



# CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, July 27, 2021 at 6:00 PM  
COUNCIL CHAMBERS | 1901 5th Street

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## COUNCIL MEMBERS

**Mayor:** Robert K Nelson

**Mayor Pro Tem:** Jason W. Childers

**Council Members:** Becca Sitz, Bradley Westmoreland, Floyce Brown, Jim Folse

*Bay City is committed to developing and enhancing the long-term prosperity, sustainability, and health of the community.*

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## AGENDA

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**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

### 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*

### CERTIFICATION OF QUORUM

### MISSION STATEMENT

The City of Bay City is a community that fosters future economic growth, strives to deliver superior municipal services, invests in quality of life initiatives and is the gateway to the great outdoors. We encourage access to our unique historical and eco-cultural resources while maintaining our small-town Texas charm.

*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.

#### **CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

- 1. Minutes of City Council Regular Meeting on June 22, 2021.**
- 2. Meeting minutes of City Council Budget Workshop held on July 13, 2021**
- 3. Ratify an agreement authorizing AEP Texas to replace upon failure of an existing street light fixture with corresponding alternative AEP LED Street Light.**

#### **REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL**

**4. Public Hearing ~**

**Proposed amendment to the city's 2019 CDBG-DR Program Contract No. 20-065-048-C142. This amendment will add additional improvements including a bar screen cleaner, SCADA tower, trash box, sidewalk, driveway and fencing to the project while maintaining the same beneficiaries, scope and budget as the original project.**

**5. Public Hearing ~**

**Receive comments from members of the public concerning the Bay City Gas Company's notice of intent to increase rates effective August 1, 2021 establishing the rate schedule is set out fully in the Notice of Intent attached hereto.**

**6. Rates ~ Discuss, consider, and/or approve the Bay City Gas Company's Notice of Intent to increase rates effective August 1, 2021.**

**7. Variance ~ Discuss, consider, and/or a approve a variance to section 114-70 and 114-111 of the Code of Ordinance permitting the use of the existing water well and new septic system installation on property located at AB 009, Boman & Williams, Tract 25, 39.81 acres (2100 Pine Knoll Road). Lee Payne**

**8. Bid Award ~ Discuss, consider, and/or award the construction bid for the AMI Water Meter Replacement Project under the Texas Water Development Board Funding for the Drinking Water SRF Projects to Accurate Utility Supply and authorize the Mayor and/or City Manager to execute a contract approved to form by the City Attorney between the City of Bay City, Texas and Accurate Utility Supply. Louis Rodriguez, Assistant Public Works Director**

**9. Resolution ~ Discuss, consider and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointments to the Board of Directors of Reinvestment Zone Number One (#1), City of Bay City. Shawna Burkhart, City Manager**

10. **Resolution ~ Discuss, consider and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointments to the Board of Directors of Reinvestment Zone Number Two (#2), City of Bay City.** Shawna Burkhart, City Manager
11. **Resolution ~ Discuss, consider and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointments to the Board of Directors of Reinvestment Zone Number Three (#3), City of Bay City.** Shawna Burkhart, City Manager
12. **Policy ~ Discuss, consider, and/or approve the appointment of Council Members as Liaisons to City Administrative Divisions.** Shawna Burkhart, City Manager

#### **CLOSED / EXECUTIVE SESSION**

13. **Legal ~ Executive Session pursuant to Section 551.071 of the Texas Government code (Consultation with Counsel on legal matters).**

#### **OPEN SESSION**

Discuss, consider and/or take action on item(s) listed in Executive/Closed Session, (if any).

#### **ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS**

#### **ADJOURNMENT**

#### **AGENDA NOTICES:**

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

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

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

### **CERTIFICATION OF POSTING**

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, July 27, 2021 before 6:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

# CITY OF BAY CITY

MINUTES • JUNE 22, 2021

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COUNCIL  
CHAMBERS | 1901  
5th Street

City Council Regular Meeting

6:00 PM

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1901 5TH STREET  
BAY CITY TX, 77414



**Mayor**

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Robert K. Nelson

**Councilman**

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Jim Folse

**Mayor Pro Tem**

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Jason W. Childers

**Councilman**

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Bradley Westmoreland

**Councilwoman**

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Becca Sitz

**Councilwoman**

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Floyce Brown

*Bay City is committed to developing and enhancing the long-term prosperity, sustainability, and health of the community.*

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**CALL TO ORDER**

The meeting was called to order at 6:00 pm by Mayor Rober K. Nelson.

**INVOCATION & PLEDGE**

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

*Councilwoman Floyce Brown*

**CERTIFICATION OF QUORUM****PRESENT**

Mayor Robert K. Nelson  
Mayor Pro Tem Jason W. Childers  
Councilwoman Floyce Brown  
Councilman Jim Folse  
Councilwoman Becca Sitz

**ABSENT**

Councilman Brent P. Marceaux

**MISSION STATEMENT**

The City of Bay City is a community that fosters future economic growth, strives to deliver superior municipal services, invests in quality of life initiatives and is the gateway to the great outdoors. We encourage access to our unique historical and eco-cultural resources while maintaining our small-town Texas charm.

*Councilwoman Floyce Brown*

**APPROVAL OF AGENDA**

Motion made by Councilwoman Brown, Seconded by Councilwoman Sitz to approve the agenda. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**PUBLIC COMMENTS**

David Torrez, addressed the parking downtown and how the new striping did not work. Mr. Torrez is concerned about water meters always broke and city not replacing and the roads not getting patched.

**APPROVAL OF MINUTES**

1. **Minutes of Council Workshop meeting on May 25, 2021.**

Motion made by Mayor Pro Tem Childers to approve the minutes of the Council Workshop meeting on May 25, 2021, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**2. Minutes of City Council Regular Meeting on May 25, 2021.**

Motion made by Mayor Pro Tem Childers to approve the minutes of Council Regular Meeting on May 25, 2021, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**3. Minutes of City Council Regular Meeting on June 8, 2021.**

Motion made by Mayor Pro Tem Childers to approve the minutes of Council Regular Meeting on June 8, 2021, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**CANDIDATE INTRODUCTIONS**

The following candidates introduced themselves and gave Council a brief summary of their qualifications and desire to serve: Imelda Howard, Josesh Enoch, Jessica Hartman, and Donnye Stone.

Candidate Brad Westmoreland, called from out of the country and gave Council a brief summary of his qualifications and desire to serve.

**CLOSED / EXECUTIVE SESSION**

- 4. Pursuant to the Texas Government Code Section 551.074 (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: City Council Position Number 3**

Council adjourned into an Executive Session at 6:27 pm.

**OPEN SESSION**

Council reconvened into a Regular Session at 6:46 pm

Motion made by Councilwoman Brown to appoint Brad Westmoreland as City Council Position 3, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL****5. Policy ~ Swearing-in of appointed official for vacancy in Council Position number 3.**

Appointed candidate was not available to be sworn in and item was tabled.

**6. Bids ~ Discuss, consider, and/or reject all construction bids for the Cottonwood Creek Diversion Channel Improvements Project Grant GLO-CDR 20-065-048-C142.**

Barry Calhoun, Public Works Director, requested Council to reject all bids. All bids came in too low and lowest bidder has not done this type of work in years. Mr. Calhoun stated that they will up the scope of the work and rebid.

Motion made by Mayor Pro Tem Childers to reject all construction bids for the Cottonwood Creek Diversion Channel Improvements Project, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**7. Report ~ Receive a report from GFL (WCA) on the sanitation operations in the City of Bay City and discuss, consider, and/or approve GFL's CPI rate increase request pursuant to the Solid Waste Contract with GFL.**

Derek Banks, with GFL, introduced the CPI rate increase request for solid waste. Also discussed the level of service, there has been improvement. February freeze set them back. There 49 bulk complaints since March this year, other categories have improved or maintained. Houston helped with catch up on bulk pick up on Saturdays. Now back on track. There are no plans for operational changes from WCA. Councilwoman Brown stated that there have been complaints about replacing trash bin having to bring in old one and Mr. Banks says that is a miscommunication that GFL needs to look into. Councilwoman Brown an apartment complex their dumpster is too high to get trash in. Mr. Banks stated he would look into as to which style they received. Krystal Mason, City Code Compliance Officer, addressed the challenges of last year and complimented Derek and crew working with City. Ms. Mason recommended the increase of 1.5%.

Motion made by Mayor Pro Tem Childers to approve the CPI rate increase, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

**8. Report ~ Utility Billing Department update.**

Scotty Jones, Finance Director, gave a report addressing the calls for utility billing. Ms. Jones reviewed the causes such as winter storm and the the collectors went done. As



the collectors come back on line, they showed water usage from the water from dripping and broke pipes water usage. They have been working with customers on payment plans and offsetting sewer. They have helped 253 customers and given \$45,000 in credit.

- 9. Property ~ Discuss, Consider, and/or grant a 15 foot wide Easement and Right of Way to AEP Texas Inc. within a tract of land containing 14,33 acres of land, more or less, out of the Thos. Cayce League, Matagorda County, Texas, and being a portion of Lot No. 5 of the Subdivision of the Elliot Lands, Matagorda County, Texas, being further described in Volume 99, Page 102, Deed Records of Matagorda County, Texas.**

Shawna Burkhart, City Manager, Parks and Recreation Director, presented a Right of Way thru Le Tulle park to upgrade LCRA power needs, this will reroute to follow road way instead of thru the trees. Shawn Blackburn, Parks and Recreation Director, gave more details of the need for the right of way.

Motion made by Mayor Pro Tem Childers to grant the easement right of way, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried.

- 10. Report ~ Report regarding sidewalk maintenance and pending sidewalks.**

Shawna Burkhart, City Manager, presented a report stating that in the 5 and 10 year Capital plans the City has included sidewalk maintenance. Has spoken to TxDOT, they are going south of 35 from Walmart to Hospital, but no time frame but have survey.

## **ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS**

Mayor introduced Bay Scout Troop 45, working on their merit badges in citizen of the community and communication badge. Scouts were Levy Pierce and Grant Friesenhahn.

Councilwoman Sitz stated there was a safety issue on avenue g and cottonwood regarding the sidewalk. Asked to see the letter sent to Siemans.

Mayor Pro Tem Childers stated that he was glad to see the applications for Position 3 and qualified candidates and thanked those that had applied.

## **ADJOURNMENT**

Motion made by Councilwoman Brown to adjourn, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilwoman Brown, Councilman Folse, Councilwoman Sitz. Motion carried and the meeting adjourned at 7:26 pm.

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**PASSED AND APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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ROBERT K. NELSON, MAYOR

CITY OF BAY CITY, TEXAS

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JEANNA THOMPSON

CITY SECRETARY

# CITY OF BAY CITY

MINUTES • JULY 13, 2021

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COUNCIL  
CHAMBERS | 1901  
5th Street

City Council Workshop - Budget

4:00 PM

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1901 5TH STREET  
BAY CITY TX, 77414



**Mayor**

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Robert K. Nelson

**Councilman**

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Jim Folse

**Mayor Pro Tem**

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Jason W. Childers

**Councilman**

---

Bradley Westmoreland

**Councilwoman**

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Becca Sitz

**Councilwoman**

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Floyce Brown

*Bay City is committed to developing and enhancing the long-term prosperity, sustainability, and health of the community.*

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**CALL TO ORDER**

Mayor Robert K. Nelson called the meeting to order at 4:00 PM.

**CERTIFICATION OF QUORUM****PRESENT**

Mayor Robert K. Nelson  
Councilwoman Floyce Brown  
Councilman Jim Folse  
Councilwoman Becca Sitz  
Councilman Brad Westmoreland

**ABSENT**

Mayor Pro Tem Jason W. Childers

**PUBLIC COMMENTS**

There were no public comments.

**REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND / OR APPROVAL**

**1. Budget ~ Receive and Discuss the Budget Proposals from Other Organizations for the 2022 Fiscal Year.**

Kristie Pustejousky, Executive Director for Economic Action Committee of the Gulf Coast, presented Council a report of EAC statistics and activities performed during the past year. Councilwoman asked where the funding for payroll comes from and Ms. Pustejousky replied from other funding such as Title 3 and Title 20. Councilwoman Sitz added that the American Rescue Act funds could be used towards building repairs. Ms. Pustejousky stated that she is happy with \$10,000 that the City has budgeted.

**2. Budget ~ Receive and Discuss the Bay City Community Development Budget Proposal for the 2022 Fiscal Year.**

Jessica Russell, BCCDC Executive Director, gave Council a summary of their budget. Ms. Russell discussed that they are bringing back the website grant program for businesses. Total expenses down from last budget.

**3. Budget~ Receive and Discuss the Bay City Hotel/Motel Budget Proposal for the 2022 Fiscal Year.**

Heidi Martinez, Tourism Manager, reviewed the Hotel/Motel fund stating their focus was on a balanced budget. Last years COVID-19 has some effect on tourism, but they are focusing on beautifying the City with artist themes and seeking grants from Keep Texas Beautiful.

Scotty Jones, Finance Director, discussed the Hotel Motel Taxes received and budgeted a conservative amount. There is a reserve amount of \$31,500 that may be used for the LeTulle Park stage and Chamber of Commerce electronic upgrades. Ms. Jones also stated that the City has spent approximately one half million on the Texas Theater and has budget monies for incidentals until a decision is made as to what to do.

Shawna Burkhart, City Manager, reviewed the Museum, Volunteer Fire Department and Chamber of Commerce budgets. All remained same except Chamber's was slightly higher.

There were discussion regarding Volunteer Firemen and retention and retirement benefits.

## ADJOURNMENT

Motion made by Councilwoman Brown to adjourn the meeting, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Councilwoman Brown, Councilman Folse, Councilwoman Sitz, Councilman Westmoreland. Motion carried and Council adjourned at 4:55 pm.

**PASSED AND APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
JEANNA THOMPSON  
CITY SECRETARY

# CITY OF BAY CITY



CITY COUNCIL

SHAWNA BURKHART  
CITY MANAGER

ROBERT K. NELSON  
MAYOR

JASON CHILDERS  
MAYOR PRO TEM

ANNE MARIE ODEFEY  
CITY ATTORNEY

JEANNA THOMPSON  
CITY SECRETARY

BILL CORNMAN  
BRENT MARCEAUX

JULIE ESTLINBAUM  
BECCA SITZ

Dear AEP Texas,

The City of Bay City ("City"), has reviewed the Traditional Street Light and Alternative AEP LED Street Light chart listed below. The "City" hereby authorizes AEP Texas to replace, upon the failure of an existing light fixture, the current Traditional Street Light with a corresponding alternative AEP LED Street Light, as described herein, at no cost.

### LED Lighting Options

Traditional Street Light				Alternative AEP LED Streetlight			
Fixture	kWh	Fixture Charge	Total Charge per month*	Fixture	kWh	Fixture Charge	Total Charge per month*
100 W MV	40	\$5.18	\$8.38	20-60 W LED (43 W)	14	\$6.03	\$7.15
175 W MV	70	\$5.87	\$11.47	61-100 W LED (71 W)	29	\$6.13	\$8.45
400 W MV	145	\$9.62	\$21.22	120-160 W LED (122 W)	46	\$8.96	\$12.64
				OR			
				200-240 W LED (194 W)	73	\$10.95	\$16.79
150 W MH	65	\$8.47	\$13.67	61-100 W LED (71 W)	29	\$6.13	\$8.45
175 W MH	75	\$8.47	\$14.47	61-100 W LED (71 W)	29	\$6.13	\$8.45
250 W MH	105	\$8.72	\$17.12	120-160 W LED (122 W)	46	\$8.96	\$12.64
400 W MH	155	\$9.19	\$21.59	200-240 W LED (194 W)	73	\$10.95	\$16.79
1000 W MH	367	\$9.36	\$38.72	N/A			
70 W HPS	28	\$5.21	\$7.45	20-60 W LED (43 W)	14	\$6.03	\$7.15
100 W HPS	39	\$5.32	\$8.44	20-60 W LED (43 W)	14	\$6.03	\$7.15
150 W HPS	57	\$5.47	\$10.03	61-100 W LED (71 W)	29	\$6.13	\$8.45
250 W HPS (Cobra)	104	\$7.66	\$15.98	120-160 W LED (122 W)	46	\$8.96	\$12.64
250 W HPS (Flood)	104	\$7.66	\$15.98	130-170W LED (146 W)	50	\$15.24	\$19.24
400 W HPS	155	\$8.31	\$20.71	200-240 W LED (194 W)	73	\$10.95	\$16.79
1000 W HPS	367	\$7.02	\$36.38	N/A			

\*Assumes a Combined REP and TDU kWh Charge of \$0.08.

The "City" acknowledges that AEP Texas does not provide street lighting design services. AEP Texas will only install replacement LED lights at a time and at a location as determined by the "City". In order to preserve the existing street light facilities AEP Texas, will at all times, use ordinary care in completing the replacement of streetlights. AEP Texas will notify the "City" if it is determined that a replacement LED light cannot be installed in a particular location. Upon such notice, the "City" may direct AEP Texas to install the replacement in an alternative location. AEP Texas will only install replacement LED lights as instructed by the "City", and to the extent, it can do so consistent with Good Utility Practice. The "City" acknowledges that the light pattern of replacement LED street lights may differ from the light pattern of the existing streetlights.

Sincerely,

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Shawna Burkhart  
City Manager, City of Bay City



July 8, 2021

Texas General Land Office  
P.O. Box 12873  
Austin, Texas 78711

Re: Justification of Need for Project Amendment  
City of Bay City – CDBG-DR Harvey Grant Application – Cottonwood Creek Diversion  
GLO 20-065-048-C142

Dear GLO Representative:

This letter is to provide justification for the need of the above referenced project for which Bay City, Texas (City) is receiving disaster recovery funding and some additional items that we are adding to the pr.

During Hurricane Harvey and other high intensity or extended rain events, flooding occurred along Cottonwood Creek north of and through downtown Bay City. During these events, debris quickly builds up on the bar screens entering the Cottonwood Creek Diversion Channel and prevents the flow of water into the diversion channel which causes higher than anticipated water levels in Cottonwood Creek north of and through downtown Bay City. Water covered the roads making them impassable and was slow to recede during these events. The flood waters also nearly entered homes and other buildings in this area. If the current procedures are continued, additional structural damage to the grating will occur, the efficiency of the staff will be reduced and the employees may be exposed to safety issues. The capacity of the diversion channel will be reduced due to the frequent debris build up during storm events and structural flooding of 1,099 homes, 170 commercial buildings, 31 public buildings could occur.

The addition of a bar screen cleaner will allow the flow of water to pass into the diversion channel and away from downtown Bay City at optimal capacity, and will allow the Department of Public Works to operate in a more efficient and safe manner. This will ensure that creek levels are kept at an acceptable level.

During detailed design the need for a trash box and access for a trash truck was determined to be needed. Therefore, we have added a concrete driveway with a foundation to provide a location for a collection box for debris and concrete driveway suitable for a trash truck to access the site and remove the debris bin.

During design of this project TxDOT started preliminary design of a sidewalk system to provide alternative modes of transportation. The path of this sidewalk goes right up to the diversion canal. With the addition of trash screen structure and equipment there are real concerns for the safety of the public utilizing the sidewalk and the equipment. As a solution to this added foot traffic near the site we are proposing site fencing to protect the public and the equipment. We are also proposing the addition of a sidewalk to provide a safe path around the site and over to US-60. With the addition of the sidewalk we will be providing a way for the public to safely maneuver around the site and away from the equipment.

The last addition during detailed design is for a SCADA tower. The City has a SCADA system but the location of this site will require a tower for communication to the City's SCADA system. In-order for the operators to be notified if the trash screen needs attention an approximate 30-foot tower is needed to allow for line of site communication to call out to the City's system and notify the operators.





Page 2  
July 8, 2021

Please let me know if you need any additional information regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MB Breazeale', with a long horizontal flourish extending to the right.

Matthew B. Breazeale, PE  
Vice President

MBB/

cc: Mr. Barry Calhoun – Bay City  
Ms. Michele Goerke– GrantWorks, Inc.

ITEM #4.

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

Project Title:

Bay City CDBG/Bay City Texas

Eligible Activity:	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total	HUD Activity #:
	Reinforced Galvanized Trash Screen	\$125,000.00	EA	1	\$125,000	\$0	\$125,000	
	Removal and Disposal of Existing Grating	\$7,500.00	EA	1	\$7,500	\$0	\$7,500	
	Trash Box Foundation and Driveway	\$52,000.00	EA	1	\$52,000	\$0	\$52,000	
	Sidewalk	\$5,000.00	EA	1	\$5,000	\$0	\$5,000	
	Fencing/Site Security	\$15,000.00	EA	1	\$15,000	\$0	\$15,000	
	SCADA Tower	\$15,000.00	EA	1	\$15,000	\$0	\$15,000	
	Site-work and SWPPP	\$7,500.00	EA	1	\$7,500	\$0	\$7,500	
					<b>\$227,000</b>	<b>\$0</b>	<b>\$227,000</b>	

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.  
The annual O&M costs include labor and electricity for weekly cleaning of the screen, annual maintenance of the equipment, and refurbishment every 10 years. Labor 2hr/week\*\$30\*52weeks + Electrical \$30/mo\*12mo + Refurb \$25,000/10yrs = \$5,980/yr
2. Identify and explain any special engineering activities.  
Structural engineering design of trash screen and foundation.



Signature of Registered Engineer/Architect Responsible For Budget Justification:

*[Handwritten Signature]*

2021-07-08

Date:

+1 (713) 777-5337

Phone Number

**PUBLIC NOTICE  
CITY OF BAY CITY  
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY**

The City of Bay City invites all citizens to review and comment on a proposed amendment to its 2019 CDBG-DR Program Contract No. 20-065-048-C142. This amendment will add additional improvements including a bar screen cleaner, SCADA tower, trash box, sidewalk, driveway and fencing to the project while maintaining the same scope and budget as the original project.

A copy of the proposed amendment is available for review on the city's website [cityofbaycity.org](http://cityofbaycity.org). To view at the City Hall, please call 979-323-1659 Ext. 1670 to make an appointment.

A Public Hearing will be held during the City's regular scheduled Council meeting on July 22<sup>nd</sup>, at 6:00 pm.

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**AVISO PÚBLICO  
CIUDAD DE BAY CITY  
SUBVENCIÓN EN BLOQUE DE DESARROLLO COMUNITARIO – RECUPERACIÓN ANTE  
DESASTRES**

La Ciudad de Bay City invita a todos los ciudadanos a revisar y comentar una enmienda propuesta a su Contrato del Programa CDBG-DR 2019 No. 20-065-048-C142. Esta enmienda agregará mejoras adicionales que incluyen un limpiador de pantalla de barra, torre SCADA, caja de basura, acera, calzada y cercado al proyecto, manteniendo el mismo alcance y presupuesto que el proyecto original.

Una copia de la enmienda propuesta está disponible para su revisión en el sitio web de la ciudad [cityofbaycity.org](http://cityofbaycity.org). Para ver en el Ayuntamiento, por favor llame al 979-323-1659 Ext. 1670 para hacer una cita.

A Public Hearing will be held during the City's regular scheduled Council meeting on July 22<sup>nd</sup>, at 6:00 pm.

# BAY CITY GAS CO.

**DIRECTOR:**

Kevin Hecht

**OFFICE:**

(979) 245-2327

FAX (979) 244-1422

Website: www.baycitygas.com


**BOARD MEMBERS:**

Terrence D. Allen, Chairman

Janet Lewis Peden

Mayor Robert K. Nelson

**BAY CITY GAS COMPANY**
**Notice of Intent**
Rate Change Date **August 1, 2021**New Rate Schedule **changes in boldface**

Standard Gas Service Account	\$19.00/mo
<del>Premium Flex Gas Service Account</del>	<del>\$20.00/mo</del>

**Maximum rates expressed as \$/MCF for consumption in each tier.**
**Marketing and incentive rates below maximum, if any, will be offered to all similarly situated customers equally, during the time period such offer is available.**
**Residential – not to exceed 50 MCF/mo.**
**R-1 Base Rate 1-50,000 Cubic Feet (50 MCF/mo) \$ 8.05 Per MCF plus Cost of Gas**
**In-City Commercial & Industrial for Monthly Consumption**

	<u>in MCF/mo</u>	
C-1	1 to 50	\$8.05 per MCF plus cost of gas
C-2	51 to 832	\$7.35 per MCF plus cost of gas
C-3	833 to 4,166	\$6.20 per MCF plus cost of gas
C-4	4,167 to 16,666	\$5.50 per MCF plus cost of gas
C-5	16,667 to 33,332	\$5.00 per MCF plus cost of gas
C-6	33,333 to 66,666	\$4.50 per MCF plus cost of gas
C-7	66,667 or more	\$4.25 per MCF plus cost of gas

**Outside City Limits Commercial & Industrial**
**(w/o Economic Development Agreement) for Monthly Consumption**

	<u>in MCF/mo</u>	
CO-1	1 to 50	\$8.05 per MCF plus cost of gas
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Economic Development Agreements: Economic Development Agreements which are approved by City Council may include rate structures at variance with the Schedule of Maximum Rates.

EDA-1

For qualifying service commencing on or before June 1, 2016.

For years 1 through 5:

Volumes up to 83,333.33 per month, \$0.18 per MMBtu indexed; and  
 Volumes above 83,333.33 per month but less than 139,416.67 MMBtu per month, \$0.09 per MMBtu indexed; then

For years 6 and following:

All volumes up to 139,416.67 MMBtu per month, the indexed product of \$0.09 per MMBtu for that year of service.

The index for this rate is the Employment Cost Index (ECI). The index is applied annually from the adoption of this rate. Contact the Gas Company for a current billed rate.

All volume requirements are measured monthly.

Conditions on qualification for this rate:

- a. Customer must separately contract for purchase of all commodity Natural Gas;
- b. Customer must separately contract for transportation of all gas to the delivery point designated by the Bay City Gas Company;
- c. Customer must consume, or in lieu of consumption pay for, (“take-or-pay”) a minimum volume of 83,333.33 MMBtu per month;
- i. Billing Adjustment – Each month Customer will be billed for an amount equal to the greater of the product of the appropriate EDA-1 Rate multiplied by: i) the total MMBtu delivered to Customer; or ii) 83,333.33 MMBtu.
- ii. If Customer’s account is kept current, Customer shall have the right to offset undertakes of gas in one month with overtakes of gas in the immediately previous or immediately subsequent month, only.
- d. Customer will receive an economic development incentive credit equal in value to the initial Customer Specific Infrastructure Costs, not to exceed \$400,000; and
- e. Approval of City Council

Customer Specific Infrastructure Costs Necessary infrastructure to serve a specific customer is to be paid or reimbursed by that customer. Terms of such reimbursement may be measured by consumption. The resulting payments are different from and do not count toward the Rate established in this Schedule.

<u>Fees:</u>	<u>Reg. Bus. Hrs</u>	<u>After Hours</u>
New Service	\$15.00	n/a
Transfer Service	\$15.00	n/a
Re-Connect	\$45.00	additional \$10.00
Fall Turn-On	\$45.00	additional \$10.00

Missed Appointment	\$10.00	\$10.00
E-Commerce fee	\$50.00 or 6% of transaction	
Advanced Billing Services	\$50.00 per month	

ECI Rates indexed to “ECI” shall be adjusted by the greater of i) the 12 month percent increase in the Employment Cost Index, The Bureau of Labor Statistics of the U.S. Department of Labor for:

Series Id: CIU3010000000000A (B),  
 Not Seasonally Adjusted,  
 compensation: Total compensation,  
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for the 4<sup>th</sup> quarter of the year immediately past; or 2.0%. No reductions are made for negative ECI movements. Adjustments are applied on the customer bill next following the publication of the index.

~~**Premium-Flex Gas Service Account allows a customer to discontinue and resume gas service as needed without terminating their deposit or paying a fee for turn-on when service is resumed. Additional services may be added to the Premium-Flex service level at a reduced or eliminated fee as they become available.**~~

Re-Connects refer to service calls to re-connect service to customers who have been disconnected for failure to pay.

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All charges are subject to sales tax if applicable.

For the purposes of this rate, “Cost of Gas” is defined as the amount paid by the Bay City Gas Company to its supplier(s) inclusive of all charges, transportation fees, and service fees; The Cost of Gas may include a factor for recoupment of: a.) fees, taxes or rates assessed upon the Gas Company by the State or Federal regulatory authorities; b.) lost and unaccounted for gas volumes; c.) gas used by City of Bay City and Bay City Gas Company operations, **d.) Replenishment of financial reserves and debt service arising from cost of gas items unbilled or unpaid in the current month; and e.) The cost of reliability services or infrastructure intended to reduce the cost of gas, or the volatility thereof.** The Cost of Gas does not include promotional rates for special air conditioning, electric generation, or other promotional load.

**The Cost of Gas is not reduced by bond proceeds or municipal tax discounts.** The Cost of Gas for meters read during the calendar month shall be determined by the management of the Bay City Gas Company on or before the fifth working day of that month and will be available to the public from the offices of the Gas Company.

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	<u>in MCF/mo</u>	
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C-4	4,167 to 16,666	\$1.50 per MCF plus cost of gas
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**IMPACTS:**

The following classes of Gas Company customers are impacted by this rate.

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~~There are 0 customers in the Premium Flex Gas Service Account classification so no financial impact can be calculated.~~

The average monthly bill for 291 (commercial) C-2 gas customers will increase a net 51.3% or \$101.00 due to this rate change.

There are 0 customers in the CO-2 classification so no financial impact can be calculated.

The average monthly bill for 11 (small industrial) C-3 gas customers will increase a net 58.6% or \$448.32 due to this rate change

There are 0 customers in the CO-3 classification so no financial impact can be calculated.

There are 0 customers in the C-4 classification so no financial impact can be calculated.

There are 0 customers in the CO-4 classification so no financial impact can be calculated.

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There are 0 customers in the C-6 classification so no financial impact can be calculated.

There are 0 customers in the CO-6 classification so no financial impact can be calculated.

There are 0 customers in the C-7 classification so no financial impact can be calculated.

There are 0 customers in the CO-7 classification so no financial impact can be calculated.

The average monthly bill for 38 Public Authority Gas Customers will increase a net 53.0% or \$154.32 due to this rate change.

The average monthly bill for 1 EDA-1 gas customer will not change due to this rate change.

The annual revenues of the Bay City Gas Company due to this rate change are projected to increase 33.9% or \$851,416 beginning in 2022.

# BAY CITY GAS CO.

**DIRECTOR:**

Kevin Hecht

**OFFICE:**

(979) 245-2327

FAX (979) 244-1422

Website: www.baycitygas.com


**BOARD MEMBERS:**

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There are 0 customers in the CO-4 classification so no financial impact can be calculated.

There are 0 customers in the C-5 classification so no financial impact can be calculated.

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There are 0 customers in the C-6 classification so no financial impact can be calculated.

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**CITY OF BAY CITY  
VARIANCE REQUEST**

1901 5th Street  
Bay City, TX 77414  
(979) 245-5311  
(979) 323-1681 fax

6:00pm 29th  
Near end of wh  
city water and  
sewer  
sales  
**RECEIVED**  
JUL 06 2021  
BY: *James Thompson*

ITEM #7.

All requests for a variance shall be filed with the City Secretary. Each request shall be accompanied by a \$75.00 filing fee, a drawing/illustration depicting the property affected by the request, and any additional supplemental documentation that you want the Variance Committee to consider. **Incomplete requests will not be accepted.**

Date: 6/28/2021

Name of Requestor (please print): Lee Payne

Address of Requestor: 34 CR 335 Phone Number: (979) 292-4849  
Brazoria, TX 77422 Email Address: leewpayne@gmail.com

Address of subject property: 2100 Pine Knoll Road, Bay City, TX 77414

Legal description of subject property: AB 0009, BOMAN & WILLIAMS, TRACT 25, 39.81 ACRES

Section(s) of the City's Code of Ordinances from which the variance is being sought:

- Sec. 114-70 of the Code of Ordinances
- Sec. 114-111 of the Code of Ordinances
- Sec. \_\_\_\_\_ of the Code of Ordinances

In detail, please state the reason for the request: The previous home located at 2100 Pine Knoll Road used a private water well and septic system; the home was deemed uninhabitable and demolished in 2020. Prior discussions with the Public Works department have determined that a city sewer connection at this location would be extremely challenging for both the city and landowner. This connection would require boring underneath Cottonwood Creek to obtain the necessary slope for the gravity fed lift station located on Pine Knoll Road. I kindly request a serviceability letter permitting the existing water well and a variance for new septic system installation to allow for the construction of a new home.

The Variance Committee will consider variance requests from the following:

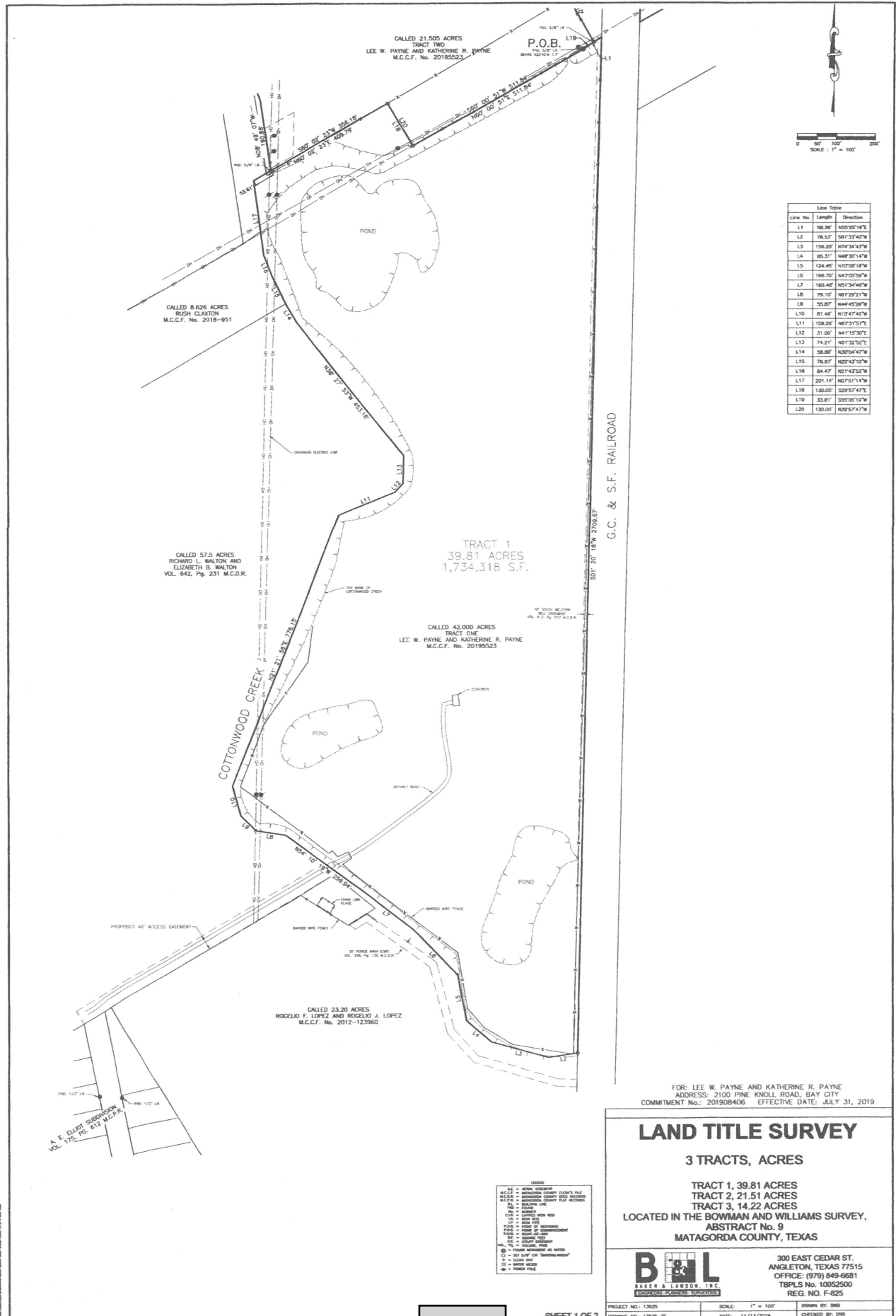
- (a) Ch. 22 (Buildings and Building Regulations)
- (b) Ch. 46 (Flood Damage Prevention)
- (c) Ch. 54 (Mobile Homes, etc.)
- (d) Ch. 78 (Off Street Parking (Angle Parking))
- (e) Ch. 94 (Streets, Sidewalks and Other Public Places)
- (f) Ch. 98, Sec. 98-122 – Subdivision Streets
- (g) Ch. 110, Sec. 110-178 (Traffic and Vehicles (Angle Parking)).

Otherwise, the Planning Commission will consider the variance request.

Decisions of the Variance and Planning Committees shall be filed with the City Secretary's Office and promptly reported to the requestor. All decisions may be appealed to the City Council.

*Lee Payne*  
\_\_\_\_\_  
Requestor Signature





FOR: LEE W. PAYNE AND KATHERINE R. PAYNE  
 ADDRESS: 2100 PINE KNOLL ROAD, BAY CITY  
 COMMITMENT No.: 201908406 EFFECTIVE DATE: JULY 31, 2019

**LAND TITLE SURVEY**

3 TRACTS, ACRES

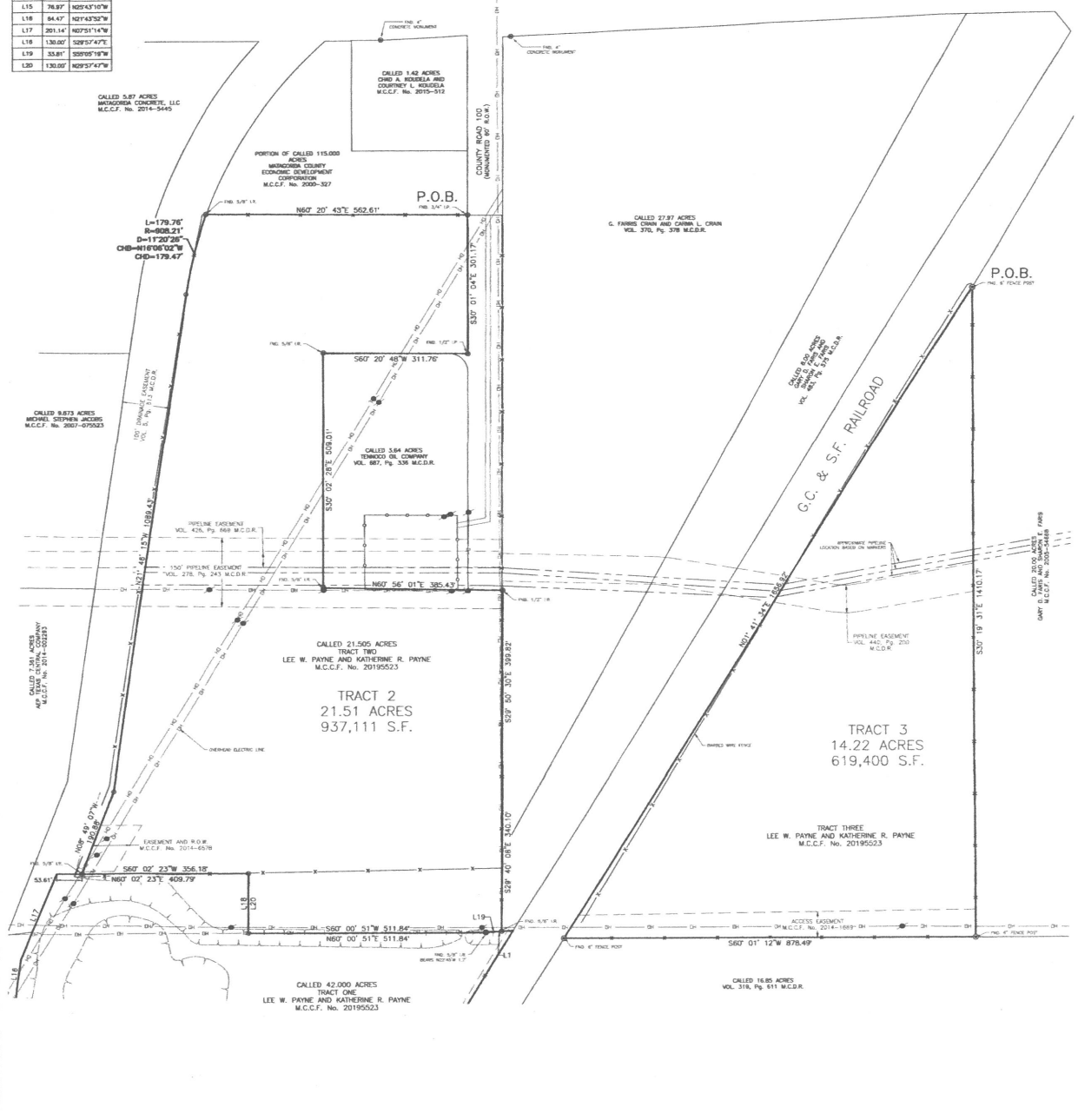
TRACT 1, 39.81 ACRES  
 TRACT 2, 21.52 ACRES  
 TRACT 3, 14.22 ACRES  
 LOCATED IN THE BOWMAN AND WILLIAMS SURVEY,  
 ABSTRACT No. 9  
 MATAGORDA COUNTY, TEXAS



300 EAST CEDAR ST.  
 ANGLETON, TEXAS 77515  
 OFFICE: (979) 849-6681  
 TBP'S No. 10052500  
 REG. NO. F-825

PROJECT NO.: 13025 SCALE: 1" = 100' DRAWN BY: BMB  
 DRAWING NO.: 13025-TS DATE: 11/13/2019 CHECKED BY: DHR

Line No.	Length	Direction
L1	58.36'	N05°00'19"E
L2	78.53'	S87°33'40"W
L3	156.26'	N27°34'43"W
L4	85.31'	S48°30'14"W
L5	124.45'	S10°08'18"W
L6	188.75'	N42°03'30"W
L7	180.48'	N57°34'46"W
L8	79.10'	N87°29'21"W
L9	55.87'	S44°45'29"W
L10	81.46'	N15°47'40"W
L11	159.26'	N67°31'57"E
L12	31.26'	N47°15'30"E
L13	74.27'	N67°32'52"E
L14	38.80'	S20°04'47"W
L15	78.97'	N25°43'10"W
L16	84.47'	N27°43'32"W
L17	201.14'	N67°31'14"W
L18	130.60'	S29°23'47"E
L19	33.87'	S29°23'47"E
L20	130.60'	N29°23'47"W



**NOTES**

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE COMPANY, 27 BLOUNTSTOWN, SPRING DALE, TEXAS 77158, WITH REGARD TO ANY RECORDS OR INSTRUMENTS WHICH MAY BE RECORDS AFFECTING THE SURVEYED PROPERTY AND ANY RECORDS OR INSTRUMENTS WHICH MAY BE RECORDS AFFECTING THE SURVEYED PROPERTY OR ANY RECORDS OR INSTRUMENTS WHICH MAY BE RECORDS AFFECTING THE SURVEYED PROPERTY OR ANY RECORDS OR INSTRUMENTS WHICH MAY BE RECORDS AFFECTING THE SURVEYED PROPERTY.
- ALL RECORDS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 480480110C, PORTION OF WHICH IS, THESE, THE SURVEYED PROPERTY LIES WITHIN ZONES "A1", AREAS OF 100-YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED AND ZONE "V", AREAS OF VERTICAL FLOODING.
- TRACT TWO IS SUBJECT TO RESTRICTIONS RECORDED IN VOL. 138, PG. 832 M.C.D.R.
- TRACT ONE IS SUBJECT TO A BLANKET EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY RECORDED IN VOL. 392, PG. 701 M.C.D.R.
- TRACT TWO IS SUBJECT TO A BLANKET EASEMENT GRANTED TO SOUTH TEXAS ELECTRIC COOPERATIVE INC. RECORDED IN VOL. 395, PG. 19 M.C.D.R.
- TRACT TWO IS SUBJECT TO AN EASEMENT GRANTED TO UNITED PETROLEUM COMPANY RECORDED IN VOL. 420, PG. 410 M.C.D.R. DOCUMENT IS EMBLETTED. SURVEYOR CANNOT DETERMINE EASEMENT LOCATION.
- TRACT THREE IS SUBJECT TO A BLANKET EASEMENT GRANTED TO TENNESSEE GAS TRANSMISSION COMPANY RECORDED IN VOL. 276, PG. 518 M.C.D.R.

I CERTIFY THAT THE HEREIN PLAT AND THE SURVEY ON WHICH IT WAS BASED MEET THE MINIMUM REQUIREMENTS OF A CATEGORY "A", CONDITION IN SURVEY, AS ENJOINED IN THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS - MANUAL OF PRACTICE, FELLOWSHIP WAS COMPLETED ON OCTOBER 23 - NOVEMBER 12, 2019

*Devon R. Royal* 11-8-19

DEVON R. ROYAL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 88877



FOR: LEE W. PAYNE AND KATHERINE R. PAYNE  
ADDRESS: 2100 PINE KNOLL ROAD, BAY CITY  
COMMITMENT No.: 201908406 EFFECTIVE DATE: JULY 31, 2019

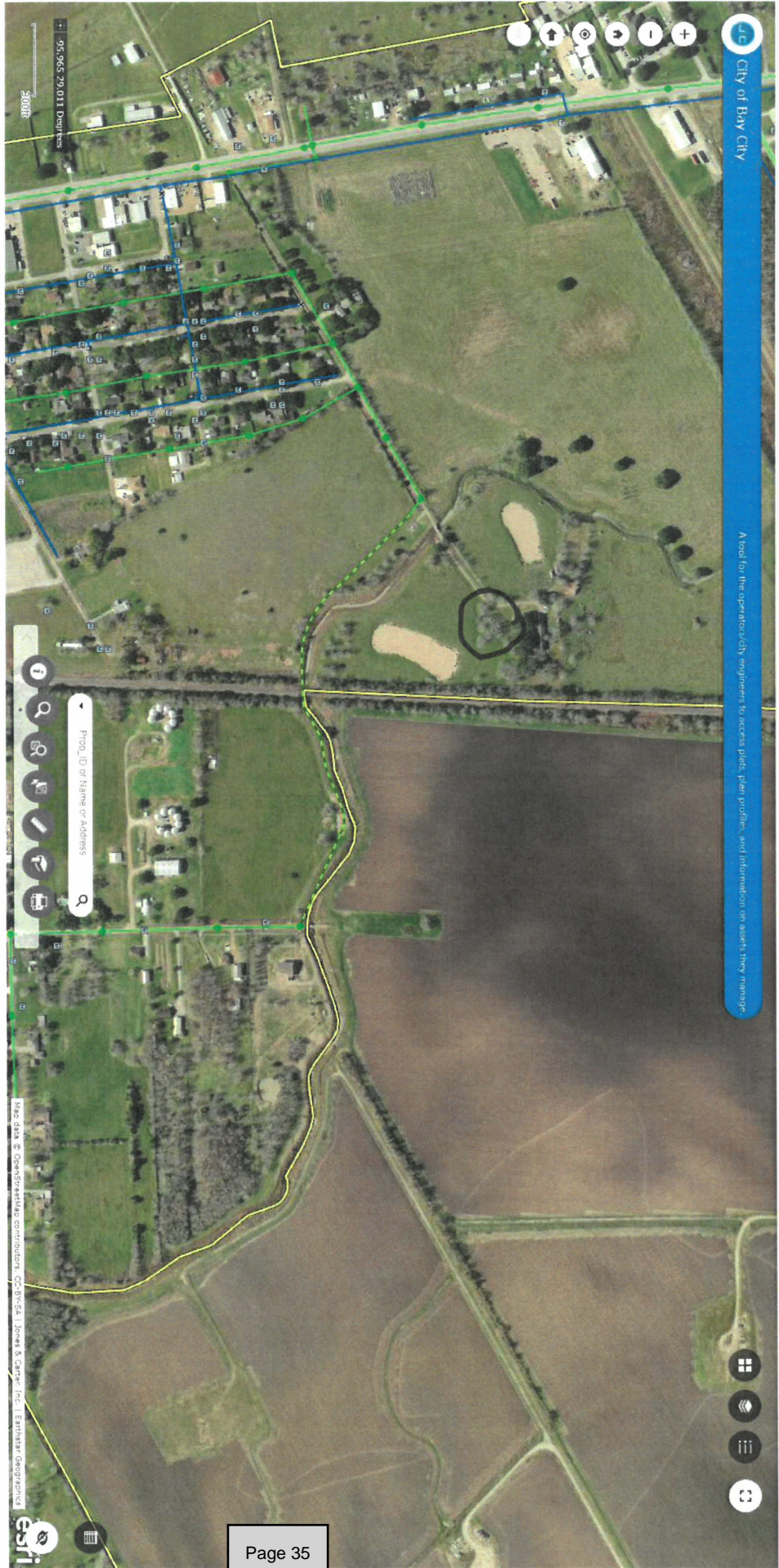
**LAND TITLE SURVEY**

**3 TRACTS, ACRES**

TRACT 1, 39.81 ACRES  
TRACT 2, 21.51 ACRES  
TRACT 3, 14.22 ACRES  
LOCATED IN THE BOWMAN AND WILLIAMS SURVEY,  
ABSTRACT No. 9  
MATAGORDA COUNTY, TEXAS

**B & L**  
BREWER & LAWSON, INC.  
300 EAST CEDAR ST.  
ANGLETON, TEXAS 77515  
OFFICE: (979) 849-6681  
TBPLS No. 10052500  
REG. No. F-825

PRODUCT NO. 13525 SCALE: 1" = 100' DRAWN BY: DRB  
DRAWING NO. 13525-RS DATE: 11/12/2019 CHECKED BY: DRB





**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:** Rodriguez, Louis **Date Submitted:** 07/07/2021  
*Last, First* *MM/DD/YYYY*

**Requestor Type:** City Staff **Meeting Date:** 07/13/2021  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Assistant Director of Public Works – Utilities & Operations  
*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 AWARD THE CONSTRUCTION BID FOR THE AMI WATER METER REPLACEMENT PROJECT UNDER THE TEXAS WATER DEVELOPMENT BOARD FUNDING FOR THE DRINKING WATER SRF PROECTS TO ACCURATE UTILITY SUPPLY AND AUTHORIZE THE MAYOR AND/OR CITY MANAGER TO EXECUTE A CONTRACT APPROVED TO FORM BY THE CITY ATTORNEY BETWEEN THE CITY OF BAY CITY AND ACCURATE UTILITY SUPPLY.**

### Executive Summary of Item:

The Drinking Water State Revolving Fund, authorized by the Safe Drinking Water Act, provides low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure. Eligible applicants for the DWSRF include publicly and privately-owned community water systems, including nonprofit water supply corporations and nonprofit, non-community public water systems.

The City of Bay City was awarded \$20,300,00 in funding from the Texas Water Development Board (TWDB) to make critical improvements to the City's water systems. These improvements will include upgrades to our existing water plants, water distribution system, water meters, and new water plants.

This agenda item is to award the construction bid for the AMI Water Meter Replacement Project to the best value proposer.

It is staff's recommendation to award this bid to Accurate Utility Supply.

Garver Project  
No. 21W09105

### Bay City Meter Replacement Bid Tabulation

Date: June 10, 2021

Bidders Name	Base Bid Total	Extra Unit Price Items	Total Monthly Subscription Charges	Calendar Days to substantial completion	Bid Bond
RTS Water Solution	\$ 2,431,842.76	\$ 472,215.60	\$ 5,109.75	182	Provided
Aqua Metric Sales Company	\$ 2,496,783.65	\$ 270,275.20	\$ 114,638.53	730	Provided
Agua Works Pipe & Supply, LLC	\$ 2,715,170.82	\$ 1,440,000.00	\$ 2,788.90	335	Provided
Accurate Utilities Supplies	\$ 3,361,835.00	\$ 1,367,650.00	\$ 6,063.57	360	Provided

Garver Project No.  
21W09105

**Bay City Meter Replacement Bid Scoring**

Date: June 10, 2021

Rank	Bidders Name	Water Meter	Base Bid Total	Extra Unit Price Items	Total Cost	Cost Score	Total Monthly Subscription Charges	Calendar Days to Substantial Completion	Schedule (0-10)	Total AMI Capabilities (0-25)	Tech Support (0-20)	Qualifications of Offeror (0-20)	Total
	Aqua Metric Sales Company	Sensus/ Xylem/ Ipearl	\$ 2,496,783.65	\$ 270,275.20	\$ 2,767,058.85	24.33	\$ 114,638.53	730	0	12.5	15	18	69.83
	Envocore RTS Water Solution	Unspecified	\$ 2,431,842.76	\$ 472,215.60	\$ 2,904,058.36	25.00	\$ 5,109.75	182	5	5	10	5	50.00
	Agua Works Pipe & Supply, LLC	Kamstrup	\$ 2,715,170.82	\$ 1,440,000.00	\$ 4,155,170.82	22.09	\$ 2,788.90	335	10	12.5	10	15	69.59
	Accurate Utilities Supplies	Badger Meter	\$ 3,361,835.00	\$ 1,367,650.00	\$ 4,729,485.00	15.44	\$ 6,063.57	360	9	25	20	20	89.44

Low \$ 2,431,842.76                      Low \$ 2,767,058.85

$$Cost\ Score = 25 \times \left[ 1 - \left( \frac{Alt.\ Cost - Lowest\ Alt.\ Cost}{Lowest\ Alt.\ Cost} \right) \right]$$



**Badger Meter**

## E-Series® Ultrasonic Meter

Cold Water Lead-Free Meters  
5/8, 5/8 x 3/4, 3/4, 1 inch

### PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters (stainless steel, bronze alloy or engineered polymer), sizes 5/8 inch, 5/8 x 3/4 inch, 3/4 inch, and 1 inch, when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 28, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

### MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

#### Lead-Free Housings

Twenty (20) years and six (6) months after shipment from Badger Meter.

#### Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

### Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

This warranty is only applicable for the bronze E-Series G2® Ultrasonic meter with the optional pressure sensor installed.

### METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

### EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of  $\pm 3\%$  for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

### PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

### LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product

technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

### **Exclusion of Consequential Damages and Disclaimer of Other Liability**

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIM: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

## **SMART WATER IS BADGER METER**

E-Series and E-Series G2 are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2021 Badger Meter, Inc. All rights reserved.





**Badger Meter**

## E-Series® Ultrasonic Meter

Cold Water Stainless Steel Lead-Free Meters, 1-1/2, 2 in.

### PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters, sizes 1-1/2 in. and 2 in., when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 3, 2020. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

### MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

#### Lead-Free Housings

Ten (10) years and six (6) months after shipment from Badger Meter.

#### Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Ten (10) years and six (6) months after shipment from Badger Meter.

### METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

### EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of  $\pm 3\%$  for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

### PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

### LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

### **Exclusion of Consequential Damages and Disclaimer of Other Liability**

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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**Badger Meter**

## E-Series G2® Ultrasonic Meter

Lead-Free Bronze Alloy Meters, 3, 4, 6 inch

### PRODUCTS

This warranty shall apply to all Badger Meter E-Series G2® Ultrasonic lead-free meters, sizes 3 inch, 4 inch and 6 inch, when used to measure potable cold water, and the internal encoder and battery used with these meters (collectively "Product"), sold on or after June 29, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

### MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

#### Housing

Ten (10) years and six (6) months after shipment from Badger Meter.

#### Electronics (Battery, Registration, Transducer)

Ten (10) years and six (6) months after shipment from Badger Meter.

#### Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

### METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

### EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of  $\pm 3\%$  for the published ranges set forth in Badger Meter's current published data sheet for ten (10) years from date of shipment from Badger Meter.

### PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

### LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

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Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

### **Exclusion of Consequential Damages and Disclaimer of Other Liability**

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E-Series and E-Series G2 are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2021 Badger Meter, Inc. All rights reserved.

July 16, 2021

Aqua-Metric would like to thank the City of Bay City, TX for allowing us the opportunity to respond to questions presented by Garver Engineering for the City's Meter Replacement Project.

1. Does the monthly subscription charge include any software updates?

Yes, the Sensus FlexNet AMI Network-as-a-Service solution subscription services include software patches and updates as well as firmware patches and updates. These updates are performed over-the-air (OTA) as released. Typically, this is within the late hours of the evening or early morning as to not interrupt or interfere with City personnel use of services.

2. What is the rate of increase of subscription charges?

The Sensus NaaS Yearly Subscription Fee rate of increase is as follows:

- Years one through four – pricing is held with a 3% increase in year five.
- Years five through nine – pricing is held with a 3% increase in year ten.
- Years ten through fourteen – pricing is held with a 3% increase in year fifteen.
- Years fifteen through nineteen – pricing is held with a 3% increase in year twenty.

The Sensus yearly subscription fee rate of increase for the Customer Portal application is 3% annually.

3. Does the warranty for the proposed meters/endpoints meet or exceed the specified durations listed below?

- o Meters 1-inch and smaller: 20 years (10 full, 10 pro-rated)

Comply. The Sensus iPERL water meter is provided standard with a 20-year accuracy warranty as well as a 20-year battery warranty (15-year full warranty and an additional 5-year prorated warranty).

- o Meters Larger than 1-inch: 10 years

The Sensus OMNI water meter accuracy warranty is one year with a ten year register warranty.

- o Endpoints: 20 years (10 full, 10 pro-rated)

Comply. The Sensus 520M SmartPoint is warranted for twenty years with a 15-year full warranty and an additional 5-year prorated warranty.

# Sensus Limited Warranty

**1. General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

**2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](http://sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

**3. ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com](http://sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

**4. iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at [sensus.com](http://sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

**5. SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

**6. Sensus OMNI™ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

**7. Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

**8. Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

**9. Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](http://sensus.com/TC).

**10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years <sup>1</sup>
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years <sup>2</sup>
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years <sup>3</sup>

<sup>1</sup> Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

<sup>2</sup> Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years <sup>4</sup>
Sensus® Smart Gateway Sensor Interface	1 year <sup>5</sup>
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years <sup>3</sup>

**11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years <sup>6</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>7</sup>
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years <sup>6</sup>

<sup>3</sup> Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

<sup>4</sup> Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list price in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

<sup>5</sup> Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

<sup>6</sup> If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

<sup>7</sup> Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

**12. iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

**13. Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

**14. Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

**15. Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**16. Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

**THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

**SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.**

**17. Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

**Barry Calhoun**

---

**From:** Scott Bennett <scott.bennett@aguaworkspipe.com>  
**Sent:** Thursday, July 15, 2021 2:26 PM  
**To:** Dalaeli, Josef N.  
**Subject:** RE: Bay City, TX Water Meter Replacement - Additional Proposal Information Request

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**From:** Dalaeli, Josef N. <JNDalaeli@GarverUSA.com>  
**Sent:** Thursday, July 15, 2021 11:54 AM  
**To:** Scott Bennett <scott.bennett@aguaworkspipe.com>  
**Subject:** Bay City, TX Water Meter Replacement - Additional Proposal Information Request

The City of Bay City, Texas has requested additional information regarding your water meter replacement proposal dated June 10, 2021.

1. Does the monthly subscription charge include any software updates? **Yes**
2. What is the rate of increase of subscription charges? **3% for 5years year over year or 4% for 10years year over year which ever you choose.**
3. Does the warranty for the proposed meters/endpoints meet or exceed the specified durations listed below?
  - o Meters 1-inch and smaller: 20 years (10 full, 10 pro-rated) **Yes includes Endpoints**
  - o Meters Larger than 1-inch: 10 years **Yes includes Endpoints**
  - o Endpoints: 20 years (10 full, 10 pro-rated)



**Josef Dalaeli, PE**  
 Project Manager  
 Water Team

📞 501-376-3633  
 📠 206-245-5922



## Barry Calhoun

---

**From:** Marcie Rather <mrather@envocore.com>  
**Sent:** Friday, July 16, 2021 9:55 AM  
**To:** Dalaeli, Josef N.  
**Subject:** RE: Bay City, TX Water Meter Replacement - Additional Proposal Information Request

Happy Friday,

Sorry for the delay, Josef. To answer your question: The life of the system is 20 years or if they make a change to a different technology, whichever comes first.

Don't hesitate in reaching again if needed.

Thank you,  
 Marcie

**MARCIE RATHER**  
 CENTRAL US ACCOUNT EXECUTIVE

M. 251-581-1827



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**From:** Dalaeli, Josef N. <JNDalaeli@GarverUSA.com>  
**Sent:** Thursday, July 15, 2021 5:34 PM  
**To:** Marcie Rather <mrather@envocore.com>  
**Subject:** RE: Bay City, TX Water Meter Replacement - Additional Proposal Information Request

**[ENVOCORE EXTERNAL]**

Marcie,

Can you clarify what the life of the system is in your second response? Is that as long as the City continues subscribing to Network/Software as a Service, or a certain number of years? Thanks.

**Josef Dalaeli, PE**  
Garver  
918-858-3821

---

**From:** Marcie Rather <[mrather@envocore.com](mailto:mrather@envocore.com)>  
**Sent:** Thursday, July 15, 2021 2:58 PM  
**To:** Dalaeli, Josef N. <[JNDalaeli@GarverUSA.com](mailto:JNDalaeli@GarverUSA.com)>  
**Subject:** RE: Bay City, TX Water Meter Replacement - Additional Proposal Information Request

Dear Mr. Dalaeli,

Thank you for inquiring about our proposal, we appreciate the opportunity to provide clarifications.

- 1.) All software updates are included for the life of the system.
- 2.) There are no rate increases or subscription charges over the life of the system.
- 3.) Yes, all warranties for the meters (both categories) and the endpoints meet or exceed the stated parameters you listed.

Sincerely,

Marcie

**MARCIE RATHER**  
CENTRAL US ACCOUNT EXECUTIVE

M. 251-581-1827



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Notice: Important disclaimers & limitations apply to this email.

[Please click here for our disclaimers and limitations that are herein incorporated by reference.](#)

**From:** Dalaeli, Josef N. <[JNDalaeli@GarverUSA.com](mailto:JNDalaeli@GarverUSA.com)>

**Sent:** Thursday, July 15, 2021 11:55 AM

**To:** Marcie Rather <[mrather@envocore.com](mailto:mrather@envocore.com)>

**Subject:** Bay City, TX Water Meter Replacement - Additional Proposal Information Request

**[ENVOCORE EXTERNAL]**

The City of Bay City, Texas has requested additional information regarding your water meter replacement proposal dated June 10, 2021.

1. Does the monthly subscription charge include any software updates?
2. What is the rate of increase of subscription charges?
3. Does the warranty for the proposed meters/endpoints meet or exceed the specified durations listed below?
  - o Meters 1-inch and smaller: 20 years (10 full, 10 pro-rated)
  - o Meters Larger than 1-inch: 10 years
  - o Endpoints: 20 years (10 full, 10 pro-rated)



**Josef Dalaeli, PE**

Project Manager  
*Water Team*

📞 501-376-3633  
📠 206-245-5922



# ORION® Cellular LTE-M, LTE-MS and C Endpoints Network as a Service (NaaS)

## PRODUCTS

This warranty shall apply to Badger Meter ORION® Cellular LTE-M, LTE-MS and C water endpoints and endpoint assemblies sold on or after February 25, 2021. Endpoint assemblies are water endpoints factory-connected or connected via a Badger Meter approved connector to Badger Meter HR-E® LCD and HR-E® encoders, or E-Series® Ultrasonic meters.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

## MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION Cellular LTE-M, LTE-MS and C water endpoints, including battery (configured to the standard mode of operation set by the factory at time of shipment) and endpoint assemblies, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints <sup>1,2</sup>	20 years and 6 months after shipment
ORION Endpoint Assemblies <sup>1</sup>	20 years and 6 months after shipment

<sup>1</sup> Products are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule:

Year	Discount %	Year	Discount %
11	70	16	45
12	65	17	40
13	60	18	35
14	55	19	30
15	50	20	25
		>20	0

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

<sup>2</sup> ORION water endpoints that are sold factory-connected to an E-Series® meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter Warranty for meter, electronics and battery coverage.

## GUARANTEE OF NETWORK PERFORMANCE

If the communication network that supports any ORION Cellular LTE-M, LTE-MS or C water endpoint in the Customer's meter service area ("Network") explicitly and publicly discontinues operation during the Product warranty time period stated herein, thereby rendering any endpoint unable to successfully transmit meter reading data ("Shut Down"), then for each Shut Down endpoint, as confirmed in writing by the Network operator and verified in writing by Badger Meter, Badger Meter will provide the following guarantee in exchange for applicable fees and minimum purchase commitments as described in the most current BEACON AMA Solution with ORION NaaS Pricing Terms and Conditions document from Badger Meter.

Badger Meter will supply a replacement endpoint that is supported by the most current technology readily available for full-scale use in the

Customer's meter service area affected by Shut Downs ("Replacement endpoints") at no charge to the Customer for such Replacement endpoints during the first ten (10) years of the Product warranty time period, and according to the prorated price discount schedule stated herein, during the last ten (10) years of the Product warranty time period. Replacement endpoints are warranted for and under the balance of the original applicable endpoint warranty.

The Customer shall be responsible for all other direct and indirect costs associated with the Replacement endpoints, including but not limited to costs associated with installation and maintenance. If the Customer agrees to pay for shipping and the most current Badger Meter published disposal fee per Replacement endpoint, Badger Meter will properly dispose of returned Shut Down endpoints.

## PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

## LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

**Exclusion of Consequential Damages and Disclaimer of Other Liability**

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIM: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

**SMART WATER IS BADGER METER**

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# COUNCIL MEMBER LIAISON RESPONSIBILITY

JULY 2021

DEPARTMENTS	COUNCIL MEMBERS
<i>Parks &amp; Recreation and Airport</i>	Jim Folse
<i>Municipal Court, Code Enforcement, Fire Marshall</i>	Floyce Brown
<i>City Hall and Records Management</i>	Robert K. Nelson, Mayor
<i>Finance, Safety and Insurance</i>	Jason Childers
<i>Police and Fire</i>	Becca Sitz
<i>Public Works, Public Utilities, Inspections, and Maintenance</i>	Brad Westmoreland