



# CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, May 25, 2021 at 6:00 PM  
COUNCIL CHAMBERS | 1901 5th Street

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## COUNCIL MEMBERS

**Mayor:** Robert K Nelson

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

**Council Members:** Brent P. Marceaux, Becca Sitz, Floyce Brown, Jim Folse

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

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## AGENDA

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

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

### CALL TO ORDER

### INVOCATION & PLEDGE

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

*Councilman James Folse*

### CERTIFICATION OF QUORUM

### MISSION STATEMENT

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

*Councilman James Folse*

### APPROVAL OF AGENDA

### PUBLIC COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in

response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

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

- 1. Ratify Professional Service Agreement with Maddox Developer**

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

- 2. Project ~ Discuss, consider, and/or approve the Hamman Road Drainage Project.** Alyssa Dibbern, Engineering Tech
- 3. Resolution ~ Discuss, consider, and/or approve a Resolution supporting "Bay City Southern Trailway" application to the Texas Department of Transportation's 2021 Transportation Alternatives Set-Aside (TA) Call for projects.** Alyssa Dibbern, Engineering Tech
- 4. Report ~ Receive and discuss the Bay City Public Library Status Report.** Samantha Denbow, Library Director
- 5. Presentation ~ 2020 Texas Municipal Library Directors Association (TMLDA) Achievement in Library Excellence Award.** Samantha Denbow, Library Director
- 6. Agreement ~ Discuss, consider and/or approve an Interlocal Agreement and funding for the Hazardous Mitigation Action Plan.** Shawna Burkhart, City Manager
- 7. Property ~ Discuss, consider and/or approve Police Department Support Services use of City property located at 2001 5th Street (formerly leased by House of Refuge).** Robert Lister, Police Chief

### **CLOSED / EXECUTIVE SESSION**

#### **OPEN SESSION**

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

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

### **ADJOURNMENT**

#### **AGENDA NOTICES:**

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

between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

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

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

### **CERTIFICATION OF POSTING**

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, May 21, 2021 before 6:00 p.m.** Any questions concerning the above items, please contact Mayor Robert K. Nelson at (979) 245-2137.

## PROFESSIONAL SERVICES PAYMENT AGREEMENT

This Professional Services Payment Agreement (this "Agreement"), effective as of the 27 day of April, 2021 (the "Effective Date"), is made and entered into by and between the City of Bay City, Texas ("City") and Crescent Capital, a Texas limited partnership, and \_\_\_\_\_, a Texas limited partnership (collectively the "Developer"). The City and the Developer shall each be referred to as a "Party" or collectively as the "Parties." The obligations of the Developer herein shall be the joint and several obligations of \_\_\_\_\_.

**WHEREAS**, the Developer plans to develop \_\_\_\_\_ acres of land in the City into a single-family development in accordance with the applicable City Regulations; and

**WHEREAS**, the Parties previously determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property can be funded by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

**WHEREAS**, Developer desires to develop the Property and the City, at the behest of Developer, intends to create the \_\_\_\_\_ Public Improvement District ("PID") pursuant to the PID Act; and

**WHEREAS**, the Parties hereto acknowledge that the City has heretofore incurred certain costs relative to the creation of the PID and will continue to incur costs relative to (i) the creation of the PID, (ii) the adoption of a service and assessment plan relative to the Property, and (ii) the City's issuance of its bonds secured by assessments levied on a portion of the land within the PID ("PID Bonds"), including, but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, City staff time dedicated to PID matters, and other special consultant fees (collectively, "City Expenses").

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment for Professional Services. Within ten (10) days of receipt of request by the City, Developer shall deposit with the City \$25,000.00 (the "Deposit") for payment of the City Expenses relative to creating the PID and to fund the review and adoption of the SAP and issuing the PID Bonds. Further:

- (a) City agrees to hold the Deposit in a separate interest-bearing account maintained by the City which may only be used to pay the City Expenses.
- (b) City agrees that all City Expenses relating to third-party consultants that are to be paid from the Deposit shall be evidenced by invoices that describe the work performed by person, date, billing rate and amount of time to perform

such task. Within ten (10) business days after receipt of each invoice for City Expenses (and before such invoice is paid), the City shall forward such invoice to the Developer. If the Developer reasonably requests additional information in clarification or support of such invoice, the City/consultant shall provide the same, if available. The Developer shall have ten (10) business days after receipt during which to review each invoice and to make objections. If the Developer objects to any portion of an invoice, the City, the Developer and those providing the services shall attempt to resolve the dispute within a reasonable period of time; however, if not withstanding their collective good-faith efforts the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the invoice using the funds from the Deposit. For City staff time, the City shall provide an accounting of the staff time dedicated to PID matters and an allocation of costs for such time.

- (c) Developer agrees that in the event the Deposit falls below \$10,000.00, upon request from the City, Developer shall advance to the City an additional amount of not less than \$10,000.00.
- (d) In the event the Deposit is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) business days in addition to the remittance of the additional funds as provided above.
- (e) In the instance that deposits of additional funds are not timely made, the City shall have no obligation to incur any additional City Expenses until such deposit is made.
- (f) The City will pay City Expenses out of the Deposit and keep accounting of all charges for City Expenses incurred. Upon the termination of this Agreement, any unused portion of the Deposit shall be returned to Developer (including all interest earned on the Deposit).

2. No Obligation to Adopt an SAP or Issue PID Bonds. Developer acknowledges that the City has no obligation to adopt an SAP or to issue any PID Bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the SAP or PID Bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least thirty (30) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City and the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay the City Expenses incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to

Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds. At the closing of the sale of the first series of PID Bonds, this Agreement shall automatically terminate and any remaining portion of the Deposit shall be refunded to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement may only be amended by written instrument approved by the Parties.

6. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by electronic transmission received by the other Party or by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

City:

City Manager  
1901 Fifth Street  
Bay City, Texas 77414

Developer:

Crescent Capital Investments, LLC  
7051 Southwest Freeway  
Houston, TX 77074

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Execution. The City Manager is hereby authorized to execute and deliver this Agreement in substantially the form presented to the City Council with such changes as he may deem appropriate.

13. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company's wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

14. Anti-Israel Boycott. The Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

**CITY OF BAY CITY, TEXAS**

By: \_\_\_\_\_  
Shawna Burkhart, City Manager

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

\_\_\_\_\_, a Texas Limited  
Partnership

By: *[Signature]*, its General  
Partner

By: *[Signature]*

Name: Zulfigar Momin

Its: Managing Member





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

**AGENDA ITEM SUBMISSION FORM**

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

Citizen

City Staff

Council Member

Requestor Name: Alyssa Dibbern

Date Submitted: May 13, 2021

Position Title (If City Staff): Engineering Tech

Council Meeting Date: May 25, 2021

Type of Agenda Item:

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

Agenda Wording:

Discuss, consider, and/or approve a drainage project on Hamman Road.

Executive Summary of Item:

This drainage project would take place along Hamman Road, Chateaux Drive, and within Monterra Villas. Chateaux Drive is known to flood due to the storm sewer not being able to keep up with the capacities of precipitation during certain rain events. This project would help by installing new storm sewer and inlets within the Villas, new inlets at Chateaux and Hamman, and upsizing the culvert on Hamman all the way to the outfall at Cottonwood Creek.

The project's cost is around \$188,000.

**PRELIMINARY COST ESTIMATE  
FOR CONSTRUCTION OF  
HAMMAN ROAD DRAINAGE IMPROVEMENTS PHASE 1a  
FOR  
CITY OF BAY CITY  
April 23, 2021**

Item No.	Description	Unit	Quantity	Unit Price	Total <sup>(1)</sup>
1.	Move-in and Set-up, including Bonds and Insurance	L.S.	1	\$ 20,000	\$ 20,000
<b>Paving Items</b>					
2.	Removal and replacement of ADA Compliant Ramp	Ea.	2	\$ 3,000	\$ 6,000
3.	Removal and Replacement of Concrete Pavement	S.Y.	420	\$ 70	\$ 29,400
4.	Removal and Replacement of Concrete Sidewalk	S.Y.	65	\$ 50	\$ 3,300
5.	Removal and Replacement of Driveway	Ea.	1	\$ 4,500	\$ 4,500
Subtotal Paving Items					\$ 43,200
<b>Storm Sewer Items</b>					
6.	Removal of Existing Dual 18-inch Storm Sewer	L.F.	20	\$ 20	\$ 1,000
7.	Installation of 36" RCP via Open Cut	L.F.	45	\$ 120	\$ 6,000
8.	Installation of 24" RCP Storm Sewer via Open Cut	L.F.	400	\$ 70	\$ 28,000
9.	Trench Safety System	L.F.	445	\$ 2	\$ 900
10.	Installation of an H-2 Inlet	Ea.	4	\$ 6,000	\$ 24,000
11.	Installation of Storm Outfall Structure	Ea.	1	\$ 6,000	\$ 6,000
Subtotal Storm Sewer Items					\$ 65,900
<b>Misc.</b>					
12.	Site Preparation	L.S.	1	\$ 5,000	\$ 5,000
13.	Site Restoration (Grading, Replacement of Fences, etc.)	L.S.	1	\$ 5,000	\$ 5,000
14.	Storm Water Pollution Prevention Plan	L.S.	1	\$ 2,000	\$ 2,000
Subtotal Misc Items					\$ 12,000
<b>Subtotal All Items</b>					<b>\$ 141,100</b>
Contingencies (15%)					\$ 22,000
Engineering (15%)					\$ 25,000
<b>TOTAL</b>					<b>\$ 188,100</b> <sup>(2)</sup>

**NOTES :**

<sup>(1)</sup> All Totals have been rounded up to the nearest \$1,000.

<sup>(2)</sup> This cost estimate was created for construction budgeting estimation during the bidding process. This estimate was not prepared under the supervision of an engineer, and is not acceptable to be released to any clients or third-parties.

This Document is Released for the Purpose of:  
**General Financial Planning**  
It is Preliminary in Nature and not to be Used for Feasibility of Land Purchases, Loans or Grants



**LEGEND:**

- 24" RCP
- 4 x 3' RCB
- 4 x 4' RCB
- Type H-2 Curb Inlet
- Type E Area Inlet

NO.	DATE	REVISIONS	APP.

CITY OF BAY CITY  
MATAGORDA COUNTY, TEXAS

HAMMAN DRAINAGE IMPROVEMENTS

COST ESTIMATE EXHIBIT

**JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
2322 W. Grand Parkway N. #150 • Katy, Texas 77449  
832.913.4000

SCALE: N.T.S. DGN. BY: JWS, MBB  
DATE: MARCH 2021 DWN. BY: JWS  
JOB NO. DWG. NO.  
SUBMITTED: SURV. BY: F.B. NO.

K:\R001\780017-0000-19 2019 General Consultation (Bay City)\Correspondence\Cost Estimates\2021 Holly and Hamman Drainage Improvements\Bordev\_recover.dwg Mar 04 2021 - 4:16pm JWS2



**CITY OF BAY CITY**  
1901 FIFTH STREET  
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Citizen  City Staff  Council Member

Requestor Name: Alyssa Dibbern Date Submitted: May 13, 2021

Position Title (If City Staff): Engineering Tech

Council Meeting Date: May 25, 2021

Type of Agenda Item:

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

Agenda Wording:

Discuss, consider, or approve a resolution on a sidewalk project labeled “Bay City Southern Pacific Trailway”

Executive Summary of Item:

The City of Bay City is looking to apply for the 2021 Transportation Alternatives Program through TxDOT (Texas Department of Transportation). The City is submitting a project called the “Southern Pacific Trailway”. It will be a 10ft wide concrete Shared Use Path (SUP), that will start at Cottonwood avenue and run to Moore avenue, within the blocks of 12th and 8th streets. The Trailway will be built on the old Southern Pacific railway right of way, now owned by the City. This would offer continuity for Bay City’s pedestrians and cyclist to get to main parts of town, provide safety from vehicles and traffic, promote healthy recreational activities, and connect most schools throughout the municipality.

The project is estimated to cost around \$1.5 million. The City is eligible for Transportation Credits through TxDOT leaving no match agreement.

A RESOLUTION SUPPORTING "BAY CITY SOUTHERN PACIFIC TRAILWAY"  
APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2021  
TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for project in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documents) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The Bay City Southern Pacific Trailway would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE City of Bay City OF THE Bay City Southern Pacific Trailway THAT: The City Council of Bay City supports funding this project as described in the 2021 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City Council of Bay City is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of Bay City of the Southern Pacific Trailway on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

(Print or type Name of signatory 1)

\_\_\_\_\_

(Print of type Name of signatory 2)

\_\_\_\_\_

(Print or type Title of signatory 1)

\_\_\_\_\_

(Print of type Title of signatory 2)

\_\_\_\_\_

(Signature 1)

\_\_\_\_\_

(Signatory 2)

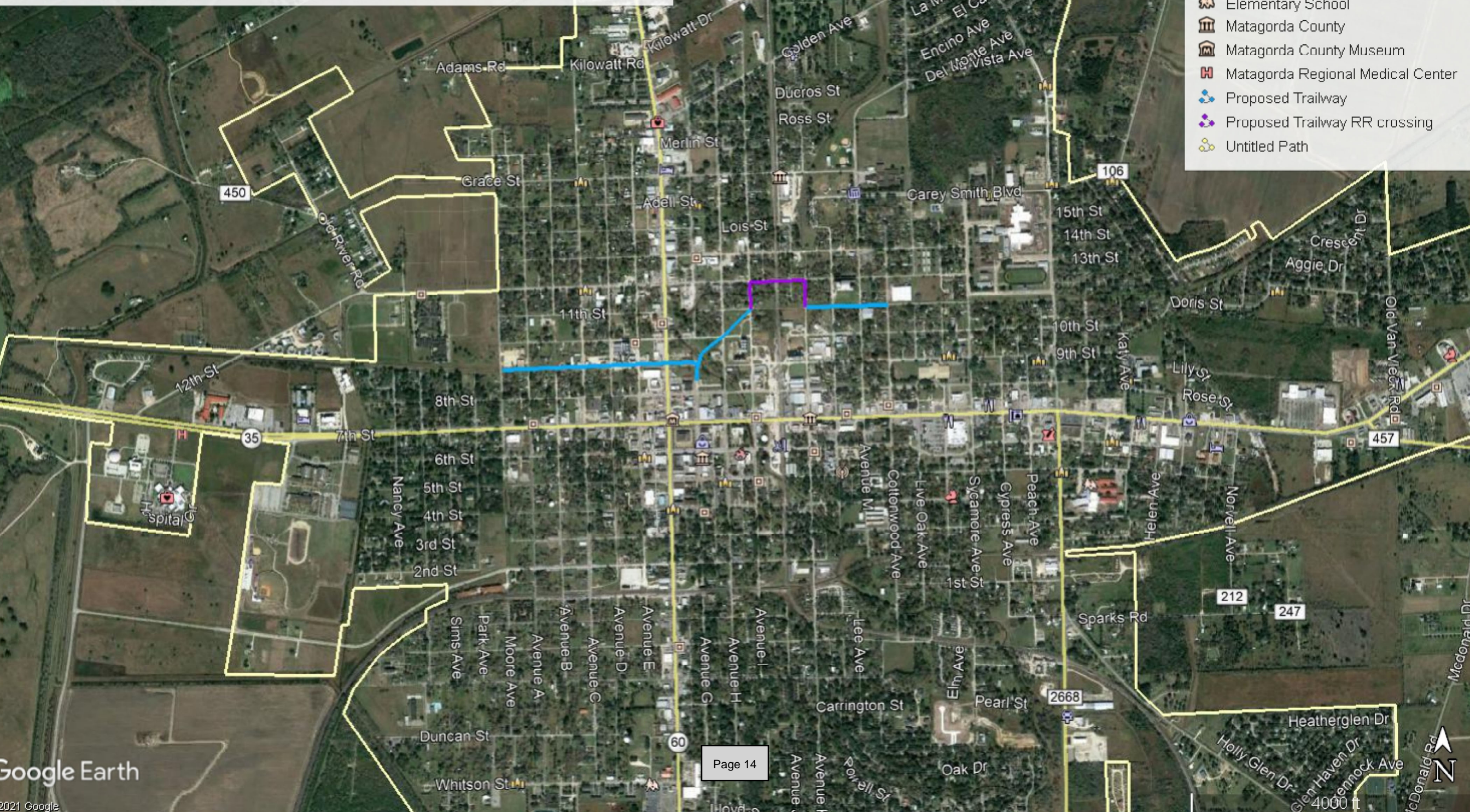
# Southern Pacific Railway (2021 TA TxDOT Program)

Running East and West from Cottonwood Ave to Moore Ave, between the 12th and 8th Street Blocks.

**Legend**

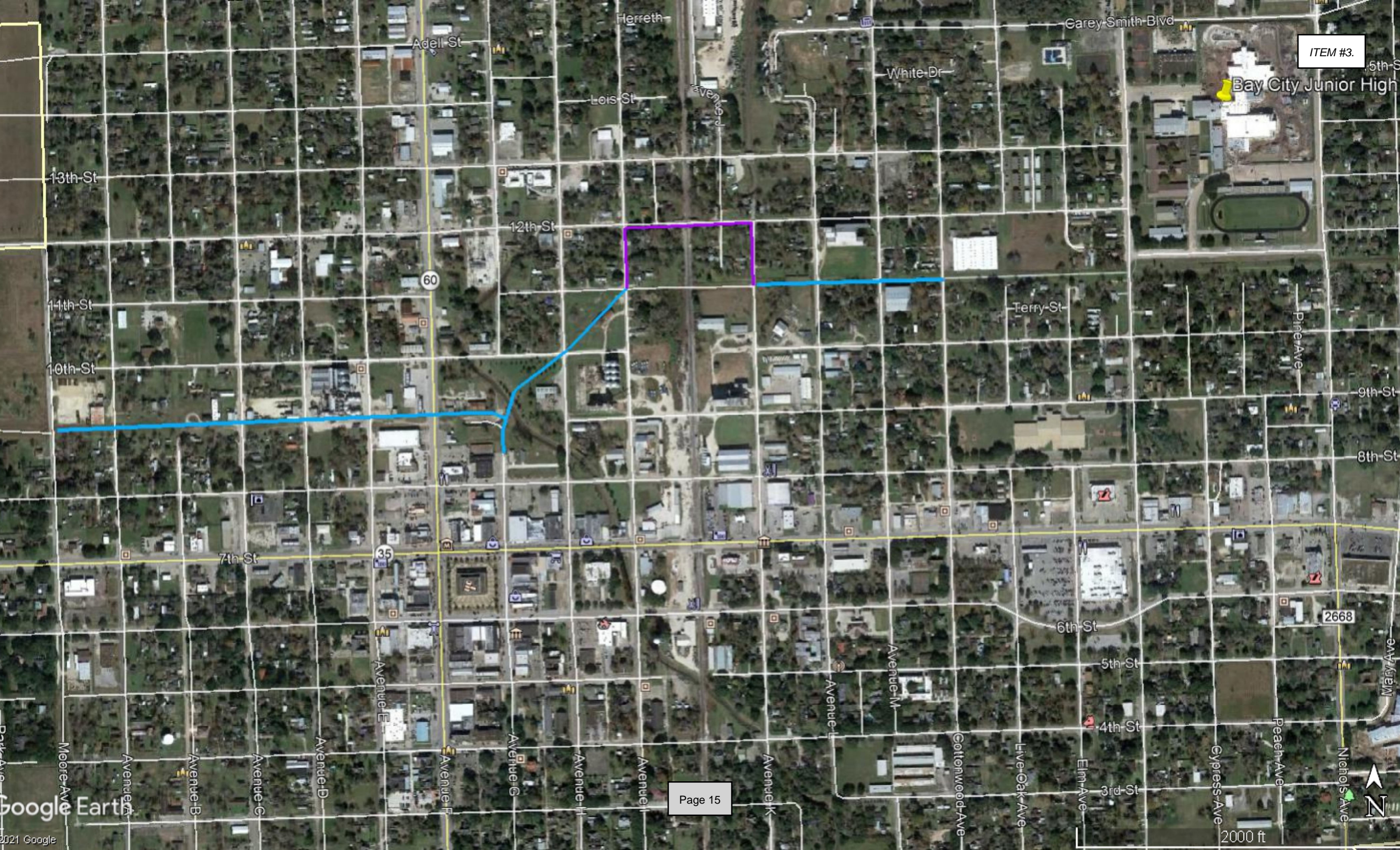
- Church
- Elementary School
- Matagorda County
- Matagorda County Museum
- Matagorda Regional Medical Center
- Proposed Trailway
- Proposed Trailway RR crossing
- Untitled Path

ITEM #3.



ITEM #3.

Bay City Junior High



2668



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

## AGENDA ITEM SUBMISSION FORM

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**Requestor Name:** Denbow, Samantha **Date Submitted:** 5/13/2021  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 05/26/2021  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

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

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

### Agenda Content:

RECEIVE AND DISCUSS THE BAY CITY PUBLIC LIBRARY STATUS REPORT

### Executive Summary of Item:

Enter Text Here.



In-progress/Completed projects

Facility:

- ADA Ramp and automatic doors at both entrances
- Teen Room overhaul (\$20,000 – Bay City Library Association)
- Coming soon: Nursing Mother’s area

Technology:

- TSLAC Technology Academy Grant (upcoming \$10,000 project)
- Online services added: Newsbank (digital national newspapers), Flipster (digital magazines), Tutor.com (free tutoring – grant funded), LinkedIn Learning (coming in April- career/business development – donor funded by BCLA and CDC), Niche Academy (staff training, patron tutorials, and programming).

Programs

- Added a weekly outreach storytime at the Women’s Pregnancy Center
- Added programs in Sargent, requests for community use of meeting room has been high
- Summer 2021 is planned and being promoted. 16 registered for Bay City, 3 for Sargent. Program begins June 1<sup>st</sup> and ends June 30<sup>th</sup>. Reading Challenge is open to all ages. Grand Prizes include a sand table, bicycle, and HD Fire 10 tablets. (See brochure)
- Library Mini Golf – Friends of the Library Fundraiser – August 10
- Bay City Library Association fundraiser - Fall

Administrative

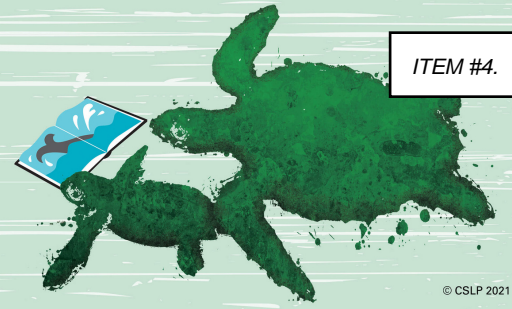
- 2021 TMLDA Achievement of Excellence in Library Award recipient
- National Voter Registration Act Implementation Plan submitted to Secretary of State to gain compliance.
- 

FY 2021 Business Plan Objectives

OBJECTIVE	STATUS
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<ul style="list-style-type: none"> <li>• Improve access to technology and internet for citizens by offering internet enabled devices for checkout and adding a dedicated internet service in Sargent.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete and ongoing – Sargent now has an improved internet connection with 24/7 wifi for patrons</li> <li>• Tablet station for in-house use</li> <li>• In line for hotspots that customers will be able to check out</li> <li>• Technology grant: mobile computer lab</li> </ul>
<ul style="list-style-type: none"> <li>• Add online services to further personal, professional, and educational growth.</li> </ul>	<ul style="list-style-type: none"> <li>• Newsbank, Tutor.com, Flipster all added in response to COVID</li> <li>• LinkedIn Learning (paid for by CDC, Bay City Library Association, and Junior Service League) now available</li> </ul>
<ul style="list-style-type: none"> <li>• Add online guides/resource lists for topics of interest, such as business, education, book lists, health, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff developed an Education and Workforce Development list with resource such as websites and apps that would benefit all ages.</li> <li>• Niche Academy provides only tutorials, staff training, and programming</li> </ul>
<ul style="list-style-type: none"> <li>• Improve operational efficiency by improving staffing quantity and quality.</li> </ul>	<ul style="list-style-type: none"> <li>• This was approved as part of the budget process.</li> <li>• Completed in-house analysis of staff and required responsibilities to ensure staff have fair workloads and assigned roles</li> </ul>
<ul style="list-style-type: none"> <li>• Create Marketing Plan and utilize branding in library promotions.</li> </ul>	<ul style="list-style-type: none"> <li>• Began creation of simple marketing plan</li> </ul>
<ul style="list-style-type: none"> <li>• Complete biennial review of Policy Manual.</li> </ul>	<ul style="list-style-type: none"> <li>• In progress</li> </ul>
<ul style="list-style-type: none"> <li>• Improve the usability of Genealogy collection by cataloging available items and digitizing microfilm.</li> </ul>	<ul style="list-style-type: none"> <li>• Set to finish by end of Summer</li> </ul>
<ul style="list-style-type: none"> <li>• Improve the usability of the physical library by continuing to complete categorization of collections, developing and implementing a collection development plan to focus on high use materials, and upgrading furnishings and layout as needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing</li> <li>• BCLA approved \$20,00 towards overhauling Teen Room</li> <li>• Nursing Mother’s area being added to part of Women’s restroom in partnership with DSHS</li> </ul>
<ul style="list-style-type: none"> <li>• Further develop current programs to maximize success of programming.</li> </ul>	<ul style="list-style-type: none"> <li>• Program calendar is filling up with new programs: monthly program with The Crisis Center, weekly storytime at Women’s Pregnancy Center, new programs in the works to begin in Summer and continue after.</li> <li>• More staff are being trained in programming</li> </ul>

# Tails & TALES



ITEM #4.

© CSLP 2021

# 2021 SUMMER READING PROGRAM

*Sponsored by:*

Bay City:

*Friends of the Bay City Library  
Bay City Library Association  
Junior Service League*

Program:

*VisitBayCity*

Sargent:

*Friends of the Sargent Library*



Bay City

1100 Seventh Street  
Bay City, Texas 77414  
979-245-6931

Sargent

20305 FM 457  
Sargent, Texas 77414  
979-476-1335

[www.baycitytxlib.org](http://www.baycitytxlib.org)

# COMMUNITY READING CHALLENGE

Let's read 50,000 minutes together!

## Registration

<https://tinyurl.com/bcpl-srp-2021>

- Track how many minutes you read from June 1, 2021 through July 30, 2021.
- Read 60 minutes and be entered for a prize.
- Read at least 1000 minutes to be entered into the drawing for the Grand Prize (one per age group - see back page).

Paper reading logs are available at the circulation desk and youth services desk.

Return these by end of day July 30, 2021. Staff will enter your minutes into your online account if you do not have internet access.

## FINES FOR FIDO

A doggone good deal for patrons wanting to clear overdue library fines. Purchase new items from the Fines For Fido list to clear fines and fees on your account.

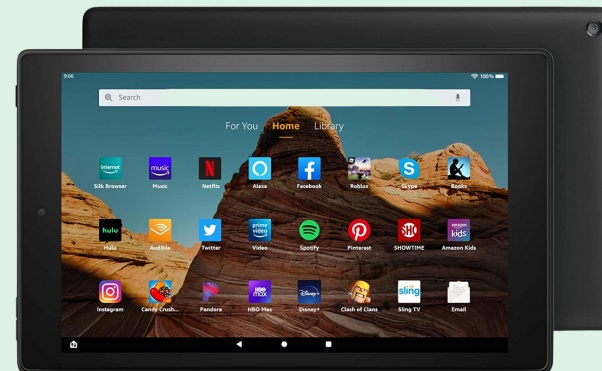
You can even donate to help accounts in need if your account is clear. Donations will benefit the Animal Impound and For The Love Of Animals.

**GRAND PRIZES** ITEM #4.  
**MUST LOG AT LEAST  
1000 MINUTES TO BE ENTERED**



*Early Learners  
Crab Sand Table*

*Youth  
Bicycle  
(will fit winner)*



*Teen  
& Adult  
Kindle Fire  
HD10*

# PROGRAM AGES

## All Ages

Geared towards any age

## Early Learners

Geared towards Toddlers and Preschoolers

## Youth

Geared towards Kinder - 5th Graders

## Teen

Geared towards 6th - 12th Graders

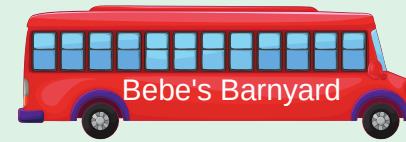
## Adults

Geared towards Adults 18 years old and up

## All Ages

ITEM #4.

Geared towards any age



June 7th

10:00 am - 12:00 pm

Bebe's Barnyard  
Mobile Petting Zoo  
Wheelchair accessible



June 11th & July 16th

10:30 am

Family Yoga  
with Gabby



June 18th

10:30 am

Lego Free Play  
Build & Display



July 22nd

10:30 am

Sky King Falconry  
@ USO Building  
*Program Sponsor VisitBayCity*



August 2

10:00 am - 12:00 pm

End of Summer Blast  
@ Hardeman Park

Foam Cannons (Swimsuits & Towels recommended), Games, Pizza, Bags for Registered Participants, and Grand Prize Winners announced

# Early Learners

Geared towards Toddlers and Preschoolers

- |                                       |   |
|---------------------------------------|---|
| June 9 @ 10:30 am<br>Sticky Webs      | July 14 @ 10:30 am<br>I Can Be a Vet<br>(BYOStuffed Animal) |
| June 16 @ 10:30 am<br>Animal Patterns | July 21 @ 10:30 am<br>Where's My Home                       |
| June 23 @ 10:30 am<br>Paws & Claws    | July 28 @ 10:30 am<br>Butterfly Puddler                     |
| June 30 @ 10:30 am<br>Ladybug Luck    | July 30 @ 10:30 am<br>Bike Rodeo (BYOBike)                  |

Pick Up Early Learners Summer Activity Board for At-home Alternatives



Main Contact:  
Ginni Thomas

Children's Services Specialist  
gthomas@cityofbaycity.org

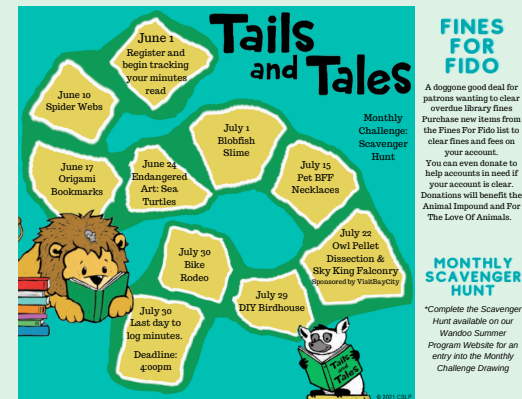
# Youth

Geared towards Kinder -5th Graders

ITEM #4.

- |  |  |
|--|--|
| June 10 @ 10:30 am<br>Spider Webs                    | July 15 @ 10:30 am<br>Pet BFF Necklaces  |
| June 7 @ 10:30 am<br>Origami Bookmarks               | July 22 @ 10:30 am<br>Sky King Falconry (USO)<br>Program Sponsor: VisitBayCity |
| June 24 @ 10:30 am<br>Endangered Art:<br>Sea Turtles | July 29 @ 10:30 am<br>DIY Birdhouse  |
| July 1 @ 10:30 am<br>Dinosaur Snot                   | July 30 @ 10:30 am<br>Bike Rodeo (BYOBike)                                     |

Pick Up Youth Summer Activity Board for At-home Alternatives



Main Contact:  
Ginni Thomas

Children's Services Specialist  
gthomas@cityofbaycity.org

# Teens

Geared towards 6th - 12th Graders

June 8 @ 3:00 pm  
Journal Design

July 13 @ 3:00 pm  
Endangered Art:  
Bee Bad

June 15 @ 3:00 pm  
Animal Pop Up Cards  
& Origami Bookmarks

July 20 @ 3:00 pm  
The Vault Grand Opening

June 22 @ 3:00 pm  
Endangered Art:  
Sea Turtle

July 27 @ 3:00 pm  
DIY Birdhouse

June 29 @ 3:00 pm  
Animal Flower Pots

*Coming in the Fall: Teen Tuesdays,  
Books by the Slice (Teen Book  
Club), Art Days, Game Days, Teen  
Advisory Board*

Pick Up Teen  
Summer  
Activity Board  
for At-Home  
Alternatives



**FINES FOR FIDO**  
A doggone good deal for patrons wanting to clear overdue library fines. Purchase new items from the Fines For Fido list to clear fines and fees on your account. You can even donate to help accounts in need if your account is clear. Donations will benefit the Animal Impound and For The Love Of Animals.

**MONTHLY SCAVENGER HUNT**  
\*Complete the Scavenger Hunt available on our Wandoo Summer Program Website for an entry into the Monthly Challenge Drawing

Main Contact:  
Amanda Garcia  
Teen/Adult Services Specialist  
agarcia@cityofbaycity.org

# Adults

ITEM #4.

Geared towards Adults 18 years old and up

June 14 @ 5:30 pm  
Animal Pop Up Cards &  
Origami Bookmarks

July 12 @ 5:30 pm  
String Art

June 21 @ 5:30 pm  
Quilling

July 19 @ 5:30 pm  
DIY Pet Treats

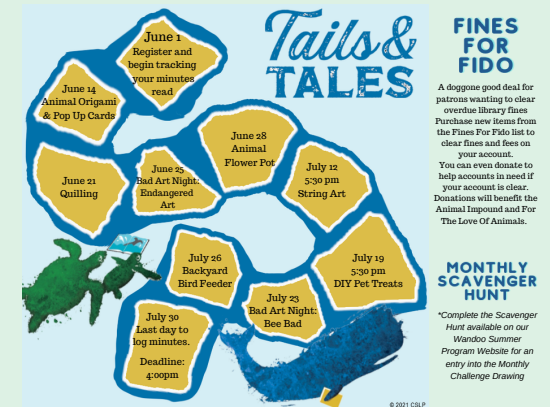
June 25 @ 5:30 pm  
Bad Art Night: Endangered Art

July 23 @ 5:30 pm  
Bad Art Night: Bee Bad

June 28 @ 5:30 pm  
Animal Flower Pot

July 26 @ 5:30 pm  
Backyard Bird Feeder

Pick Up Adult  
Summer  
Activity Board  
for At-Home  
Alternatives



**FINES FOR FIDO**  
A doggone good deal for patrons wanting to clear overdue library fines. Purchase new items from the Fines For Fido list to clear fines and fees on your account. You can even donate to help accounts in need if your account is clear. Donations will benefit the Animal Impound and For The Love Of Animals.

**MONTHLY SCAVENGER HUNT**  
\*Complete the Scavenger Hunt available on our Wandoo Summer Program Website for an entry into the Monthly Challenge Drawing

Main Contact:  
Ashley Hernandez  
Circulation Specialist  
ahernandez@cityofbaycity.org

# STEAM CAMP

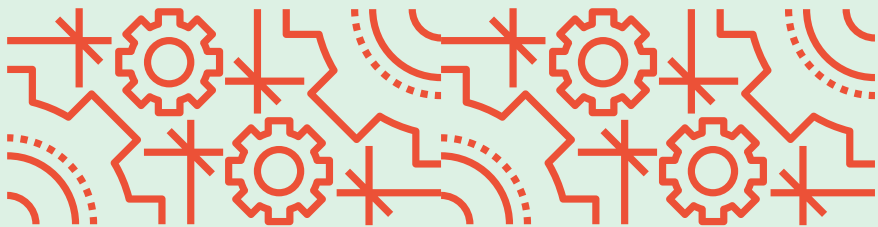
**JULY 6TH - 9TH**

**Youth @ 10:30 am**

**Teens @ 2:00 pm**

**Only 10 spots per camp**

- *Crazy Dancers*
- *Kinetic Sand*
- *Fossils*
- *Vibro Bots*



Main Contact:

Barbara Stroud

Digital Services Specialist

[bstroud@cityofbaycity.org](mailto:bstroud@cityofbaycity.org)

## Sargent

ITEM #4.

Sponsored by the Friends of the Sargent Library.

*See Sargent Summer Flyer for more branch registration and information*

June 7th

1:00 pm - 3:00 pm

Bebe's Barnyard Petting Zoo

\*Wheelchair accessible

June 22-26

1:00 pm

Activities include art, diy flower pots, animal origami, and birdhouses.

August 2

2:00 pm - 3:00 pm

End of Summer Blast

\*Foam Cannons

(Swimsuits & Towels recommended)

\*Pizza

\*Prize Winners Announced



**Routine Events**

**Adult Book Talk**

**Third Thursday @ Noon**

***June 17th 12:00 pm - 2:00pm  
Book Singing & Author Visit  
Felicia Parks***

***Crisis Center Convos***

***Last Monday @ 5:00 pm***

**Digital Services**

**Tutor.com**

**Linked In Learning**

**Overdrive**

**Newsbank**

**Flipster**

**Mango Languages**

**Save the Date**

**Library Mini Golf**

**Friends of the Bay City Library**

**August 14th**

**10:00 am - 4:00 pm**

**Sponsor a hole for \$100**



**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:** 5/13/2021  
*Last, First* *MM/DD/YYYY*

**Requestor Type :** City Staff **Meeting Date:** 05/26/2021  
*Citizen/City Staff/Council Member* *MM/DD/YYYY*

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

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

### Agenda Content:

PRESENTATION OF 2020 TEXAS MUNICIPAL LIBRARY DIRECTORS ASSOCIATION (TMLDA) ACHIEVEMENT IN LIBRARY EXCELLENCE AWARD

### Executive Summary of Item:

Enter Text Here.

Hello,

Congratulations for earning the 2020 Achievement of Excellence in Libraries Award.

Of the 568 public library systems in Texas, your library is one of only 56 who have earned this year's award. With this honor, your library is now in the top 10% of all public libraries in the State. A list of the award winners is on the TMLDA website [here](#).

Your library will receive a packet containing the award plaque and a congratulatory announcement letter that you can present to the official indicated in #1 on the contact form. It will contain a separate congratulatory letter for the library director. Included in the mailing will be your application submission (if a binder or USB stick). They should be mailed out in the next few weeks (depending on when we receive the plaques). The Dropbox link to a folder containing a digital badge (image file) that can be used but not altered on websites, email signatures, and printed on stationary, etc., along with award promotion tips and other important information can be found here - [bit.ly/TMLDA2020Resources](http://bit.ly/TMLDA2020Resources). The image can be made to be clickable to the TMLDA award site to explain the value of the award and listing recipient libraries, or if you prefer, to a page you create showing your accomplishments and application.

TMLDA members are available to present the award at any local formal presentations recognizing the receipt of the award.

If you would like a local TMLDA representative to present your award publicly, please contact Libby Holtmann, Achievement of Excellence in Libraries Award committee chair at [libbyh@plano.gov](mailto:libbyh@plano.gov).

Again, congratulations on this accomplishment, and thank you for providing your community with outstanding and innovative services to enrich the lives of your residents.

Kind regards,



Libby Holtmann, Plano Public Library  
Chair, Achievement of Library Excellence Award  
Texas Municipal Library Directors Association



## 8. Support workforce development

Included are

- Initial computer use during Covid reopening was limited to job search and benefit applications
- Tutor.com career support
- Education and Workforce Development Resource List
- Computer Classes: Creating and Using An Email AND Intro to Online Job Searching

## 7. Invest in collaborative efforts with community organizations.

Included are

- Interdepartmental programs with City departments: Police Department, Airport, Tourism, and Parks & Recreation
- Library @ Home Bags with Team First Book Matagorda County
- Small Business Scavenger Hunt with Mainstreet program
- Trunk or Treat with Mommy & Me Playdates group
- Flu Shots with Angels Care Home Health
- Cyber Security with Scouts BSA Troop 145
- Rotating Kits with local daycares

2. Provide enhanced service to the public during the past year either through increase in service or a change in type of services.

Included are flyers and Facebook posts for:

- Tutor services
- Mango Languages
- Braille Collection
- Homebound Services
- Overdrive changes during COVID
- Trunk or Treat
- Sargent Branch reopening
- Library @ Home bags
- Extended Hours (increased to 50 hours of service)
- Curbside and Drive Thru services

4. Provide cultural, topical, and educational programming for adults and families.

Included are

- Family Dinner Series
- Spring Break programs
- Trail of Tales
- Book Talk
- Senior Shout Out
- National Library Week virtual engagement
- Cyber Security
- Remote Business workshop
- Fall Play & Learn series
- Pop Up Storytimes
- Dia De Los Muertos Festival Storytime

5. Provide literacy support for all ages.

Included are

- Tumblebooks
- ESL & ESL at Home
- Beginner Spanish
- Tutor services
- Mango
- Rotating Kits
- 1000 Books Before Kindergarten
- Library @ Home Bags
- Dia De Los Muertos Festival Story time



3. Provide current marketing materials highlighting basic services and publicity about specific programs the library offers. Include support

Included are

- Summer Program marketing
- Monthly Newsletters
- Brochure for Checkit App
- News articles

9. Support digital inclusion by providing public internet access, digital literacy training, and offering library services online.

Included are

- Mobile Checkout
- Online Services trials during Covid
- ESL, ESL @ Home
- Cyber Security
- Mango
- Virtual Book Talk
- Computer Classes
- Removed Overdrive blocks during Covid
- Virtual Summer Program with Wandoo Reader
- Computer Stats for Year

**2020 Achievement of Library Excellence Award  
Part I – Contact Information**

**Name of Library:** Bay City Public Library  
(Name *exactly* as it will appear on the plaque)

A formal announcement of the award will be mailed to the official named in #1.

**1. To Whom (Mayor, Board Chair, City Manager, etc.) should the formal announcement of the Achievement of Library Excellence Award be mailed?**

Name: Robert K. Nelson

Title: Mayor

Address: 1901 5th Street

City: Bay City State Texas Zip Code 77414

A formal announcement of the award *and the plaque* will be mailed to the Library Director or person listed in #2.

**2. Library Director**

Name: Samantha Denbow

Title: Library Director

Phone Number: 979-245-6931 Email Address: sdenbow@cityofbaycity.org

Address: 1100 7th Street

City: Bay City State Texas Zip Code 77414

Library TexPress Address: \_\_\_\_\_

**3. Person submitting the application (if not the person listed in #2):**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Must check one from each column:**

Select submission type	Payment Amount	Payment Type
Dropbox/Google Docs	<input checked="" type="checkbox"/> \$70 member <input type="checkbox"/> \$150 nonmember	<input type="checkbox"/> Check mailed separately <input checked="" type="checkbox"/> Copy of CC Online receipt attached
Library Website	<input type="checkbox"/> \$70 member <input type="checkbox"/> \$150 nonmember	<input type="checkbox"/> Check mailed separately <input type="checkbox"/> Copy of CC Online receipt attached
Flash Drive	<input type="checkbox"/> \$70 member <input type="checkbox"/> \$150 nonmember	<input type="checkbox"/> Check mailed separately <input type="checkbox"/> Copy of CC Online receipt attached
Binder	<input type="checkbox"/> <b>\$82</b> member <input type="checkbox"/> <b>\$162</b> nonmember (includes \$12 handling fee)	<input type="checkbox"/> Check mailed separately <input type="checkbox"/> Copy of CC online receipt attached

Credit card payments can be made directly to [www.tmla.org](http://www.tmla.org).

TML Phone Number: 512.231.7400 - TML Website: (<https://www.tml.org>)

1. Provide services to underserved populations either through outreach, special programs, collaborations with other libraries or organizations, special classes, special collections, etc.

Included are flyers and Facebook posts for:

- Tutor services
- Mango Languages
- Braille Collection
- Homebound Services
- Rotating Early Literacy kits
- 1000 Books Before Kindergarten
- Flu Shots
- Food For Fines
- Family Dinner Series
- Sensory Friendly events
- Pop-up story times
- Online services (trials) during COVID

## 6. Conduct a Summer Reading Program; youth, teen and/or adult

Included are

- Summer Stats
- Summer Results/Stats
- Summer Welcome Letter
- Summer Marketing
- Programs: Zoom with author and Small Business Scavenger Hunt

10. Establish professional staff training to include training opportunities for staff at all levels.

Included are

- Professional Development Plan for Staff
- Certificates of Staff

**Interlocal Agreement**  
**For**  
**Hazard Mitigation Action Plan**

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

Pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, this interlocal agreement (“Agreement”) is entered into between participating jurisdictions (Participating Jurisdictions) as follows: Matagorda County, City of Bay City, and City of Palacios.

**WHEREAS**, Matagorda County plans to develop a multijurisdictional hazard mitigation action plan (“Grant”), and,

**WHEREAS**, certain local governmental entities within Matagorda County are required to participate in developing this Hazard Mitigation Action Plan, and,

**WHEREAS**, Chapter 791 of the Texas Government Code allows for local governments to contract with each other to provide a governmental function, such as public health and welfare, or service that each party to the contract can perform individually;

**WHEREAS**, each Participating Jurisdiction has the authority to develop a Hazard Mitigation Action Plan;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section 1. Purpose**

The purpose of this INTERLOCAL is to establish commitment from and a cooperative working relationship between all Participating Jurisdictions in the development and implementation of the Hazard Mitigation Action Plan. In addition, the intent of this INTERLOCAL is to ensure that the multi-jurisdictional hazard mitigation plan is developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction’s policies, programs and authorities; and it is an accurate reflection of the community’s values.

This INTERLOCAL sets out the responsibilities of all parties. The INTERLOCAL identifies the work to be performed by each participating jurisdiction. Planning tasks, schedules, and finished products are identified in the Work Program and Schedule. The plan created as a result of this INTERLOCAL will be presented to the governing body

(Board of Commissioners and or City Council) of each participating jurisdiction for adoption.

## Section 2. Background

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The Participating Jurisdictions in a mitigation planning process would benefit by:

- identifying cost effective actions for risk reduction;
- directing resources on the greatest risks and vulnerabilities;
- building partnerships by involving people, organizations, and businesses;
- increasing education and awareness of hazards and risk;
- aligning risk reduction with other community objectives; and
- providing eligibility to receive federal hazard mitigation grant funding.

Matagorda County has not received grant funding to prepare a multi-jurisdictional hazard mitigation plan in accordance with FEMA requirements at 44.C.F.R. 201.6.

## Section 3. Planning Team Responsibilities

Matagorda County will act as the Lead Jurisdiction, and will assign a Chairperson of the Planning Team for the Hazard Mitigation Action Plan. The Participating Jurisdictions authorize Matagorda County to manage and facilitate the planning process in accordance with the Work Program and Schedule, herein attached and incorporated in its entirety as Exhibit A.

The Participating Jurisdictions understand that representatives must engage in the following planning process, as more fully described in the *Local Mitigation Planning Handbook* (FEMA, 2013), including, but not limited to:

- Further develop the Work Program and Schedule with the Planning Team.
- Organize and attend regular meetings of the Planning Team.
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their Jurisdiction.
- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets.
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their Jurisdiction.
- Submit the draft plan to their Jurisdiction for review.
- Work with the Planning Team to incorporate all their Jurisdiction's comments into the draft plan.



- Submit the draft plan to their respective governing body for consideration and adoption.
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

**Section 4. Planning Team**

The following points of contacts and alternates as set out on Exhibit B, herein attached and incorporated in its entirety, are authorized on behalf of the governing bodies to participate as members of the Planning Team for the Hazard Mitigation Action Plan.

**Section 5. INTERLOCAL Implementation**

This INTERLOCAL will be in effect from the date of signature by all parties, will remain in effect through the duration of the planning process, and will terminate after adoption of the final FEMA-approved mitigation plan by all participating jurisdictions, or 5 years after FEMA approval, whichever is earlier. It may be terminated prior to that time for any Participating Jurisdiction by giving 60 days written notice. This INTERLOCAL is to be implemented through Exhibit A, Work Program and Schedule, and any addendums that describe specific activities, programs, and projects, and if necessary, funding by separate instrument.

**Section 6. Matching Funds**

Participating Jurisdictions will provide a total of \$20,000.00 in funds for development of this Hazard Mitigation Action Plan. Funds will be provided as follows:

Matagorda	\$6,666.67
City of Bay City	\$6,666.67
City of Palacios	\$6,666.66

Funds will be provided in one lump sum directly to Matagorda County by **May 31, 2021**. All deadlines as set out by Matagorda County must be strictly observed.

**Section 7. Current Revenues**

Each party paying for the performance of governmental services pursuant to this Agreement must make those payments from current revenues available to the paying party.

**Section 8. Compliance with Laws**

All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this Agreement.

**Section 9. Amendment**

This Agreement may be amended only by written agreement approved by each respective governing body.

**Section 10. Independent Contractor**

This Agreement will not be construed as creating an employer/employee relationship between Participating Entities. Nothing contained in this agreement shall be construed to create a partnership, joint venture, or relationship of employment or agency.

**Section 11. Venue**

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is specifically set by Agreement of the parties in Matagorda County, Texas.

**Section 12. Entirety Clause**

This Agreement and any exhibits annexed hereto contain the entire understanding and agreement between the parties, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

**EXECUTED** on the dates indicated below binding the respective parties as of the last date of execution below.

**MATAGORDA COUNTY**

By: \_\_\_\_\_  
Nate McDonald,  
County Judge

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

Attest:

By: \_\_\_\_\_  
Stephanie Wurtz  
County Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Jennifer Chau (Date)  
County Attorney

**CITY OF BAY CITY**

By: \_\_\_\_\_  
Shawna Burkhart  
City Manager

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

Attest:

By: \_\_\_\_\_  
Jeanna Thompson  
City Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Anne Marie Odefery (Date)  
City Attorney

**CITY OF PALACIOS**

By: \_\_\_\_\_  
David Kocurek  
City Manager

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

Attest:

By: \_\_\_\_\_  
Clissa Mills  
City Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Randy Strong (Date)  
City Attorney

**EXHIBIT “A”**  
**HAZARD MITIGATION PROJECT MILESTONES**  
**Work Program and Schedule**

<b>ANTICIPATED COMPLETION</b>	<b>ACTION</b>
April 2021	Establish Interlocal Agreement & Participation Resolutions for all Participating Parties
April 2021	Establish Multi-Jurisdictional Hazard Mitigation Project Team, including one representative from all Participating Parties
April 2021	Execute Consultant Contract (County Only)
April 2021	Consultant scheduled meeting with Multi-Jurisdictional Hazard Mitigation Project Team to review roles and responsibilities.
April 2021	Hazard Identification and Risk Assessment – Consultant to review & incorporate available data and information on properties at risk, flood maps, existing plans, studies, land use and future development trends, reports, and technical information.
May 2021	Mitigation Strategy – Key problems identified in, and linkages to, the vulnerability assessment. Consultant to meet with Multi-Jurisdictional Hazard Mitigation Team to draft mitigation goal statement and develop strategies. Identify and analyze specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings & infrastructure.
May 2021	Planning Process – coordinate meeting with planning agencies to discuss the public involvement process.
June 2021	Public Hearings – Schedule public hearings to inform the community on the Hazard Mitigation Plan and to allow input from the community.
June 2021	Local Contribution Due- Must be received prior to receipt of local copy of draft plan.
July 2021	Draft Action Plan released by consultant to be reviewed by Local Hazard Mitigation Teams. Consultant to schedule public meetings for community and agencies input.
July 2021	Draft Plan Review- Multi-Jurisdictional Hazard Mitigation Project Team reviews draft and provides input, updates, and corrections to consultant to be incorporated in final draft.
August 2021	Mitigation Strategy – Submit Draft Plan to State for review and forward to FEMA for review and approval. Make necessary corrections or changes.
December 2021	Adoption – The Final Plan will be presented at a public meeting of the various governing boards and request for authorization to submit Final Plan to State. Governing Boards to adopt Plan by resolution.
January 2022	Distribution of the Hazard Mitigation Action Plan to Participating Parties.

**EXHIBIT “B”  
PLANNING TEAM POINTS OF CONTACT**

<u>Entity</u>	<u>Primary (P) &amp; Alternate (A)</u>	<u>Email Address</u>
Matagorda County		
	Amanda Campos (P)	<a href="mailto:acampos@co.matagorda.tx.us">acampos@co.matagorda.tx.us</a>
	Nate McDonald (A)	<a href="mailto:cojudge@co.matagorda.tx.us">cojudge@co.matagorda.tx.us</a>
City of Bay City		
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