



# CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, April 11, 2023 at 6:00 PM  
COUNCIL CHAMBERS | 1901 5th Street

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## COUNCIL MEMBERS

**Mayor:** Robert K Nelson

**Mayor Pro Tem:** Jim Folse

**Council Members:** Floyce Brown, Bradley Westmoreland, Becca Sitz, Blayne Finlay

### Vision Statement

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

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## AGENDA

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

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

### CALL TO ORDER AND CERTIFICATION OF QUORUM

#### INVOCATION & PLEDGE

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

*Councilman Bradley Westmoreland*

#### MISSION STATEMENT

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

*Councilman Bradley Westmoreland*

**APPROVAL OF AGENDA****PUBLIC COMMENTS**

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

**ACKNOWLEDGEMENT FROM CITY MANAGER****CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

- 1. City Council Regular Meeting minutes of March 28, 2023.**
- 2. City Council Workshop Meeting minutes of March 28, 2023**

**PROCLAMATIONS**

- 3. Proclamation ~ Month of April 2023 as "Sexual Assault and Child Abuse Awareness Month." Brittany Matthews, Crisis Center Deputy Director**
- 4. Proclamation ~ Proclamation recognizing April 23 - 29, 2023 as National Library Week. Samantha Denbow, Library Director**

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

- 5. Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Van Vleck I.S.D. the Library Cards for Students Program. Samantha Denbow, Library Director**
- 6. Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Bay City I.S.D. the Library Cards for Students Program. Samantha Denbow, Library Director**
- 7. Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Palacios I.S.D. the Library Cards for Students Program. Samantha Denbow, Library Director**
- 8. Bid ~ Discuss, consider, and/or award the construction bid for Project CE2023-001 JETA: Jet A Fuel System Improvements and authorize the Mayor and/or City Manager to execute a contract approved to form by the City Attorney between the City of Bay City and Bassco Services Inc. James Mason, Airport Manager**
- 9. Contract ~ Discuss, consider, and/or approve Contract Amendment No. 1 adding professional services for Work Order No. 9 WWTP Construction Management and Inspection, amending the original contract between City of Bay City and Garver, LLC dated October 27th, 2020. Shawna Burkhart, City Manager**

- 10.** Resolution ~ Discuss, consider, and/or approve resolution granting execution of an advance funding agreement with the state to replace or rehabilitate 8th St bridge over Cottonwood Creek. Gabriel Lopez, Engineering Tech
- 11.** Resolution ~ Discuss, consider, and/or approve resolution granting execution of an advance funding agreement with the state to replace or rehabilitate Ave H bridge over Cottonwood Creek. Gabriel Lopez, Engineering Tech
- 12.** Resolution ~ Discuss, consider, and/or approve resolution granting execution of an advance funding agreement with the state to replace or rehabilitate Hamman Rd bridge over Cottonwood Creek. Gabriel Lopez, Engineering Tech
- 13.** Ratify ~ Discuss, review and/or approve ratifying adjusted utility fees. Scotty Jones, Finance Director

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

- 14. Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
- 15. Legal ~ Executive Session pursuant to Section 551.071 of the Texas Government code (Consultation with Counsel on legal matters).**
- 16. Personnel ~ 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: City Manager**

#### **RECONVENE AND ACTION**

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

#### **ADJOURNMENT**

#### **AGENDA NOTICES:**

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

#### **CERTIFICATION OF POSTING**

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, April 7, 2023 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

# CITY OF BAY CITY

MINUTES • MARCH 28, 2023

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**COUNCIL  
CHAMBERS | 1901  
5th Street**

**City Council Regular Meeting**

**6:00 PM**

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



**Mayor**

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Robert K. Nelson

**Councilman**

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Blayne Finlay

**Mayor Pro Tem**

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Jim Folse

**Councilman**

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Bradley Westmoreland

**Councilwoman**

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Becca Sitz

**Councilwoman**

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Floyce Brown

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

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**CALL TO ORDER AND CERTIFICATION OF QUORUM**

The meeting was called to order by Mayor Robert K. Nelson at 6:05 pm and a quorum was certified.

**PRESENT**

Mayor Robert K. Nelson  
Councilwoman Floyce Brown  
Mayor Pro Tem Jim Folse  
Councilwoman Becca Sitz  
Councilman Brad Westmoreland  
Councilman Blayne Finlay

**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 Jim Folse*

**MISSION STATEMENT**

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

*Mayor Pro Tem Jim Folse*

**APPROVAL OF AGENDA**

Motion made by Councilman Finlay to approve the agenda with correction to dollar amount stated in item #10 being \$28,775,000.00, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

**PUBLIC COMMENTS**

Pam Waggoner, Director of Community Outreach, with Resound Network introduced her company that was awarded \$1,395,756 to deploy high-speed internet in Matagorda County. Resound Network is interested in leasing space on the city tower.

Dorcus Kleinhans, 1809 Willow, approached council regarding rumors she has heard about the future of Riverside Park. Ms. Kleinhans believes the park has been undeveloped and has great potential to make money. Ms. Kleinhans believes that the city council is making decisions that

benefit themselves and their friends and family. Ms. Keinhans would like cabins at Riverside Park.

Ben Flores discussed his candidacy for council position.

David Torres is concerned about the streets and kids walking to school.

### **ACKNOWLEDGEMENT FROM CITY MANAGER**

Shawna Burkhart, City Manager, gave acknowledgement, honor, and respect to Barry Calhoun, Public Works Director, who is moving on to bigger and better things. Ms. Burkhart thanked Barry Calhoun for his 10 years of service.

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

1. **Regular Council Meeting minutes of March 14, 2023.**
2. **Council Workshop minutes of March 14, 2023.**

Motion to approve consent items with correction to Workshop changing Lynn to LEM by Councilwoman Sitz, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

### **DEPARTMENT REPORTS**

3. **Records Management Report and Proclamation**

Jeanna Thompson, City Secretary and Records Manager, gave annual stats of records activity. Ms. Thompson introduced a Proclamation and Mayor Nelson presented the proclamation declaring April as Records and Information Management Month. City Record Liaison's were recognized for their work.

4. **Public Works reports.**

Barry Calhoun, Public Works Director, provided stats on work orders and activities. Mr. Calhoun stated that Elliot Addition is taking longer than anticipated and that AT&T should have their lines moved by April 7th that has held up the United Rentals drainage project. Mr. Calhoun stated that TxDOT plans to replace bridges on Hamman Road, Avenue H and 8th Street. The patch truck has been ordered.

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

5. **Audit ~ Discuss, consider, and/or approve the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2022.** Scotty Jones, Finance Director

Melissa Terry, Harrison, Waldrop & Uherek, LLP, summarized the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending September 30, 2022 and found no significant deficiencies or instances on noncompliance.

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

**6. Streets ~ Residents' presentation of street condition and request for Tepeyac street repairs.** Celeste Rojas and Residents

Celeste Rojas, 314 Santa Maria Street, addressed Council regarding the condition of Tepeyac Road. Ms. Rojas produced a receipt for suspension repairs due to what she believed was caused by the poor condition of the road. Ms. Rojas stated that she has called the city multiple times and asked why their road has not been repaired in over 10 years. Additional residents of the same neighborhood spoke regarding the condition of the road, with one stating that the road has not been fixed in 20 years and never re-capped. Residents requested council to repair their road.

**7. Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City applying for a Crime Victim and Liaison Grant with the Office of the Attorney General, Crime Victim Services Division.**

Leticia Ramos, Crime Victim Liaison with the Bay City Police Department, that this is the eighth year applying with the Attorney General and fourteenth year acting as the liaison. Ms. Ramos reviewed the resolution and what the grant provides.

Motion made by Councilwoman Sitz to approve the resolution to apply for a Crime Victim and Liaison grant, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

**8. Discuss, consider, and/or approve the appointment of Patty McKelvy to the Planning Commission.** Robert K. Nelson, Mayor

Motion made by Councilwoman Brown to approve the appointment of Patty McKelvy to the Planning Commission, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

**9. Resolution ~ A Resolution of the City of Bay City naming the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing funds for specified improvements totaling \$200,000.00 and for the administration of contracts necessary for the Bay City Regional Airport.** James Mason, Airport Manager



Motion made by Councilwoman Sitz to approve a resolution of the City of Bay City naming the Texas Department of Transportation as its agent, Seconded by Councilman Finlay. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

- 10. Contract ~ Discuss, consider, and/or award the construction bid for the Wastewater Treatment Plant Rehabilitation Project under the Texas Water Development Board Funding for the Clean Water SRF Projects to LEM Construction and authorize the Mayor to execute a contract approved to form by the City Attorney between the City of Bay City and LEM Construction in the amount of ~~\$28,775.00~~ \$28,775,000.00.**

Barry Calhoun, Public Works Director, reviewed the contract stating the amount was \$28,775,000.00 and asked Council to approve and allow LEM to move forward.

Motion made by Councilwoman Sitz to award the contract to LEM Construction, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

- 11. Contract ~ Discuss, consider, and/or approve Work Order No. 9 to the Standard Contract Agreement between the City of Bay City, Texas and Garver, LLC for Professional Engineering Services to provide program management assistance and preform water well siting study under the 2023 Texas Water Development Board Funding Drinking Water SRF Projects.** Barry Calhoun, Public Works Director

Shawna Burkhart provide an amended version of the contract and ask Council to approve with motion for amended version of scope of Task VI, VII, and TCEQ alternative capacity requirement. Looking at avenue I location because all the infrastructure is there.

Motion made by Councilman Westmoreland to approve amended version of scope of Task VI, VII, and TCEQ alternative capacity requirement in the amount of \$217,870.00, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

- 12. Contract ~ Discuss, consider, and/or award the bid for the 2023 Brush Site Wood Chipping services at the City's Brush Site to the lowest responsible bidder and authorize the Mayor to execute a contract approved to form by the City Attorney between the City of Bay City and Austin Wood Recycling in the amount of \$60,600.00.** Barry Calhoun, Public Works Director

Motion made by Councilman Finlay to award the bid to Austin Wood Recycling, Seconded by Councilwoman Brown. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried.

- 13. Lease ~ Discuss, consider, and/or approve entering into a lease agreement at 2005 6th Street (Old Bay City Fire Station) with Sayrah Craft.** Shawna Burkhart, City Manager

Item removed from agenda.

### **CLOSED / EXECUTIVE SESSION**

Council adjourned in to an executive session at 7:30 pm.

- 14. Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
- 15. Legal ~ Executive Session pursuant to Section 551.071 of the Texas Government code (Consultation with Counsel on legal matters).**
- 16. Personnel ~ 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: Hiring process of new Public Works Director**
- 17. Personnel ~ 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: City Manager**

### **RECONVENE AND ACTION**

Council reconvened in to a regular session at 9:55 and took no action on items #14, #15, #16 and #17.

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

Councilwoman Brown commented that Code Enforcement did go out on Moore and Duncan and found violations and that she is still hoping to have an ordinance on horses.

Mayor Pro Tem Folse asked if it was to early to request mosquito spraying.

Councilwoman Sitz stated that the Drainage District approved Chick-fil-e, an apartment complex is coming in town by the hospital where in the past that paper work from the city has

not been properly recorded and will bring to Shawna. Shawna Burkhart stated that she is aware of it. Councilwoman Sitz would like the street sweeper cleaning hwy 35.

Councilman Westmoreland thanked Park & Rec staff for all the work on the little league fields. Councilman Westmoreland inquired on doing an ordinance limiting the number of dogs. He also stated that he received complaints regarding 4th street and would like some option son material for road repairs.

Tom Gwosdz, Assistant Attorney, suggested council consider moving the Items and Comments to the beginning of the agenda.

## ADJOURNMENT

Motion made by Councilwoman Brown to adjourn, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried and the meeting adjourned at 10:05 pm.

**PASSED AND APPROVED**, this 11th day of April 2023.

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ROBERT K. NELSON, MAYOR

CITY OF BAY CITY, TEXAS

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JEANNA THOMPSON

CITY SECRETARY

# CITY OF BAY CITY

MINUTES • MARCH 28, 2023

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<b>COUNCIL CHAMBERS   1901 5th Street</b>	<b>City Council Workshop</b>	<b>5:00 PM</b>
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**1901 5TH STREET  
BAY CITY TX, 77414**



**Mayor**

Robert K. Nelson

**Councilman**

Blayne Finlay

**Mayor Pro Tem**

Jim Folse

**Councilman**

Bradley Westmoreland

**Councilwoman**

Becca Sitz

**Councilwoman**

Floyce Brown

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

**CALL TO ORDER**

The meeting was called to order by Mayor Robert K. Nelson at 5:06 pm.

**CERTIFICATION OF QUORUM**

Quorum certified.

**PRESENT**

Mayor Robert K. Nelson  
 Mayor Pro Tem Jim Folse  
 Councilwoman Becca Sitz  
 Councilman Brad Westmoreland  
 Councilman Blayne Finlay

**ABSENT**

Councilwoman Floyce Brown

**PUBLIC COMMENTS**

There were no public comments.

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

1. **Discuss WWTP Improvement Project and WIFIA Funding Program.** Barry Calhoun, Public Works Director
2. **Discuss, consider, and/or approve applying for WIFIA Funding and setting a maximum amount for funding in regards to the WWTP Improvement Project.**

Both items #1 and #2 were discussed together. Barry Calhoun, Public Works Director, stating that this was a follow up to the workshop held on March 14th, 2023. Tyson Hann, Garver, re-reviewed the presentation given at the March 14th workshop.

Shawna Burkhart, City Manager, stated that if we go with WIFIA funding it changes the direction contractor LEM goes.

Councilman Brad Westmoreland discussed state surplus for infrastructure with Mr. Calhoun adding that a lot is unclear and is a waiting game. Mr. Calhoun added that he was not sure what position that would put the City in if we wait. Councilman Westmoreland asked if we should rebid the project with the different scope and Mr. Calhoun replied that it would be very risky due to the unstable market.

Motion made by Mayor Pro Tem Folse to approve the WIFIA funding up to \$10,000,000.00, Seconded by Councilman Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay.

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Motion carried.

**ADJOURNMENT**

Motion made by Councilman Finlay to adjourn, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Westmoreland, Councilman Finlay. Motion carried and the meeting adjourned at 5:56 pm.

**PASSED AND APPROVED**, this 11th day of April 2023.

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

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JEANNA THOMPSON  
CITY SECRETARY

**PROCLAMATION DECLARING APRIL AS “CHILD ABUSE PREVENTION AND AWARENESS MONTH” AND “SEXUAL ASSAULT AWARENESS MONTH” IN CITY OF BAY CITY**

The month of April signifies our commitment to supporting survivors of sexual assault and child abuse, encouraging strong criminal justice responses to these crimes, ending the epidemic of sexual violence and the cycle of abuse and/or neglect in our homes and communities.

**WHEREAS**, Sexual Assault and Child Abuse Awareness Month is intended to draw attention to the fact that sexual violence, child abuse and neglect are widespread and have public health implications for every community member of the City of Bay City. Sexual assault and child abuse is an appalling and dehumanizing form of violence. Even after physical injuries of a sexual assault and/or child abuse and neglect have healed, emotional and mental trauma can persist. Survivors often struggle with lingering anxiety, fear, anger, shame, and depression. The devastating aftermath of sexual assault and child abuse and neglect can also harm a survivor’s relationships with their loved ones; and

**WHEREAS**, the crime of sexual assault is a broad term and includes: rape incest, child sexual abuse, intimate partner violence, sexual exploitation, human trafficking, unwanted sexual contact, sexual harassment, exposure, and voyeurism; and

**WHEREAS**, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women and one in 67 men will be raped at some point in their lives. Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual abuse before the age of 18; and

**WHEREAS**, in 2022, over 100,00 reports of abuse or neglect were made to the Texas Department of Family & Protective Services; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to the social and emotional well-being of children and families in a safe, stable, nurturing environment as our children are our most valuable resources and will shape the future of the City of Bay City; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships among The Crisis Center, multi-disciplinary partner agencies, community organizations, local government support, businesses and members of the community; and

**WHEREAS**, the Crisis Center and the City of Bay City strongly support the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence and child abuse and neglect are, how to prevent them, and how to help survivors connect with services; and

**WHEREAS**, in the past year, The Crisis Center of Matagorda and Wharton County provided services to 164 adults survivors of sexual assault and 805 victims of child abuse; and

**WHEREAS**, during the month of April, The Crisis Center will be promoting public awareness of sexual violence and child abuse and neglect. On April 5<sup>th</sup>, ‘Start by Believing Day’ is an opportunity for

communities across the country to unify for those who have been the victims of sexual violence. Join the center and show survivors you believe by wearing teal. On April 7<sup>th</sup>, we encourage the citizens of the City of Bay City to participate in ‘Go Blue Day’ by wearing blue to support awareness of child abuse and neglect. On April 26<sup>th</sup> citizens may participate in ‘Denim Day’ by wearing denim in support of survivors of sexual violence. On April 21st, we will recognize survivors of abuse at our Light up the Square Event at the Matagorda County Courthouse; and

***Month of April 2023***  
***“Sexual Assault and Child Abuse Awareness Month”***  
***in Bay City, Texas.***

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Bay City, Texas to be affixed on this XX day of April, 2023.

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Robert Nelson  
Mayor  
City of Bay City, Texas



## National Library Week 2023 Proclamation

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that I, *Robert K Nelson, Mayor of City of Bay City*, proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.



**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.

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**Requestor Name:** Denbow, Samantha **Date Submitted:** 04/05/2023  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 04/11/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Library Director  
*For City Staff Only*

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

### Agenda Content:

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**Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Van Vleck I.S.D. the Library Cards for Students Program.**

### Executive Summary of Item:

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Bay City Public Library (BCPL) offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

The interlocal will allow Van Vleck ISD to facilitate the registration of student library cards through their online registration process. Parents will have the opportunity to opt-in to the program.

**INTERLOCAL AGREEMENT BETWEEN**  
**THE CITY OF BAY CITY**  
**AND**  
**VAN VLECK INDEPENDENT SCHOOL DISTRICT**  
**FOR STUDENT LIBRARY CARDS**

This Interlocal Cooperation Agreement ("Agreement") for Student Library cards is made and entered into by and between the City of Bay City, a Texas home-rule municipality ("City"), acting through its City Manager and the Bay City Public Library ("BCPL"), and Van Vleck Independent School District ("VVISD"), an educational institution, collectively referred to as the "Parties."

This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in the Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter.

BCPL offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

VVISD and the City, intending to be legally bound, hereby agree to the following terms and conditions of this Agreement:

1. **Scope.** VVISD agrees to offer its students BCPL Student Library cards through VVISD's online student enrollment and registration process:
2. **VVISD Responsibilities**
  - a. VVISD shall offer parents or legal guardians the choice to request an BCPL Student Library card for their child.
  - b. VVISD shall offer BCPL Student Library cards through VVISD online enrollment and registration process.
  - c. VVISD shall be responsible for all student registrations.
  - d. VVISD shall provide BCPL the information necessary to issue Student Library cards to students who have chosen to opt-in of the Program.
  - e. VVISD shall promote the Program and benefits of BCPL's materials and services.
  - f. VVISD will communicate any changes to the opt-in process to the Director of Libraries, Library as soon as possible.
  - g. VVISD will comply with all City and BCPL policies.
  - h. VVISD shall comply with all applicable federal, state, and local laws and regulations while performing under this Agreement.

**3. City Responsibilities**

- a. City shall provide BCPL Student Library cards to VVISD students under the Program.
- b. City shall comply with all applicable federal, state, and local laws and regulations in performing under this Agreement.
- c. City shall provide VVISD faculty with information and resources necessary to promote the Program.

**4. Term.** This Agreement shall commence upon execution and shall continue through **June 1, 2024**, unless cancelled by one of the parties in accordance with the terms set forth herein.

**5. Amendment or Termination of Agreement.** This Agreement may be modified at any time in writing and by mutual consent of the parties by an authorized officer of both parties. The Agreement may be terminated, with or without cause, by providing at least thirty (30) days written notice. If either party breaches the Agreement, the other party may terminate the Agreement if the party in breach fails to cure the breach within seven consecutive calendar days of receipt of written notice of the breach.

**6. Notices.** Any notice or other communication permitted or required under this Agreement shall be provided in writing and shall be deemed to be effective when delivered by personal delivery, confirmation facsimile or if mailed, five calendar days following deposit in the U.S. mail, by certified mail, return receipt requested, addressed as provided in Section 13.

**7. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

**8. Independent Contractors.** The parties' relationship during the term of this Agreement shall be that of independent contractors.

**9. Waiver.** Any waiver of any breach of this Agreement shall not be effective unless set forth in writing signed by an officer of the waiving party.

**10. Assignment.** Neither party may assign this Agreement without the other party's prior written consent. A party in its sole discretion in violation of the foregoing shall be void.

**11. No third Party Beneficiaries.** The City and VVISD agree that the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and is made solely and specifically for their benefit. No other person, including but not limited to any VVISD student, prospective student, or faculty shall have any rights, interest or claims under this Agreement.

**12. Notices Addresses.** Any notice required or permitted under this Agreement shall be sent to the following addresses:

Office of the City Manager  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414

Office of the Superintendent  
142 S Fourth Street  
Van Vleck, Texas 77482

**13. Entire Agreement.** This Agreement shall be construed in accordance with the laws of the State of Texas excluding its conflicts of laws and rules. This Agreement constitutes the entire agreement between the parties. All proposals, negotiations, and representations (if any) made prior, and with reference to the subject matter of this Agreement, are superseded by this Agreement. This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Neither VVUSD nor the City shall be bound by any oral agreement or representation, irrespective of when made.

**14. No Funding.** The parties agree that nothing in this Agreement obligates either party to provide funding or payment to the other party. To the extent that a party incurs cost or expenses as part of this Agreement, the party incurring those expenses or costs represents to the other party that it will pay for those costs or expenses from current revenues available to that party. The parties further acknowledge that the benefits that they each receive from this Agreement fairly compensate them for the obligations they must perform under this Agreement.

**15. Authority.** Each party warrants that his Agreement has been authorized by its governing body in accordance with Chapter 791 of the Texas Government Code.

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound have read and executed this Agreement.

Executed on the \_\_\_\_ day \_\_\_\_\_, 2023.

The City of Bay City, Texas

Board of Trustees of the Van Vleck  
Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Tony Kucera, Jr., Board President

**DATA SHARING AGREEMENT**  
 BETWEEN  
 THE VAN VLECK INDEPENDENT SCHOOL DISTRICT  
 AND  
 CITY OF BAY CITY LIBRARY DEPARTMENT

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the Van Vleck Independent School District ("VVISD") and City of Bay City Library Department who, as parties to the DSA, elect to accept its terms, to wit:

PREAMBLE

Data is being requested as part of the DSA to fulfill the responsibilities of the Interlocal Agreement between the CITY OF BAY CITY and VVISD for STUDENT LIBRARY CARDS. CITY OF BAY CITY LIBRARY DEPARTMENT agrees that the data transferred from VVISD to CITY OF BAY CITY LIBRARY DEPARTMENT in its original format is and shall remain the sole and exclusive property of VVISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be provided to the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this agreement. Data released in its original format by VVISD pursuant to this agreement must be used consistently with the Family Education Rights and Privacy Act (FERPA), HIPAA and VVISD's policies for managing student education records and other confidential information if applicable. VVISD is providing CITY OF BAY CITY LIBRARY DEPARTMENT data only for the following purpose and for no other purpose: **to provide all Bay City ISD students free access to Bay City Public Library Services, materials, and resources.**

Any annual and final reports based on the data provided to CITY OF BAY CITY LIBRARY DEPARTMENT must be submitted to VVISD by emailing cdement@vvisd.org.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

The data shall be provided by VVISD to CITY OF BAY CITY LIBRARY DEPARTMENT. The format will vary depending on integration method and requirements. CITY OF BAY CITY LIBRARY DEPARTMENT agrees to not share the data provided in its original format with a third party except when it is necessary for CITY OF BAY CITY LIBRARY DEPARTMENT to deliver services, comply with the law, or protect CITY OF BAY CITY LIBRARY DEPARTMENT's rights or the safety of users. CITY OF BAY CITY LIBRARY DEPARTMENT agrees not to sell, trade, lease, or loan the data as provided in its original format to any third party for any reason, including for marketing or advertising. Any data received by the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this DSA shall be added

into the current integrated library management system in order to create an account for a student library card. Information maintained in the integrated library information system is considered a city record and the data once added to this system is confidential pursuant to Section 552.124 of the Government Code.

CITY OF BAY CITY LIBRARY DEPARTMENT is hereby notified that any unauthorized disclosure of confidential student information is a violation of the Federal Family Educational Rights and Privacy Act of 1974 (FERPA) found in Title 20, United States Code, Section 1232g and the implementing regulations found in Title 34, Code of Federal Regulations, Part 99, and shall not be permitted to occur.

CITY OF BAY CITY LIBRARY DEPARTMENT acknowledges VVISED's obligations and requirements under FERPA, and agrees to provide services including, without limitation, the handling of any confidential student data information as provided by VVISED in its original format in compliance with the FERPA requirements as referenced above.

## 2. Consent

VVISED will provide the data to the CITY OF BAY CITY LIBRARY DEPARTMENT only after consent of the parent or legal guardian is provided during the VVISED online registration process. The data being provided by VVISED pursuant to this agreement consists of the following pieces of information: school name, grade level, the name of the parent or legal guardian providing the consent, name of student, address of student, phone number of student, date of birth of student, school identification number, and parent email.

## 3. Confidentiality

CITY OF BAY CITY LIBRARY DEPARTMENT will maintain the confidentiality of any and all student data obtained from VVISED in its original format as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted in its original format under this DSA, CITY OF BAY CITY LIBRARY DEPARTMENT shall establish a system of safeguards that will at minimum include the following:

- a. CITY OF BAY CITY LIBRARY DEPARTMENT shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data provided by VVISED in its original format, including electronically-maintained or transmitted data in its original format received from, or on behalf of VVISED. These measures will be extended by contract to all subcontractors used by CITY OF BAY CITY LIBRARY DEPARTMENT.

- b. CITY OF BAY CITY LIBRARY DEPARTMENT and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of the data provided under this DSA will be required to maintain the confidentiality of all students personally identifiable information as provided in its original format.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data in its original format as provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed, and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided in its original format under this DSA.
- e. Procedures and systems that ensure that all confidential student data in its original format processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data in its original format provided under this DSA shall ensure that any and all disclosures of confidential student data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students as such laws are applicable to the parties to this DSA.
- g. CITY OF BAY CITY LIBRARY DEPARTMENT shall return to VVUSD all data in its original format or any portions thereof requested by VVUSD, or, at VVUSD's election and subject to clause 1 above, CITY OF BAY CITY LIBRARY DEPARTMENT shall destroy all or any part of VVUSD's data in its original format that is within the possession or control of CITY OF BAY CITY LIBRARY DEPARTMENT and shall upon request by VVUSD, provide certification of such destruction.
- h. Permission shall be obtained from VVUSD prior to publications or disclosure of VVUSD's data in its original format, or other uses not outlined in this DSA.

**City of Bay City Library Department shall not, without the express prior written consent of VVUSD:**

- (a) Transmit VVUSD's Data in its original format or PII in its original format to any contractors or subcontractors located outside of the United States,
- (d) Use PII or any portion thereof to develop commercial products or services,



(e) Use any PII for any other purpose other than in connection with the services provided to VVISD with an exception for the creation of aggregated data,

(f) Engage in targeted advertising, as defined by Texas Student Privacy Act, Tex. Educ. Code Sec. 32.151 based on the data collected from VVISD.

3. Indemnification

Nothing in this DSA shall be construed to create a claim or cause of action against either party for which it is not otherwise liable, nor to waive any immunity or defense to which either party may be entitled nor to create an impermissible deficiency debt of either party.

5. Entire Agreement

This document states the entire agreement between CITY OF BAY CITY LIBRARY DEPARTMENT and VVISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA.

8. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

9. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

10. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. VVISED and CITY OF BAY CITY LIBRARY DEPARTMENT further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to VVISED and CITY OF BAY CITY LIBRARY DEPARTMENT are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/ or if those laws, policies, or regulations will be applied or excepted.

11. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the end of the VVISED academic year.

The City of Bay City, Texas

Van Vleck Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Christie Dement, Interim Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

## AGENDA ITEM SUBMISSION FORM

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

**Requestor Name:** Denbow, Samantha **Date Submitted:** 04/05/2023  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 04/11/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Library Director  
*For City Staff Only*

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

### Agenda Content:

**Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Bay City I.S.D. the Library Cards for Students Program.**

### Executive Summary of Item:

Bay City Public Library (BCPL) offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

The interlocal will allow Bay City ISD to facilitate the registration of student library cards through their online registration process. Parents will have the opportunity to opt-in to the program.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BAY CITY  
AND  
BAY CITY INDEPENDENT SCHOOL DISTRICT  
FOR STUDENT LIBRARY CARDS**

This Interlocal Cooperation Agreement ("Agreement") for Student Library cards is made and entered into by and between the City of Bay City, a Texas home-rule municipality ("City"), acting through its City Manager and the Bay City Public Library ("BCPL"), and Bay City Independent School District ("BCISD"), an educational institution, collectively referred to as the "Parties."

This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in the Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter.

BCPL offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

BCISD and the City, intending to be legally bound, hereby agree to the following terms and conditions of this Agreement:

1. **Scope.** BCISD agrees to offer its students BCPL Student Library cards through BCISD's online student enrollment and registration process:
2. **BCISD Responsibilities**
  - a. BCISD shall offer parents or legal guardians the choice to request an BCPL Student Library card for their child.
  - b. BCISD shall offer BCPL Student Library cards through BCISD online enrollment and registration process.
  - c. BCISD shall be responsible for all student registrations.
  - d. BCISD shall provide BCPL the information necessary to issue Student Library cards to students who have chosen to opt-in of the Program.
  - e. BCISD shall promote the Program and benefits of BCPL's materials and services.
  - f. BCISD will communicate any changes to the opt-in process to the Director of Libraries, Library as soon as possible.
  - g. BCISD will comply with all City and BCPL policies.
  - h. BCISD shall comply with all applicable federal, state, and local laws and regulations while performing under this Agreement.

### 3. City Responsibilities

- a. City shall provide BCPL Student Library cards to BCISD students under the Program.
- b. City shall comply with all applicable federal, state, and local laws and regulations in performing under this Agreement.
- c. City shall provide BCISD faculty with information and resources necessary to promote the Program.

**4. Term.** This Agreement shall commence upon execution and shall continue through **June 1, 2024**, unless cancelled by one of the parties in accordance with the terms set forth herein.

**5. Amendment or Termination of Agreement.** This Agreement may be modified at any time in writing and by mutual consent of the parties by an authorized officer of both parties. The Agreement may be terminated, with or without cause, by providing at least thirty (30) days written notice. If either party breaches the Agreement, the other party may terminate the Agreement if the party in breach fails to cure the breach within seven consecutive calendar days of receipt of written notice of the breach.

**6. Notices.** Any notice or other communication permitted or required under this Agreement shall be provided in writing and shall be deemed to be effective when delivered by personal delivery, confirmation facsimile or if mailed, five calendar days following deposit in the U.S. mail, by certified mail, return receipt requested, addressed as provided in Section 13.

**7. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

**8. Independent Contractors.** The parties' relationship during the term of this Agreement shall be that of independent contractors.

**9. Waiver.** Any waiver of any breach of this Agreement shall not be effective unless set forth in writing signed by an officer of the waiving party.

**10. Assignment.** Neither party may assign this Agreement without the other party's prior written consent. A party in its sole discretion in violation of the foregoing shall be void.

**11. No third Party Beneficiaries.** The City and BCISD agree that the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and is made solely and specifically for their benefit. No other person, including but not limited to any BCISD student, prospective student, or faculty shall have any rights, interest or claims under this Agreement.

**12. Notices Addresses.** Any notice required or permitted under this Agreement shall be sent to the following addresses:

Office of the City Manager  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414

Office of the Superintendent  
520 7<sup>th</sup> Street  
Bay City, Texas 77414

**13. Entire Agreement.** This Agreement shall be construed in accordance with the laws of the State of Texas excluding its conflicts of laws and rules. This Agreement constitutes the entire agreement between the parties. All proposals, negotiations, and representations (if any) made prior, and with reference to the subject matter of this Agreement, are superseded by this Agreement. This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Neither BCISD nor the City shall be bound by any oral agreement or representation, irrespective of when made.

**14. No Funding.** The parties agree that nothing in this Agreement obligates either party to provide funding or payment to the other party. To the extent that a party incurs cost or expenses as part of this Agreement, the party incurring those expenses or costs represents to the other party that it will pay for those costs or expenses from current revenues available to that party. The parties further acknowledge that the benefits that they each receive from this Agreement fairly compensate them for the obligations they must perform under this Agreement.

**15. Authority.** Each party warrants that his Agreement has been authorized by its governing body in accordance with Chapter 791 of the Texas Government Code.

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound have read and executed this Agreement.

Executed on the \_\_\_\_ day \_\_\_\_\_, 2023.

The City of Bay City, Texas

Board of Trustees of the Bay City Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Jill Westmoreland, Board President

**DATA SHARING AGREEMENT**  
 BETWEEN  
 THE BAY CITY INDEPENDENT SCHOOL  
 DISTRICT AND  
 CITY OF BAY CITY LIBRARY DEPARTMENT

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the Bay City Independent School District ("BCISD") and CITY OF BAY CITY LIBRARY DEPARTMENT who, as parties to the DSA, elect to accept its terms, to wit:

PREAMBLE

Data is being requested as part of the DSA to fulfill the responsibilities of the Interlocal Agreement between the CITY OF BAY CITY and BCISD for STUDENT LIBRARY CARDS. CITY OF BAY CITY LIBRARY DEPARTMENT agrees that the data transferred from BCISD to CITY OF BAY CITY LIBRARY DEPARTMENT in its original format is and shall remain the sole and exclusive property of BCISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be provided to the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this agreement. Data released in its original format by BCISD pursuant to this agreement must be used consistently with the Family Education Rights and Privacy Act (FERPA), HIPAA and BCISD's policies for managing student education records and other confidential information if applicable. BCISD is providing CITY OF BAY CITY LIBRARY DEPARTMENT data only for the following purpose and for no other purpose: **to provide all Bay City ISD students free access to Bay City Public Library Services, materials, and resources.**

Any annual and final reports based on the data provided to CITY OF BAY CITY LIBRARY DEPARTMENT must be submitted to BCISD by emailing ctownsend@baycityisd.org.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

The data shall be provided by BCISD to CITY OF BAY CITY LIBRARY DEPARTMENT. The format will vary depending on integration method and requirements. CITY OF BAY CITY LIBRARY DEPARTMENT agrees to not share the data provided in its original format with a third party except when it is necessary for CITY OF BAY CITY LIBRARY DEPARTMENT to deliver services, comply with the law, or protect CITY OF BAY CITY LIBRARY DEPARTMENT's rights or the safety of users. CITY OF BAY CITY LIBRARY DEPARTMENT agrees not to sell, trade, lease, or loan the data as provided in its original format to any third party for any reason, including for marketing or advertising. Any data received by the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this DSA shall be added

into the current integrated library management system in order to create an account for a student library card. Information maintained in the integrated library information system is considered a city record and the data once added to this system is confidential pursuant to Section 552.124 of the Government Code.

CITY OF BAY CITY LIBRARY DEPARTMENT is hereby notified that any unauthorized disclosure of confidential student information is a violation of the Federal Family Educational Rights and Privacy Act of 1974 (FERPA) found in Title 20, United States Code, Section 1232g and the implementing regulations found in Title 34, Code of Federal Regulations, Part 99, and shall not be permitted to occur.

CITY OF BAY CITY LIBRARY DEPARTMENT acknowledges BCISD's obligations and requirements under FERPA, and agrees to provide services including, without limitation, the handling of any confidential student data information as provided by BCISD in its original format in compliance with the FERPA requirements as referenced above.

## 2. Consent

BCISD will provide the data to the CITY OF BAY CITY LIBRARY DEPARTMENT only after consent of the parent or legal guardian is provided during the BCISD online registration process. The data being provided by BCISD pursuant to this agreement consists of the following pieces of information: school name, grade level, the name of the parent or legal guardian providing the consent, name of student, address of student, phone number of student, date of birth of student, school identification number, and parent email.

## 3. Confidentiality

CITY OF BAY CITY LIBRARY DEPARTMENT will maintain the confidentiality of any and all student data obtained from BCISD in its original format as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted in its original format under this DSA, CITY OF BAY CITY LIBRARY DEPARTMENT shall establish a system of safeguards that will at minimum include the following:

- a. CITY OF BAY CITY LIBRARY DEPARTMENT shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data provided by BCISD in its original format, including electronically-maintained or transmitted data in its original format received from, or on behalf of BCISD. These measures will be extended by contract to all subcontractors used by CITY OF BAY CITY LIBRARY DEPARTMENT.



- b. CITY OF BAY CITY LIBRARY DEPARTMENT and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of the data provided under this DSA will be required to maintain the confidentiality of all students personally identifiable information as provided in its original format.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data in its original format as provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed, and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided in its original format under this DSA.
- e. Procedures and systems that ensure that all confidential student data in its original format processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data in its original format provided under this DSA shall ensure that any and all disclosures of confidential student data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students as such laws are applicable to the parties to this DSA.
- g. CITY OF BAY CITY LIBRARY DEPARTMENT shall return to BCISD all data in its original format or any portions thereof requested by BCISD, or, at BCISD's election and subject to clause 1 above, CITY OF BAY CITY LIBRARY DEPARTMENT shall destroy all or any part of BCISD's data in its original format that is within the possession or control of CITY OF BAY CITY LIBRARY DEPARTMENT and shall upon request by BCISD, provide certification of such destruction.
- h. Permission shall be obtained from BCISD prior to publications or disclosure of BCISD's data in its original format, or other uses not outlined in this DSA.

**City of Bay City Library Department shall not, without the express prior written consent of BCISD:**

- (a) Transmit BCISD's Data in its original format or PII in its original format to any contractors or subcontractors located outside of the United States,
- (d) Use PII or any portion thereof to develop commercial products or services,

(e) Use any PII for any other purpose other than in connection with the services provided to BCISD with an exception for the creation of aggregated data,

(f) Engage in targeted advertising, as defined by Texas Student Privacy Act, Tex. Educ. Code Sec. 32.151 based on the data collected from BCISD.

### 3. Indemnification

Nothing in this DSA shall be construed to create a claim or cause of action against either party for which it is not otherwise liable, nor to waive any immunity or defense to which either party may be entitled nor to create an impermissible deficiency debt of either party.

### 5. Entire Agreement

This document states the entire agreement between CITY OF BAY CITY LIBRARY DEPARTMENT and BCISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

### 6. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

### 7. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA.

### 8. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

### 9. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

### 10. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. BCISD and CITY OF BAY CITY LIBRARY DEPARTMENT further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to BCISD and CITY OF BAY CITY LIBRARY DEPARTMENT are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/ or if those laws, policies, or regulations will be applied or excepted.

11. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the end of the BCISD academic year.

The City of Bay City, Texas

Bay City Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Dr. Dwight McHazlett, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

## AGENDA ITEM SUBMISSION FORM

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

**Requestor Name:** Denbow, Samantha **Date Submitted:** 04/05/2023  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 04/11/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Library Director  
*For City Staff Only*

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

### Agenda Content:

**Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Palacios I.S.D. the Library Cards for Students Program.**

### Executive Summary of Item:

Bay City Public Library (BCPL) offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

The interlocal will allow Palacios ISD to facilitate the registration of student library cards through their online registration process. Parents will have the opportunity to opt-in to the program.

**INTERLOCAL AGREEMENT BETWEEN**  
**THE CITY OF BAY CITY**  
**AND**  
**PALACIOS INDEPENDENT SCHOOL DISTRICT**  
**FOR STUDENT LIBRARY CARDS**

This Interlocal Cooperation Agreement ("Agreement") for Student Library cards is made and entered into by and between the City of Bay City, a Texas home-rule municipality ("City"), acting through its City Manager and the Bay City Public Library ("BCPL"), and Palacios Independent School District ("PISD"), an educational institution, collectively referred to as the "Parties."

This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in the Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter.

BCPL offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

PISD and the City, intending to be legally bound, hereby agree to the following terms and conditions of this Agreement:

1. **Scope.** PISD agrees to offer its students BCPL Student Library cards through PISD's online student enrollment and registration process:
2. **PISD Responsibilities**
  - a. PISD shall offer parents or legal guardians the choice to request an BCPL Student Library card for their child.
  - b. PISD shall offer BCPL Student Library cards through PISD online enrollment and registration process.
  - c. PISD shall be responsible for all student registrations.
  - d. PISD shall provide BCPL the information necessary to issue Student Library cards to students who have chosen to opt-in of the Program.
  - e. PISD shall promote the Program and benefits of BCPL's materials and services.
  - f. PISD will communicate any changes to the opt-in process to the Director of Libraries, Library as soon as possible.
  - g. PISD will comply with all City and BCPL policies.
  - h. PISD shall comply with all applicable federal, state, and local laws and regulations while performing under this Agreement.

**3. City Responsibilities**

- a. City shall provide BCPL Student Library cards to PISD students under the Program.
- b. City shall comply with all applicable federal, state, and local laws and regulations in performing under this Agreement.
- c. City shall provide PISD faculty with information and resources necessary to promote the Program.

**4. Term.** This Agreement shall commence upon execution and shall continue through **June 1, 2024**, unless cancelled by one of the parties in accordance with the terms set forth herein.

**5. Amendment or Termination of Agreement.** This Agreement may be modified at any time in writing and by mutual consent of the parties by an authorized officer of both parties. The Agreement may be terminated, with or without cause, by providing at least thirty (30) days written notice. If either party breaches the Agreement, the other party may terminate the Agreement if the party in breach fails to cure the breach within seven consecutive calendar days of receipt of written notice of the breach.

**6. Notices.** Any notice or other communication permitted or required under this Agreement shall be provided in writing and shall be deemed to be effective when delivered by personal delivery, confirmation facsimile or if mailed, five calendar days following deposit in the U.S. mail, by certified mail, return receipt requested, addressed as provided in Section 13.

**7. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

**8. Independent Contractors.** The parties' relationship during the term of this Agreement shall be that of independent contractors.

**9. Waiver.** Any waiver of any breach of this Agreement shall not be effective unless set forth in writing signed by an officer of the waiving party.

**10. Assignment.** Neither party may assign this Agreement without the other party's prior written consent. A party in its sole discretion in violation of the foregoing shall be void.

**11. No third Party Beneficiaries.** The City and PISD agree that the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and is made solely and specifically for their benefit. No other person, including but not limited to any PISD student, prospective student, or faculty shall have any rights, interest or claims under this Agreement.

**12. Notices Addresses.** Any notice required or permitted under this Agreement shall be sent to the following addresses:

Office of the City Manager  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414

Office of the Superintendent  
1209 12th Street  
Palacios, Texas 77465

**13. Entire Agreement.** This Agreement shall be construed in accordance with the laws of the State of Texas excluding its conflicts of laws and rules. This Agreement constitutes the entire agreement between the parties. All proposals, negotiations, and representations (if any) made prior, and with reference to the subject matter of this Agreement, are superseded by this Agreement. This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Neither PISD nor the City shall be bound by any oral agreement or representation, irrespective of when made.

**14. No Funding.** The parties agree that nothing in this Agreement obligates either party to provide funding or payment to the other party. To the extent that a party incurs cost or expenses as part of this Agreement, the party incurring those expenses or costs represents to the other party that it will pay for those costs or expenses from current revenues available to that party. The parties further acknowledge that the benefits that they each receive from this Agreement fairly compensate them for the obligations they must perform under this Agreement.

**15. Authority.** Each party warrants that his Agreement has been authorized by its governing body in accordance with Chapter 791 of the Texas Government Code.

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound have read and executed this Agreement.

Executed on the \_\_\_\_ day \_\_\_\_\_, 2023.

The City of Bay City, Texas

Board of Trustees of the Palacios Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Fabian Marroquin, Board President

**DATA SHARING AGREEMENT**  
 BETWEEN  
 THE PALACIOS INDEPENDENT SCHOOL DISTRICT  
 AND  
 CITY OF BAY CITY LIBRARY DEPARTMENT

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the Palacios Independent School District ("PISD") and CITY OF BAY CITY LIBRARY DEPARTMENT who, as parties to the DSA, elect to accept its terms, to wit:

PREAMBLE

Data is being requested as part of the DSA to fulfill the responsibilities of the Interlocal Agreement between the CITY OF BAY CITY and PISD for STUDENT LIBRARY CARDS. CITY OF BAY CITY LIBRARY DEPARTMENT agrees that the data transferred from PISD to CITY OF BAY CITY LIBRARY DEPARTMENT in its original format is and shall remain the sole and exclusive property of PISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be provided to the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this agreement. Data released in its original format by PISD pursuant to this agreement must be used consistently with the Family Education Rights and Privacy Act (FERPA), HIPAA and PISD's policies for managing student education records and other confidential information if applicable. PISD is providing CITY OF BAY CITY LIBRARY DEPARTMENT data only for the following purpose and for no other purpose: **to provide all Bay City ISD students free access to Bay City Public Library Services, materials, and resources.**

Any annual and final reports based on the data provided to CITY OF BAY CITY LIBRARY DEPARTMENT must be submitted to PISD by emailing bchapman@palaciosisd.org.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

The data shall be provided by PISD to CITY OF BAY CITY LIBRARY DEPARTMENT. The format will vary depending on integration method and requirements. CITY OF BAY CITY LIBRARY DEPARTMENT agrees to not share the data provided in its original format with a third party except when it is necessary for CITY OF BAY CITY LIBRARY DEPARTMENT to deliver services, comply with the law, or protect CITY OF BAY CITY LIBRARY DEPARTMENT's rights or the safety of users. CITY OF BAY CITY LIBRARY DEPARTMENT agrees not to sell, trade, lease, or loan the data as provided in its original format to any third party for any reason, including for marketing or advertising. Any data received by the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this DSA shall be added



into the current integrated library management system in order to create an account for a student library card. Information maintained in the integrated library information system is considered a city record and the data once added to this system is confidential pursuant to Section 552.124 of the Government Code.

CITY OF BAY CITY LIBRARY DEPARTMENT is hereby notified that any unauthorized disclosure of confidential student information is a violation of the Federal Family Educational Rights and Privacy Act of 1974 (FERPA) found in Title 20, United States Code, Section 1232g and the implementing regulations found in Title 34, Code of Federal Regulations, Part 99, and shall not be permitted to occur.

CITY OF BAY CITY LIBRARY DEPARTMENT acknowledges PISD's obligations and requirements under FERPA, and agrees to provide services including, without limitation, the handling of any confidential student data information as provided by PISD in its original format in compliance with the FERPA requirements as referenced above.

## 2. Consent

PISD will provide the data to the CITY OF BAY CITY LIBRARY DEPARTMENT only after consent of the parent or legal guardian is provided during the PISD online registration process. The data being provided by PISD pursuant to this agreement consists of the following pieces of information: school name, grade level, the name of the parent or legal guardian providing the consent, name of student, address of student, phone number of student, date of birth of student, school identification number, and parent email.

## 3. Confidentiality

CITY OF BAY CITY LIBRARY DEPARTMENT will maintain the confidentiality of any and all student data obtained from PISD in its original format as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted in its original format under this DSA, CITY OF BAY CITY LIBRARY DEPARTMENT shall establish a system of safeguards that will at minimum include the following:

- a. CITY OF BAY CITY LIBRARY DEPARTMENT shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data provided by PISD in its original format, including electronically-maintained or transmitted data in its original format received from, or on behalf of PISD. These measures will be extended by contract to all subcontractors used by CITY OF BAY CITY LIBRARY DEPARTMENT.

- b. CITY OF BAY CITY LIBRARY DEPARTMENT and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of the data provided under this DSA will be required to maintain the confidentiality of all students personally identifiable information as provided in its original format.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data in its original format as provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed, and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided in its original format under this DSA.
- e. Procedures and systems that ensure that all confidential student data in its original format processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data in its original format provided under this DSA shall ensure that any and all disclosures of confidential student data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students as such laws are applicable to the parties to this DSA.
- g. CITY OF BAY CITY LIBRARY DEPARTMENT shall return to PISD all data in its original format or any portions thereof requested by PISD, or, at PISD's election and subject to clause 1 above, CITY OF BAY CITY LIBRARY DEPARTMENT shall destroy all or any part of PISD's data in its original format that is within the possession or control of CITY OF BAY CITY LIBRARY DEPARTMENT and shall upon request by PISD, provide certification of such destruction.
- h. Permission shall be obtained from PISD prior to publications or disclosure of PISD's data in its original format, or other uses not outlined in this DSA.

**City of Bay City Library Department shall not, without the express prior written consent of PISD:**

- (a) Transmit PISD's Data in its original format or PII in its original format to any contractors or subcontractors located outside of the United States,
- (d) Use PII or any portion thereof to develop commercial products or services,

(e) Use any PII for any other purpose other than in connection with the services provided to PISD with an exception for the creation of aggregated data,

(f) Engage in targeted advertising, as defined by Texas Student Privacy Act, Tex. Educ. Code Sec. 32.151 based on the data collected from PISD.

3. Indemnification

Nothing in this DSA shall be construed to create a claim or cause of action against either party for which it is not otherwise liable, nor to waive any immunity or defense to which either party may be entitled nor to create an impermissible deficiency debt of either party.

5. Entire Agreement

This document states the entire agreement between CITY OF BAY CITY LIBRARY DEPARTMENT and PISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA.

8. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

9. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

10. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. PISD and CITY OF BAY CITY LIBRARY DEPARTMENT further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to PISD and CITY OF BAY CITY LIBRARY DEPARTMENT are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/ or if those laws, policies, or regulations will be applied or excepted.

11. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the end of the PISD academic year.

The City of Bay City, Texas

Palacios Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Dr. Bill Chapman, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

## AGENDA ITEM SUBMISSION FORM

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

---

**Requestor Name:** Mason, James **Date Submitted:** 04/03/2023  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 04/11/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Airport Manager  
*For City Staff Only*

**Agenda Location:** Bid Award- Airport Jet A Fuel System  
*(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)*

### Agenda Content:

---

**Discuss, consider, and/or award the construction bid for Project CE2023-001 JETA: Jet A Fuel System Improvements and authorize the Mayor and/or City Manager to execute a contract approved to form by the City Attorney between the City of Bay City and Bassco Services Inc.**

### Executive Summary of Item:

---

Enter Text Here.



March 31, 2023

James Mason  
Bay City Regional Airport  
3598 FM 2540 North  
Bay City, Texas 77414

**Recommendation of Award: Project CE2023-001/JETA: Jet A Fuel System Improvements**

Transmitted via email to [jmason@cityofbaycity.org](mailto:jmason@cityofbaycity.org) on March 31, 2023

Dear Mr. Mason.

On March 28, 2023, the bid of “Jet A Fuel System Improvements” at Bay City Regional Airport was conducted and bids were publicly opened in City Council Chambers of Bay City’s City Hall. One bid was received. Bassco Services Inc, of Dallas, Texas turned in a bid of \$271,731.00 to complete the work. This is a total bid. Subsequent to the bid opening, we asked Bassco to provide documents that were missing from their package. These documents included the litigation history statement and the Certificate of Interested Parties. Both documents have since been provided.

We have reviewed the documentation provided in the bid package. Based on the information made available, we find this bid to be a good value for the City of Bay City and the airport and recommend awarding a contract to carry out the work as scoped in the bid documents.

I look forward to working on the next phase of this project with you. Please call me if you have questions. Thanks.

Civil PEs, LLC

Thomas D Dodson, PE

President

Attachment – Bid Tabulation

CITY OF BAY CITY  
COUNCIL CHAMBERS

VISITOR LEDGER

BID OPENING – JET FUEL SYSTEM IMPROVEMENTS

TUESDAY, MARCH 28, 2023  
2:00 P.M.

(PLEASE PRINT LEGIBLY)

	PRINTED NAME (PLEASE PRINT LEGIBLY)	ADDRESS AND/OR NAME OF ORGANIZATION
1	James Mason	BCRA
2	Thomas Dorton	Civil P&S
3	Shawna D. Burkhardt	City of Bay City
4		
5		
6		
7		
8		
9		
10		
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12		
13		
14		
15		
16		
17		
18		
19		
20		

# BID OPENING for CE2023-001/JETA - JET A FUEL SYSTEM IMPROVEMENTS

March 28, 2023

2:00 pm

ITEM #8.  
City Hall

## Bid Checklist and Bid Opening

Bidder	Signed Bid Form	Bid Security	SAM Information	Litigation History	OSHA Statement	Certificate of Interested Parties Form 1295	Substitutions	Total Bid
BASSLO SERVICES, INC.	✓	✓	*✗	*✗	✓	*✗		\$271,731.00

\* Provided after the bid opening.

NOTES





Download Follow

Entity Registration
<b>Exclusions</b>
Active Exclusions
Responsibility / Qualification

## BASSCO SERVICES, INCORPORATED

Unique Entity ID  
**T9GWDCPBE2Y3**

CAGE/NCAGE  
**3P8G0**

<i>Registration Status</i>	<i>Expiration Date</i>
Active Registration	Jan 16, 2024

Purpose of Registration  
**All Awards**

Physical Address  
**9219 Viscount Row  
Dallas, Texas  
75247-5415, United States**

Mailing Address  
**9219 Viscount Row  
Dallas, Texas  
75247-5415, United States**

### Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

## ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.



**Feedback**

<b>Our Website</b>
<b>Our Partners</b>
<b>Policies</b>
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**General Services Administration**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



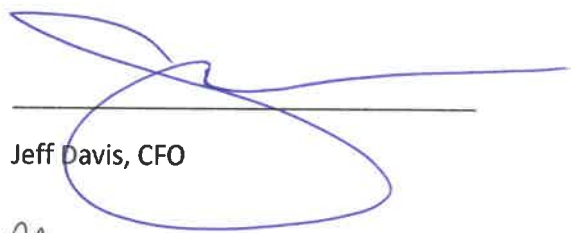
**AVIATION FUEL SYSTEMS SPECIALIST**

9219 Viscount Row · Dallas, TX 75247 · 214-352-4432

**CERTIFICATE OF NON-LITIGATION**

I, Jeff Davis, hereby swear to the best of my knowledge, that there are no pending or threatened actions of law, judgements or lawsuits filed against Bassco Services, Inc. currently or in past 5 years where a court ordered a judgement against Bassco Services or is currently pending.

Project Description: Bay City Jet Fuel Improvement Project:

  
\_\_\_\_\_  
Jeff Davis, CFO

Sworn to and subscribed before me this 30th day of MARCH, 2023



  
\_\_\_\_\_  
Notary Public

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1000208

Date Filed:  
03/29/2023

Date Acknowledged:

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Bassco Services Incorporated  
Dallas, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of bay City Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

CE2023-001/JetA  
Jet A Fuel System Improvement project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Jeff Davis and my date of birth is 01/26/1963

My address is 5400 Chesapeake R Moogah Tx 75101 Dallas  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 29 day of March, 2023  
(month) (year)

  
Signature of authorized agent of contracting business entity (Declarant)



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF BAY CITY  
Bay City, Texas  
Project No. 20W09157**

**CONTRACT AMENDMENT NO. 1**

This Contract Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original contract between Bay City ("Owner") and Garver, LLC ("Garver"), dated October 27<sup>th</sup>, 2020 referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services for **Work Order No. 9 – WWTP Construction Management & Inspection.**

The Agreement is hereby modified as follows:

**SECTION A – Scope of Services and Payment Schedule**

The attached **Appendix A.1** is hereby added to Section A of the Agreement

The parties hereby affirm, no other changes or modification are applicable to the terms of the Agreement, all other provisions are binding and effective as provided for in said Agreement.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page to Follow]*



IN WITNESS WHEREOF, City of Bay City and Garver have executed this Amendment effective as of the date last written below.

CITY OF BAY CITY

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Daniel N. Olson, P.E.  
*Printed Name*

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## APPENDIX A.1 – SCOPE OF SERVICES AND FEE SCHEDULE

### 1. General

Bay City has requested Garver to prepare cost optimization/value engineering, construction pre-NTP Scope Modifications, Project Funding (WIFIA) Support, and Alternate Design of Project Elements for the Bay City WWTP Improvements project. The following sections provide the detail scope of work.

### 2. Project Location:

The WWTP Improvements project is located at 4511 Starling, Bay City, Texas 77414.

### 3. Scope of Work

Refer to Appendix A.2 for scope details.

### 4. Fee Schedule

An estimated total lump sum fee of \$1,388,629.00. Details on the level of efforts for cost on each parcel work are shown below.

Task	Cost
TASK 1 - Construction Administration	\$ -
TASK 2 - Resident Project Representative	\$ -
TASK 3 - Startup & Commissioning	\$ -
TASK 4 - Proposal, Cost Optimization, and Value Engineering Mitigation Support (New Task)	\$ 456,314.00
TASK 5 - Construction Pre-NTP Scope Modifications (New Task)	\$ 336,094.00
TASK 6 - Project Funding Support (WIFIA Funding) (New Task)	\$ 142,274.00
Task 7 - Alternate Design of Project Elements by Priority (New Task)	\$ 453,947.00
<b>Total Cost</b>	<b>\$ 1,388,629.00</b>

### 5. Project Deliverable:

Refer to Appendix A.2 for scope details.

### 6. Project Schedule:

Refer to Appendix A.2 for scope details.

## APPENDIX A.2 – DETAILED SCOPE

Work Order No. 9

20W09157 – Bay City WWTP CM & I

Amendment 1

### General

The project 20W09157 includes the following tasks for the Bay City WWTP Construction Management and Inspection:

1. Task 1 – Construction Administration
2. Task 2 – Resident Project Representative
3. Task 3 – Startup and Commissioning

This Amendment addresses project design revisions and funding support to mitigate the project from bidding more than the original TWDB-authorized funding amount. This includes efforts to enhance the project proposal environment, conduct cost optimizations, develop the plan forward for the project, implement initial change orders necessary to secure construction notice to proceed, assist the city in procurement of additional funding, and development of alternate design of project elements to meet the City's improvement priority preferences.

The following reflects work items necessary to prepare the Bay City WWTP Improvements Project to meet the stated work needs:

1. Tasks 1 through 3: No changes
2. (New Task) Task 4: Proposal, Cost Optimization, and Value Engineering Mitigation Support
3. (New Task) Task 5: Construction Pre-NTP Construction Contract Modifications
4. (New Task) Task 6: Project Funding Support (WIFIA Funding)
5. (New Task) Task 7: Alternate Design of Project Elements by Priority

### Task 4: Proposal, Cost Optimization, and Value Engineering Mitigation Support (New Task)

This task will capture effort during the bidding and post-bidding stages to identify potential cost mitigation strategies, incorporate proposal alternates into the bidding documents, support augmented funding efforts, and engage in cost savings and value engineering discussions with the apparent best value contractor. Task 4 includes the following scope items:

1. Proposal Alternates: Develop proposal alternates into the proposal form and Contract Documents for evaluation of nine (9) alternates designed to reduce project costs. Examples included Cottonwood Lift Station Top Slab Replacement and Associated Upgrades, Deletion of the new Administration Building, Alternate to install PVC yard piping in lieu of ductile iron, Alternative to install Centrifugally Cast Fiber Reinforced Polymer Mortar (CCFRPM) piping in lieu of ductile iron, Deletion of Trunk Sewer Repairs, Adjustment for Modified Trunk Sewer Repairs, Alternate Blower/Blower Control System, Clarifier Mechanism Manufacturer, and Alternate Rotary Fan Press manufacturer.
2. Proposal Interviews: Conduct interviews with offerors for evaluation and preliminary identification of cost optimizations.
3. Cost Optimization/Value Engineering Listing and Evaluation: Develop initial listing of cost optimizations. Evaluate full listing of cost optimizations developed by apparent best value contractor, meet, and evaluate merits of optimizations for inclusion into the project.
4. Cost Optimization Coordination: Participate in three (3) formal meetings and up to ten (10) virtual meetings/conference calls with the apparent best-value contractor for purposes of coordination of



5. Path Forward Planning: Develop the project path forward plan to allow for cost optimizations, contractor notice to proceed, and future contract changes for the project.
6. City Council Meeting Participation: Develop agenda items, presentations, discussion points, and participate in up to nine (9) City Council Meetings to provide status of the projects, path forward, and engineering recommendations.

#### **Task 5: Construction Pre-NTP Construction Contract Modifications (New Task)**

Effort under this task is intended to incorporate the agreed-upon construction scope items from the above discussions in Task 4 into a Change Order suitable for authorization of the limited-scope construction contract to fit within the TWDB-authorized funding availability.

The following construction scope items are to be included in the initial Authorization:

- a. Facility 02 (Cottonwood Lift Station Improvements): Per Original Design, with accepted top slab replacement alternate.
- b. Facility 10 (Influent Lift Station): As per original design with minimal modifications
- c. Facility 15 (Headworks): Modify approach to keep existing headworks with no changes.
- d. Facility 20 (Aeration Basins): Modify approach to keep existing aeration basins with no changes.
- e. Facility 25 (Blower Building): Modifications of Original Design, including:
  - a. Emergency Blower Provisions, including use of existing blower room with rental (or refurbished or replacement) blower bodies for purposes of plant operation during the initial construction.
  - b. The proposed Electrical Room is to remain, with modifications to electrical gear.
  - c. Removal of Blower Room and Blower Packages from the project scope (Multi-Stage Centrifugal blowers for Aeration Basins; Positive displacement blowers for ASHT)
- f. Facility 27 (Clarifiers): As per original design with modifications to keep the existing RAS/WAS and MLSS Channels, provide replacement grating over channels, and provide temporary scum pumping.
- g. Facility 50 (Rectangular Sludge Storage): Modify approach to keep existing rectangular ASHTs rather than repurpose existing ABs into ASHTs. Revisions to keep existing ASHTs:
  - a. Electrical controls for existing press feed pumps to feed the new Dewatering Equipment
  - b. Isolation of influent sludge and scum piping as necessary per deletion of the circular ASHT.
- h. Facility 55 (Sludge Building): As per original designs, with modification to Reduce scope to one (1) 8-channel dewatering press while continuing to use existing dewatering boxes as backup redundancy.
- i. Facility 90 (Electrical): Maintained, but with revisions due to modified scope elsewhere.
- j. Facility 95 (SCADA): Maintained, but with revisions due to modified scope elsewhere.
- k. Site Civil: Adjustments to scope to match modified design areas:

The Task 5 Garver Scope of Services needed to produce updates includes:

1. Engineering Memorandum: Prepare engineering memorandum reflecting the alternate, reduced scope design. Memorandum should demonstrate effectiveness of treatment system and compliance with TCEQ rules.
2. Contract Document/Change Order Preparation: Development of appropriate change order documents to modify the original contracting documents to the revised scope.
3. Specification Modifications: Modify specifications, including removal of not-used scope; and revisions to appropriate Division 00 specifications (modified scope, Addenda reflecting changes, etc.) and Division 01 (work restrictions, temporary facilities, etc.).
4. Drawing Revisions: Conduct design revisions for drawings to indicate the following:
  - a. Revised drawing index.
  - b. Revised hydraulic profile.

- c. Revised process flow diagram.
  - d. Revised site plan (and associated yard piping, grading, and paving) reflecting initial authorization layout.
  - e. Revised P&IDs for impacted facilities.
  - f. Revised process drawings for modified scope facilities. Examples include modified influent lift station header and forcemain, revised blower building/blower electrical room, revised clarifier modifications, and revisions for the dewatering building to reflect installation of only one piece of dewatering equipment.
  - g. Revised electrical drawings for modified electrical scope of work, including construction phasing drawings.
  - h. Revised plant SCADA drawings.
  - i. Removal of drawings for scope removed from project.
5. Preparation of Conformed Drawing Set: Produce the modified Conformed Drawing set to indicate initial authorization construction scope.
  6. TWDB Coordination for Modified Scope: Coordinate with the TWDB regarding the project design changes. Provide scope modification request and alternate funding allocation request.
  7. Contractor Coordination: Coordinate with the apparent best value contractor via phone (up to five (5) virtual calls), in-person meetings (up to two (2) meetings), and misc. email correspondence. Incorporate construction enhancements as noted by contractor, as viable, to optimize project cost and implementation schedule.

#### **Task 6: Project Funding Support (WIFIA Funding)**

This task will provide support for the City to secure additional project funding from the Environmental Protection Agency's (EPA's) Water Infrastructure Finance and Innovation Act (WIFIA) program.

1. WIFIA Letter of Intent (LOI) Preparation: Prepare WIFIA LOI for invitation to apply for WIFIA Funding.
2. WIFIA Application Preparation: Assist City in development of WIFIA Loan application, including application preparation and ongoing coordination and communication to monitor application status.
3. WIFIA Loan Closing Support: Assist City during the loan closing process, including ongoing coordination and document sharing.
4. WIFIA Construction Implementation Support: Assist city during construction process for ongoing construction-related documentation and coordination.

#### **Task 7: Alternate Design of Project Elements by Priority**

The following scope items are prioritized for additional design development. These areas may be included into the construction project in part or in whole as change-orders.

1. Aeration Basin Improvements
  - a. Scope: prepare evaluation for reuse of existing aeration basins as complete mix reactors. Evaluate use of retractable or fixed grid diffusers, including estimated construction costs, statement of benefits, and operator preferences. Prepare design for selected alternate.
  - b. Specification Updates: Prepare specification updates, including revised diffuser specification, revised construction sequencing specifications, and other appurtenant aeration basin related updates (such as valve and gate schedules).
  - c. Drawing Updates: Prepare drawings for the selected alternate, including demolition (up to 4 drawings – plan and section for each tank), process drawings (up to 4 drawings – plan and section for each tank), P&IDs (up to 2 drawings – one for each tank), electrical (up to 4 drawings), structural (up to 2 drawings), and civil.

- d. Contract Modification Request (CMR) Preparation: prepare CMR for pricing and incorporation by the contractor along with the Blowers and RAS/WAS Pump Station design alternates as a single, combine change order. Additionally, scope could be incorporated into a comprehensive change order for all remaining priority design items with pending budget.
2. Blower System Alternate Design
    - a. Scope: prepare evaluation for the alternate blower system design, including provisions for air supply to the aeration basins, aerated sludge holding tanks, mixed liquor channels, and post-aeration/chlorine contact basins. Evaluate blower capacity, blower type (multi-stage centrifugal vs. positive displacement), and lineup for number of blowers and service locations (it is expected that the aeration basins will be separated from the other air demands). Blowers may be located either within the new blower facility, outside on concrete pads in blower enclosures, or within the existing blower building depending on the blower system and type of blowers selected.
    - b. Specification Updates: Prepare specification updates, including revised blower specification, revised blower control system specification, revised construction sequencing specifications, and other appurtenant blower-related updates (such as valve and instrumentation schedules).
    - c. Drawing Updates: Prepare drawings for the selected alternate, including demolition (up to 1 drawing – within existing blower building), process drawings (up to 4 drawings – plan and section for each blower system), P&IDs (up to 4 drawings – two for each blower system), electrical (up to 4 drawings), structural (up to 3 drawings), and civil.
    - d. Change Order Preparation: prepare CMR for pricing and incorporation by the contractor along with the Aeration Basin and RAS/WAS Pump Station design alternates as a single, combine change order. Additionally, scope could be incorporated into a comprehensive change order for all remaining priority design items with pending budget.
  3. RAS/WAS and Scum Pumping Stations
    - a. Scope: it is anticipated that RAS/WAS pumps will be moved to an on-grade pump station utilizing self-priming RAS and WAS pumps. Suction is to be taken from individual headers from the existing RAS channel. Clarifier underflow will be controlled using telescoping valves at the location of the existing air-lift pumps. The work will also include construction of new scum wetwells (one per clarifier) and scum pumping stations.
    - b. Specification Updates: Prepare specification updates, including self-priming pump specification, scum pumps, revised RAS/WAS and scum control descriptions, revised construction sequencing specifications, temporary bypass pumping and bulkhead considerations, and other appurtenant pump-related updates (such as valve and instrumentation schedules).
    - c. Drawing Updates: Prepare drawings, including demolition (up to 2 drawings – within existing RAS channel), process drawings (up to 5 drawings – plan, section, and details for RAS/WAS Pumps; one combined plan/section/detail for each scum system), P&IDs (up to 3 drawings), electrical (up to 3 drawings), structural (up to 3 drawings), and civil.
    - d. Change Order Preparation: prepare CMR for pricing and incorporation by the contractor along with the Aeration Basin and Blower design alternates as a single, combine change order. Additionally, scope could be incorporated into a comprehensive change order for all remaining priority design items with pending budget.
  4. Disinfection Building and Chlorine Contact Basin
    - a. Scope: Return Facility 40 and 43 Improvements from original design.
    - b. Specification Updates: Include original design scope.
    - c. Drawing Updates: Include original design drawings, pending any updates to site layout or minor modifications to adjacent facilities (scope reductions).

- d. Change Order Preparation: prepare CMR for pricing and incorporation by the contractor. Additionally, scope could be incorporated into a comprehensive change order for all remaining priority design items with pending budget.
5. Headworks Improvements
  - a. Scope: Includes installation of a washer-compactor for the existing screen, improved screening discharge piping, new grating, and replacement of butterfly gates with slide gates.
  - b. Specification Updates: Prepare specification updates, including washer-compactor, and other appurtenant headworks-related updates (such as gate schedule).
  - c. Drawing Updates: Prepare drawings, including demolition (up to 2 drawings – plan and sections), process drawings (up to 2 drawings – plan and section/details), P&IDs (up to 1 drawing), electrical (up to 2 drawings), structural (up to 1 drawing), and civil.
  - d. Change Order Preparation: prepare CMR for pricing and incorporation by the contractor. Additionally, scope could be incorporated into a comprehensive change order for all remaining priority design items with pending budget.
6. Off-site Interceptor Repairs – Spot/Reduced Scope
  - a. Scope: Return Volume 4 (Trunk Sewer Repairs) into the project as noted in original Base Proposal Component 5.05 TS2: Adjustment for Modified Trunk Sewer Repair Scope. K. This includes repairs to the most critical components of the Trunk Sewer Repairs.
  - b. Specification Updates: Include original design scope.
  - c. Drawing Updates: Include original design drawings, pending any adjustments for highlighting the modified repair scope only.
  - d. Change Order Preparation: prepare CMR for pricing and incorporation by the contractor. Additionally, scope could be incorporated into a comprehensive change order for all remaining priority design items with pending budget.
7. Engineering Memorandum: Prepare engineering memorandum reflecting the incorporated Alternate Designs as selected and implemented. Memorandum should demonstrate effectiveness of treatment system and compliance with TCEQ rules.

### Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Submittals or deliverables in addition to those listed herein.
2. Additional design outside the scope of the project.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit an SWPPP to TCEQ.
4. Construction materials testing (to be provided by a materials testing company contracted directly with the City).
5. Warranty Services after the construction period.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

### SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the Schedule below:

Phase Description	Calendar Days
Task 4: Proposal and Cost Optimization Mitigation Support	Complete within 30 days of Amendment Notice to Proceed
Task 5: Construction Pre-NTP Construction Contract Modifications	Complete within 60 days of Amendment Notice to Proceed
Task 6: Project Funding Support (WIFIA Funding)	Ongoing through the end of the 730-day Contractor's Construction period
Task 7: Alternate Design of Project Elements by Priority	<ul style="list-style-type: none"> <li>• AB and Blower Evaluation Memo within 70 days of Notice to Proceed</li> <li>• CMR Preparation for All Design Revisions within 120 days of Amendment Notice to Proceed for pricing purposes.</li> <li>• Engineering Memorandum within 45 days of acceptance of intent to include Alternate Design components in writing by Owner.</li> </ul>



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

## AGENDA ITEM SUBMISSION FORM

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

**Requestor Name:** Lopez, Gabriel **Date Submitted:** 04/05/2023  
*Last, First* *MM/DD/YYYY*

**Requestor Type:** City Staff **Meeting Date:** 04/11/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Engineering Technician  
*For City Staff Only*

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

### Agenda Content:

**Discuss, consider, and/or approve resolution granting execution of an advance funding agreement with the state to replace or rehabilitate 8th St bridge over Cottonwood Creek.**

### Executive Summary of Item:

The Highway Bridge Replacement and Rehabilitation Program (HBRRP) is federal-aid program that provides funding to enable communities to improve the conditions of off-system bridges through replacement, rehabilitation, and systematic preventive maintenance. This includes any bridges located on a public road other than on a Federal-aid highway. Eligible bridges must meet the classification of being structurally deficient or obsolete.

The Infrastructure Investment and Jobs Act (IIJA), signed into law in November 2021, includes a substantial apportionment for funding off-system bridge projects. Typically, the bridges are funded 80/10/10 (federal/state/local). However, the state has determined that any off-system bridges letting between now and FY 2026 will be approved to be funded 100% federal funds using the IIJA as well as well as the through HBRRP.

It is staff's recommendation to approve the resolution granting the execution of an advanced funding agreement with the Texas Department of Transportation.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS APPROVING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE**

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

**WHEREAS**, City of Bay City, hereinafter referred to as the Local Government owns bridges located at 8th St over Cottonwood Creek, National Bridge Inventory (NBI) Structure Number 13-158-0-B001-75-001, State Control-Section-Job (CSJ) Number 0913-21-061; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116292. Dated August 30,2022; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0913-21-061.

**WHEREAS**, any non-eligible items of work will be paid by the Local Government; and

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

the Local Government approves the execution of an Advance Funding Agreement with the State. The City Mayor is authorized to execute the agreement on behalf of the Local Government.

**PASSED AND APPROVED AT BAY CITY TEXAS THIS 11TH DAY OF APRIL, 2023.**

\_\_\_\_\_  
Robert K. Nelson, Mayor  
City of Bay City

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeanna Thompson, City Secretary

\_\_\_\_\_  
Anne Marie Odefey, City Attorney



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**Position Title** Engineering Technician  
*For City Staff Only*

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

### Agenda Content:

**Discuss, consider, and/or approve resolution granting execution of an advance funding agreement with the state to replace or rehabilitate Ave H bridge over Cottonwood Creek.**

### Executive Summary of Item:

The Highway Bridge Replacement and Rehabilitation Program (HBRRP) is federal-aid program that provides funding to enable communities to improve the conditions of off-system bridges through replacement, rehabilitation, and systematic preventive maintenance. This includes any bridges located on a public road other than on a Federal-aid highway. Eligible bridges must meet the classification of being structurally deficient or obsolete.

The Infrastructure Investment and Jobs Act (IIJA), signed into law in November 2021, includes a substantial apportionment for funding off-system bridge projects. Typically, the bridges are funded 80/10/10 (federal/state/local). However, the state has determined that any off-system bridges letting between now and FY 2026 will be approved to be funded 100% federal funds using the IIJA as well as well as the through HBRRP.

It is staff's recommendation to approve the resolution granting the execution of an advanced funding agreement with the Texas Department of Transportation.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS APPROVING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE**

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

**WHEREAS**, City of Bay City, hereinafter referred to as the Local Government owns bridges located at Ave H over Cottonwood Creek, National Bridge Inventory (NBI) Structure Number 13-158-0-B005-20-002, State Control-Section-Job (CSJ) Number 0913-21-055; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116292. Dated August 30,2022; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0913-21-055.

**WHEREAS**, any non-eligible items of work will be paid by the Local Government; and

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

the Local Government approves the execution of an Advance Funding Agreement with the State. The City Mayor is authorized to execute the agreement on behalf of the Local Government.

**PASSED AND APPROVED AT BAY CITY TEXAS THIS 11TH DAY OF APRIL, 2023.**

\_\_\_\_\_  
Robert K. Nelson, Mayor  
City of Bay City

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeanna Thompson, City Secretary

\_\_\_\_\_  
Anne Marie Odefey, City Attorney



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**Requestor Type :** City Staff **Meeting Date:** 04/11/2023  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

**Position Title** Engineering Technician  
*For City Staff Only*

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

### Agenda Content:

**Discuss, consider, and/or approve resolution granting execution of an advance funding agreement with the state to replace or rehabilitate Hamman Rd bridge over Cottonwood Creek.**

### Executive Summary of Item:

The Highway Bridge Replacement and Rehabilitation Program (HBRRP) is federal-aid program that provides funding to enable communities to improve the conditions of off-system bridges through replacement, rehabilitation, and systematic preventive maintenance. This includes any bridges located on a public road other than on a Federal-aid highway. Eligible bridges must meet the classification of being structurally deficient or obsolete.

The Infrastructure Investment and Jobs Act (IIJA), signed into law in November 2021, includes a substantial apportionment for funding off-system bridge projects. Typically, the bridges are funded 80/10/10 (federal/state/local). However, the state has determined that any off-system bridges letting between now and FY 2026 will be approved to be funded 100% federal funds using the IIJA as well as well as the through HBRRP.

It is staff's recommendation to approve the resolution granting the execution of an advanced funding agreement with the Texas Department of Transportation.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS APPROVING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE**

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

**WHEREAS**, City of Bay City, hereinafter referred to as the Local Government owns bridges located at Hamman Rd over Cottonwood Creek, National Bridge Inventory (NBI) Structure Number 13-158-0-B009-60-001, State Control-Section-Job (CSJ) Number 0913-21-056; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116292. Dated August 30,2022; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0913-21-056.

**WHEREAS**, any non-eligible items of work will be paid by the Local Government; and

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

the Local Government approves the execution of an Advance Funding Agreement with the State. The City Mayor is authorized to execute the agreement on behalf of the Local Government.

**PASSED AND APPROVED AT BAY CITY TEXAS THIS 11TH DAY OF APRIL, 2023.**

\_\_\_\_\_  
Robert K. Nelson, Mayor  
City of Bay City

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeanna Thompson, City Secretary

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

## **Ratification ~ Discuss, review and/or approve ratifying adjusted utility fees.**



### **EXECUTIVE SUMMARY**

#### **RATIFY UTILITY RATE**

##### **BACKGROUND:**

- Rate Study was performed prior to recommending rate changes needed to support debt payments related to water and wastewater capital costs.
- Current meter charge rates are based on meter size and are the same across classes (Residential, Commercial, Multi-Family, Industrial)
- A few residential customers with 2” meter expressed hardship to management. After research—there are only 8 residents with a 2” meter and 1 resident with a 1.5” irrigation meter. Most 1” meters relate to irrigation.

##### **RECOMMENDATION:**

- Change the Meter Charge (Base Rate) for the 1.5” and 2.0” (Residential Only Class)
- Staff recommends City Council ratify the adjusted rates until such time the ordinance is amended. Staff will review the rates among classes and bring back a recommendation to consider during the budget process (Rate Ordinance).

**ATTACHMENT:** Chapter 114 Ordinance Reference

**114-88 Residential Water (including Irrigation)**

114-88	Base Charge 0—2,000 gallons 5/8-inch meter	\$24.10
	Base Charge 0—2,000 gallons 3/4-inch meter	\$24.10
	Base Charge 0—2,000 gallons 1-inch meter	\$30.20
	Base Charge 0—2,000 gallons 1½-inch meter	<del>\$60.30</del> \$30.20
	Base Charge 0—2,000 gallons 2-inch meter	<del>\$96.50</del> \$30.20

**114-134 Residential Sewer**

114-134	Base Charge 0—2,000 gallons 5/8-inch meter	\$22.80
	Base Charge 0—2,000 gallons 3/4-inch meter	\$22.80
	Base Charge 0—2,000 gallons 1-inch meter	\$34.10
	Base Charge 0—2,000 gallons 1½-inch meter	<del>\$64.60</del> \$34.10
	Base Charge 0—2,000 gallons 2-inch meter	<del>\$101.00</del> \$34.10