per week	\$519.57/month
	4-Yard 6 times per week	\$628.74/month
	6-Yard 1 time per week	\$150.98/month
	6-Yard 2 times per week	\$299.16/month
	6-Yard 3 times per week	\$441.66/month
	6-Yard 4 times per week	\$578.45/month
	6-Yard 5 times per week	\$709.53/month
	6-Yard 6 times per week	\$857.59/month
	8-Yard 1 time per week	\$183.25/month
	8-Yard 2 times per week	\$361.56/month
	8-Yard 3 times per week	\$532.80/month
	8-Yard 4 times per week	\$696.18/month
	8-Yard 5 times per week	\$851.97/month
	8-Yard 6 times per week	\$992.62/month
	Additional Haul - 2-Yard	\$20.88/month
	Additional Haul - 3-Yard	\$29.45/month
	Additional Haul - 4-Yard	\$36.42/month
	Additional Haul - 6-Yard	\$50.37/month
	Additional Haul - 8-Yard	\$61.14/month
	Lock Fee - Installation (1-time fee)	\$75.00
	Lock Fee	\$5.00/month
	Late Payment Fee - The late payment fee is applied to charges not paid by the fifth day after the statement due date.	10% of balance, or \$10.00, (whichever is greater) (Customers outside of city limits pay 1.5 times inside city limit rate)

Chapter 94 - Streets, Sidewalks and Other Public Places

PART II - CODE OF ORDINANCES
APPENDIX B FEE SCHEDULE

ITEM #14.

94-204	Street Closure Application Fee	\$25.00
94-229(c)	Street Name Application Fee	\$100.00
Chapter 98 - Subdivisions		
<i>Platting Fees</i>		
98-42(b)	Land plan fee	\$200.00
98-42(c)	Construction plan review	\$200.00 for sites less than one acre \$300.00 for sites one to five acres 500.00 for sites greater than five acres
98-42(d)	Preliminary plat fees	\$200.00 for sites less than one acre \$350.00 for sites one to five acres \$500.00 for sites greater than five acres
98-42(e)	Final plat fees	\$300.00 + \$5.00 per lot
98-42(f)	Development plat fee	\$300.00 + \$10.00 per acre
98-42(g)	Minor plat/re-plat	\$150.00 + \$5.00 per lot
98-42(h)	Amended plat	\$100.00 per plat
98-42(j)	Alley/Easement abandonment fee	\$100.00 per application
98-42(k)	Mobile Home park plats	\$300.00 + \$5.00 per lot/stand
Chapter 99 - Downtown Bay City Land Development Code		
99-9	Penalty Fine	\$2,000.00
Chapter 102 - Taxation		
102-70(a)	Hotel - Motel Occupancy Tax Rate	\$2.00 or more per day
Chapter 106 - Telecommunications		
106-80	Penalty Fee	\$500.00 per day
Chapter 110 - Traffic and Vehicles		
	Penalty Fee	Not to exceed \$500.00
110-175	Impoundment of Vehicle	Not less than \$4.00 per day
110-185	Disabled parking zone penalty fine	Up to \$500.00 per day
	Penalty Fee	Not more than \$2,000.00
Chapter 114 - Utilities		
	Return Check Fee	\$30.00
114-22	Water and Sewer Deposits	
114-22(1)	Residential Customers Single-Family resident	\$150.00
114-22(1)	Small Business Commercial property with a 3.4-inch water or 4-inch sewer connection, or both	\$200.00
114-22(1)	Large Business Commercial property with a water connection 1-inch or greater or sewer connection 6-inch or greater, or both	Up to 60-day average bill

PART II - CODE OF ORDINANCES
APPENDIX B FEE SCHEDULE

ITEM #14.

114-22(1)	Multi Unit Multi units connected to one water meter	Up to 60-day average bill
114-22(1)	Commercial accounts Washaterias, carwashes, and other high-volume users	Up to 60-day average bill
114-22(4a1)	Reconnection Fee: Upon disconnection at curb stop for non-payment	\$50.00
114-22(4a2)	Reconnection Fee: Upon meter removal	\$100.00
114-22(4a3)	Reconnection Fee: Upon locking meter	\$100.00
114-22(4b)	Residential: Required deposit (restoration of service due to non-payment)	\$50.00 per occurrence (not to exceed \$300.00)
114-22(4b)	Commercial: Required deposit (restoration of service due to non-payment)	\$50.00 per occurrence (not to exceed 90-day average)
114-26	Late payment Fee - The late payment fee is applied to charges not paid by the fifth day after the statement due date.	10% of balance, or \$10.00, (whichever is greater)
114-55	Water Tapping Charges	
114-55(a)	1-inch or less	\$1,300.00 (Includes cost of labor, parts, materials associated with the installation of the meter and actual tap to City main. Customer is responsible for all cost associated with extending utility lines.)
114-55(a)	1.5-inch or greater	15% of the total cost associated with actual tap to City main plus cost of the meter. Customer is responsible for all cost associated with extending utility lines.
114-55 (a)	Inspection Fee - An inspection fee shall be assessed for each water tap and meter installed by third party and subsequently inspected by City personnel. Upon connection to the City system, the meter becomes the property of the City.	\$100.00
114-57	Connection Fees	
114-57(1)	Connection Fee (Activation Fee) - New Service	\$15.00
114-57(2)	Connection Fee - Following Disconnect for non-payment	\$50.00
114-57(3)	Connection Fee -Tampering (turned on by customer following disconnect for non-payment)	\$100.00
114-57(3a)	Connection Fee - Tampering with damage to curb stop or meter box	\$150.00
114-57(3b)	Connection Fee - Tampering with damage to meter or register	Cost of equipment replacement plus tampering fee noted in 114-57(3)
114-57(4)	Connection Fee - After normal business hours	\$35.00
114-88	Monthly Rate Schedule (Water)	
<i>Residential Water and Residential Irrigation Rates</i>		

PART II - CODE OF ORDINANCES
APPENDIX B FEE SCHEDULE

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114-88	Base Charge 0—2,000 gallons ¾-inch meter	\$27.31
	Base Charge 0—2,000 gallons ¾-inch meter	\$27.31
	Base Charge 0—2,000 gallons 1-inch meter	\$34.22
	Base Charge 0—2,000 gallons 1½-inch meter	\$68.33
	Base Charge 0—2,000 gallons 2-inch meter	\$109.35
	Base Charge 0—2,000 gallons 3-inch meter	\$205.11
	Base Charge 0—2,000 gallons 4-inch meter	\$342.22
	Base Charge 0—2,000 gallons 6-inch meter	\$683.32
	Base Charge 0—2,000 gallons 8-inch meter	\$1,118.46
	Base Charge 0—2,000 gallons 10-inch meter	\$1,773.45
<i>Volumetric Rate</i>		
114-88	Under 2,000 Gallons	\$0.00 per 1,000 gallons
114-88	2,001—5,000 Gallons	\$2.04 per 1,000 gallons
114-88	5,001—10,000 Gallons	\$3.57 per 1,000 gallons
114-88	Over 10,000 Gallons	\$4.50 per 1,000 gallons
<i>Multifamily</i>		
114-88	Base Charge 1—2,000 gallons ¾-inch meter	\$29.00
	Base Charge 0—2,000 gallons ¾-inch meter	\$29.00
	Base Charge 0—2,000 gallons 1-inch meter	\$36.34
	Base Charge 0—2,000 gallons 1½-inch meter	\$72.56
	Base Charge 0—2,000 gallons 2-inch meter	\$116.12
	Base Charge 0—2,000 gallons 3-inch meter	\$217.80
	Base Charge 0—2,000 gallons 4-inch meter	\$363.40
	Base Charge 0—2,000 gallons 6-inch meter	\$725.60
	Base Charge 0—2,000 gallons 8-inch meter	\$1,187.68
	Base Charge 0—2,000 gallons 10-inch meter	\$1,883.20

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<i>Volumetric Rate</i>		
114-88	Under 2,000 Gallons	\$7.10 per 1,000 gallons
114-88	2,001—5,000 Gallons	\$7.10 per 1,000 gallons
114-88	5,001—10,000 Gallons	\$7.10 per 1,000 gallons
114-88	Over 10,000 Gallons	\$7.10 per 1,000 gallons
<i>Non-Residential (Commercial) Water and Commercial Irrigation Rates</i>		
<i>Base Monthly Bill</i>		
114-88	¾-inch meter	\$27.31
114-88	¾-inch meter	\$27.31
114-88	1-inch meter	\$34.22
114-88	1½-inch meter	\$68.33
114-88	2-inch meter	\$109.35
114-88	4-inch meter	\$205.11
114-88	4-inch meter	\$342.22
114-88	6-inch meter	\$683.32
114-88	8-inch meter	\$1,118.46
114-88	10-inch meter	\$1,773.45
<i>Volumetric Rate</i>		
114-88	0—10,000 Gallons	\$5.78 per 1,000 gallons
114-88	Over 10,000 Gallons	\$5.78 per 1,000 gallons
<i>Industrial Water Rates</i>		
<i>Base Monthly Bill</i>		
114-88	¾-inch meter	\$29.00
114-88	¾-inch meter	\$29.00
114-88	1-inch meter	\$36.22
114-88	1½-inch meter	\$72.56
114-88	2-inch meter	\$116.12
114-88	3-inch meter	\$217.80
114-88	4-inch meter	\$363.40
114-88	6-inch meter	\$725.60
114-88	8-inch meter	\$1,187.68
114-88	10-inch meter	\$1,883.20
<i>Volumetric Rate</i>		
114-88	0—900,000 Gallons	\$6.35 per 1,000 gallons
114-88	900,001 to 4,500,000 Gallons	\$7.76 per 1,000 gallons
114-88	Over 4,500,000 Gallons	\$9.71 per 1,000 gallons
	(Customers outside of city limits pay 1.75x amount)	
<i>Bulk Water</i>		
(Metered Water)		
114-88	2,001—10,000 gallons	\$5.50 per 1,000 gallons
114-88	Over 10,000 gallons	\$5.50 per 1,000 gallons
Article 4 Sewer and Sewer Surcharge Rates		
114-109	Fees and Sewer Taps	

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114-109	4-inch connection	\$1,300.00 (Includes cost of labor, parts, materials associated with actual tap to City main. Customer is responsible for all cost associated with extending utility lines.)
114-109	Over 4-inch	15% of the total cost associated with actual tap to City main. Customer is responsible for all cost associated with extending utility lines.
114-109	Inspection Fee - An inspection fee shall be assessed for each sewer tap installed by third party and subsequently inspected by City personnel.	\$100.00
114-55(b)	Line Locate	\$200.00 Additional charges of \$50.00/hour after the first 4 hours
114-134	Monthly Rate Schedule (Sewer)	
<i>Residential Sewer Rates</i>		
114-134	Base Charge 0—2,000 gallons ¾-inch meter	\$26.22
	Base Charge 0—2,000 gallons ¾-inch meter	\$26.22
	Base Charge 0—2,000 gallons 1-inch meter	\$39.22
	Base Charge 0—2,000 gallons 1½-inch meter	\$74.29
	Base Charge 0—2,000 gallons 2-inch meter	\$116.15
	Base Charge 0—2,000 gallons 3-inch meter	\$228.85
	Base Charge 0—2,000 gallons 4-inch meter	\$425.50
	Base Charge 0—2,000 gallons 6-inch meter	\$880.90
	Base Charge 0—2,000 gallons 8-inch meter	\$1,267.30
	Base Charge 0—2,000 gallons 10-inch meter	\$2,038.95
<i>Volumetric Rate</i>		
114-134	Under 2,000 Gallons	\$0.00 per 1,000 gallons
114-134	2,001—5,000 Gallons	\$6.16 per 1,000 gallons
114-134	5,001—10,000 Gallons	\$6.45 per 1,000 gallons
114-134	Over 10,000 Gallons	\$6.45 per 1,000 gallons
<i>Sewer Cap for residential is 15,000 Gallons</i>		

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<i>Multifamily Sewer Rates</i>		
114-134	Base Charge 0—2,000 gallons ¾-inch meter	\$26.22
	Base Charge 0—2,000 gallons ¾-inch meter	\$26.22
	Base Charge 0—2,000 gallons 1-inch meter	\$39.22
	Base Charge 0—2,000 gallons 1½-inch meter	\$74.29
	Base Charge 0—2,000 gallons 2-inch meter	\$116.15
	Base Charge 0—2,000 gallons 3-inch meter	\$228.85
	Base Charge 0—2,000 gallons 4-inch meter	\$425.50
	Base Charge 0—2,000 gallons 6-inch meter	\$880.90
	Base Charge 0—2,000 gallons 8-inch meter	\$1,267.30
	Base Charge 0—2,000 gallons 10-inch meter	\$2,038.95
<i>Volumetric Rate</i>		
114-134	Under 2,000 Gallons	\$6.79 per 1,000 gallons
114-134	2,001—5,000 Gallons	\$6.79 per 1,000 gallons
114-134	5,001—10,000 Gallons	\$6.79 per 1,000 gallons
114-134	Over 10,000 Gallons	\$6.79 per 1,000 gallons
<i>Nonresidential (Commercial) Sewer Rates</i>		
<i>Base Monthly Bill</i>		
114-134	¾-inch meter	\$26.22
114-134	¾-inch meter	\$26.22
114-134	1-inch meter	\$39.22
114-134	1½-inch meter	\$74.29
114-134	2-inch meter	\$116.15
114-134	3-inch meter	\$228.85
114-134	4-inch meter	\$425.50
114-134	6-inch meter	\$880.90
114-134	8-inch meter	\$1,267.30
114-134	10-inch meter	\$2,038.95
<i>Volumetric Rate</i>		
114-134	0—10,000 Gallons	\$6.21 per 1,000 gallons
114-134	Over 10,000 Gallons	\$6.21 per 1,000 gallons
<i>Industrial Sewer Rates</i>		
<i>Base Monthly Billing</i>		
	¾-inch meter	\$26.22
	¾-inch meter	\$26.22
	1-inch meter	\$39.22

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	1½-inch meter	\$74.29
	2-inch meter	\$116.15
	3-inch meter	\$228.85
	4-inch meter	\$425.50
	6-inch meter	\$880.90
	8-inch meter	\$1,267.30
	10-inch meter size	\$2,038.95
<i>Volumetric Rate</i>		
	0—900,000 Gallons	\$5.46 per 1,000 gallons
	900,001 to 4,500,000 Gallons	\$5.75 per 1,000 gallons
	Over 4,500,000 Gallons	\$7.19 per 1,000 gallons
	(Customers outside of city limits pay 1.75x amount for sections 114-88 and 114-134)	
114-135(b)	Quantity cost capitol recovery fee (surcharge)	

Source Classification	Remarks	Quantity Variable Daily Sewage Flow - Gallons/Person	Capital Cost Recovery Rate
Municipality	Residential (3 persons)	x 100 x \$2.06=	\$618.00 per home
Subdivision	Residential (3 persons)	x 100 x \$2.06=	\$618.00 per home
Trailer park transient	\$2½ Persons per trailer	x 50 x \$2.06=	\$257.50 per home
Mobile home park	\$4 Persons per trailer	x 100 x \$2.06=	\$618.00 per home
Schools	Elementary, high (students)	x 15 x \$2.06=	\$ 30.90 per student
Recreation parks	Campers	x 40 x \$2.06=	\$ 82.40 per unit
	Boaters	x 5 x \$2.06=	\$ 10.30 per unit
	Swimmers	x 10 x \$2.06=	\$ 20.60 per person
Factory or office building	No showers (employees)	x 20 x \$2.06 =	\$ 41.20 per person
Factory	With showers (employees)	x 25 x \$2.06 =	\$ 51.50 per employee
Motor lodge	With toilet (units and bath)	x 50 x \$2.06 =	\$103.00 per unit
Hospitals	Per bed	x 200 x \$2.06 =	\$412.00 per bed
Nursing homes	Per bed	x 90 x \$2.06 =	\$185.40 per bed
Drive-in theater	Per car space	x 5 x \$2.06 =	\$ 10.30 per space
Restaurant	Per meal served	x 5 x \$2.06 =	\$ 10.30 per customer
Apartments	3 Persons	x 100 x \$2.06 =	\$618.00 per apartment

Section Number	Subject	Fee Amount
114-212	Customer Service Inspector (CSI)	\$50.00 per hour (1 hour minimum)
114-305	Backflow Prevention Inspection	\$50.00 per hour (1 hour minimum)
Chapter N/A - Bay City Public Library		

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Overdue Materials (per day)	Books (unless specified)	\$0.15 per day
	Audios	\$0.50 per day
	DVDs	\$1.00 per day
	E-device	\$5.00 per day
	Games, Literacy Kits	\$2.00 per day
	NEW Books and ILL	\$0.25 per day
	NEW Audios and Lease Materials	\$1.00 per day
	NEW DVDs	\$2.00 per day
Max Overdue Fines	E-device	\$50.00
	All other materials	\$10.00
Library Cards	\$1 st Card	FREE
	Replacement card	\$3.00
Other Charges	Interlibrary Loan Shipping (ILL)	One-way postage
	Minor Damages	\$3.00 + partial processing fee (\$2.50)
Lost/Severe Damages	BCPL item	Cost of item + \$5.00 processing fee
	ILL	Cost assessed by lending library + \$5.00 processing fee
	E-devices	Varies based on item (up to replacement of entire unit) + \$5.00 processing fee
	Earphones	\$2.00
	USB	\$5.00
Services	Printing/Copies	\$0.15 per page (black & white)/\$.30 per page (color)
	Faxing	\$1.00 per page for 1—5 pages, \$0.50 for each subsequent page
	Laminating	\$2.00 per foot/\$1.00 for ID card size
Rentals	Multimedia Projector	\$30.00 per day
	Projector Screen	\$5.00 per day
Two fine reduction opportunities are provided each year - Spring and Fall/Winter (Food for Fines in conjunction with the Police Department Food Drive). Amnesty days are offered on occasion during National Library Week. This allows patrons two times per year to clear or reduce their amounts.		
Chapter N/A - Civic Center		
Fee Schedule with Room Dimensions	Rm #102: Diagonal Entrance/West Side (18' X 23')	\$100.00 + \$50.00 Deposit
	Rm #104: Small West Conference Room (20' X 23')	\$100.00 + \$50.00 Deposit
	Rm #106: Large West Conference Room (30' X 73')	\$300.00 + \$50.00 Deposit

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	Rm #108: Catering Kitchen	\$200.00 + \$50.00 Deposit
	Rm #100: Main Exhibit Hall (100' X 120')	\$825.00 + \$200.00 Deposit
	Rm #103: Large East Conference Room (44' X 73')	\$375.00 + \$50.00 Deposit
	Rm #109: Small East Conference Room (20' X 30')	\$150.00 + \$50.00 Deposit
	Rm #107: Small East Conference Room (18' X 30')	\$150.00 + \$50.00 Deposit
	Rm #111: Harvest Room-South Side (20' X 30')	\$175.00 + \$50.00 Deposit
	Rm #113: Harvest Room-North Side (30' X 30')	\$175.00 + \$50.00 Deposit
	Chamber Corporate Boardroom (Availability determined by Chamber usage)	\$200.00/4 hours + \$50.00 Deposit
Combination Prices	Rooms 100, 103, 106 combined	\$1,400.00 + \$300.00 Deposit
	Entire Civic Center (excluding chamber offices)	\$1,600.00 + \$300.00 Deposit
	(a) An individual can reserve the room the day before the event at half price of the rent fee, and have full access all day between 8:00 a.m.—12:00 a.m.	
	(b) An individual can pay an \$80.00 hourly decorating fee to use the room the day before their event between the hours of 8:00 a.m.—4:00 p.m., as long as that room and date are available.	
	(c) Failure to submit a floor plan before the deadline will result in a \$60.00 late fee. Any changes requested by the renter after the deadline will be subject to a \$60.00 change fee.	
	(d) Decoration Deposit of \$500.00 if attaching to ceiling.	
Chapter 118 - Vehicles for Hire		
118-61(a)	Taxi Application fee	\$25.00
118-61(b)	Administrative Fee	\$5.00
118-61(c)	Taxi Franchise Fee	\$100.00 + \$25.00 per taxicab per year
118-63(b)	Taxi rates and fees	
118-63(b1)	Initial pickup	\$2.50
118-63(b2)	Each additional 1/12 mile	\$0.20
118-63(b3)	Each additional passenger	\$0.00
118-63(b4)	First piece free, each additional piece	\$0.00
118-63(b5)	Standby or waiting per ¼ hour	\$7.00
18-95	State Class C License Annual permit fee	\$20.00 per driver
Miscellaneous Administrative Fees		
	Lien and Lien Release Property Recording Filing Fees	As charged by the Matagorda County Clerk for recording
	Administrative cost to e-record property records	\$5.00

(Ord. No. 1625, § 2(Exh. A), 9-27-2018 ; Ord. No. 1633, § 2(Exh. A), 6-27-2019 ; Ord. No. 1639, § 2(Exh. A), 9-12-2019 ; Ord. No. 1653, § 2(Exh. A), 9-8-2020 ; Ord. No. 1658, § 2(Exh. A), 12-1-2020 ; Ord. No. 1660, § 2(Exh. A), 12-15-2020 ; Ord. No. 1664, § 2(Exh. A), 2-23-2021)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, ADOPTING A FEE SCHEDULE ATTACHED HERETO AS EXHIBIT “A” AND LABELED “APPENDIX B” TO BE ADDED TO THE CODE OF ORDINANCES OF THE CITY OF BAY CITY, TEXAS; ADOPTING FEES AND CHARGES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES AND CHARGES FOR CONVENIENCE; PROVIDING FOR REPEAL; PROVIDING FOR RATIFICATION; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bay City, Texas, (“City”) has adopted numerous ordinances that provide for fees and charges for various city services; and

WHEREAS, the City has determined that it would be convenient to consolidate those fees and charges into one ordinance that can be reviewed and amended as needed from time to time; and

WHEREAS, the City has adopted a budget for the 2023 fiscal year that incorporates these fees and charges specified herein on September 13, 2022; and

WHEREAS, the City has determined that the fees and charges specified herein are reasonable, necessary, fair, and designed to fund the various activities to which they pertain; and

WHEREAS, the City has determined that the fees and charges specified herein will promote the health, safety, and welfare of City;

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

Section 1. The facts and recitations contained in the preamble to this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. *Fees Schedule adopted.* The City hereby adopts the Fee Schedule attached hereto as Exhibit “A” and labeled “Appendix B” to be added to the City of Bay City, Texas, Code of Ordinances and imposes the fees and charges set forth therein upon the various services to which they pertain. These fees and charges shall be collected by the City in accordance with the various City ordinances that more particularly describe each such fee or charge.

Section 3. *Repeal.* All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

Section 4. *Ratification.* The City ratifies any past action taken regarding charging of fees.

Section 5. *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this ordinance, rule, or police regulation of the city shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or penalty not to exceed five hundred dollars (\$500.00). Each occurrence of any violation of this ordinance, rule, or police regulation shall constitute a separate offense. Each day on which any such violation of this ordinance, rule, or police regulation occurs shall constitute a separate offense.

Section 6. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bay City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. *Effective Date.* This Ordinance shall be effective on October 1, 2022 and may be published as required by law.

PASSED, APPROVED, AND ADOPTED on this 27th day of September 2022.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary
City of Bay City

Anne Marie Odefey, City Attorney

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Robert K. Nelson Mayor	_____	_____	_____
Floyce Brown	_____	_____	_____
Jim Folse Mayor Pro Tem	_____	_____	_____
Brad Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____
Blayne Finlay	_____	_____	_____

~ DISCUSS, CONSIDER, AND/OR APPROVE THE BUDGETARY AND FINANCIAL MANAGEMENT POLICY



EXECUTIVE SUMMARY

BUDGETARY & FINANCIAL MANAGEMENT POLICY

BACKGROUND:

The GFOA recommends that Financial Policies be reviewed by the governing body at least annually.

The Policy itself requires an annual review. This is usually reviewed in conjunction with the City’s annual budget process.

FINANCIAL IMPLICATIONS:

Financial Policies protect City dollars by providing sound proactive guidelines to follow for fiscal accountability.

IMPACT ON COMMUNITY SUSTAINABILITY:

Provides policy guidelines to protect City dollars.

RECOMMENDATION:

Staff recommends City Council annually approve the Budgetary and Financial Management Policy document.

ATTACHMENTS:

Budgetary & Financial Management Policy



Budgetary & Financial Management Policies

The goal of formally adopting financial management and budgetary policies is to provide sound guidelines in planning the City's financial future. The adoption and adherence to these policies will help ensure long-term financial stability and a healthy financial position for the City of Bay City.

General Budgetary Policies

Budget Preparation

The City Budget shall be prepared in accordance with all applicable Charter requirements and State laws. The goal each year shall be to present the Proposed Budget to Council no later than six weeks prior to the end of the fiscal year and for the final approval of the Budget to be ready for Council action no later than two weeks before the end of the fiscal year. The Budget shall be comprehensive in nature and address all major funds of the City.

Government Finance Officer Association Distinguished Budget Program

The goal this year and each year following will be for the City's Budget to conform to the requirements of the Distinguished Budget Program of the G.F.O.A. and be submitted thereto for peer review.

Balanced Budget

It shall be a requirement each year for the budget of each fund to be balanced. This means that total resources available, including prior year ending resources plus projected revenues, shall be equal to or greater than the projected expenditures for the coming year. In a case where a deficit fund balance does occur, the goal shall be to limit deficits to only those amounts representing one-time capital expenditures and/or to adjust revenues and/or expenses so that the deficit is eliminated in no more than two budget years.

Public Hearings, Availability of Budget to Public

Upon completion of the Proposed Budget to Council, the City holds public hearings in August and September. A copy of the Proposed Budget is made available in the City Secretary's Office, the Bay City Library, and on the City's website. These hearings provide the Citizens of Bay City a chance to ask questions as well as an opportunity for Council to hear any recommendations before final approval of the budget.

Cost Center Accounting and Budgeting

It shall be the policy of the City to allocate cost, and budget accordingly, to the various funds to the extent practical. This includes such items as utility costs, fuel costs, vehicle lease charges, overhead manpower and insurance fees.

Bond Ratings

It shall be the City's long-term goal to improve its bond ratings for general obligation bonds and revenue bonds. The City's policy shall be to manage its budget and financial affairs in such a way so as to promote enhancement of its bond ratings. This financial management includes the following:

- *Develop and maintain a multi-year operating budget*
- *Develop and maintain a multi-year capital improvements plan*
- *Implement financial procedures to quickly identify financial problems & limit budget shortfalls*
- *Review projected revenue methodologies annually*
- *Review method of determining appropriate cash reserve levels annually*

Administrative Overhead Fee to Enterprise Funds

It shall be the budgetary policy of each enterprise fund to pay to the General Fund an amount as set by the Budget each year. This charge shall be set as a percent of fund revenues and shall be construed as a payment for general administrative overhead, including management, accounting, legal, and personnel services. From an accounting perspective, such fee shall be treated as a fund operating transfer.

Budget Projections for Revenues and Expenditures

Most individual budget projections are a collaborative effort between the Division Heads, the Director of Finance, and the City Manager. The Director of Finance will note the methodology for estimating each major revenue or expense item budgeted; taking into consideration the insight of the respective Division Head. Revenue and expense estimates are always to be conservative so as to reduce any potential for budget shortfalls.

Maintenance of Plant and Equipment

The operating budget will provide for the adequate maintenance and replacement of the capital plant, building, infrastructure, and equipment. Deferral of such costs on a long-term continued basis will not be an acceptable policy to use in balancing the budget.

Financial Management Policies

Fund Balance Policy

Purpose

The purpose of this policy is to establish a key element of the financial stability of the City of Bay City by setting guidelines for fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54. Unassigned fund balance is an important measure of economic stability and it is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure the City maintains adequate fund balances in the operating fund with the capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant economic downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

Definitions

Fund Equity – A fund’s equity is generally the difference between its assets and its liabilities.

Fund Balance – The fund equity of a governmental fund for which an accounting distinction is made between the portions that are spendable and nonspendable.

Fund Balance reporting in governmental funds: Fund balance will be reported in governmental funds under the following categories using the *definitions* provided by GASB Statement No. 54:

- 1) **Nonspendable fund balance** – includes the portion of net resources that cannot be spent because of their form (i.e. inventory, long-term loans, or prepaids) or because they must remain in-tact such as the principal of an endowment.
- 2) **Restricted fund balance** – includes the portion of net resources on which limitations are imposed by creditors, grantors, contributors, or by laws or regulations of other governments (i.e. externally imposed limitations). Amounts can be spent only for the specific purposes stipulated by external resource providers or as allowed by law through constitutional provisions or enabling legislation. Examples include impact fees, grants, and debt covenants.
- 3) **Committed fund balance** – includes the portion of net resources upon which the Council has imposed limitations on use. Amounts that can be used only for the specific purposes determined by a *formal action* of the council. Commitments may be changed or lifted only by the Council taking the same *formal action* that originally imposed the constraint. The formal action must be approved before the end of the fiscal year in which the commitment will be reflected on the financial statements. An example would be committing hotel/motel tax funds for future consideration of a reconstruction project (i.e. Visitor’ Center).

- 4) **Assigned fund balance** – includes the portion of net resources for which an *intended* use has been established by the City Council or the City Official authorized to do so by the City Council. Assignments of fund balance are much less formal than commitments and do not require formal action for their imposition or removal. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed which indicates that resources are, at a minimum, intended to be used for the purpose of that fund. An example would be encumbrances (i.e. Purchase Orders) for purchase of goods and/or supplies and/or construction services.

Authority to Assign - The City Council delegates the responsibility to assign funds to the City Manager or their designee to be used for specific purposes. City Council shall have the authority to assign any amount of funds to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund. The assignments may occur subsequent to fiscal year-end.

- 5) **Unassigned fund balance** – includes the amounts in the general fund in excess of what can properly be classified in one of the other four categories of fund balance. It is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Minimum Unassigned Fund Balance

General Fund - Being a City on the Gulf Coast, it shall be the goal of the City to maintain a fund balance in the General Fund equal to 120 days of the operating expenditures and a policy to maintain a **unassigned** fund balance of no less than 90 days of operating expenditures and outgoing transfers as to provide operating liquidity and contingency funding for non-specific unscheduled expenditures such as natural disasters or major unexpected expenditures. In the event that the unassigned fund balance is calculated to be less than the policy stipulates, the City shall plan to adjust budget resources in subsequent fiscal years to restore the balance.

Hotel/Motel Tax Fund – Since the City’s Convention Center qualifies for use of Hotel/Tax, it shall be the goal of the City to maintain a fund balance in the Hotel/Motel Fund to support the annual cost for repairs and maintenance of the Civic Center. The proper level of this unassigned fund balance will be based on the most recent three-year average cost of building maintenance plus the most recent insurance payment for the Civic Center or \$50,000 whichever is greater.

Committed Fund Balances

Fixed or Capital Asset Replacement- The City Council commits an additional portion of the General Fund Reserve for fixed asset replacement related to machinery and equipment. On an annual basis, the City strives to commit dollars equal to one year’s depreciation expense of machinery and equipment for assets on record as of the previous fiscal year end. The balance at year end in this account will be the committed fund balance.

Replenishment of Minimum Fund Balance Reserves

If unassigned fund balance unintentionally falls below 90 days or if it is anticipated that at the completion of any fiscal year the projected unassigned fund balance will be less than the minimum requirement, the City Manager shall prepare and submit a plan to restore the minimum required level as soon as economic conditions allow. The plan shall detail the steps necessary for the replenishment of fund balance as well as an estimated timeline for achieving such.

These steps may include, but are not limited to, identifying new, nonrecurring, or alternative sources of revenue; increasing existing revenues, charges and/or fees; use of year end surpluses; and/or enacting cost saving measures such as holding capital purchases, reducing departmental operating budgets, freezing vacant positions, and/or reducing the workforce. The replenishment of fund balance to the minimum level shall be accomplished within a three to four-year period. If restoration of the reserve cannot be accomplished within such a period without severe hardship to the City of Bay City, then the Council shall establish an extended timeline for attaining the minimum balance.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Council, and unassigned fund balance), the Council will first spend the most restricted funds before moving down to the next most restrictive category with available funds.

Appropriation of Unassigned Fund Balance

Appropriation from the minimum unassigned fund balance shall require the approval of the City Council and shall be utilized only for one-time expenditures, such as capital purchases, and not for ongoing operating expenditures unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted.

The Council may appropriate unassigned fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum.

Monitoring and Reporting

The Director of Finance shall be responsible for monitoring and reporting the City's reserve balances. The City Manager is directed to make recommendations to the Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the fiscal year as needs may arise.

Compliance with the provisions of the policy shall be reviewed as a part of the annual operating budget adoption process and subsequent review will be included in the annual audit and financial statement preparation procedures.

Fund Balance Policy for Component Units

Each Component Unit (i.e. Bay City Community Development, Bay City Gas Company) shall create a fund balance/reserve policy that shall be approved by the City Council.

Revenue Management Policy

The City strives for the following optimum characteristics in its revenue system:

- ***Simplicity and Certainty.*** The City shall strive to keep the revenue classification system simple to promote understanding of the revenue sources. The City shall describe its revenue sources and enact consistent collection policies to provide assurances that the revenue is collected according to budgets and plans.
- ***Equity.*** The City shall make every effort to maintain equity in its revenue system structure. The City shall minimize all forms of subsidization between entities, funds, services, utilities, and customers.
- ***Realistic and Conservative Estimates.*** Revenues are to be estimated realistically. Revenues of volatile nature shall be budgeted conservatively.
- ***Centralized Reporting.*** Receipts will be submitted daily to the Finance Department for deposit and investment. Daily transaction reports and supporting documentation will be prepared.
- ***Review of Fees and Charges.*** The City shall review all fees and charges annually in order to match fees and charges with the cost of providing that service.
- ***Aggressive Collection Policy.*** The City shall follow an aggressive policy of collecting revenues. Utility services will be discontinued (i.e. turned off) for non-payment in accordance with established policies and ordinances. The Matagorda County Tax Office is responsible for delinquent tax collection, through the central collection agency, shall be encouraged to collect delinquent property taxes using an established tax suit policy and sale of real and personal property to satisfy non-payment of property taxes. A warrant officer in the Police Division will aggressively pursue outstanding warrants, and the Court will use a collection agency to pursue delinquent fines.

Use of Fund Balance and Non-Recurring Revenues

The City will use non-recurring revenues and excess fund balance for capital expenditures or for non-recurring expenditures. These non-recurring revenues will not be used to fund recurring type maintenance and operating costs. *For example, the City receives annual contributions from the City's two component units- the Bay City Gas Company and the Bay City Community Development Corporation. These*

appropriations are treated as non-recurring in the sense that they are committed for capital expenditures (i.e. park amenities and/or street projects).

Property Tax Revenue

All real and business personal property located within the City shall be valued at 100% of the fair market value based on the appraisal supplied by the Matagorda County Appraisal District. Reappraisal and reassessment is provided by the Appraisal District. A ninety-eight percent (98%) collection rate shall serve each year as a goal for tax collections and the budgeted revenue projection shall be based in average collection rate calculated by the Matagorda County Appraisal District. Property tax rates shall be maintained at a rate adequate to fund an acceptable service level. Based upon taxable values, rates will be adjusted to fund this service level. Collection services shall be contracted out with a collection agency, currently the Matagorda County Tax Office.

Interest Income

Interest earned from investment of available monies, whether pooled or not, shall be distributed to the funds in accordance with the equity balance of the fund from which monies were invested.

User Based Fees and Service Charges

For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset wholly or partially by a fee where possible. There shall be an annual review of fees and charges to ensure that the fees provide adequate coverage of costs of services.

Water and Wastewater Rates and other fees for Services

Water and wastewater shall be set to generate revenues required to cover operating expenditures, meet the legal requirements of applicable bond covenants, and provide for an adequate level of working capital. It is the goal of the City that the Water and Wastewater Fund, and other enterprise funds, not be subsidized by property tax revenue.

Intergovernmental Revenues/Grants/Special Revenues

Grant revenues and other special revenues shall be spent for the purpose(s) intended. The City shall review grant match requirements and include in the budget all grant revenues and expenditures.

Collection of Charges

The City will follow a policy of collecting, on a timely basis, all fees, charges, taxes and other revenues properly due to the City. The City will follow an aggressive policy of collecting all delinquencies due to the City.

Revenue Monitoring

Revenues actually received are to be regularly compared to budgeted revenues (at least monthly) with a formal report to City Council at least quarterly. If revenue estimates are down, the Director of Finance shall recommend to Council a corrective action to minimize the impact on the budget at the next available Council Meeting.

Expenditure Control Policy

Appropriations

The responsibility for budgetary control lies with the Department Head. Department Heads may not approve expenditures that exceed monies available at the departmental budget level excluding personnel and capital expenditures. Capital expenditures are approved by the City Council on a per project basis normally during the annual budget process.

Amendments to the Budget

In accordance with the City Charter, under Article 10.14 (Budget Amendments after Adoption) provides, that if, during the fiscal year, the City Treasurer certifies that there are available for appropriation revenues in excess of those estimated in budget, the Council, by ordinance, may make supplemental appropriations for the fiscal year up to the amount of the excess.

Central Control

Unspent funds in salary and capital allocation object codes may not be spent for any purpose other than their specifically intended purpose without prior authorization of City Manager.

City Manager's Authority to Amend the Budget

The City Manager is authorized to transfer budgeted amounts within and among departments; however any revisions that alter the total expenditures/expenses must be approved by the City Council.

Purchasing

All purchases shall be made in accordance with the Purchasing Policies approved by the City Council.

Prompt Payment

All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt, in accordance with the provisions of state law. Proper procedures shall be established that enables the City to take advantage of all purchase discounts, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

Long-Term Debt Policy

Revenue Bond Debt Service Account

It shall be the policy of the City to always be in strict compliance with the requirements of the ordinance that created the Revenue Bond Debt Service Fund. Monthly transfers are to be made to this account each year in accordance with the bond debt service payment schedule. The balance in the account must be adequate to cover semi-annual payments as they become due.

General Obligation Bond Debt Service Account

It shall be the policy of the City to always be in strict compliance with the requirements of the ordinance that created the General Obligation Bond Interest and Sinking Fund Account. Taxes, as applicable shall be distributed to this account monthly as received. Utility Revenues transferred to the Interest and Sinking Fund Account shall occur, as needed prior to the semi-annual payment dates. The balance in the account must be adequate to cover semi-annual payments as they become due.

Capital Improvement Plan (CIP)

The City will develop a multi-year plan to present to Council each year for approval. The City will provide a list of proposed capital improvements, funding recommendations, and prospective timing of projects. CIP projects shall be for equipment over \$10,000, infrastructure over \$50,000 and facilities over \$25,000. Any maintenance and operational cost shall be disclosed that could impact future operating budgets.

Debt Policy Guidelines

- The City will limit long-term debt to only those capital projects that cannot be financed from current revenues.
- The City will not use long-term debt to finance recurring maintenance and operating costs.
- The City will not issue long-term debt for a period longer than the estimated useful life of the capital project.
- Decisions will be made based on long term goals rather than a short- term fix.
- Debt Service Funds will be managed and invested according to all federal, state, and local laws
- Coverage Ratios of Revenue Bonds will always be in compliance with the minimum coverage ratio required by the revenue bond ordinances. It shall be the goal of the City to achieve a budgeted coverage ratio of 1.60.

Other Fund Use Information

Governmental Funds

Most government functions are financed through governmental funds. The acquisition, use, and balances of the City’s expendable resources and related current liabilities are accounted for through governmental funds. Long-term liabilities and fixed assets are not accounted for through governmental funds.

Proprietary Funds

These funds listed below are used to account for the ongoing activities of the City that are similar to those found in the private sector. These funds are financed through user charges to recover costs of services provided. Proprietary funds use accrual accounting, which means revenues are recognized when they are earned by the City and expenses are recognized when they are incurred. Enterprise funds are considered proprietary funds and are used to account for operations for the City’s Public Utility Fund and Airport Fund.

Working Capital Position- the goal shall be to maintain a working capital position equal to 120 days of the operating budget and a policy to maintain a working capital position no less than 90 days of the operating budget.

Public Utility Fund

It shall be the general policy of the City to commit a portion of the reserve for fixed asset replacement as it strives to budget for revenue to cover depreciation.

Airport Fund

It will be the general policy of the City that the fees collected will be spent on maintenance of the facilities grounds, and other structures. The goal shall be to reduce the reliance of the general fund tax dollars for this purpose.

Implementation and Review

Upon adoption of this policy the City Council authorizes the City Manager to establish any standards and procedures which may be necessary for its implementation. The Director of Finance shall review this policy at least annually and make recommendations for changes to the Mayor and City Council.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF AUGUST 2022.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

Jeanna Thompson, City Secretary

~ DISCUSS, CONSIDER, AND/OR APPROVE A RESOLUTION TO ADOPT THE CITY'S INVESTMENT POLICY



EXECUTIVE SUMMARY

INVESTMENT POLICY

BACKGROUND:

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

FINANCIAL IMPLICATIONS:

An Investment Policy protects City dollars by restricting certain types of transactions to minimize risk. It also enables the City to invest in other instruments to increase interest earnings.

IMPACT ON COMMUNITY SUSTAINABILITY:

It provides policy guidelines to protect the investments of tax dollars.

RECOMMENDATION:

Staff recommends City Council approve the Resolution to re-adopt the City's Investment Policy.

ATTACHMENTS:

Resolution and Investment Policy



Investment Policy and Strategy

I. POLICY STATEMENT

It is the policy of the City that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the “Act”) Texas Government Code Chapter 2256. It is the intent of the City to be in complete compliance with local law and the Act.

II. SCOPE

This investment policy applies to all the financial assets and funds of the City. The City commingles its funds into one pooled investment fund for investment purposes to provide efficiency and maximum investment opportunity. These funds are defined in the City’s Comprehensive Annual Financial Report (CAFR).

Any new funds created by the City shall be included unless specifically exempted by the City Council and this policy.

III. OBJECTIVES

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability/flow.

Safety

The primary objective of the City’s investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value.

Liquidity

The City’s investment portfolio shall be structured to meet all cash flow obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintain additional liquidity for unexpected liabilities.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. Supplemental to the financial and budgetary systems, the Investment Officer will develop and use a cash flow forecasting process as needed to monitor and forecast cash positions for investment purposes.

Diversification

The City’s portfolio shall be diversified by market sector and maturity in order to avoid market risk.

Yield

The benchmark of the City’s portfolio shall be the 3 month or 6 month U.S. Treasury, designated for its comparability to the City’s expected average cash flow pattern. The benchmark will serve as a risk measurement of the portfolio.

IV. STRATEGY

The City maintains one commingled portfolio for investment purposes which incorporates the specific investment strategy considerations and the unique characteristics of the fund groups represented in this portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue a conservative portfolio management strategy. This may be accomplished by creating a ladder maturity structure with some extension for yield advancement. **The maximum weighted average maturity (WAM) of the portfolio shall not exceed 2 years.**

V. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the “Act”). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

VI. INVESTMENT COMMITTEE

An Investment Committee consisting of the Finance Director and at least one Council Member shall meet at least quarterly to determine operational strategies and to monitor results. The Investment Committee shall discuss things such as economic outlook, portfolio diversification, maturity structure, and any potential risk of the City’s funds. In addition, this committee shall review investment purchases that occurred since the last investment committee meeting and approve new brokers.

VII. DELEGATION OF INVESTMENT AUTHORITY

The Finance Director acting on behalf of the City, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall attend at least one training session relating to the Officer's responsibility under this act within 12 months after assuming duties and thereafter, a training session should be attended not less than once every two years with at least 8 hours of instruction from an independent source. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

Officers will refrain from personal business that would conflict with proper and impartial execution of their duties. All personal and business relationships with entities doing business with the City will be disclosed to the Investment Committee.

Limitation of Personal Liability

The investment Officer and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

VIII. PRUDENCE

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

IX. INTERNAL CONTROLS

The Investment Officer shall establish and maintain an internal control structure which will be reviewed annually with the independent auditor of the City. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City. The internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Custodial safekeeping,
- Clear delegation of authority,
- Documentation of all transactions,

Monitoring Credit Ratings

The Investment Officer will monitor, on at least a monthly basis, the credit rating on all authorized investments in the portfolio that require a credit ratings based upon independent information from a nationally recognized credit agency. If any security falls below the minimum rating required by this Policy; the Investment Officer will immediately advise the Investment Committee of the loss of rating and the possible loss of principal. The Investment Committee and Investment Officer will decide on the prudent liquidation of the security.

X. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below and as further defined and described by the Public Funds Investment Act. If changes are made to the Act, they are not authorized until this Policy is modified and adopted by City Council.

- A. Obligations of the United States Government, its agencies and instrumentalities, and government sponsoring enterprises, not to exceed five years to stated maturity, including collateralized mortgage obligations (CMOs); CMO's cannot be either an Interest-Only or Principal-Only CMO nor can it be an inverse floater.
- B. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, with a maximum maturity of 24 months, collateralized with 102% coverage with:
 - In accordance with 2256.010 of the Act, certificates of deposit may be purchased from a Texas depository institution through a nationally coordinated program in which (a) the depository arranges for deposits in one or more federally insured depositories allowing for full FDIC coverage and (b) the depository receives comparable deposits from other linked depositories.
 - Collateral agreements must be in writing and require a bank resolution of approval.
- C. FDIC insured *brokered certificates of deposit securities* from a bank in any US State, delivery versus payment to the safekeeping agent, not to exceed five years to maturity. Before purchase, the Investment Officer must verify FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.
- D. Commercial paper rated A-1/P-1 or the equivalent by at least two nationally recognized rating agencies not to exceed 90 days to stated maturity.
- E. AAA-rated money market mutual funds as defined by the Public Funds Investment Act.
- F. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state, with a maximum maturity not to exceed five years, and having been rated as investment quality by a nationally recognized investment rating firm of not less than "A" or its equivalent.
- G. AAA-rated, constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act - must be approved by City Council.

No additional security will be eligible for investment by the City until this policy has been amended and the amended version approved by the City Council. *Exceptions* to investment maturities may be approved by council in order to meet debt service requirements.

Competitive Bidding Requirement

Generally, the City will seek competitive offerings for all securities, including certificates of deposit before it invests to verify that the City is receiving fair market value/price for the investment with the *exception* of new issues that are still in syndicate.

The City recognizes that a competitive offering process is not always necessary or is not always in the best interest of the City. On these occasions, the Investment Officer is authorized to purchase a security without seeking competitive offerings. Examples of these occasions are:

- A. Market conditions are changing rapidly.
- B. The security is a “new issue” that is still in the primary market.
- C. A specific type of security, maturity date, or rate of return is sought that may not be immediately available.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the City, shall be conducted on a delivery versus payment (DVP) basis. Funds shall not be released until receipt of the security by the City’s approved custodian.

Diversification

The City recognizes that investment risks can result from issuer defaults, and market price changes. Risk is controlled through portfolio diversification. The maximum limits for diversification will be:

Investment Type	Max % of Portfolio
US Obligations	not to exceed 80%
US Agencies/Instrumentalities	not to exceed 80%
-MB Securities	not to exceed 50%
Certificates of Deposits*	not to exceed 40%
Brokered CD*	not to exceed 20%
Commercial Paper	not to exceed 25%
Money Market Funds*	100%
Local Government Investment Pools	100%

*Limit per bank up to \$250,000 without collateralization agreement.

XI. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository

The City will designate at least one banking institution through a competitive process as its central banking services provider at least every five years in accordance with the Texas Government Code 105. Other banking institutions from which the City may purchase

certificates of deposit will also be designated after they provide their latest audited financial statements to the City. All depositories will execute a depository agreement and have the Bank’s Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

Security Broker/Dealers

The Investment Committee will review the list of authorized broker/dealers annually. The Investment Officer will obtain and maintain information on each broker/dealer. Securities broker/dealers not affiliated with a bank, who desire to transact business with the City must supply the following documents to be maintained by the Finance Department:

- audited financial statement for the most recent period,
- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission

Every broker/dealer, local government pool, and bank with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the City’s investment program. A representative of the firm will be required to return a signed certification stating the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the City.

XII. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by either the City, an independent third party financial institution, or the City’s designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City.

All securities pledged to the City for time or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank where the securities are pledged. The bank is responsible for monitoring collateral.

Collateralization

Collateralization shall be required on certificates of deposits over the FDIC insurance coverage of \$250,000. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

XIII. PERFORMANCE EVALUATION AND REPORTING

The Investment Officer shall submit quarterly reports to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment

program and consistent with statutory requirements. The Investment officer will report to the Investment Committee a report that will include the following at a minimum:

- A full description of all securities held at the end of the reporting period,
- Overall change in market value for each security and the change during the period as a measure of volatility (obtained by an independent source),
- Weighted average maturity (WAM) of the portfolio,
- Total earnings for the period,
- Compare market value of pledged securities to the ending balance of the City’s portfolio,
- Analysis of the total portfolio by maturity, by book value, and
- Statement of the compliance of the investment portfolio with the Act and the Investment Policy and Strategy of the City.

XIV. INVESTMENT POLICY AMENDMENTS

The Director of Finance and the Investment Committee shall review the Investment Policy and Strategy on an annual basis. Future recommended changes will be approved by the City Council amending the current Investment Policy and Strategy resolution on record.

WITNESS MY HAND AND SEAL OF OFFICE THIS 27th DAY OF SEPTEMBER 2022
PASSED AND APPROVED THIS 27TH DAY OF SEPTEMBER 2022.

ROBERT K. NELSON, MAYOR
CITY OF BAY CITY, TEXAS

ATTEST:

JEANNA THOMPSON, CITY SECRETARY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, ADOPTING AN INVESTMENT POLICY

WHEREAS, the City Council of Bay City recognizes that the administration of City funds and the investment of those funds as its highest public trust; and

WHEREAS, City Council annually adopts an investment policy to protect the administration of City funds and the investment of such funds; and

WHEREAS, the City’s Finance Director has recommended the adoption of the Investment Policy attached hereto; and

WHEREAS, deems it appropriate to adopt such policy.

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

Section one.

The Investment Policy attached hereto is hereby adopted annually beginning on October 1, 2022 and ending on September 30, 2023.

Section two.

Unless otherwise amended or revised by resolution of City Council, the Investment Policy shall remain in full force and effect and shall supersede such investment policies of prior date.

Section three.

This Resolution shall become effective October 1, 2022.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 27th DAY OF SEPTEMBER 2022.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

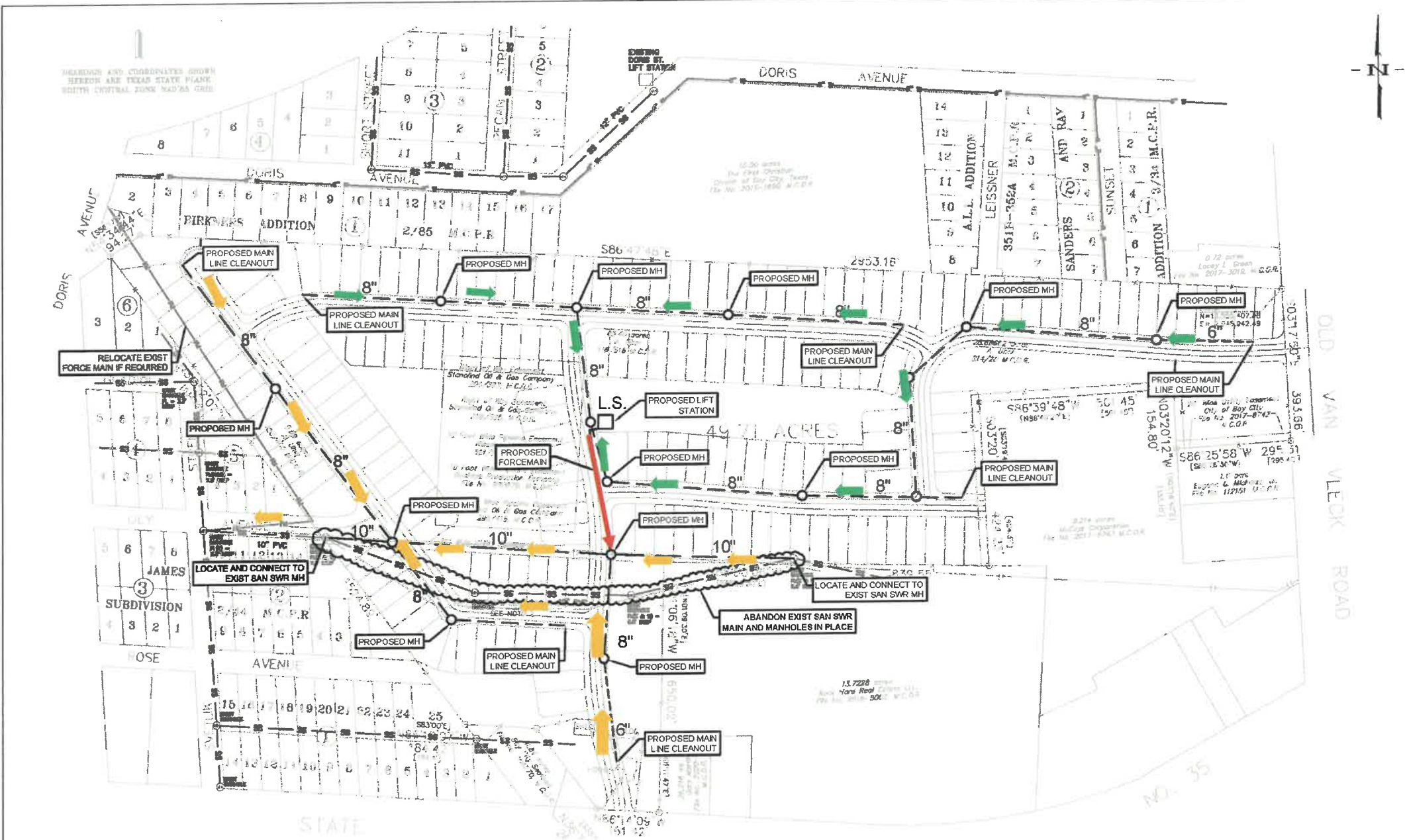
Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

Quote No: AJ045.
DATE: 8/12/22.

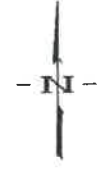
Texas Pride Utilities, LLC	
TIPS Contract No. RFP 211001.	
Maddox Bay City- utility extension	
Product/Manufacturer/Description	Item #
Clean/TV & Evaluation for Gravity Pipelines:	SECTION - A
14" - 20" Post TV Inspection After Rehabilitation	A32
Pipe Bursting Rehabilitation for Sewer Lines:	SECTION - D
Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	D17
Excavation and Additional Items:	SECTION - H
6" - 8" Point repair (8'- 12' deep)	H2
10" - 12" Point repair (8'- 12' deep)	H5
15" - 18" Point repair (8'-12' deep)	H8
6" - 8" Point repair extra length over 10 linear feet	H13
10" - 12" Point repair extra length over 10 linear feet	H14
External reconnect (8'- 12' deep) up to 5 linear feet	H18
Extra length service connection over 5 linear feet	H22
Remove and replace or install cleanout	H23
Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	H30
Trench safety (8-12' deep)	H34
Install New 4' DIA precast manhole 0' - 6' deep	H38
Extra depth 4' DIA precast manhole over 6' deep	H39
Cement stabilized sand	H54
Horizontal Directional Drilling (HDD)/ Boring/ Open Cut on Grass :	SECTION - I
15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	I16
Restoration and Additional Items:	SECTION - N
Saw Cutting up to 8" depth	N1
Repair/Rehab 2" Asphalt pavement	N3
Repair/Rehab 8" Flex base	N4
Repair/Rehab 8" Concrete pavement	N5
Crew Travel & Mobilization:	SECTION - P
Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	P13
*** If payment and performance bond is require, there will be a 2% charge from total quotation to cover the cost of the bond for each project awarded.	

Product/Manufacturer/Description	Item #	Unit Price	MSRP	% Discount	TIPS Price Discounted	QTY	Total Cost
14" - 20" Post TV Inspection After Rehabilitation	A32	LF	\$ 3.11	5%	\$ 2.95	1300	\$ 3,835.00
Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	D17	LF	\$ 96.84	5%	\$ 92.00	1300	\$ 119,600.00
6" - 8" Point repair (8'- 12' deep)	H2	EA	\$ 3,389.47	5%	\$ 3,220.00	1	\$ 3,220.00
10" - 12" Point repair (8'- 12' deep)	H5	EA	\$ 3,389.47	5%	\$ 3,220.00	1	\$ 3,220.00
15" - 18" Point repair (8'-12' deep)	H8	EA	\$ 3,873.68	5%	\$ 3,680.00	1	\$ 3,680.00
6" - 8" Point repair extra length over 10 linear feet	H13	LF	\$ 62.95	5%	\$ 59.80	36	\$ 2,152.80
10" - 12" Point repair extra length over 10 linear feet	H14	LF	\$ 62.95	5%	\$ 59.80	18	\$ 1,076.40
External reconnect (8'- 12' deep) up to 5 linear feet	H18	EA	\$ 1,452.63	5%	\$ 1,380.00	10	\$ 13,800.00
Extra length service connection over 5 linear feet	H22	LF	\$ 43.58	5%	\$ 41.40	150	\$ 6,210.00
Remove and replace or install cleanout	H23	EA	\$ 1,936.84	5%	\$ 1,840.00	1	\$ 1,840.00
Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	H30	EA	\$ 1,162.11	5%	\$ 1,104.00	6	\$ 6,624.00
Trench safety (8-12' deep)	H34	LF	\$ 8.42	5%	\$ 8.00	1300	\$ 10,400.00
Install New 4' DIA precast manhole 0' - 6' deep	H38	EA	\$ 4,917.89	5%	\$ 4,672.00	6	\$ 28,032.00
Extra depth 4' DIA precast manhole over 6' deep	H39	VF	\$ 435.79	5%	\$ 414.00	24	\$ 9,936.00
Cement stabilized sand	H54	Ton	\$ 38.74	5%	\$ 36.80	700	\$ 25,760.00
15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	I16	IN/DIA/LF	\$ 110.76	5%	\$ 105.22	700	\$ 73,654.00
Saw Cutting up to 8" depth	N1	LF	\$ 4.21	5%	\$ 4.00	1300	\$ 5,200.00
Repair/Rehab 2" Asphalt pavement	N3	SY	\$ 48.42	5%	\$ 46.00	700	\$ 32,200.00
Repair/Rehab 8" Flex base	N4	SY	\$ 38.74	5%	\$ 36.80	700	\$ 25,760.00
Repair/Rehab 8" Concrete pavement	N5	SY	\$ 116.21	5%	\$ 110.40	30	\$ 3,312.00
Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	P13	EA	\$ 3,684.21	5%	\$ 3,500.00	1	\$ 3,500.00
						Sub-Total	\$ 383,012.20



- Gravity to proposed lift station
- Gravity to tie in at Svetlik
- Short force main ties into gravity to Svetlik

**CONCEPTUAL WASTEWATER PLAN -
MADDOX SUBDIVISION
BAY CITY, TEXAS**



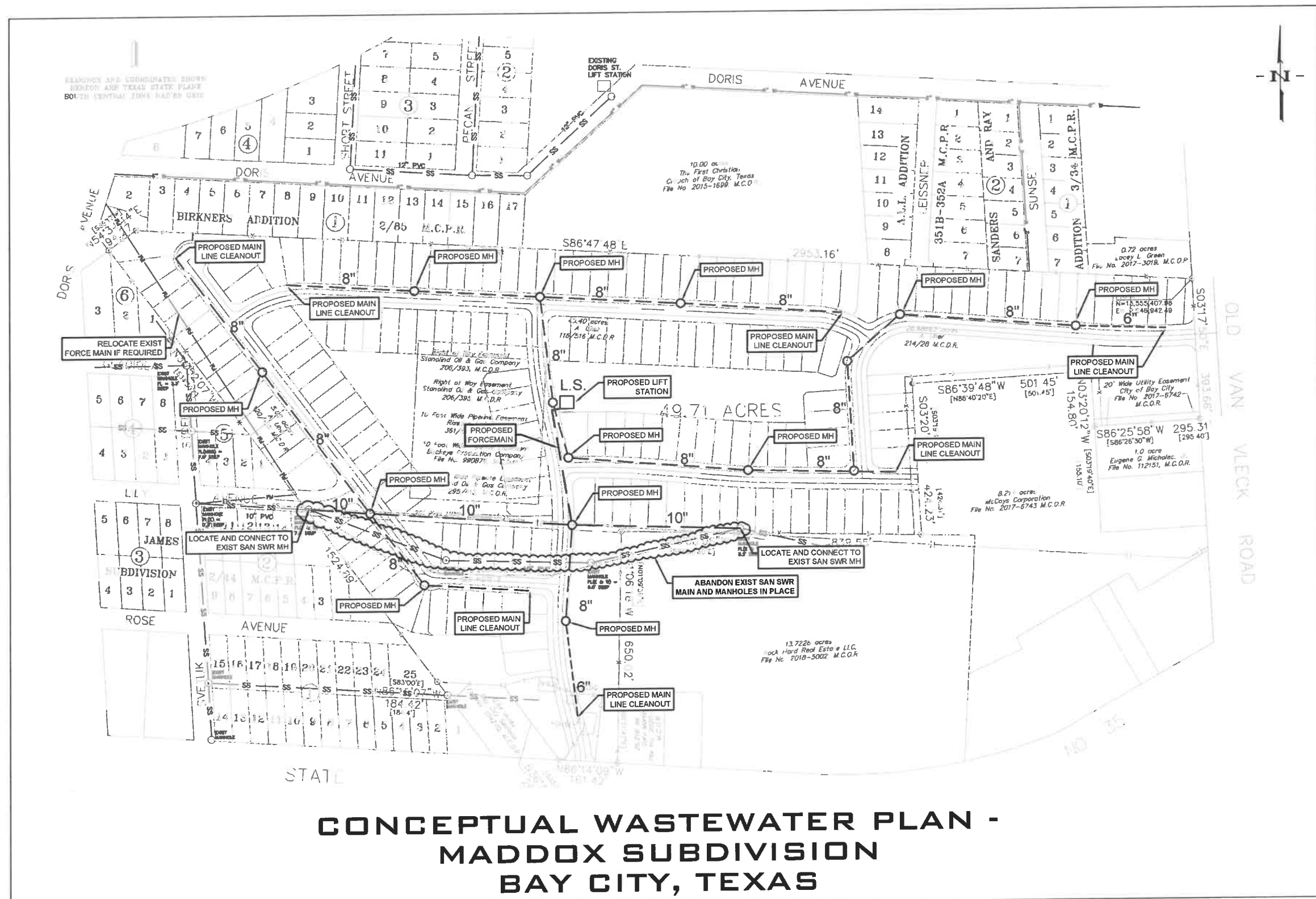
DRAWN BY:	D.J.G.
CHECKED BY:	S.P.M.
DATE:	MARCH 4, 2021
SCALE:	1"=250'

G & W ENGINEERS, INC.

● ENGINEERING ● SURVEYING ● PLANNING

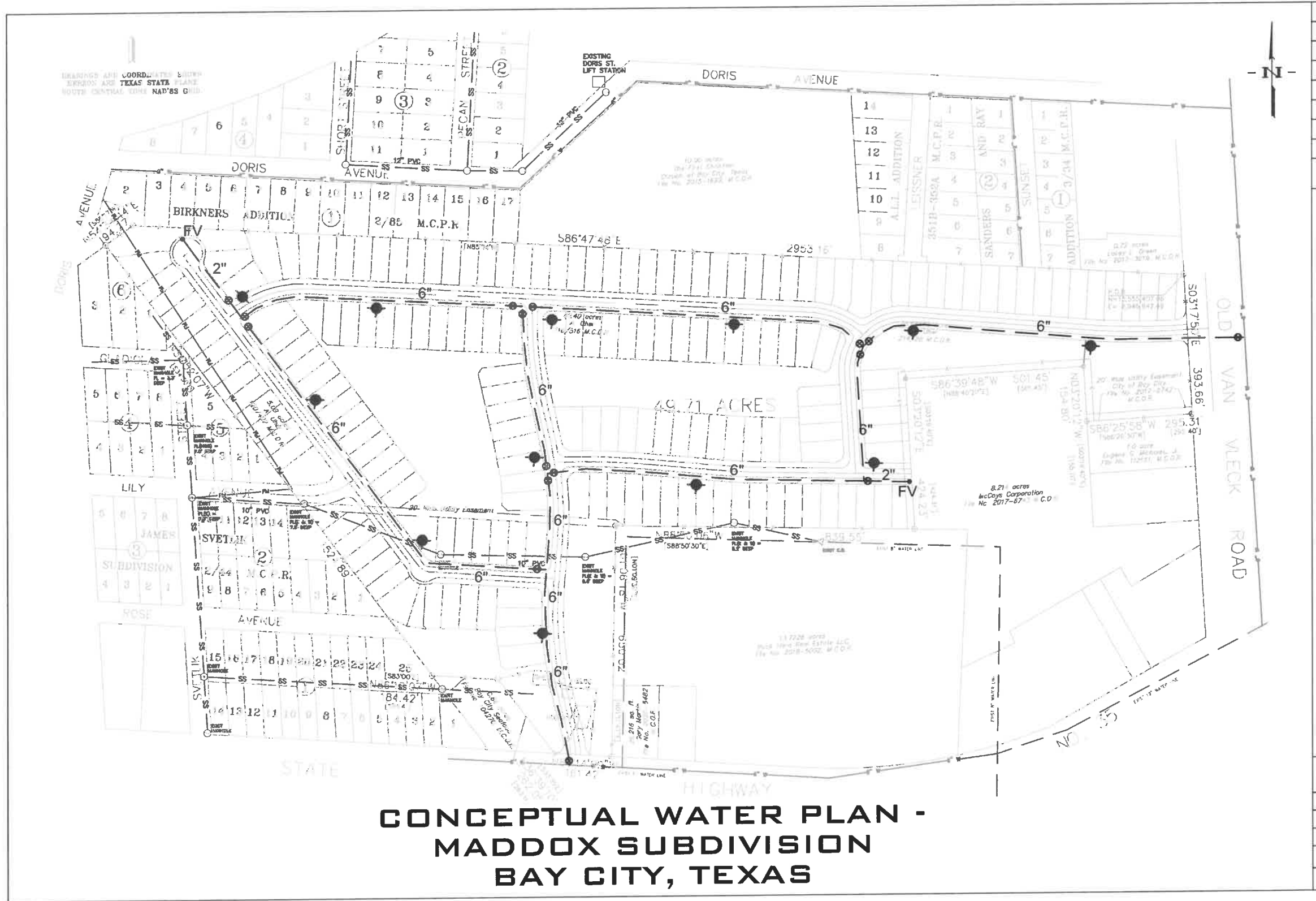
205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
 TBPE FIRM NO.: F04188
 (361) 552-4509; PORT LAVACA (979) 323-7100; BAY CITY

PRELIMINARY	
JOB NO.:	8716.001
SHEET NO.:	1 OF 1



**CONCEPTUAL WASTEWATER PLAN -
MADDOX SUBDIVISION
BAY CITY, TEXAS**

DRAWN BY: D.J.G.
CHECKED BY: S.P.M.
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ENGINEERING • SURVEYING • PLANNING
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ENGINEERING • SURVEYING • PLANNING

205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
 TBPE FIRM NO.: F04188
 (361) 552-4509; PORT LAVACA (979) 323-7100; BAY CITY

PRELIMINARY	
JOB NO.:	8716.001
SHEET NO.:	1 OF 1

The State of Texas, } Know all Men by These Presents:
COUNTY OF Matagorda.

That Henry Rugeley and T. J. Poole, - - - - -

of the County of - - Matagorda -- State of - - Texas, - - - - - for and in consideration
of the sum of One Dollar and the public benefits incident to the improve-
ment of the drainage in the city through the property conveyed ~~and~~ ~~to~~ ~~the~~ ~~city~~ ~~of~~ ~~Matagorda~~ ~~County~~ ~~of~~ ~~the~~ ~~State~~ ~~of~~ ~~Texas~~ ~~and~~ ~~the~~ ~~public~~ ~~benefits~~ ~~incident~~ ~~to~~ ~~the~~ ~~improve-~~

ment of the drainage in the city through the property conveyed ~~and~~ ~~to~~ ~~the~~ ~~city~~ ~~of~~ ~~Matagorda~~ ~~County~~ ~~of~~ ~~the~~ ~~State~~ ~~of~~ ~~Texas~~ ~~and~~ ~~the~~ ~~public~~ ~~benefits~~ ~~incident~~ ~~to~~ ~~the~~ ~~improve-~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
- - - - - City of Bay City, a municipal corporation, - - - - -
of the County of - - Matagorda - - - - - State of - - - - - Texas, - - - - - all that certain
certain tract, lots and parcels of land situated in Matagorda County,
Texas, more particularly described as follows:

Lots Numbered Three(3), Four(4), Five(5) and Nine(9), Ten(10),
Eleven(11) and Twelve(12), in Block Numbered One Hundred Forty-
five(145), in the Town of Bay City, Texas, according to the
recorded plat of same in the deed records of said County. - - - - -

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

City of Bay City, a Municipal Corporation of Matagorda County, Texas,

~~being~~ and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said City of Bay City,

~~heirs~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, except this warranty does not bind grantors to pay any taxes against the within described lots.

WITNESS our hands at Bay City, Texas,

this 4th day of August, A. D. 19 32.

Mary Ferguson

J. Poole

Witness at request of Grantor:

.....

.....

.....

THE STATE OF TEXAS,
COUNTY OF Matagorda.

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Henry Rugeley and T. J. Poole, subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of August, A. D. 19 32.

(L.S.)

S.P. Hamiel

Notary Public in and for Matagorda County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared wife of , known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

A. D. 19

(L.S.)

Notary Public in and for

County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

A. D. 19

(L.S.)

Notary Public in and for

County, Texas.

THE STATE OF TEXAS,
COUNTY OF Matagorda

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the 30 day of Aug. , A. D. 1932 at 10 o'clock a. M., and was duly recorded by me on the 30 day of Aug. A. D. 1932 in Vol. 95 page 216-17, of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Bay City, Texas the day and year last above written.

(L.S.)

Henry Rugeley
County Clerk Matagorda County, Texas.

By Deputy.

AGREED AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY AND EMPOWERMENT FOR EXCEEDING TOGETHER

WHEREAS, The City of Bay City (“the City”) owns the property located at 2320 Avenue K, Bay City, Texas (“the Premises”); and

WHEREAS, the City has entered a lease which allows the Premises to be used by Empowerment for Exceeding Together (“E4E2”) (“Tenant”); and

WHEREAS, the date of the Lease was omitted from the Lease, making the calculation of the term problematic; and

WHEREAS, the City wishes to authorize Tenant to sublease a portion of the premises to Literacy Volunteers of America, a non-profit organization providing services to combat illiteracy;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, it is agreed as follows:

This Lease is amended as follows and entered into effective as of this the 13th of March 2014 by and between the City of Bay City and Empowerment for Exceeding Together.

On the first page of the Lease, the section entitled “**Basic Terms**” is amended by inserting a date for the Lease:

“**Date:** February 14, 2013 ”

The “**Definitions**” section of the Lease is amended by inserting a Commencement Date:

“Commencement Date: February 14, 2013.”

The Lease is further amended by allowing for a variety of educational programs and adding a new section, numbered E(17), entitled “*Authorized Sublease*” and reading as follows:

“Notwithstanding Section B(8) of the Lease, Tenant may sublease a portion of the Premises to Literacy Volunteers of America (“Sublessee”). A sublease must address the following:

- a) Sublessee must assume responsibility for injury, loss, or damage to the Premises resulting from Sublessee’s use of the premises.
- b) The use to be one that is within the permitted uses and services to be provided at the Premises.
- c) An allocation of responsibility for utility costs.
- d) A term to coincide with the Term of the underlying lease between City and Tenant.
- e) Sublessee’s commitment to be bound by the “Clauses & Covenants” of the Lease between City and Tenant, specifically Sections A(7), A(8), B(1), B(2), B(3), B(4), B(5), B(6), B(7), and B(8).

Before executing such a sublease, Tenant agrees to submit the proposed sublease to City Council for formal approval.”

CONTINUED CONDITIONS

The original Lease is attached as Exhibit A, and is incorporated herein for all purposes.

All other provisions of the Lease will remain in effect as originally agreed.

EXECUTED THIS THE _____ DAY OF MARCH, 2014.



MARK BRICKER
Mayor



Authorized Representative

Lease

Basic Terms

Date:

Landlord: City of Bay City

Landlord's Address: 1901 Fifth Street
Bay City, Texas 77414

Tenant: Empowerment for Exceeding Together

Tenant's Address: 3318 Avenue D
Bay City, Texas 77414

Premises

Street address: 2320 Avenue K

City, state, zip: Bay City, Texas 77414

Term (months): 12 Months. Notwithstanding any provision contained herein to the contrary this Lease may be terminated by either party without cause upon 30 days written notice to the other party.

Commencement Date:

Termination Date: 365 days from commencement date. Lease shall renew annually unless terminated by either party.

Base Rent (annually): One Dollar

Security Deposit: NONE

Permitted Use: Provide Vocational skills training and educational assistance to individuals pursuing a Graduation Equivalent Diploma.

Insurance: Tenant shall not be required to maintain insurance under the terms of this Agreement. However, notwithstanding any provision in this Agreement to the contrary; Tenant shall be solely responsible for any injury, loss or damage to Tenant's property regardless of cause of such loss or damage.

Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

“Essential Services” means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

“Injury” means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Lienholder” means the holder of a deed of trust covering the Premises.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all laws relating to Tenant’s use, maintenance of the condition, and occupancy of the Premises and Tenant’s use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Obtain and pay for all utility services used by Tenant and not provided by Landlord.
5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
7. Vacate the Premises on the last day of the Term.
8. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT’S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d)**

WILL APPLY EVEN IF AN INJURY IS CAUSE IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws relating to Landlord's operation of the Premises.
3. Provide the Essential Services.
4. Repair, replace, and maintain the (a) roof, (b) foundation, and (c) structural soundness of the exterior walls, excluding windows and doors.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

4. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

5. *Default by Tenant/Events.* Failing to comply within ten days after written notice with any provision of this lease.

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet.

7. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

8. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

9. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

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

11. *Venue.* Exclusive venue is in the county in which the Premises are located.

12. *Entire Agreement.* This lease constitutes[s] the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease.

13. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

14. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

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

16. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

BY Landlord: City of Bay City Texas



Mark Bricker, Mayor

BY Tenant: Empowerment for Exceeding Together



[Name and title of tenant's representative]



A PUBLIC RELATIONS MANAGEMENT FIRM

**CONSULTING SERVICES AGREEMENT BETWEEN
PATRIOT STRATEGIES, LLC
AND
MATAGORDA COUNTY, TEXAS**

This Consulting Services Agreement, dated this 16th day of September, 2022 ("Agreement"), is by and between MATAGORDA COUNTY, TEXAS, located at 1700 7th Street, Bay City, Texas 77414, and referred to in this agreement as "Matagorda County", and PATRIOT STRATEGIES, LLC, a District of Columbia corporation, having its principal office at 1717 Pennsylvania Avenue, NW, Suite 1025, Washington, DC 20006, and referred to in this agreement as "Patriot".

The parties stated above, agree as follows:

ARTICLE I. SCOPE OF WORK

Section 1.01 Scope. Patriot shall provide government affairs and public relations consulting services to Matagorda County with regard to opportunities in Washington, DC, in particular the Infrastructure Investment and Jobs Act of 2021, and before the State of Texas, as it relates to the Infrastructure Investment and Jobs Act of 2021, as well as other federal funding. Specifically, Patriot will assist Matagorda County with strategic communications with state and federal officials and legislators, and in identifying and pursuing federal and state governmental appropriations and any other initiatives. As part of its effort, Patriot will meet with Members of Congress, key leaders within federal agencies, and White House designated Infrastructure funding leaders. Additionally, Patriot will meet with State leaders at is relates to federal funds already designated to the State of Texas, in order to direct these funds to Matagorda County.

Section 1.02 Project Management. George Seymore, Patriot President, and Stephen Hofmann, Patriot Executive Vice President, will personally manage the Patriot services being provided to Matagorda County. In doing so, they will task and oversee other members of Patriot professional staff.

ARTICLE II. TERM AND PROFESSIONAL FEES

Section 2.01 Duration. This Agreement shall be effective on September 21, 2022, and shall continue until September 20, 2023 (the "Term").

Section 2.02 Monthly Fees. Matagorda County agrees to pay Patriot a flat fee of Four Thousand Five Hundred Dollars (\$4,500 USD) each month during the Term. The first month's fee is due and payable upon execution of this Agreement. Each subsequent month's fees will become due and payable in advance, upon receipt of an invoice. This flat monthly fee covers Patriot's labor for work, projects, or initiatives within the Scope of Work set forth in Section 1.01. Any work, projects, or initiatives that exceed the scope of work described in Section 1.01 must be pre-approved by both parties.

Section 2.03 Community Outreach and Public Relations. Matagorda County shall pay Patriot a fee for community outreach and public relations, which shall be equivalent to 2.75% of the federal and/or state government funding received by Matagorda County, that is directly related to work performed by Patriot. The 2.75% fee is contingent upon Matagorda County receiving the federal and/or state funding that Patriot is responsible for. Further, Matagorda County shall pay Patriot the 2.75% fee for any funding secured by Matagorda County, due to work by Patriot during the contract, but the funding is received by Matagorda County after the end of the contract. The 2.75% fee for any funding secured by Matagorda County due to work by Patriot after the duration of the contract, shall not be honored by Matagorda County, unless mutually agreed to by both parties.

Patriot will protect the funding from potential governmental cuts as well as from other government entities. Further, Patriot will work to minimize the regulations that could be added to the funding. Finally, Patriot will work to make sure the projects maintain their full funding throughout the duration of the project.

ARTICLE III. EXPENSES

Section 3.01 Out-of-Pocket Expenses. All travel must be pre-approved by Matagorda County.

ARTICLE IV. PAYMENTS, LATE FEES AND COLLECTION

Section 4.01 Payments. The preferred method of payment is bank wire transfer. Funds coming from our international clients shall be set up for bank wire transfer or Swift Code. Payments are in US dollars (USD). Matagorda County shall direct all remittances via bank wire, attention: Mr. George Seymore, President, (phone: (202) 570-5459). Remit via wire transfer as follows:

Bank Information:	Bank of America, N.A.
	2001 Pennsylvania Ave NW FRNT 1
	Washington, DC 20006
Bank Phone:	(202) 624-4950
Wire Number Routing Code:	054001204
Account Number:	2260 0612 4366
ABA:	026009593
For International-	
Swift Code:	BOFAUS3N

If you have any questions, contact billing via email: billing@patriotstrategies.com.

ARTICLE V. TERMINATION

Section 5.01 Termination. Matagorda County may terminate the agreement by providing Patriot at least thirty (30) days prior, written notice of its intent to terminate. In such case, Matagorda County will honor the 2.75% community outreach fee payable to Patriot, as it relates to any funding to which Patriot is responsible for securing for Matagorda County within the duration of the 12 month contract. If Matagorda County receives funds after the duration of the contract, that is directly related to work performed by Patriot, Matagorda shall honor the 2.75% fee. The 2.75% fee for any funds secured by Matagorda County due to work by Patriot, but after the duration of the contract, shall not be honored by Matagorda County, unless mutually agreed to by both parties. Any further obligations of Matagorda County shall cease. Patriot may terminate the agreement by providing Matagorda County at least twenty (20) days prior, written notice of its intent to terminate. In such case, Patriot's obligations hereunder shall cease.

Section 5.02 Account Balances. In the event this Agreement is terminated pursuant to Section 5.01, all accrued balances will be due within ten (10) calendar days of termination.

ARTICLE VI. CONFIDENTIALITY

Section 6.01 Confidentiality. Matagorda County and Patriot shall keep all matters between the parties, including the provisions of this Agreement and any methods, trade secrets or proprietary information, confidential and shall not transfer, communicate, or delivery any such information to a third party, whether or not for compensation, without the express prior authorization of both parties, or as required by law.

ARTICLE VII. MISCELLANEOUS

Section 7.01 Applicable Law. This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements between District of Columbia residents entered into and performed entirely in the District of Columbia. The exclusive venue for any claim, controversy, or dispute which arises between the parties from or related to this Agreement shall be the Superior Court of the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objection to such venue.

Section 7.02 Federal & State Lobbying Registration. The Federal Lobbying Disclosure Act, as amended, and any applicable state or local statute, may require Patriot to file and maintain registration and activity reports regarding its lobbyists, lobbying activity, and lobbying income earned pursuant to this Agreement. Matagorda County acknowledges that, where Patriot, in its sole discretion, deems disclosure necessary, it will disclose Matagorda County as a recipient of Patriot lobbying efforts.

Section 7.03 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous representation, proposal, warranty, understanding, or agreement, written or oral, regarding such subject matter.

Section 7.04 Assignment. Matagorda County may not assign this Agreement, in whole or part, nor may it delegate its duties hereunder without the written consent of Patriot.

Section 7.05 Amendment and Waiver. This Agreement may be amended or modified only upon the written consent of the authorized representatives of Patriot Strategies and Matagorda County, Texas. The obligations of Patriot Strategies and Matagorda County under this Agreement may only be waived by written consent of the party waiving its rights or obligations.

In Witness Whereof, the authorized representatives of the parties have executed this Agreement as of the date first set forth herein.

MATAGORDA COUNTY, TEXAS

By _____
Official Representative
Matagorda County, Texas

PATRIOT STRATEGIES, LLC

By _____

George Seymore
President and Chief Executive Officer
Patriot Strategies, LLC