



CITY COUNCIL REGULAR MEETING (MOVED) CITY OF BAY CITY

Tuesday, March 24, 2020 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

Due to the City of Bay City practicing social distancing, City Hall Council Chambers will not be open to the public. Citizens may call (979) 323-1125 to listen and participate during the live meeting (i.e. public comments and to speak on agenda items). You can watch the live meeting by clicking on the following link: [City Council Meeting - Live](#)

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Jason W. Childers

Council Members: William Cornman, Brent P. Marceaux, Becca Slitz, Julie Estlinbaum

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

AGENDA

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."*

(Mayor Pro Tem Jason Childers)

CERTIFICATION OF QUORUM

MISSION STATEMENT

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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. DISCUSS, CONSIDER AND/OR APPROVE THE MINUTES FROM THE REGULAR COUNCIL MEETING HELD FEBRUARY 25, 2020.**

(Rhonda Clegg, Acting Deputy City Secretary)

- 2. DISCUSS, CONSIDER AND/OR APPROVE TRANSFERRING THE CITY OF BAY CITY'S COOPERATIVE TEAMWORK AND RECYCLING ASSISTANCE MEMBERSHIP TO KEEP TEXAS BEAUTIFUL AND THE NEW KEEP TEXAS RECYCLING PROGRAM.**

(Marla Jasek, Assistant Director of Public Works)

- 3. DISCUSS, CONSIDER AND TAKE NECESSARY ACTION TO RATIFY THE CONTRACT BETWEEN THE CITY OF BAY CITY, TEXAS AND LSPS SOLUTIONS, LLC., FOR PROFESSIONAL SERVICES TO CONDUCT A RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN.**

(Barry Calhoun, Director of Public Works)

- 4. DISCUSS, CONSIDER, AND TAKE NECESSARY ACTION TO RATIFY THE CONTRACT BETWEEN THE CITY OF BAY CITY, TEXAS AND JONES & CARTER FOR PROFESSIONAL ENGINEERING SERVICES AND SURVEYING SERVICES IN CONNECTION WITH THE RECONSTRUCTION OF THE NILE VALLEY ROAD PROJECT.**

(Barry Calhoun, Director of Public Works and Scotty Jones, Finance Director)

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 5. PRESENTATION OF 2019 TEXAS MUNICIPAL LIBRARY DIRECTORS ASSOCIATION (TMLDA) ACHIEVEMENT IN LIBRARY EXCELLENCE AWARD.**

(Samantha Denbow, Library Director)

- 6. RECEIVE SPECIAL RECOGNITION FROM THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PARKS AND NATURAL AREA AWARDS IN THE PROJECTS LESS THAN \$500,000 CATEGORY, THE BAY CITY PARKS AND RECREATION DREAMSCAPE.**

(Shawn Blackburn, Director of Parks and Recreation)

- 7. DISCUSS, CONSIDER AND/OR APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019.**

(Scotty Jones, Finance Director)

- 8. DISCUSS, CONSIDER AND/OR APPROVE ACCEPTING A \$2,000 DONATION FROM LONESTAR GC3 TO HOLD THE RIVERSIDE PARK SMOKE-OFF COOKOUT AT RIVERSIDE PARK.**

(Shawn Blackburn, Director of Parks and Recreation)

- 9. DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENT WHICH PROVIDES ECONOMIC INCENTIVES UNDER A BUSINESS RESILIENCY PROGRAM (SECOND READING).**

(Jessica Russell, BCCDC Executive Director)

- 10. DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENTS WHICH PROVIDE ECONOMIC INCENTIVES UNDER A BUSINESS RETENTION AND EXPANSION PROGRAM (FIRST READING).**

(Jessica Russell, BCCDC Executive Director)

- 11. DISCUSS, CONSIDER AND/OR APPROVE A VARIANCE REQUEST TO PLACE A 4 FEET SIDEWALK BETWEEN HOUSES, INSTEAD OF AN 8 FEET SIDEWALK AS REQUIRED BY SECTION 99-6 OF THE CITY'S CODE OF ORDINANCE.**

(DC Dunham, Lynn & Associates)

- 12. DISCUSS, CONSIDER AND/OR APPROVE THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY GAS COMPANY TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF BAY CITY FOR THE NILE VALLEY ROAD PROJECT AND OTHER ROAD PROJECTS.**

(Mayor, Robert K. Nelson)

- 13. DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF BAY CITY FOR THE NILE VALLEY ROAD PROJECT AND OTHER ROAD PROJECTS (PUBLIC HEARING AND FIRST READING).**

(Mayor, Robert K. Nelson)

- 14. DISCUSS, CONSIDER AND/OR APPROVE A SERVICE AGREEMENT WITH AVENUE INSIGHTS & ANALYTICS, LLC CONSULTANT SERVICES.**

(Scotty Jones, Finance Director)

- 15. DISCUSS, CONSIDER AND ADOPT A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORS FOR THE 2019 TEXAS CDBG PROGRAM CONTRACT 7219029.**

(Barry Calhoun, Director of Public Works)

- 16. DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION ADOPTING REQUIRED CDBG CIVIL RIGHTS POLICIES SIGNATURES FOR THE 2019 TEXAS CDBG PROGRAM CONTRACT 7219029.**

(Barry Calhoun, Director of Public Works)

- 17. DISCUSS, CONSIDER AND/OR APPROVE A RESOLUTION PROCLAIMING APRIL AS FAIR HOUSING MONTH FOR THE 2019 TEXAS CDBG PROGRAM CONTRACT 7219029.**

(Barry Calhoun, Director of Public Works)

- 18. DISCUSS, CONSIDER AND/OR DESIGNATE AN ENGINEERING SERVICE PROVIDER FOR PROFESSIONAL ENGINEERING AND SURVEYING TO DEVELOP REGIONAL DRAINAGE; AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT, APPROVED BY THE CITY ATTORNEY, WITH THE ENGINEERING SERVICE PROVIDER.**

(Marla Jasek, Assistant Director of Public Works)

- 19. DISCUSS, CONSIDER AND ADOPT A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORS FOR THE HURRICANE HARVEY – INFRASTRUCTURE CDBG DISASTER RECOVERY PROGRAM CONTRACT 20-065-048-C142.**

(Barry Calhoun, Director of Public Works)

- 20. Discuss, consider and approve a resolution adopting required CDBG-DR Civil Rights policies for the Hurricane Harvey - Infrastructure CDBG Disaster Recovery program contract 20-065-048-C142.**

(Barry Calhoun, Director of Public Works)

- 21. Discuss, consider and approve a resolution proclaiming April as Fair Housing Month for the Hurricane Harvey - Infrastructure CDBG Disaster Recovery program contract 20-065-048-C142.**

(Barry Calhoun, Director of Public Works)

- 22. DISCUSS, CONSIDER AND/OR APPROVE POSTPONING THE MAY 2, 2020 GENERAL ELECTION UNTIL NOVEMBER 3, 2020.**

(Rhonda Clegg, Acting Deputy City Secretary)

CLOSED / EXECUTIVE SESSION

- 23. CLOSED MEETING TO DISCUSS PERSONNEL MATTERS IN ACCORDANCE WITH TITLE 5, SECTION 551.074 OF THE TEXAS GOVERNMENT CODE (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: HOUSING AUTHORITY BOARD MEMBER.**

- 24. pursuant to Texas Government Code §551.071(2) to consult with their attorney regarding attorney - client privileged matters.**

OPEN SESSION

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

- 25. DISCUSS, CONSIDER AND/OR TAKE ANY 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 **Tuesday, March 17, 2020 before 6:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

CALL TO ORDER

Mayor Robert Nelson called the meeting to order at 6:00PM.

INVOCATION & PLEDGE

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

Councilman Brent Marceaux provided the invocation and led the pledge.

CERTIFICATION OF QUORUM

Mayor Robert Nelson certified that a quorum was present.

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 Brent Marceaux read the mission statement.

APPROVAL OF AGENDA

Councilman Brent Marceaux made a motion to approve the agenda and Mayor Pro Tem Jason Childers seconded the motion.

Motion made by Councilman Marceaux, Seconded by Mayor Pro Tem Childers.

Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman, Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

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.

There were not any public comments.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. Discuss, Consider and/or approve the minutes from the Regular City Council Meeting - February 11, 2020. (City Secretary, David Holubec)

Mayor Pro Tem Jason Childers requested that a change be made on one of the items as it had two approvers listed.

Motion made by Councilman Cornman, Seconded by Mayor Pro Tem Childers.

Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman, Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

2. Discuss, consider and/or approve a resolution of the City Council of the City of Bay City, Texas, authorizing the Bay City Community Development Corporation to enter into a performance agreement which shall provide economic incentives under a business retention and expansion program. (2nd Reading) (City Secretary, David Holubec)

Motion made by Councilman Cornman, Seconded by Councilwoman Sitz.
Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman,
Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

3. Discuss, consider and/or approve a resolution of the City Council of the City of Bay City, Texas, authorizing the Bay City Community Development Corporation to enter into a performance agreement, which shall provide economic incentives under a business retention and expansion **FACADE GRANT** Program. (2nd Reading) (City Secretary, David Holubec)

Motion made by Councilman Cornman, Seconded by Councilwoman Sitz.
Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman,
Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

4. Consider the adoption of Resolution No. R-2020-28, A Resolution by the City Council of the City of Bay City, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement and Notice of Sale; and Approving Other Matters Incidental Thereto (Finance Director, Scotty Jones)

Finance Director, Scotty Jones, addressed the Mayor, City Manager and Council to provide them information on the Certificate of Obligation.

Motion made by Mayor Pro Tem Childers, Seconded by Councilman Cornman.
Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman,
Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

5. Receive and discuss the Bay City Police Department 2019 Annual Report. (Police Chief, Robert Lister)

Police Chief, Robert Lister, addressed the Mayor, City Manager, and Council to provide them with an update on the 2019 Police Department statistics. A few of the topics mentioned were the 0% homicide rate, use of force cases, traffic stops, and an increase in traffic accidents. Chief Lister gave an overview of the amount of cases handled by the 7 Investigators employed by the department. Another topic that was addressed were the little amount of training hours that the report showed. This was due to personnel shortage. Councilman Brent Marceaux requested that the next update include the case

closure rate by Investigations. Chief Lister stated that they do have that information, it was just not included in the report.

6. Discuss, consider and/or approve recommended changes to the Bay City Tourism Council Bylaws. (Tourism Manager, Heidi Martinez)

Tourism Manager, Heidi Martinez, addressed the Mayor, City Manager and Council to seek approval for changes that need to be made to the tourism bylaws. The changes are for the mission statement, board member terms, and changing from a consensus vote to a majority vote. The changes were approved.

Motion made by Councilman Cornman, Seconded by Councilwoman Estlinbaum.

Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman, Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

7. Status update relative to the Aquatic Center Feasibility Study - current state and the path forward.(Councilman William Cornman)

Councilman Bill Cornman stated that he wanted to provide an update on the feasibility study. He advised that the CDC funded this study and that the city hasn't spent any money on it. The feasibility results should be ready sometime during March. He would like to have a joint meeting with the Council and CDC once the results are in. He stated that there would be two options listed. One that has been seen by the Council and a second one featuring a smaller pool to optimize maintenance and program costs. He also advised that this project would not be able to move forward without having partners. The partners include the hospital, ISD, County, City, and CDC. Councilman Cornman also stated that if the project did not move forward, the 16th Street pool would have to be renovated. If the project moves forward, two of the city's pools would be shut down. When the project is completed, the 16th Street pool would shut down immediately and the Hilliard pool would be turned into a splash pad.

It was stated that we need to have an open house meeting that includes the contractors, engineers, and volunteers so that any questions regarding this project could be answered.

CLOSED / EXECUTIVE SESSION

The Mayor, City Manager, and Council went into executive session at 6:53PM.

8. Executive Session - To discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities, discipline or dismissal of an officer or employee, or to hear a

complaint or charge against an officer or employee) (City Secretary) {Interim City Manager recap}.

Councilman Bill Corman made a motion to terminate City Secretary, David Holubec, effective immediately. Mayor Pro Tem Jason Childers seconded the motion. The motion was passed.

Motion made by Councilman Cornman, Seconded by Mayor Pro Tem Childers.
Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman,
Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

9. Executive session pursuant to Texas Government Code §551.071(1) for consultation with the City Attorney regarding the following: Cause No. 19-E-0013, Ronnie Dean Reeves, Vidala Leal Rodas, Danyal Sheniel Manning and the Bay City Housing Authority Vs. Mark A. Bricker, Mayor, Defendant.

No action taken.

10. Executive session pursuant to Texas Government Code §551.071(2) to consult with their attorney regarding attorney - client privileged matters.

No action taken.

OPEN SESSION

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

The open session was reconvened at 8:12PM.

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

Once back in open session, executive session item 8 was discussed. The information discussed is listed under that item.

ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilman Bill Cornman stated that he would be out of town for the next Council meeting on March 10th but that he would like a workshop beforehand to come up with a contingency plan if the coronavirus happens to reach our area. This workshop will start at 5:00PM. Mayor Robert Nelson stated that we need to make contact with Emergency Management and the hospital to see if they have a plan in place.

Mayor Pro Tem Jason Childers congratulated Councilman Cornman on his grandson's baseball accolades.

Councilwoman Becca Sitz stated that she would like to get together a campaign for cleaning up the town.

ADJOURNMENT

Motion made by Mayor Pro Tem Childers, Seconded by Councilman Marceaux.
Voting Yea: Mayor Nelson, Mayor Pro Tem Childers, Councilman Cornman, Councilman Marceaux, Councilwoman Sitz, Councilwoman Estlinbaum

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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 **Wednesday, February 19, 2020 before 7:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

The facility is wheelchair accessible and accessible parking spaces available. Request for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary's Office at 979-245-5311 or email, dholubec@cityofbaycity.org for further information.

Council Agenda Item

Consent Agenda for March 24, 2020

Submitted by Marla Jasek, Assistant Director Public Works

Discuss, consider and/or approve transferring the City of Bay City's Cooperative Teamwork and Recycling Assistance membership to Keep Texas Beautiful and the new Keep Texas Recycling program.

CTRA (Cooperative Teamwork and Recycling Assistance) has been assisting Bay City's recycling center with the marketing of materials for many years. As of January 1, 2020, CTRA has officially started transitioning to become part of Keep Texas Beautiful (KTB) as the new Keep Texas Recycling program. The attached form is the City's acknowledgement and approval of the assignment of our CTRA Agreement to KTB.

Ms. Rachel Hering will still be our main contact and will continue to provide the same quality of service.

Public Works recommends approval and looks forward to new programs that may be available under the KTB program.

Attachments: KTB cover letter
Transfer of "Membership Agreement"

February 20, 2020

Dear CTRA Member-

We are pleased to announce effective January 1, 2020, CTRA has officially started transitioning to the Keep Texas Recycling program under Keep Texas Beautiful. We will have new contact information and we will office at the KTB office space. Please update your files accordingly to reflect the following changes:

OLD ADDRESS & CONTACT INFORMATION:

CTRA

3355 Bee Caves Rd. Suite 304

Austin, TX 78746

Phone: 512-236-1134

Fax: 512-649-1006

NEW ADDRESS & CONTACT INFORMATION:

Keep Texas Beautiful

c/o Keep Texas Recycling

8850 Business Park Drive, Suite 200

Austin, TX 78759

Phone: 512-872-6630

Fax: 512-478-2640

rachel@ktb.org

Enclosed you will find a simple contract amendment to reflect the name change. **Please sign and return one of the copies, keep the other for your records.**

Keep Texas Recycling will continue to provide the quality of service that you have come to expect and I will remain your main contact. We value our relationship with your organization and feel this change will be a positive one. My cell phone (and the best way to reach me) will remain the same-512-577-4439, please feel free to reach out if you have any questions or concerns.

Warmest Regards,



Rachel Hering

Director, Keep Texas Recycling



Keep Texas Beautiful

KEEP AMERICA BEAUTIFUL AFFILIATE

8850 Business Park Dr., Ste. 200, Austin, TX 78759 | 1-800-CLEANTX | www.ktb.org

February 20, 2020

City of Bay City
Attn: Marla Jasek
1901 5th St.
Bay City, TX 77414

Re: Transfer of "Membership Agreement" by Cooperative Teamwork & Recycling Assistance ("CTRA") to Keep Texas Beautiful, Inc. ("KTB").

Dear Ms. Jasek:

CTRA is in the process of transitioning its recycling program to KTB. Following the transfer, KTB will be assuming all of CTRA's rights and responsibilities under the Membership Agreement ("Agreement") between the City of Bay City and CTRA establishing our cooperative relationship in support of our purchase of recyclable materials generated or produced by the City of Bay City. The new name for the program is Keep Texas Recycling (KTR).

CTRA is requesting your acknowledgement and approval of the assignment of our Agreement to KTB. Please sign the statement below to approve the assignment. If you have any questions or concerns, please don't hesitate to let me know. My new contact information is (512) 872-6630, rachel@ktb.org.

Sincerely,
Cooperative Teamwork & Recycling Assistance

By: 

Name/Title: Rachel Hering, Director, KTR

City of Bay City approves the assignment of the Agreement to KTB.

By: _____

Name/Title: _____

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

BACKGROUND:

The assessment is a requirement to meet new state and federal standards that every community has to complete by Year 2021. (American Water Infrastructure Act of 2018)

FINANCIAL IMPLICATIONS:

\$ 56,435.00 Funding Source – Utility Fund (Amendment will be provided)

RECOMMENDATION:

Staff recommends the City Council ratify the attached agreement.

Attachments: LSPS Solutions Contract

**Agreement for Professional Services For
Conducting a Risk and Resilience Assessment and Updating the City of Bay City's Emergency
Response Plan to Comply with the American Water Infrastructure Act of 2018 Requirements
Between the City of Bay City and LSPS Solutions, LLC**

This Agreement for Professional Services ("Agreement") is made between LSPS Solutions, LLC, 203 Windwood Lane, Victoria, TX ("Professional"), and the City of Bay City ("Owner") a Texas municipal corporation, 1901 Fifth Street, Bay City, TX 77414, who, in consideration of the mutual covenants of this Agreement, hereby agree as follows:

I. Scope of Services

1.1 Scope of Work. In accordance with the attached **Proposal for Conducting a Risk and Resilience Assessment and City of Bay City's Public Utility's Emergency Response Plan to Comply with the American Water Infrastructure Act of 2018 Requirements (Exhibit A)**, dated June 26, 2019, Professional shall provide all personnel and equipment necessary to complete the Risk and Resilience Assessment and update the Emergency Response Plan for the City of Bay City.

II. Payment

2.1 Payments to Professional. City agrees to pay Professional in accordance with the attached **Exhibit A**, a flat fee of **\$56,435.00**. Professional shall submit an invoice to City during the last week of each month for the portion of the work completed during that month. The City agrees to make payment on the invoice within 30 days of receipt of the invoice.

III. Term/Termination

3.1 Term and Termination. This Agreement shall commence no later than ten (10) days after execution and shall terminate upon completion of the project and delivery of the deliverables specified in the attached **Exhibit A**. City may terminate this agreement upon written notice to Professional with the understanding that all services being performed under this agreement shall cease upon the date specified in such notice. In the event of early termination, Professional shall invoice City for all services completed and shall be compensated in an amount corresponding to the percentage of the compensation corresponding to the percentage of the work satisfactorily completed on the effective date of termination, to the extent such work provides value to City.

IV. Miscellaneous

4.1 Ownership of Documents. All documents prepared and assembled by Professional pursuant to this agreement shall become property of City and shall be delivered to City without restriction of future use. Professional may make copies of any and all documents for its files.

4.2 Controlling Law. This agreement is performable and is to be governed by the law applicable in Matagorda County, Texas. Venue for any action arising under this Agreement shall be in Matagorda County, Texas.

4.3 Successors & Assigns. Neither City nor Professional shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Professional from employing independent consultants, associates and other employees to assist it in the performance of services hereunder.

4.4 No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits to anyone other than City and Professional.

4.5 Independent Contractor. In performing services under this agreement, the relationship between City and Professional is that of independent contractor, and City and Professional by the execution of this agreement do not change the independent contractor status of Professional. No term or provision of this agreement or act of Professional in the performance of this agreement shall be construed as making Professional the agent, servant, or employee of City.

4.6 Entire Agreement. This agreement, together with any referenced attachments, constitutes the entire agreement between the parties, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the 26 day of Feb., 2020.

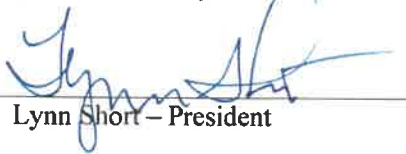
City of Bay City, Texas



Robert K. Nelson, Mayor

(seal)

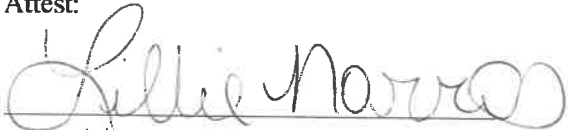
LSPS Solutions, LLC



Lynn Short – President

(seal)

Attest:



Lillie Norris

Printed Name

Attest:



Thomas Short – Vice President

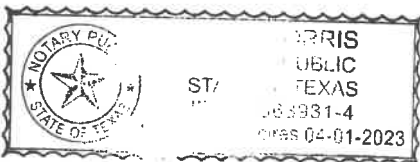


Exhibit A



Solutions, LLC

LSPS Solutions, LLC

203 Windwood Lane

Victoria, Texas 77904

361 / 212-8243

Lynn Short, President

June 26, 2019

Mr. Barry Calhoun
Director of Public Works
City of Bay City
1217 Avenue J
Bay City Texas 77414

Re: Proposal for Conducting a Risk and Resilience Assessment and City of Bay City's Public Utility's Emergency Response Plan to Comply with the American Water Infrastructure Act of 2018 Requirements

Barry,

President Donald J. Trump signed the American Water Infrastructure Act of 2018 into law on October 23, 2018. Section 2013 of this new legislation requires Community water systems to conduct Risk and Resilience assessments and to amend their Emergency Response Plans to address the findings of that Risk and Resilience Assessment. This section of the new law replaces the provisions in SDWA regarding anti-terrorism activities and instead creates requirements for assessing risks from malevolent acts, (including terrorism), and resilience to natural hazards.

This section requires certification to EPA that the assessment was complete and due dates are phased in by water system size as follows:

- $\geq 100,000$ persons by March 31, 2020;
- 50,000 to $< 100,000$ by December 31, 2020; and
- 3,300 to $< 50,000$ by June 30, 2021.

Six months after the assessment certification, another certification is due to EPA that the Emergency Response Plan has been updated to incorporate findings of the assessment.

Assessments are required to be reviewed every 5 years to determine whether the assessment must be revised. Again, a certification that this review was conducted, and the assessment revised, if applicable, is required to be submitted to EPA.

In order to help municipalities and utilities meet the requirements of this new law, LSPS Solutions, LLC staff have reviewed the three AWWA standards developed as guidance documents for the preparation of the Risk and Resilience Assessments and have familiarized ourselves with the ASME-ITI RAMCAP Plus Methodology for conducting the assessments. We have also re-familiarized ourselves with the EPA's Vulnerability Assessment Tool (VSAT) 6.0 software.

Additionally, as we discussed, LSPS Solutions is currently performing a Risk and Resilience Assessment for the Brazosport Water Authority in Lake Jackson, Texas and we have received verbal commitments to prepare them for the City of Victoria, City of Cuero and City of Gonzales. Following our review and familiarization with these standardized processes and software applications, and with the experience we are gaining from the Brazosport Water Authority project, we are confident that we can be a valuable resource for your system and that we will be able to adequately perform the Risk and Resilience Assessment and Emergency Response Plan amendment required by the American Water Infrastructure Act of 2018.

To that end, we are pleased to offer you the following proposal:

Proposal

Risk and Resilience Assessment

Using the ASME-ITI RAMCAP Plus Methodology for conducting the R&R Assessment, LSPS staff proposes to conduct the assessment in an eight-step process. These steps include:

1. ***Asset Characterization*** – *To determine what assets are in place and which are critical.*
 - a. In this step, LSPS employees will inspect your facilities and photo document your system's assets.
 - b. Following the initial inspection, LSPS staff will create a list of your assets and prioritize them based on their criticality and susceptibility to attack or disruption.

2. ***Threat Characterization*** – *To determine which threats and hazards should be considered.*
 - a. In this step, LSPS staff will determine a list of possible threats for each of the prioritized assets.
 - b. Once the list of possible threats is created, LSPS staff will use the EPA's VSAT 6.0 software application to assess the probability of each of the threats identified for the list of prioritized assets.
 - c. LSPS staff will then schedule and conduct a review meeting with you and your staff to ensure that all parties to the process agree with the list of prioritized assets and asset/threat pairs developed in the first two steps of the process before moving on the subsequent steps.

3. ***Consequence Analysis*** – *To determine what happens to the assets if a threat or hazard occurs, (i.e. how much money will be lost, how many lives lost or injuries result).*

- a. In this step, LSPS staff will determine a list of possible consequences for each of the probable threats identified in the previous step.
 - b. LSPS staff will then use the EPA's VSAT 6.0 and the AWWA's Cybersecurity Guide and Use Case software applications to assign quantitative values to the probable consequences for each of the probable threats. These consequences will be documented as fatalities, injuries, loss of revenue and estimated cost to the region.
4. ***Vulnerability Analysis*** – *To determine what vulnerabilities exist that would allow a threat or hazard to cause the pre-determined consequence.*
- a. In this step, LSPS Solutions employees will use information from the previous steps and the VSAT software application to create a list of vulnerabilities that exist that might contribute to a threat or hazard occurring.
 - b. Upon completion of this step, LSPS staff will then schedule and conduct a review meeting with you and your staff to ensure that all parties to the process agree before moving on.
5. ***Threat Analysis*** – *To determine what the likelihood of a terrorist attack or natural or dependency/proximity hazard occurring that might result in any of the consequences identified in the previous step.*
- a. In this step, LSPS Solutions employees will use information from the previous steps and the VSAT software application to determine how likely it is that one of the threats identified earlier in the process might actually occur and result in any of the pre-determined consequences.
6. ***Risk/Resilience Assessment*** – *To determine the Risk/Resilience scores resulting from the previous steps in the analysis.*
- a. Using the equations presented in the RAMCAP methodology, LSPS staff will score the system's risk and resilience values.
 - b. Upon completion of this step, LSPS staff will then schedule and conduct a review meeting with you and your staff to ensure that all parties to the process agree before moving on.
7. ***Risk/Resilience Management*** – *To determine which options exist to reduce the risks identified in previous steps and thereby improve the resilience of the utility and to conduct a cost/benefit analysis for each of these options.*
- a. In this step, LSPS Solutions employees will use information from the previous steps and the VSAT software application to create a list of possible options that might be pursued in order to mitigate the effects of the previously identified probable threats.
 - b. LSPS staff will then conduct a cost/benefit analysis for each of the options to determine if they are worthy of further consideration.
 - c. Upon completion of this step, LSPS staff will then schedule and conduct a review meeting with you and your staff to ensure that all parties to the process agree before moving on.

8. Final Report and Certification

- a. In this final step of the R&R Assessment, LSPS Solutions staff will generate a draft final report that documents the previously conducted steps in the process and the results and findings from each of these previous steps.
- b. LSPS Solutions staff will then submit the draft final report to you and your staff for review.
- c. After allowing sufficient time for review, LSPS staff will schedule and conduct a final meeting with you and your staff to review and finalize the report.
- d. Following that final review meeting, LSPS staff will edit the report to adopt any revisions identified during the final review meeting and will then finalize and print the report.
- e. LSPS Solutions staff will then write the certification letter and deliver the completed report and certification letter to you so that you can make the required submittal to the EPA in advance of the specified deadline.

Emergency Response Plan

Within six months of completing the Risk and Resilience Assessment and submitting the required certification letter to the EPA, the utility is required to submit a second certification letter to the EPA certifying that they have amended their emergency response plans to reflect the results of their previously performed Risk and Resilience Assessment.

To assist you with this requirement LSPS Solutions proposes to:

- Review your current Emergency Response Plan.
- Edit the Emergency Response Plan to incorporate the results of the Risk and Resilience Assessment results.
- Submit a draft revised Emergency Response Plan for review.
- After allowing sufficient time for review, LSPS staff will schedule and conduct a final meeting with you and your staff to review and finalize the Emergency Response Plan.
- Following that final review meeting, LSPS staff will edit the Emergency Response Plan to adopt any revisions identified during the final review meeting and will then finalize and print the plan.
- LSPS Solutions staff will then write the certification letter and deliver the completed Emergency Response Plan and certification letter to you so that you can make the required submittal to the EPA in advance of the specified deadline.

Deliverables

Upon completion of each of the major components of the project, (Risk and Resilience Assessment and Emergency Response Plan), LSPS Solutions will deliver the following:

1. Three (3) hard copy printed reports or plans in three ring binders.
2. One (1) electronic copy of the report or plan in both Microsoft Word and .pdf format.
3. One (1) printed hard copy of the certification letter for signature and submittal to the EPA.
4. One (1) electronic copy of the certification letter in both Microsoft Word and .pdf format.

Timeline

LSPS Solutions, LLC proposes to complete the scope of work for the Risk and Resilience Assessment over a period of eight consecutive months. Because of the deadlines for certification imposed by the law, it is imperative that a fully executed contract be in place at least eight months prior to the first certification date.

LSPS Solutions, LLC proposes to complete the scope of work for the Emergency Response Plan over the six-month period between the first and second certification letter deadlines.

Fee

LSPS Solutions, LLC agrees to perform the above referenced services for a lump sum amount of \$56,435.00.

Process Step	Fee
Step 1 - Asset Characterization	\$ 3,129.00
Step 2 - Threat Characterization	\$ 5,972.00
Step 3 - Consequence Analysis	\$ 3,726.00
Step 4 - Vulnerability Analysis	\$ 5,972.00
Step 5 - Threat Analysis	\$ 3,726.00
Step 6 - Risk/Resilience Analysis	\$ 5,972.00
Step 7 - Risk/Resilience Management	\$ 5,972.00
Step 8 - Final Report & Certification	\$ 8,519.00
Emergency Response Plan	\$ 13,447.00
Grand Total	\$ 56,435.00

Although the work could conceivably be completed in its entirety in FY 2021, to do so, work would have to commence no later than October 1, 2020. To avoid any possibility of getting off to a late start and risking missing the EPA’s first certification date, we suggest starting the work earlier in FY 2020 which would allow for the completion of the Risk and Resilience Assessment well in advance of the certification deadline. In order to do that, we propose:

- to include Steps 1-5 of the Risk and Resilience Assessment in the **FY 2020 budget cycle** in the amount of **\$22,525.00** and executing a contract in time to **begin this work by June 2020**.
- To include Steps 6-8 of the Risk and Resilience Assessment and the Emergency Response Plan in the **FY 2021 budget cycle** in the amount of **\$33,910.00** and **executing a contract for this work in October 2020**.

Terms

LSPS Solutions, LLC will invoice the City of Bay City during the last week of each month for the portion of the work completed during that month. The City of Bay City agrees to make payment on the invoice within 30 days of receipt of the invoice.

Upon your review of this proposal, should you have questions or concerns regarding this matter, please contact me at 361 / 212-8243. I look forward to working with you and your staff on this very important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lynn Short". The signature is fluid and cursive, with a large initial "L" and "S".

Lynn Short, President



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Frost Insurance - Victoria, P O Box 2625, Victoria TX 77902
CONTACT NAME:
PHONE (A/C, No, Ext): 361-580-9010
FAX (A/C, No): 361-580-9065
INSURER(S) AFFORDING COVERAGE: INSURER A: National Fire Insurance Co., INSURER B: Hiscox Insurance Company Inc, INSURER C, INSURER D, INSURER E, INSURER F

COVERAGES CERTIFICATE NUMBER: 1057565665 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City of Bay City, 1901 Fifth Street, Bay City, Texas 77414
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Frost Insurance Agency Inc, PO Box 2625, Victoria TX 77902-292. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Capitol Specialty Insurance Corporation, INSURER B: Kinsale Insurance Company, INSURER C: Hallmark County Mutual Insurance Co., INSURER D, INSURER E, INSURER F. NAIC #: 10328, 38920, 29408.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include: B COMMERCIAL GENERAL LIABILITY (0100085747-0), C AUTOMOBILE LIABILITY (A42518918), UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, A Pollution Liability (EV20191184-01).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Bay City, 1901 Fifth Street, Bay City, Texas 77414, TX 78501. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Michael H. Berg.



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.

Citizen City Staff Council Member

Requestor Name: Barry Calhoun and Scotty Jones

Date Submitted: 03/19/2020

Position Title (If City Staff): Dir. of Public Works and Finance Director

Council Meeting Date: 03/24/2020

Type of Agenda Item:

- Consent Agenda Presentation
 Regular Item for Discussion
 Public Hearing
 Executive Session

Agenda Wording:

DISCUSS, CONSIDER, AND TAKE NECESSARY ACTION TO RATIFY THE CONTRACT BETWEEN THE CITY OF BAY CITY, TEXAS AND JONES & CARTER FOR PROFESSIONAL ENGINEERING SERVICES AND SURVEYING SERVICES IN CONNECTION WITH THE RECONSTRUCTION OF THE NILE VALLEY ROAD PROJECT.

Executive Summary of Item:

BACKGROUND:

On January 14, 2020 Workshop, the City Council reviewed the Nile Valley plans to restore Nile Valley Drive and approved to use the \$6,000,000 as the estimate and begin to work on interlocal agreements. City Manager was approved to move forward with Jones and Carter using any available funds after reimbursement resolution in place. This agenda item is just to ratify the contract that was executed after all parties agreed on contract.

FINANCIAL IMPLICATIONS:

\$ 477,000 Funding Source – CO 2020 (Reimbursement Resolution in place)

RECOMMENDATION:

Staff recommends the City Council ratify the attached agreement.



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 01/14/20 05:00 PM
Department: City Secretary
Category: Discussion
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 4126

5.1

ADOPTED

AGENDA ITEM (ID # 4126)

~ DISCUSS, CONSIDER AND/OR APPROVE PLANS TO RESTORE NILE VALLEY DRIVE AND GIVE STAFF DIRECTION FOR IMPLEMENTATION.

COMMENTS - Current Meeting:

Jones & Carter representative, Matt Breazeale, presented construction options to Mayor and Council. After much discussion, Council approved issuing \$6 million in certificates of obligation that will cover the reconstruction cost. City Manager, Richard Morton will work with the Bay City Gas Company and the Bay City Community Development Corporation to partner with the City to repay this debt. City Manager will move forward with the engineering with Jones and Carter using available funds, with a reimbursement resolution to follow at a later date.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jason W. Childers, Mayor Pro Tem
SECONDER: Julie Estlinbaum, Councilwoman
AYES: Nelson, Marceaux, Cornman, Childers, Estlinbaum
EXCUSED: Becca Sitz



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

January 13, 2020

Mayor Robert Nelson
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Proposed Nile Valley Road Reconstruction Project
Avenue F (SH 60) to 7th Street (SH 35)
Bay City, Matagorda County, Texas

Dear Mayor Nelson:

We appreciate the opportunity to present this proposal for Professional Engineering and Surveying services in connection with the project referenced above.

Project Understanding

Jones | Carter (ENGINEER) understands that the City of Bay City (CLIENT) intends to reconstruct Nile Valley Road between Dr. Martin Luther King Jr. Drive to 7th Street (SH 35) (0.50 miles) (SECTION 1) and Avenue F (SH 60) to Dr. Martin Luther King Jr. Drive (2.21 mi) (SECTION 2) to create an Urban Collector cross section with design speed 55 MPH. Based on our understanding of your project, the review and approval process, and the site characteristics, we prepared the following Scope of Services and fee proposal for your consideration.

Scope of Services

I. Surveying Services

- A. **Topographic Survey** – We will provide topographic survey and survey control within the right of way boundaries for the length of the project with cross sections every 100', from ROW to ROW, with visible utilities only. At Cottonwood Creek: 100' grid including LCRA canal to south boundary line. The previous survey will be used and amended. Vertical control will be based on the NAVD 88 datum. Using the survey data, we will prepare a topographic map of the project with elevations and improvements within the right-of-way.

Nile Valley at Hwy 35 (Road Patches Only) Lump Sum = \$6,000
 Nile Road from 2ND Street to Roberts Road Lump Sum = \$20,000
~~Hwy 60 to E. fork of Cottonwood Creek Lump Sum = \$18,000~~ *MRB*
 Establish Existing ROW Lump Sum = \$6,000

II. Engineering Services

- A. Preliminary Design** – The ENGINEER will provide options for the method of road rehabilitation. The ENGINEER will present the options and recommendations to the CLIENT for their review and final decision. Our services include the design and preparation of a schematic plan view and typical sections for each option.

Section 1: Nile Road from 7th Street (SH 35) to Dr. Martin Luther King Jr Dr. Lump Sum = \$50,000

Section 2: Nile Road from Dr. Martin Luther King Jr Dr. to Avenue F (SH 60) Lump Sum = \$145,000

- B. Final Design** - The ENGINEER will use applicable design criteria from the CLIENT or county or state.

The submittal will include the following:

- Cover sheet
- General notes sheet
- Typical roadway cross sections
- Survey control map
- Drainage area map with hydraulic calculations
- Plan and profile sheets (1"=20' plan scale but printed on 11x17 for a 1"=40')
- Retaining Wall sheets (as needed)
- Traffic control plan
- Signage and pavement marking plans
- Storm Water Pollution Prevention Plan (layout and details)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Review Comment Response
- Specification table of contents

- C. Retaining Wall Layouts** – Additional Service , if needed.

The Engineer shall provide retaining wall layouts to include the following:

1. Plan View
 - a. Beginning and ending wall points by station, offset, and roadway alignment.
 - b. Additional points as necessary to describe relationship of wall alignment to roadway alignment(s).
 - c. Indicate which side is the "Face of Wall".
 - d. Horizontal curve information, if applicable for wall alignment.
 - e. Location of soil borings.

- f. Drainage, signing, lighting, etc. that is mounted on, or passing through wall.
 - g. Subsurface drainage structures or utilities which could be impacted by wall construction.
2. Elevation View
- a. Existing ground line along wall alignment.
 - b. Finished grade line at face of wall.
 - c. Top of retaining wall grade line.
 - d. Soil boring information shown at the correct elevation and scale.
 - e. Drainage, signing, lighting, etc. as noted above.
 - f. Drainage structures and utilities as noted above.
 - g. Limits of additional soil/subgrade improvement recommended in the geotechnical investigation.

Section 1: Nile Road from 7th Street (SH 35) to Dr. Martin Luther King Jr Dr. Lump Sum = \$55,000
Section 2: Nile Road from Dr. Martin Luther King Jr Dr. to Avenue F (SH 60) Lump Sum = \$165,000
Additional Service: Retaining Wall Design at UPRR Bridge Time & Material = \$30,000

Proposed Fee

We propose to accomplish the Services described herein in accordance with the enclosed General Conditions of Agreement (GCA). We propose to perform the described scope of services for the lump sum and hourly fees listed above, plus reimbursable expenses and applicable sales tax. This fee estimate is based upon an anticipated design and approval duration of 6 months. Our current Schedule of Hourly Rates and our current Schedule of Reimbursable Expenses are enclosed.

TOTAL LUMP SUM SURVEY =	\$56,000 ^{\$32,000} <i>mb</i>
TOTAL LUMP SUM SECTION 1 =	\$105,000
TOTAL LUMP SUM SECTION 2 =	\$310,000
TOTAL ADDITIONAL SERVICES TIME AND MATERIAL =	\$30,000
TOTAL ESTIMATED FEE =	\$495,000 ^{\$477,000} <i>mb</i>

Schedule

Once authorized to commence work on the project we have the following comments:

- The topographic survey will be completed approximately six (6) weeks after receiving authorization to proceed.
- The schematic design will be completed approximately six (6) weeks after receiving the survey.
- The final design will be completed approximately eight (8) weeks after the CLIENT approves the preliminary design.
- The final construction documents will be completed approximately six (6) weeks after the Comment Meeting with the CLIENT.

Other Considerations – This proposal is limited in scope and fee and has been based upon the following:

1. This proposal does not include services for Archaeological, Historic, or Endangered Species Studies. If required, these items shall be furnished by the Client. If requested, JC can forward a list of several firms that we have worked with in the past providing these services.
2. Should wetlands mitigation be required or mitigation modeling be required as part of the Nationwide permit efforts, a separate proposal will be generated. Additionally, if Individual Permitting is required, a separate cost proposal will be generated for that work.
3. Should alternative hydraulic drainage modeling be required, a separate proposal will be generated.
4. JC shall not be involved in the design of water/sanitary line relocation. Should the project require water/sanitary line relocation, the design can be furnished by JC as an additional service to this contract.
5. Any review or permit fees associated with the project (except TDLR) shall be paid by the Client, or if paid by JC, shall be considered as a reimbursable expense not included in any lump sum or not-to-exceed fees proposed.
6. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
7. Reimbursable expenses including outside services not performed by JC personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
8. This proposal shall be subject to the enclosed General Conditions of Agreement.
9. Should alternative hydraulic drainage modeling be required, a separate proposal will be generated.

10. Geotechnical Report has been completed by Terracon. If additional information is required, a separate proposal will be generated.
11. The Railroad Bridge is to remain. If a new bridge is required, a separate proposal will be generated.
12. Contract and Construction Phase Services are not included. Should these services be required, a separate proposal will be generated.
13. Railroad fees are not included. Work within the existing railroad right-of-way is not expected. If a railroad permit and flagging are required, a separate proposal will be generated.
14. Fees do not include sales taxes that may be imposed.
15. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
16. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. An executed copy of this proposal will serve as our notice to proceed. Each individual executing this Contract on behalf of the CLIENT or ENGINEER, by this execution, acknowledges that he is duly authorized to commit the CLIENT or ENGINEER to this contract. Please return one fully executed copy of these documents to our office. Should you have any questions or comments, please call 713.777.5337.

Sincerely,



B. Andrea Cheng Ranft, P.E.
Senior Project Manager

Sincerely,



Colby W. Wright, P.E., PTOE
Manager, Traffic Engineering

Attachments

APPROVED BY:

Robert K. Nelson

Printed Name



Robert K. Nelson

Signature of Authorization

3/16/2020

Date

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIABILITY LIMITATION

The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to abide by its Standard of Care.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



Texas Municipal Library Directors Association

February 7, 2020

Richard Morton
Interim City Manager
City of Bay City
1901 Fifth Street
Bay City, TX 77414

Dear Richard Morton:

Congratulations go to the City of Bay City. The Bay City Public Library has been awarded the 2019 Texas Achievement in Library Excellence Award.

Libraries awarded this honor were required to meet a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria.

This year, only 53 Libraries out of 571 Texas public library systems were awarded this honor. This means your Library is in the top 10% of public libraries in the entire State of Texas.

Please accept our sincere congratulations to a city which values and provides quality Library services and programs for the continued education and personal enrichment of its residents.

Sincerely,

Shelley Holley, Frisco Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association
An Affiliate Organization of the Texas Municipal League
www.tmla.org



EXECUTIVE SUMMARY:

BACKGROUND:

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

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

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

IMPACT ON COMMUNITY SUSTAINABILITY:

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

RECOMMENDATION:

Staff recommends City Council approve the CAFR for fiscal year ended September 30, 2019.

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

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENT WHICH PROVIDES ECONOMIC INCENTIVES UNDER A BUSINESS RESILIENCY PROGRAM.

WHEREAS, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

WHEREAS, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

WHEREAS, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

WHEREAS, the BCCDC has approved a Business Resiliency Program that creates a loan to grant program for Projects related to business development include land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to promote new or expanded business development (Sec. 505.158 of the Texas Local Government Code). Loan amounts will be awarded for estimated cost of the improvements a maximum grant amount of \$30,000 for any one project; and

WHEREAS, the Project meets the requirements of Chapter 505, subchapter C, Authorized Projects, and Chapter 505, subchapter D, Authorized Projects, of the Texas Local Government Code;

WHEREAS, the City Council of the City of Bay City, Texas finds that the public hearing required under Section 505.159 of the Texas Government Code was held by the BCCDC on January 29, 2020; and

WHEREAS, the cost of the Project is approximately \$100,000.00; and

WHEREAS, the City Council of the City of Bay City, Texas finds the Project will promote new and expanded business enterprises in and near the City of Bay City, Texas; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for good government, peace, order, trade and commerce of the City of Bay City, Texas and necessary for properly carrying out the authority granted by law to the City of Bay City, Texas and the BCCDC; and

WHEREAS, the Board of Directors of the BCCDC has found that the Project shall promote new or expanded business development; and

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2020, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2020.

APPROVED AND ADOPTED on _____, 2020.

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

ATTEST

DAVID HOLUBEC, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFEY,
CITY ATTORNEY

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO
ENTER INTO A PERFORMANCE AGREEMENTS WHICH PROVIDE ECONOMIC
INCENTIVES UNDER A BUSINESS RETENTION AND EXPANSION PROGRAM.**

WHEREAS, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

WHEREAS, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

WHEREAS, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

WHEREAS, the BCCDC has approved a Business Retention and Expansion Program that provides 50% matching funds for Projects related to façade improvement, sign improvements, property improvement, and/or demolition, to promote new or expanded business development (Sec. 505.158 of the Texas Local Government Code). Loan amounts will be awarded for one-half the cost of the improvements with available grants ranging from up to \$5,000 to up to \$15,000 for any one project; and

WHEREAS, the Project meets the requirements of Chapter 505, subchapter C, Authorized Projects, and Chapter 505, subchapter D, Authorized Projects, of the Texas Local Government Code;

WHEREAS, the City Council of the City of Bay City, Texas finds that the public hearing required under Section 505.159 of the Texas Government Code was held by BCCDC on this program on February 24, 2020; and

WHEREAS, the original cost of the Project is approximately \$100,000.00, and BCCDC desires to continue the Project with \$100,000.00 in additional funding; and

WHEREAS, the City Council of the City of Bay City, Texas finds the Project will promote new and expanded business enterprises in and near the City of Bay City, Texas; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for good government, peace, order, trade and commerce of the City of Bay City, Texas and necessary for properly carrying out the authority granted by law to the City of Bay City, Texas and the BCCDC; and

WHEREAS, the Board of Directors of the BCCDC has found that the Project shall promote new or expanded business development; and

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2020, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2020.

APPROVED AND ADOPTED on _____, 2020.

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

ATTEST

DAVID HOLUBEC, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFEY,
CITY ATTORNEY



Variance Request

City of Bay City

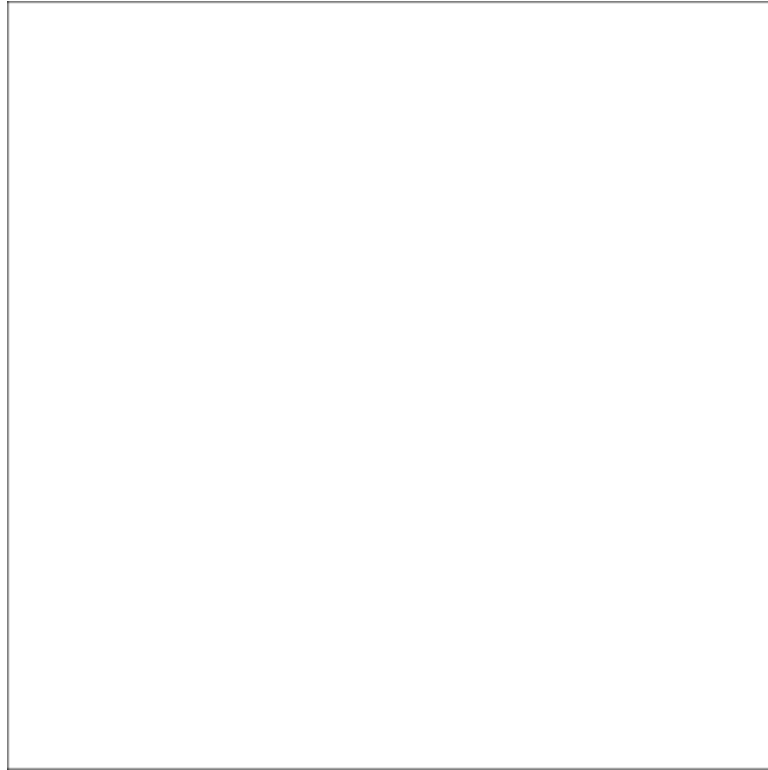
Submitted On:

February 14th, 2020 @ 3:29pm

Date	February 14, 2020 02:28 PM
Full Name	Stuart Lynn
Address of Requestor	1221 Avenue F Bay City TX 77414
Phone Number	9792448787
Email	cindy.pardue@lynngroup.com
Address of Subject Property	Cottonwood Park Subdivision Bay City TX 77414
Legal Description of Subject Property	Cottonwood Park Subdivision
Section(s) of the City's Code of Ordinances from Which the Variance is Being Sought:	Section 99-6
In detail, please state the reason for the request:	<p>We are requesting to put in a 4'''' sidewalk between the houses and the green space and a 5'''' sidewalk between the side of the house on Lot 1 and Avenue G.</p> <p>The single family houses face the green space and Cottonwood Creek and there will never be a street located there. The form based codes require 8'''' sidewalks between the houses and a street. The boundary at Avenue G does not provide sufficient space for an 8' sidewalk between the curb and the street.</p>

Drawing or illustration depicting the property affected by the request:

https://cdn.seamlessdocs.com/signature/202002/1581712172615_fGIMrGMGrGx1pE2r.png



Instead of drawing you may upload file(s) drawing or illustration depicting the property affected by the request:

<https://seam.ly/7SfykJTe>

Signature Data

First Name: Stuart

Last Name: Lynn

Email Address: cindy.pardue@yahoo.com

Stuart Lynn

Signed at: 02/14/2020 02:28PM



DATE: March 3, 2020
TO: City Council
FROM: Marla Jasek
SUBJECT: Cottonwood Park S/D,
Variance Request—Public Sidewalk widths

Stuart Lynn is requesting a variance to Bay City’s Code of Ordinances Chapter 99 Downtown Bay City Land Development Code. Mr. Lynn has proposed construction of a 4 ft wide sidewalk between the new houses and the creek and a 5 ft wide sidewalk along Avenue G.

The applicable sections of City Ordinance are shown below.

Sec. 99-1. - Purpose.

The purpose of the Downtown Bay City Land Development Code is to reinforce the existing character and form of the Downtown. The form-based code is a reflection of the community vision for the North Downtown, the comprehensive plan, and the historic built area(s) as identified in the section 99-3, regulating plan, figure 1.0.

Sec. 99-6. - Landscape requirements.

(a) Furnishing zones and landscape standards. When an applicant has added additional streets or the city requires improvements to the "public frontage" zone which includes: furnishing zones, pedestrian zones and a shy zone. Landscape in DC or ND shall provide, at a minimum the following standards, by sub-district:

Downtown Core: A minimum ten-foot wide landscape area,

North Downtown: A minimum six-foot wide landscape area that includes:

(1) Furnishing zone that is a minimum of six feet in depth and may include street lights, benches and canopy trees. A furnishing zone shall include one of the following:

Tree grate standards. One canopy tree per 30 feet in lineal building shall be provided the entire length of the parcel the building is fronting.

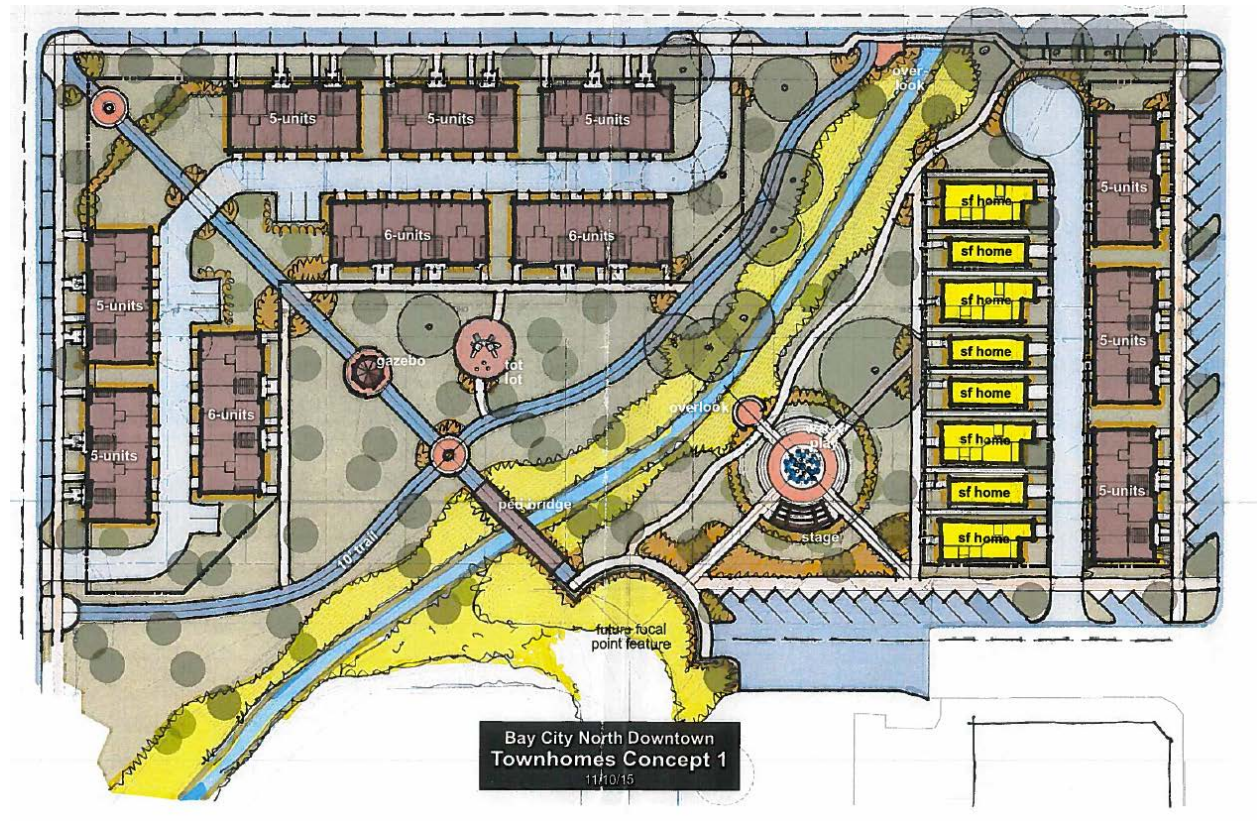
(2) Planter beds. A minimum width of six feet with a maximum length of 25 feet that contains one canopy tree per bed and 100 percent ground cover.

(3) Pedestrian zone. Eight to ten feet of unobstructed sidewalk

(4) Shy zone. Comprised of 12 inches to two feet that includes the area from the edge of the building to the edge of the pedestrian zone.

The Cottonwood Park Subdivision is in the North Downtown District. The proposed building lot types include Sideyard Houses, Townhouses, and Apartments. The new Sideyard houses do not face a street but the creek is considered their “frontage zone.”

The existing sidewalks along Avenue G in the existing downtown area range in width from 8 ft to 12 ft wide with planters restricting the width in a few locations. The concept plan for the North Downtown Development shows a walkable two block development. The intent of the form-based codes is to continue the “character and form” from the existing downtown to the North Downtown area. This would include pedestrian zones (sidewalks) of similar width.



Options:

1. Deny the variance request and require all sidewalks in the development to be a minimum of 8 feet wide.
2. Consider granting a variance for the sidewalk between the houses and the creek with the understanding that common area sidewalks to a future amenity would be a minimum 8 ft wide along the creek; and an 8 ft sidewalk would be place along Avenue G where possible (the section of the block between the houses and 8th Street and future extension to the north.)
3. Grant the variance as requested.

Future Consideration:

The pedestrian ramp at the corner of 8th Street and Avenue G should be designed to accommodate a sidewalk along 8th Street in the future.

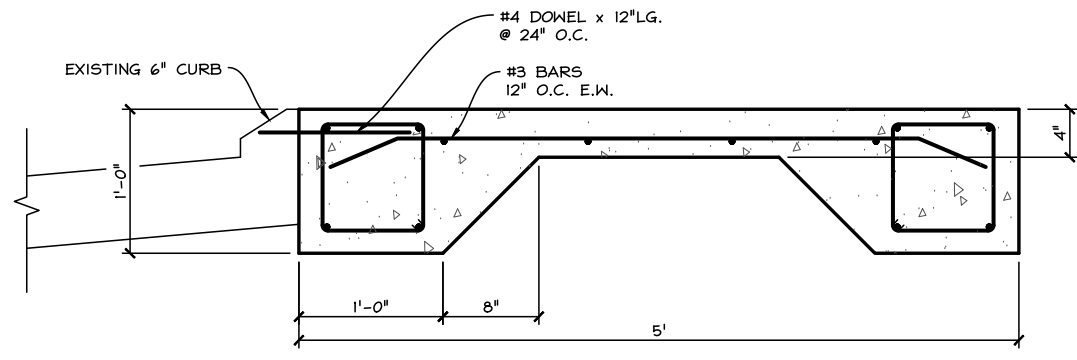
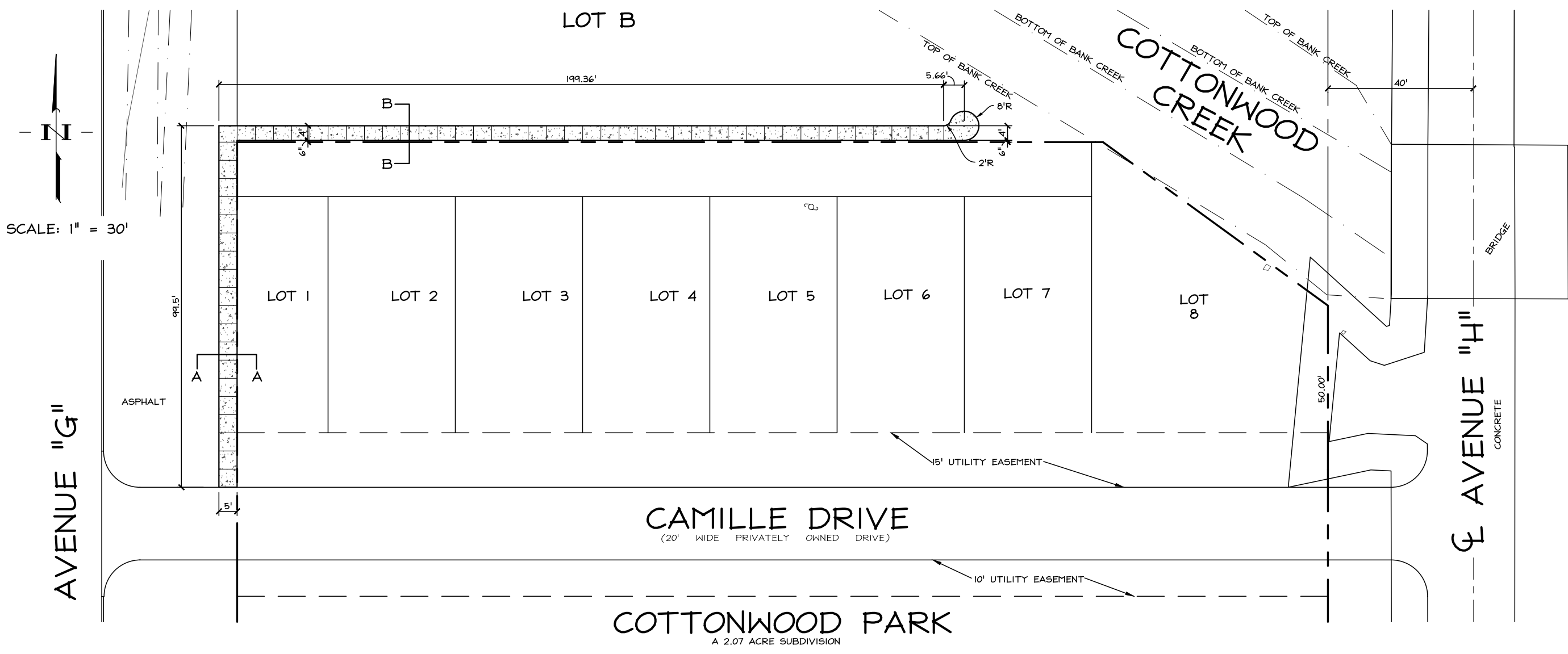
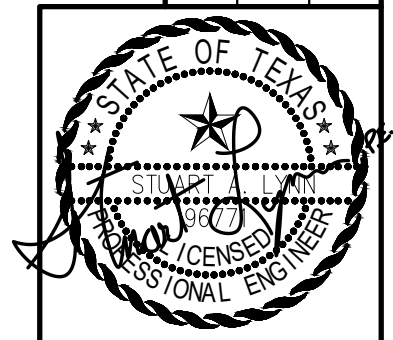
Marla Jasek, PE, CFM
Asst. Director of Public Works



1221 AVENUE F
BAY CITY, TEXAS 77414
PH: (979) 245-8900
FAX: (979) 245-5345

JOB No: N/A
DRAWN BY: SNS
SCALE: AS SHOWN
DATE: 1/23/2020

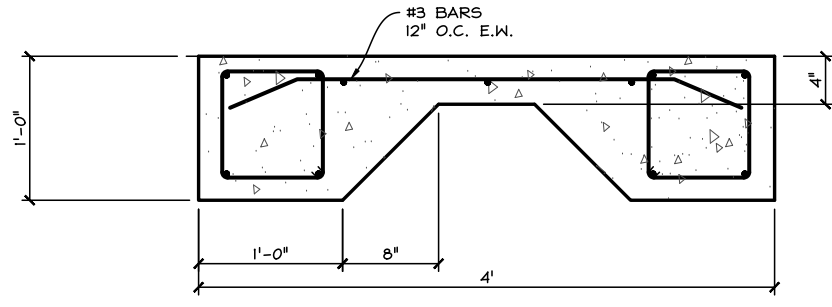
COTTONWOOD PARK SUBDIVISION
EIGHTH STREET - BAY CITY, TEXAS
SIDEWALK PAVING PLAN



SECTION "A-A"
N.T.S.

DETAIL NOTES

- 300 PSI @ 28 DAYS
- CONSTRUCTION JOINTS EVERY 5'
- MUST HAVE SLOPE LESS THAN 1:20



SECTION "B-B"
N.T.S.

INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF BAY CITY, TEXAS, AND THE BAY CITY GAS COMPANY
REGARDING IMPROVEMENTS TO NILE VALLEY ROAD

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

This Interlocal Cooperation Agreement is made and entered into effective the latest date shown below, between the City of Bay City (hereinafter “City”), a political subdivision of the State of Texas, acting by and through its duly elected City Council, the Bay City Gas Company (hereinafter “BCGC”), acting through its duly appointed Board of Directors.

W I T N E S S E T H:

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration stated herein below, City and BCGC hereby mutually agree as follows:

**ARTICLE I.
PURPOSE**

It is the purpose of this Agreement to provide assurance to City that BCGC will continue to disburse a minimum level of financial support sufficient to support one half of City’s annual debt service on Certificates of Obligation (hereinafter the “Debt Service”) for the improvement of Nile Valley Road (hereinafter the “Projects”).

**ARTICLE II.
AUTHORITY**

This Agreement is entered into by the parties hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. This Agreement shall be governed by and subject to the laws of the State of Texas. Any of the terms and conditions of this Agreement are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

ARTICLE III.
TERMS

It is the intent of the parties that the following shall be the obligations of each party to this Agreement:

1. City shall have all operational authority, including, but not limited to, planning, contracting, engineering, and construction, to complete the Projects and issue approximately \$6,000,000.00 in financing for a 15 year term (the "Debt") by the appropriate method as allowed by law and at the City's discretion. The City shall endeavor to arrange financing in the most favorable way to benefit the Parties. The City shall be the applicant for the Debt and has all legal responsibility for the Project. The City shall exchange information with BCGC regarding the process of financing and shall seek BCGC's input.

2. BCGC's contribution commitment is to one-half of the Debt Service and is estimated not to exceed \$240,000.00 per year (the "Estimated Maximum Annual Contribution"). The City will promptly notify BCGC of the amount of each year's Debt Service (the "Actual Annual Debt Service") as soon that information is determined. The City and BCGC recognize that BCGC ratepayers are a subset of the citizens of Bay City and that, if gas rates become uncompetitive, customers are motivated to discontinue service. In the event that BCGC's profitability may be insufficient to support one-half of the Debt Service up to the Estimated Maximum Annual Contribution, City and BCGC acknowledge that the only recourse available to BCGC will be to draw down reserves or enter into a rate-making process. To the extent that one-half of the Actual Annual Debt Service is less than the Estimated Maximum Annual Contribution, that fact alone shall not operate to reduce the amount of the total disbursement from BCGC to City. Recognizing that market conditions will inevitably vary, BCGC, contemporaneously with this Agreement, is entering into a process to revise the formula for determining financial reserves in order to

support this Agreement. The City acknowledges that, until such a revised formula is funded, annual profitability and distributions to the City in excess of the obligations of this Agreement, will be impacted, but BCGC will in all events honor the provisions of this Agreement.

4. Nothing in this agreement should be construed to restrict the authority of City to expend all sums dispersed to City by BCGC in the sole sound discretion of the City. The Parties agree that the Nile Valley Road project is the first priority. However, if excess funds exist following the completion of the Nile Valley Road project, the City may expend all remaining funds on the repair of roads within the City. The City shall consult with BCGC on its plan of action, however, any further roads to be repaired shall be at the sole discretion of City. Further, any excess funds shall be expended on the repair of roads only.

5. Should there be cost overruns as to the Projects, the City shall assume any further financial responsibility for the costs associated with the Projects contemplated by this Agreement. Should the City increase the total amount of the Debt, scope of the Projects, bundle, or refinance this debt in a manner that operates to increase one-half of the Actual Annual Debt Service to an amount greater than Estimated Maximum Annual Contribution, this agreement shall not operate to bind BCGC to a minimum annual disbursement greater than Estimated Maximum Annual Contribution.

6. The term of this Agreement shall commence on the date of execution hereof and shall terminate when the Debt is paid in full, or upon the expiration of the original term of the Debt whichever comes first. If, for any reason, the Debt as contemplated is not issued prior to the end of City FY 19-20, this Agreement shall be void.

ARTICLE IV. MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement between BCGC and City and supersedes any

prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

This Agreement is solely for the management convenience of the City and BCGC. No other person or entity is entitled to rely upon it. BCGC has no relationship with any holder of the Debt and undertakes no duty thereto. To the extent permitted by law, City shall DEFEND, INDEMNIFY, AND HOLD HARMLESS BCGC, its officers, agents, and employees from any private action or public enforcement arising from the Debt.

No amendment, modifications, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement with the same formality as this execution. Transmittal letters, check memoranda, electronic communications, and other modifications of transactions otherwise acceptable under the UCC are specifically excluded as methods by which this Agreement may be altered.

This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective successors and assigns.

EXECUTED IN MULTIPLE ORIGINALS, retained by each party hereto, effective on the latest date shown below.

CITY OF BAY CITY, TEXAS

BAY CITY GAS COMPANY

By: _____
Robert K. Nelson, Mayor

By: _____
Terrence D Allen, Chair

Date of Meeting Approved: _____

By: _____
Hon. Robert K Nelson, Mayor

ATTEST:

By: _____
David Holubec, City Secretary

By: _____
Janet L Peden, Trustee

Gas Board Approved: February 25, 2020

ATTEST: _____
Jaclyn Dye, Secretary to the Board

Approved as to form:

Anne Marie Odefey, Esq., City Attorney

Lawrence P Gwin Jr. Esq., General Counsel

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO
ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF
BAY CITY FOR THE NILE VALLEY ROAD PROJECT**

WHEREAS, the City of Bay City is a home-rule municipality governed by its City Charter, and has a population of less than 20,000 inhabitants; and

WHEREAS, the Bay City Community Development Corporation (BCCDC) is a Type B development corporation established pursuant to Chapter 505, subchapter B, of the Texas Local Government Code, and the City Council of the City of Bay City, Texas is the BCCDC's authorizing unit; and

WHEREAS, in accordance with Section 505.158(b) of the Texas Local Government Code, the BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings; and

WHEREAS, the BCCDC has approved participation in the Nile Valley Road Project for repairs and construction pertaining to Nile Valley Road in Bay City, Texas, with any excess proceeds made available for repairs or construction of additional roads within Bay City upon a finding of BCCDC that such project is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises in and near the City of Bay City, Texas; and

WHEREAS, the Project meets the requirements of Chapter 501, subchapter C, Authorized Projects, and Chapter 505, subchapter D, Authorized Projects, of the Texas Local Government Code;

WHEREAS, the City Council of the City of Bay City, Texas finds that a public hearing was held by BCCDC on this program on February 24, 2020; and

WHEREAS, the original cost of the Project is approximately \$ _____, and

WHEREAS, the City Council of the City of Bay City, Texas finds the Project is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises in and near the City of Bay City, Texas; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for good government, peace, order, trade and commerce of the City of Bay City, Texas and necessary for properly carrying out the authority granted by law to the City of Bay City, Texas and the BCCDC; and

WHEREAS, the Board of Directors of the BCCDC has found that the Project shall promote new or expanded business development; and

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. In accordance with Section 505.158 (b) of the Texas Local Government Code, the City Council hereby authorizes the Project as described in the recitals above after all prerequisites have been satisfied.

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2020, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2020.

APPROVED AND ADOPTED on _____, 2020.

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

ATTEST

DAVID HOLUBEC, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFEY,
CITY ATTORNEY

INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF BAY CITY, TEXAS AND BAY CITY COMMUNITY
DEVELOPMENT CORPORATION REGARDING IMPROVEMENTS
TO NILE VALLEY ROAD AND OTHER ROADS TO PROMOTE BUSINESS
DEVELOPMENT WITHIN THE CITY OF BAY CITY, TEXAS

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

This Interlocal Cooperation Agreement is made and entered into effective the latest date shown below, between the City of Bay City (hereinafter "City"), a political subdivision of the State of Texas, acting by and through its duly elected City Council and the Bay City Community Development Corporation (hereinafter "BCCDC"), an economic development corporation receiving public funds within the City of Bay City pursuant to Texas Local Government Code Chapter 505, a pseudo-political subdivision of the State of Texas, acting by and through its duly appointed Board of Directors.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration stated herein below, City and BCCDC hereby mutually agree as follows:

ARTICLE I. - PURPOSE

It is the purpose of this Agreement to improve and encourage the efficiency and effectiveness of the City and BCCDC (the "Parties") by authorizing the fullest range of intergovernmental cooperation.

The City and BCCDC desire the improvement of Nile Valley Road which will provide an alternate route for business travel which would promote the development of

new or expanded business enterprises. Further, there are many other streets within the City that if repaired, would promote the development of new or expanded business enterprises in the areas repaired and benefit the citizens and constituents of each of the Parties (hereinafter the "Projects"). The Parties enter into this Agreement for those purposes.

Specifically, City agrees to assume project responsibility, including, but not limited to, planning, contracting, engineering and construction, and all administrative functions, to complete the Projects and issue \$6,000,000.00 in debt for those specific purposes. BCCDC has agreed to pay one-half (1/2) of the debt service on the Projects as described below.

ARTICLE II. - AUTHORITY

This Agreement is entered into by the parties hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. This Agreement shall be governed by and subject to the laws of the State of Texas. Any of the terms and conditions of this Agreement are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

BCCDC's participation is based on promoting or developing new or expanded business enterprises.

ARTICLE III. - TERMS

It is the intent of the parties that the following shall be the obligations of each party to this Agreement:

1. City assumes responsibility, including, but not limited to, planning, contracting, engineering and construction, to complete the Projects and issue

approximately \$6,000,000.00 in financing (the “Debt”) by the appropriate method as allowed by law and at the City’s discretion. The City shall endeavor to arrange financing in the most favorable way to benefit the Parties. The City shall exchange information with BCCDC regarding the process of financing and shall seek its input.

2. Because the City is acting as a conduit to complete the Project that BCCDC desires to accomplish, but that it would not otherwise undertake, BCCDC shall have the obligation to pay one-half (1/2) of the Debt associated with the Projects, said one-half (1/2) being in the amount of \$3,000,000.00, including the financial obligation associated with the same. Other than being the applicant for the debt and assuming all legal responsibility for the Project, including if BCCDC would default or otherwise not pay their share of the Debt, City shall not be responsible for the annual Debt service payment. The Debt service for BCCDC’s one-half (1/2 share) is estimated to be approximately \$240,000.00 per year for a fifteen (15) year term and BCCDC agrees to pay this amount beginning at least thirty (30) days prior to the date when each payment becomes due. The final numbers shall be communicated to BCCDC in writing as soon as they become available to the City.

3. The Parties agree that the Nile Valley Road project is the first priority and if all funds contemplated in this Agreement are expended on the Nile Valley Road project, there shall be no further obligation of BCCDC as to the financing of any other projects contemplated. However, if excess funds exist following the completion of the Nile Valley Road project, the City may propose to repair and/or construct one or more designated roads within the City of Bay City upon consultation with BCCDC and a finding by BCCDC that repair or construction of such roads is undertaken to attract and promote existing and future

businesses and the expansion of the same. Once the excess funds project is approved by BCCDC, the roads to be improved or developed within the project shall be at the sole discretion of City.

4. Should there be cost overruns as to the Projects, the City shall assume any further financial responsibility for the costs associated with the Projects contemplated by this Agreement.

5. The term of this Agreement shall commence on the date of execution hereof and shall terminate when the project contemplated by this Agreement is fully completed and the portion of the debt service obligated to be paid by BCCDC is paid in full by BCCDC.

ARTICLE IV. - MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement between BCCDC and City and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

No amendment, modifications, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective successors and assigns.

EXECUTED IN MULTIPLE ORIGINALS, retained by each party hereto, effective on the latest date shown below.

CITY OF BAY CITY, TEXAS

BAY CITY COMMUNITY
DEVELOPMENT CORPORATION

By: _____
Robert K. Nelson, Mayor

By: _____
Julie Estlinbaum, President

Date of Meeting Approved: _____

Date of Meeting Approved: _____

ATTEST:

ATTEST:

By: _____
David Holubec, City Secretary

By: _____
Becca Sitz, Secretary

BACKGROUND:

The City of Bay City's last Hotel Occupancy Tax Compliance Review was in 2012 consisting of 15 hotels. Today the City collects on 22 hotels with 40% more revenue than in 2012. The contract presented an annual contract subject to three (3) subsequent one-year terms. Services provided under this contract are the following:

Compliance Review- recommend 2 hotels per year for discount

- Includes training for hotels on proper exemptions

Administration Services- collects hotel tax on behalf of City

- Allows for hotels to pay online like they currently do with the State
- Reporting shows each hotel by month and year making it easy to view trends

Discovery Services- Identifies entities subject to taxation but not reporting lodging taxes to City

FINANCIAL IMPLICATIONS:

The City shall pay one-time set up fee of \$2,500 to set up the online file and pay. Then each year the City shall pay \$150.00 per hotel for administration services.

Audit Services: Each hotel audited will cost \$2,000/hotel. 100% of revenue recovered from Audit is paid to the City.

Discovery Services- 40% of all revenue collected (paid)—all future years belong to City at 100%.

Most of this will not start until FY 2021.

RECOMMENDATION:

Staff recommends approval of the Hotel/Motel Service Contract Amendment

Avenu Insights & Analytics, LLC Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the _____ day of _____, 2019 ("Effective Date") by and between Avenu Insights & Analytics, LLC, formerly MuniServices, LLC, a Delaware limited liability company ("CONSULTANT") and [The City of Bay City], a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CITY will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of one (1) year following the date of execution, and automatically renew for three (3) subsequent one-year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B for such commenced service, but no others
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY caused by CONSULTANT's performance of services under this Agreement.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CITY:

City of Bay City
Attn: Scotty Jones
1901 5th Street
Bay City, TX 77414
Phone: 979.245.2137
Email: sjones@cityofbaycity.org

If to CONSULTANT:

Avenu Insights & Analytics, LLC
Attn: Contracts Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711
Phone: 559.271.6852
Email: contracts@avenuinsights.com

6. **Representative or designees:** CONSULTANT Primary Representative/Project Manager shall be:

Brenda Anderson, Client Services Manager
12301 Kurland Dr. Ste 150, Houston, TX 77034
Phone: 817.771.4066 /Email: Brenda.Anderson@avenuinsights.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage.
9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the City, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum

coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.

10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter

contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.

17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

City of Bay City, TX
a Municipal Corporation

“CONSULTANT”

Avenu Insights & Analytics, LLC
a Delaware limited liability company

By: _____

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

**EXHIBIT A - SCOPE OF WORK
LOCAL OCCUPANCY TAX PROGRAM
DISCOVERY/RECOVERY, AUDIT AND ADMINISTRATION SERVICES**

Objectives and Methods

CONSULTANT's Local Occupancy Tax Program Audit service is intended to assist the CITY in maximizing lodging tax revenue it is entitled to through an on-site examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the lodging tax. The Administration service offers a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up and reporting of the local lodging tax. This service includes all correspondence, forms and other such services to ensure appropriate and timely remittance of the tax.

Scope of Work

1. Field Audit Services

- a. Perform on-site examinations of the records of those providers requested by CITY to warrant further investigation;
- b. Provide CITY staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with CITY staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the CITY ordinance;
- i. Where possible, compare the State lodging tax filings with CITY's tax returns;
- j. For each error/omission identified and confirmed, submit substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Educate lodging providers on local/state exemptions, extended stays, and taxable fees.
- l. Coordinate with designated CITY official(s) as necessary to review findings and recommendations;
- m. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for CITY to advise lodging providers of examination results
- n. Provide assistance to CITY in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- o. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the CITY.
- p. Review City ordinance for local occupancy tax and make recommendations, if needed.

2. Administration Services

A. Remittance Processing

1. Taxes Processed: CONSULTANT will perform remittance processing for lodging taxes as designated by the CITY.
2. Taxpayer Notification and Remittance: CONSULTANT will send individualized tax forms to all known lodging providers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CITY, CONSULTANT may change the address for payments.
Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Attachment A
4. Posting Process: Taxpayer accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address

change is captured and added to the payment data and taxpayer master file (as determined necessary by CONSULTANT). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. **Changes to Attachment A:** The CITY shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CITY.

B. Compliance Services

1. **Taxes Reviewed:** CONSULTANT will perform compliance services for lodgings taxes designated by CITY under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CITY, CONSULTANT will make reasonable efforts to collect taxes designated by the CITY hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third-party collection. If the CITY elects to have its attorney pursue collection of certain uncollected accounts, CONSULTANT will assist the CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section B*, above.

C. General Provisions

1. **Information Provided:** The CITY represents that the information provided to CONSULTANT in the performance of services hereunder shall be provided free and clear of the claims of third parties. The CITY represents that it has the right to provide this information to CONSULTANT and that said information shall not be defamatory or otherwise expose CONSULTANT to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** CONSULTANT will provide a taxpayer assistance number for taxpayer questions. Taxpayers will be provided upon request, details of how and when to file online and FAQs will be provided regarding the collection of local occupancy tax.
4. CONSULTANT will provide standard informational brochures for placement in the CITY offices, Chamber of Commerce offices, libraries and any other facilities as requested and/or deemed necessary.

3. Discovery/Recovery Services

Discovery/Recovery Services are designed to provide a full-service solution to the CITY'S lodging tax enforcement procedures. It does not replace current functions but provides a focused and fulltime solution to the identification of entities subject to taxation by the City, which are not properly registered, or otherwise not reporting lodging taxes to the CITY. In performing the Discovery Services, CONSULTANT shall:

- a. Establish a comprehensive inventory of the entities subject to taxation by the CITY and the database elements needed to facilitate a comprehensive comparative analysis with the CITY'S records of those entities that are properly registered;
- b. Compare CONSULTANTS' database of business records with the CITY'S records to identify potential non-reporting and non-registered entities subject to taxation;
- c. For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CITY'S applicable registration forms;
- d. Invoice entities (including supporting documentation) on behalf of the CITY for the amount of identified deficiencies, with payment to be remitted to CONSULTANT;
- e. Exhaust all reasonable efforts to work with the taxpayer in submitting registration forms correctly;
- f. Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received to the City as agreed upon in the workplan.

- g. Payments will be processed by CONSULTANT and funds disbursed to the client monthly. Payments will be disbursed minus CONSULTANT fees together with reporting reconciling collections. Applications and forms will be provided with monthly reports.
- h. Establish a call center open during normal business hours to assist entities with questions concerning application of the CITY'S taxes, and reporting and remittance requirements;
- i. Educate entities regarding the CITY'S reporting requirements to prevent recurring deficiencies in future years;

Deliverables

1. Field Audit Services

- a. Provide CITY staff with draft Authorization and Audit Initiation Letters to be sent to each lodging provider to be examined;
- b. For each error/omission identified and confirmed, submit a written report of examination and supporting documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- c. Review any extenuation or mitigation evidence proffered to deficiency determinations and prepare draft response to CITY staff; and
- d. Provide other collections advice to CITY upon request.

2. Administration Services

- a. CONSULTANT will make available to CITY detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- b. CONSULTANT will provide the CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CITY's account numbers and all fees paid to CONSULTANT. These reports will be provided by the 10th of the month following the tax month;
- c. The CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO CONSULTANT WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE; All items credited will be subject to receipt of payment.

3. Discovery/Recovery Services

- a. CONSULTANT will provide reports addressing each taxpayer not reporting, including the business name, address, and telephone number to the CITY; and
- b. CONSULTANT will monitor and analyze the business license registration files of the CITY each quarter in order to determine non-reporting businesses.

CITY Assistance

The CITY shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Field Audit Services

Send Audit Announcement Letter to each lodging provider to be examined with a copy to CONSULTANT.

Administration Service and Discovery/Recovery

Prior to the start of the work to be performed, provide CONSULTANT with

- a. the most recent registration to collect the tax and
- b. returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- c. Inform CONSULTANT of any circumstances concerning current existing payees;
- d. Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted;
- e. Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- f. Undergo training in the use of online applications.

Distribution Confirmation

The CITY will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CITY shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.

ATTACHMENT A
Distribution Confirmation

DATE

City of Bay City
1901 5th St
Bay City, TX 77414-6143

Dear NAME:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type
			100%	Lodging

If at any time there are any discrepancies between the schedule set out above and the City's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
Attn.: Daryl Savage, General Counsel

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
Avenu Insights & Analytics, LLC
Phone: 205-423-4144
Fax: 205-423-4097
E-mail: connie.taylor@avenuinsights.com

I have reviewed the above distribution and verify that it is correct.

By: _____

Name: _____

Title: _____

**EXHIBIT B – COMPENSATION
LOCAL OCCUPANCY TAX PROGRAM
DISCOVERY/RECOVERY, AUDIT AND ADMINISTRATION SERVICES**

Provided that the Effective Date is on or before April 1, 2020 in exchange for CONSULTANT performing the work indicated above, the CITY will pay CONSULTANT as follows:

Audit

The Audit Services shall be provided for a fixed fee of \$2,000 for each lodging property audited with 50% due at the time of audit approval and 50% upon completion of the audit. A minimum of 2 audits must be performed at any one time.

Administration

The Administration Services shall be provided for a one-time set up fee of \$2,500, plus an annual fixed fee of \$250 per each lodging property. Fees are due at the beginning of each contract year based on the number of properties registered to report occupancy tax.

Discovery/Recovery

The Discovery/Recovery Services shall be provided for a contingency fee of forty percent (40%) of the additional revenue received by the CITY for the services. The 40% shall apply to the current tax year, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the CITY. The term "current tax year" shall mean the most recent tax year for which local taxes are due and payable to the CITY, and in which CONSULTANT has identified deficiencies.

Discount

If the CITY permits on-site examination of at least 2 of the CITY's lodging properties per year, to insure compliance in collecting and returning the local hotel occupancy tax, CONSULTANT shall discount the Administration services to an annual fixed fee of \$150 per each lodging property. Bay City will be discounted if two properties are audited, unless the total number of properties increases to 30 or more during the term of this contract.

Travel and Out-of-Pocket

CITY shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

EXHIBIT C
AVENU Helpful Contacts

Contact	Project Role	Phone	Email
Brenda Anderson	Client Services Manager	817.771.4066	brenda.anderson@avenuinsights.com
Patrick Scott	Senior Vice President	559.288.5687	patrick.scott@avenuinsights.com
Jonathan Gerth, Esq.	VP Audit Services	205.423.4177	jonathan.gerth@avenuinsights.com
Christy Cato	VP Tax Administration	205.423.4136	Christy.cato@avenuinsights.com
Carol Dyar	Tax Administration Manager	205.423.4145	carol.dyar@avenuinsights.com
Jaimie Lewis	Billing Department	571.485.7875	billing@avenuinsights.com
Dana Hanks	Audit Supervisor	281.335.8100	dana.hanks@avenuinsights.com
Jaimie Lewis	Billing Department	571.485.7875	billing@avenuinsights.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@avenuinsights.com
Francis Enaholo, MBA	Contracts Director	571.441.1863	Francis.enaholo@avenuinsights.com

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

The City of Bay City was awarded a 2019-2020 Texas Capital Fund Infrastructure Program grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund improvements to the City's water infrastructure in the northwest quadrant of the City that is currently identified in the City's Capital Improvements Plan. The grant amount is \$350,000.

Attachments: Authorized Signators

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF CITY OF BAY CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) CONTRACT NUMBER 7219029.

WHEREAS, the City of Bay City has received a 2019 Texas Community Development Block Grant award to provide Water Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Bay City acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

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

The Mayor is authorized to execute contractual and environmental review documents between the Texas Department of Agriculture and the City for the 2019 Texas Community Development Block Grant Program.

The Mayor and Finance Director are authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2019 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS,
on _____, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

The City of Bay City was awarded a 2019-2020 Texas Capital Fund Infrastructure Program grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund improvements to the City's water infrastructure in the northwest quadrant of the City that is currently identified in the City's Capital Improvements Plan. The grant amount is \$350,000.

Attachments: CDBG Civil Rights Policies

Resolution Regarding Civil Rights

The City of Bay City, Texas

Whereas, the City of Bay City, Texas, (hereinafter referred to as “City of Bay City”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”);

Whereas, the City of Bay City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Bay City, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Bay City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the City of Bay City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Bay City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the City of Bay City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds;

Whereas, the City of Bay City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

Whereas, the City of Bay City, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004);
5. Limited English Proficiency (LEP) Standards (Form A1010);
6. Fair Housing Policy (Form 1015); and

7. Code of Conduct Policy.

Passed and approved this _____ day of _____, 2020.

Signature of Elected Official
City of Bay City

Printed Name of Elected Official

**CITY OF BAY CITY
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have “meaningful access” to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Bay City offices, 1901 Fifth Street, Bay City, TX 77414, (979) 245-2137 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Bay City at 1901 Fifth Street, 1901 Fifth Street, or may call (979) 245-2137.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Robert K. Nelson, Mayor

Date

**LA CIUDAD DE BAY CITY
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de (Dirección postal City of Bay City, 1901 Fifth Street, 1901 Fifth Street, Bay City, TX 77414, (979) 245-2137, (teléfono) en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Mayor, a City of Bay City, 1901 Fifth Street, 1901 Fifth Street, Bay City, TX 77414, (979) 245-2137.
2. Una copia de la queja o reclamación se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son

residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.

4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Robert K. Nelson, Alcalde de la ciudad

Fecha

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Bay City agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Bay City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Robert K. Nelson, Mayor

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Bay City hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Bay City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Bay City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of Bay City will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Bay City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Mayor

Date

Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Bay City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Bay City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Bay City's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Bay City shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Bay City shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Bay City) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 1901 Fifth Street, Bay City, TX, 77414 or call (979) 245-2137, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Bay City relating to the complaint files.
 - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be

made to the City of Bay City within ten working days after the receipt of the written determination/resolution.

- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Bay City complies with Section 504 and HUD regulations.

Robert K. Nelson, Mayor

Date

Over 5% Limited English Proficiency Plan - 7219029

Name of Grantee:	City of Bay City
Community Population:	17,487
LEP Population:	1,747 individuals 11%
Languages spoken: 1) By more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or 3) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons: <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer _____

Date _____

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

The City of Bay City was awarded a 2019-2020 Texas Capital Fund Infrastructure Program grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund improvements to the City's water infrastructure in the northwest quadrant of the City that is currently identified in the City's Capital Improvements Plan. The grant amount is \$350,000.

Attachments: Fair Housing Month

Fair Housing Policy

In accordance with Fair Housing Act, the City of Bay City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Bay City agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Bay City agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Bay City will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Bay City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Mayor

Date

Code of Conduct Policy of the City of Bay City

As a Grant Recipient of a TxCDBG contract, City of Bay City shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Bay City shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Bay City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Bay City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this _____ day of _____, 2020.

Mayor, City of Bay City

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Bay City, do proclaim April as Fair Housing Month in City of Bay City and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City Council of the City of Bay City, Matagorda County, State of Texas, on the _____ day of _____, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

DISCUSS, CONSIDER AND/OR DESIGNATE AN ENGINEERING SERVICE PROVIDER FOR PROFESSIONAL ENGINEERING AND SURVEYING TO DEVELOP REGIONAL DRAINAGE; AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT, APPROVED BY THE CITY ATTORNEY, WITH THE ENGINEERING SERVICE PROVIDER.

In order to move from a site-specific approach (each development with their own detention plan) to a regional approach of storm water management, a regional drainage plan on a watershed must be developed.

The regional drainage plan is of interest to the City, Bay City Community Development Corporation, Matagorda Economic Development Corporation and Matagorda County Drainage District #1. These entities make up the Regional Drainage Committee. The City will administer the contract and the Contractor will work directly with the City's Project Manager, Barry Calhoun.

The City of Bay City issued a Request for Qualifications (RFQ) from engineering firms for the preparation and/or update of watershed plans for Bucks Bayou, Cottonwood Creek, the "West Ditch", and Hardeman Slough in Matagorda County.

Four (4) firms submitted qualifications. A selection committee consisting of representatives from the Regional Drainage committee reviewed the submittals. A summary of the rankings is shown below:

Firm #1	Jones Carter
Firm #2	Stantec
Firm #3	CivilTech
Firm #4	EHRA

Public Works recommends entering into contract negotiations and a contract with Jones|Carter to provide the professional services to develop regional drainage. The cost share and authorization of individual work orders may require future resolutions and authorizations by the individual boards.

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

The City of Bay City was awarded a Hazard Mitigation Assistance (HMA) grant from the Texas Division of Emergency Management, Texas Water Development Board and/or other sources, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and/or Flood Mitigation Assistance to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund projects identified in the Matagorda County Hazard Mitigation Plan. The grant amount is \$287,006.

Attachments: Authorized Signators

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF CITY OF BAY CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY PROGRAM (CDBG-DR) CONTRACT NUMBER 20-065-048-C142.

WHEREAS, the City of Bay City has received a Hurricane Harvey - Infrastructure Community Development Block Grant - Disaster Recovery program award to provide Flood & Drainage Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-DR Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Bay City acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide CDBG-DR with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-DR *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor and Mayor Pro Tem are authorized to execute contractual documents between the Texas General Land Office and the City for the Hurricane Harvey - Infrastructure Community Development Block Grant Disaster Recovery Program.

SECTION 2: The Mayor and Finance Director are authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Hurricane Harvey - Infrastructure Community Development Block Grant Disaster Recovery Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS,
on _____, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

The City of Bay City was awarded a Hazard Mitigation Assistance (HMA) grant from the Texas Division of Emergency Management, Texas Water Development Board and/or other sources, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and/or Flood Mitigation Assistance to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund projects identified in the Matagorda County Hazard Mitigation Plan. The grant amount is \$287,006.

Attachments: CDBG Civil Rights Policies

Resolution Regarding Civil Rights The City of Bay City, Texas

Whereas, the City of Bay City, Texas, (hereinafter referred to as “City of Bay City”) has been awarded a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant from the Texas General Land Office (hereinafter referred to as “GLO”);

Whereas, the City of Bay City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-DR activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Bay City, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Bay City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-DR project area;

Whereas, the City of Bay City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Bay City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-DR project;

Whereas, the City of Bay City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Bay City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, the City of Bay City, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures;
6. Code of Conduct Policy; and
7. Fair Housing Policy.

Passed and approved this _____ day of _____, 2020.

Signature of Elected Official
City of Bay City

Printed Name of Elected Official

**CITY OF BAY CITY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Disaster Recovery (CDBG-DR) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Bay City offices, 1901 Fifth Street, 1901 Fifth Street, Bay City, TX 77414, (Street Address), (979) 245-2137 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-DR project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-DR project(s), whether it is a proposed, ongoing, or completed CDBG-DR project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Bay City at 1901 Fifth Street, 1901 Fifth Street, or may call (979) 245-2137.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-DR program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-DR funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-DR funds are proposed to be used;

2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-DR funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-DR funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-DR funds
 - c) the estimated amount of the CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-DR activities likely to result in displacement and the entity's anti-displacement and relocation plan;
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-DR applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a)** The amount of CDBG-DR funds available per application for Hurricane Harvey;
 - (b)** The range of activities that may be undertaken with the CDBG-DR Hurricane Harvey funds;
 - (c)** The estimated amount of the CDBG-DR Hurricane Harvey funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d)** The proposed CDBG-DR activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

Robert K. Nelson, Mayor
Name, Title

Date

**LA CIUDAD DE BAY CITY
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE RECUPERACIÓN DE DESASTRES EN ASIGNACIONES EN BLOQUES DE
DESARROLLO COMUNITARIO (CDBG-DR)**

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del La Oficina General de Tierras de Texas de Recuperación de Desastres en Asignaciones en Bloques de Desarrollo Comunitario (CDBG-DR) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de (Dirección postal City of Bay City, 1901 Fifth Street, 1901 Fifth Street, Bay City, TX 77414, (979) 245-2137, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-DR.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-DR, ya sea un proyecto propuesto , en curso o completado de CDBG-DR, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al Mayor, a City of Bay City, 1901 Fifth Street, 1901 Fifth Street, Bay City, TX 77414, (979) 245-2137.
2. Una copia de la queja o reclamo se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamo y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que el reclamo fue recibida.
3. El alcalde deberá completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-DR para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos CDBG-DR. La Ciudad en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

La Ciudad proporcionará un aviso público razonable, evaluación, examen y un comentario sobre las actividades propuestas para el uso de fondos de CDBG-DR. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-DR;

2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-DR por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-DR que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-DR
 - c) La cantidad estimada de los fondos CDBG-DR que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG-DR que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax
 - iii. Correo de primera clase (regular)
 - iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-DR, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a. La cantidad de fondos de CDBG-DR disponibles por solicitud para Huracán Harvey;
 - b. El rango de actividades que se pueden realizar con los fondos de la CDBG de Huracán Harvey;
 - c. El monto estimado de los fondos de CDBG-DR Huracán Harvey propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d. Las actividades propuestas de CDBG-DR que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser

destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.

3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
5. La Ciudad puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Signature

Robert K. Nelson, Alcalde de la ciudad
Name, Title

Fecha

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Bay City agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-DR grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-DR funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Bay City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Robert K. Nelson, Mayor
Name, Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Bay City hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Bay City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Bay City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Bay City will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Bay City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Robert K. Nelson, Mayor
Name, Title

Date

Over 5%

Limited English Proficiency Plan - 20-065-048-C142

Texas General Land Office

Community Development Block Grant-Disaster Recovery

Grant Subrecipient:	City of Bay City
Community Population:	17,487
LEP Population:	1,747 individuals 11%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG-DR application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Bay City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Bay City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Bay City's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Bay City shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-DR program, the City of Bay City shall ensure that they are provided with the information necessary to understand and participate in the CDBG-DR program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Bay City) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 1901 Fifth Street, Bay City, TX, 77414 or call (979) 245-2137, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Bay City relating to the complaints files.
 - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Bay City within ten working days after the receipt of the written determination/resolution.

- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Bay City complies with Section 504 and HUD regulations.

Signature

Robert K. Nelson, Mayor
Name, Title

Date

Council Agenda Item Request

Consent Agenda for March 24, 2020

Submitted by Barry Calhoun, Director of Public Works

Executive Summary:

The City of Bay City was awarded a Hazard Mitigation Assistance (HMA) grant from the Texas Division of Emergency Management, Texas Water Development Board and/or other sources, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and/or Flood Mitigation Assistance to support public infrastructure improvements in the City of Bay City. The grant will potentially help fund projects identified in the Matagorda County Hazard Mitigation Plan. The grant amount is \$287,006.

Attachments: Fair Housing Month

Code of Conduct Policy of the City of Bay City

As a Grant Recipient of a CDBG-DR contract the City of Bay City shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-DR contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Bay City shall participate in the selection, award, or administration of a contract supported by CDBG-DR funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Bay City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-DR funds, that has any CDBG-DR function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-DR activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-DR contract or award, or that is required to complete some or all work under the CDBG-DR contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-DR contract or award, or that is required to complete some or all work under the CDBG-DR contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-DR awards may not participate in the selection, award, or administration of a contract supported by CDBG-DR funding.

Any alleged violations of these standards of conduct shall be referred to the City of Bay City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Robert K. Nelson, Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-DR) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, the City of Bay City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Bay City agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Bay City agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Bay City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Bay City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Robert K. Nelson, Mayor
Name, Title

Date

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Bay City, do proclaim April as Fair Housing Month in City of Bay City and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City Council of the City of Bay City, Matagorda County, State of Texas, on the _____ day of _____, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov




Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Ruth R. Hughs
Secretary of State

ELECTION ADVISORY

NO. 2020-12

TO: Election Officials

FROM: Keith Ingram, Director of Elections 

DATE: March 18, 2020

RE: Actions for May 2, 2020 Uniform Election Date

The purpose of this advisory is to provide guidance to local political subdivisions regarding their options for any general or special elections that have been ordered for the May 2, 2020 uniform election date. Pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date. Pursuant to Texas Election Code 31.003 and 31.004, our office has issued the following guidelines for entities that choose to exercise this authority and postpone their election to the November uniform election date.

Effect of Postponement of Election

- **Candidate Filings:** By postponing their election date, the political subdivision is preserving all candidate filings and ballot order actions that have already been taken. The postponement does **not** have the effect of reopening candidate filings.
 - **Deadlines related to Candidate Filings, Declarations of Ineligibility, Withdrawals or Death:** The deadlines that apply to the November 3, 2020 election would apply to all candidates who are currently on the ballot for the May 2, 2020 election.
- **Ballot By Mail Requests:** All applications for a ballot by mail (ABBM) that were filed for the May 2, 2020 election that are marked annual would apply for the November 3, 2020 election. All single use ABBMs that were submitted for reasons of age or disability would still be valid for the November 3, 2020 election. If a single use ABBM was submitted and indicated the reason for voting by mail was due to absence from the county, this ABBM would not be valid as the applicable election date has changed. However, we would recommend that the political subdivision send a letter to these voters along with a new ABBM in case the circumstances

surrounding their absence from the county are still valid or the voter is otherwise eligible to vote by mail.

- **Ballots by Mail:** If a political subdivision has already sent out mail ballots, those mail ballots that are returned would still be valid for the November 3, 2020 postponed election date.
- **Election Records:** All records, including candidate filings, applications to vote by mail, ballot proofs, and printed ballots shall be retained and preserved.
 - **Printed Ballots:** If your ballots have already been printed up, you may be able to reuse them for November. However, if you must change your ballot to reflect any corrections or changes that occur between now and November, you would treat the original ballots as you would in a traditional ballot correction and those ballots should be destroyed in accordance with Section 52.0064 of the Texas Election Code.
- **Requirement to use County Election Precincts in November 2020:** Per Section 42.002 of the Texas Election Code, county election precincts are required for all elections occurring in November 2020. You will need to work with your county election officer to determine whether you need to make any modifications to your ballot in light of this requirement.
- **Requirement for County Election Officer to contract with Local Political Subdivisions:** All county election officers are required to contract with local political subdivisions that postponed their May 2, 2020 election and that request a contract for election services or a joint election agreement with their county election officer pursuant to the Governor's suspension of certain Texas Election Code provisions.
- **Office Hours:** The relevant dates for maintaining office hours for election purposes will be based on the November uniform election date rather than the May election date. Under Section 31.122 of the Texas Election Code, those office hours will need to be maintained for at least three hours each day, during regular office hours, on regular business days between September 14, 2020 and December 13, 2020. However, these entities should post contact information for individuals to contact their office about election-related issues during the timeframe that those offices may be closed over the coming months.
- **Holdovers in Public Office:** Under Art. XVI, Sec. 17 of the Texas Constitution, the individuals who currently hold public offices that are scheduled to be on the ballot on the May uniform election date will continue to exercise the duties of those offices until the new officers take their oaths of office, following the November uniform election date.
- **Campaign Finance Filings:** Please contact the Texas Ethics Commission for further guidance on how these modified timelines will affect any campaign finance reporting requirements. Their office can be reached at (512) 463-5800.
- **Candidates on the ballot in both May and November:** For candidates that may be running for two offices (one normally occurring in May and one normally occurring in November), these candidates will not be removed from the ballot as they are separate elections that are normally not occurring on the same date.

Required Action by Governing Body to Move Election Date

In order to utilize this move, the governing body of the political subdivisions holding the elections must **order** the postponement of their election to the November 3, 2020 uniform election date. The order for this official action should contain the following items:

1. A reference to the proclamation that authorizes the entity to postpone their election date, and the fact that the political subdivision is exercising this authority.
2. Confirmation that the candidate filings for the election will remain valid for the election held on the November date and that the filing period will not be re-opened for the November election date.
3. Confirmation that all ABBMs for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the postponed election, and that ABBMs for voters who submitted ABBMs based on expected absence from the county would not be valid for the postponed election.
4. The major relevant dates for the November election, including the voter registration deadline (October 5, 2020), the deadline to submit an ABBM (October 23, 2020), and the dates for early voting (October 19, 2020 – October 30, 2020).

Necessary Revisions to Order of Election

In addition, the entity will need to meet by August 17, 2020 to make any necessary revisions to the entity's original order of election. Those revisions may include:

1. The change to the date of the election;
2. Any change in location of the main early voting location;
3. Any changes to early voting dates and hours, including weekend early voting;
4. Any changes to the identity of the early voting clerk and their contact information; or
5. Any changes to branch early voting locations.

If you are holding a bond election, you may need to make additional revisions to your order of election for that bond election. If this is the case, we recommend reaching out to your bond counsel for additional guidance.

Securing Election Records

All election records should be stored and secured during the postponement period. This may require your entity to use preservation methods that are similar to the methods you would use during the preservation period after the election has occurred. This includes:

- Storing returned ballots by mail in locked, sealed ballot boxes.
- Securely storing any unused ballots.
- Securely retaining any relevant election records, including candidate applications and ABBMs.

Voting System Equipment

If you are leasing voting system equipment from the county or directly from the vendor, then you may need to contact your vendor or your county regarding any necessary modifications to those lease agreements or to modify your procedures and timelines for receiving that equipment.

Open Meeting Requirements

The Governor has suspended and modified certain open meeting requirements pursuant to his disaster declaration. These changes include allowing the entity to establish procedures for telephonic or videoconferenced meetings of governmental bodies that are accessible to the public.

These procedures must include a process for members of the public to participate and address the governmental body in those meetings, notice to the public on the means of participating remotely, and access to the public for recordings of those meetings.

For more information, please review the applicable [documentation](#) from the Governor's Office or contact the Office of the Attorney General.

Update Official Websites and Notify Media

Any entities that are exercising this authority to postpone their election date must post notice on the entity's website and should alert any local media organizations regarding this change to their election date.

The entity must also provide notice to their county election officer regarding this change, as the county is required to post the entity's notice of election on the county's website no later than the 60th day before the date of the election under Election Code 4.008. If that election date will be changing due to the entity's decision to postpone the election then the entity must provide a revised notice to the county for posting on the county's website.

If you have any questions regarding this advisory, please contact the Elections Division at 1-800-252-2216.

KI:CA:CP