



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, June 11, 2024 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Blayne Finlay

Council Members: Benjamin Flores, Bradley Westmoreland, Becca Sitz, Jim Folse

Vision Statement

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

AGENDA

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

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

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Councilman 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.

Councilman Jim 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.

ACKNOWLEDGEMENT FROM CITY MANAGER**ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS****CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

- 1. 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.**
- 2. 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.**
- 3. 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.**
- 4. Regular Council Meeting minutes of April 23, 2024**

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

- 5. Presentation ~ Introduction of FGM Architects, Inc. as the proposed design team for the City's new Public Safety Center. Christella Rodriguez, Chief of Police**
- 6. Agreement ~ Discuss, consider and/or approve a professional services agreement between the City of Bay City and CivilCorp, LLC, for professional engineering services for the design and plan preparation for Moore Addition Subdivision street, drainage, water, and sewer improvements. Herb Blomquist, Public Works Director**
- 7. Ordinance ~ Discuss, consider, and/or approve and Ordinance of the City of Bay City, Texas, amending the Fee Schedule labeled "Appendix B" in the Code of Ordinances of the City of Bay City, Texas; adopting fees for Chapter 38 Environment; providing for repeal; providing for ratification; providing a penalty; providing for severability; and providing an effective date. Dan Shook, Fire Marshal**
- 8. Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the City Code of Ordinances, Chapter 42 "Fire Prevention and Protection"; Article II ("Fire Marshal"); amending section 42-35 and 42-37; providing for a cumulative**

and conflicts clause, providing for a severability clause; and providing for an effective date. Dan Shook, Fire Marshal

CLOSED / EXECUTIVE SESSION

- 9. Executive Session pursuant to Section 551.071(1) of the Texas Government Code (Consultation with Counsel on Legal Matters)**
- 10. Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code.**

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, JUNE 7, 2024 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
 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:** 6/5/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 6/11/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Library Director
For City Staff Only

Agenda Location: Consent Agenda
(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 Van Vleck 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 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, 2025**, unless cancelled by one of the parties in accordance with the terms set forth herein. This Agreement shall automatically renew on June 1st of each year for a one-year term, 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 5th 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 _____, 2024.

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. VVISD 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 VVISD 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 VVISD academic year. This DSA shall automatically renew on June 1st of each year for a one-year term, unless cancelled by one of the parties in accordance with the terms set forth herein.

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:** 6/5/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 6/11/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Library Director
For City Staff Only

Agenda Location: Consent Agenda
(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.
 - BCISD will comply with all City and BCPL policies.
 - 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, 2025**. This Agreement shall automatically renew on June 1st of each year for a one-year term, 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 5th Street
Bay City, Texas 77414

Office of the Superintendent
520 7th 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 _____, 2024.

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. This DSA shall automatically renew on June 1st of each year for a one-year term, unless cancelled by one of the parties in accordance with the terms set forth herein.

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:** 6/5/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 6/11/2024
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, 2025**, unless cancelled by one of the parties in accordance with the terms set forth herein. This Agreement shall automatically renew on June 1st of each year for a one-year term, 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 5th 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 _____, 2024.

The City of Bay City, Texas

Board of Trustees of the Palacios Independent
School District

By: _____
Robert K. Nelson, Mayor

By: _____
Karyn Botbyl, 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. This DSA shall automatically renew on June 1st of each year for a one-year term, unless cancelled by one of the parties in accordance with the terms set forth herein.

The City of Bay City, Texas

Palacios Independent School District

By: _____
Robert K. Nelson, Mayor

By: _____
Dr. Jared Duncum, Interim Superintendent

Date: _____

Date: _____

CITY OF BAY CITY

MINUTES • APRIL 23, 2024

**COUNCIL
CHAMBERS | 1901
5th Street**

City Council Regular Meeting

6:00 PM

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



Mayor

Robert K. Nelson

Mayor Pro Tem

Blayne Finlay

Councilman

Jim Folse

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilman

Benjamin Flores

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 AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 6:00 p.m.

PRESENT

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

INVOCATION & PLEDGE

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

Councilwoman Becca Sitz

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.

Councilwoman Becca Sitz

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

There were no public comments.

AWARDS AND PROCLAMATIONS**1. National Water Safety Month Proclamation.**

Mayor Nelson read the National Water Safety Month Proclamation and presented to the Parks & Recreation Department

2. Bay City Municipal Court recipient of the Municipal Traffic Safety Initiatives award. Katy Plunkett, Municipal Court Administrator/Magistrate

Katy Plunkett, Municipal Court Administrator/Magistrate, presented the Municipal Traffic Safety Initiatives award that Municipal Court recognizing Bay City Municipal Court for their outstanding contributions to traffic safety.

ACKNOWLEDGEMENT FROM CITY MANAGER

Scotty Jones, Interim City Manager, recognized Christella Rodriguez for being the recipient of the Mike Gentry Executive Leadership Award for explementary leadership awarded to Chiefs of Police. Ms. Jones thanked Chief Rodriguez for serving our community for over 37 years.

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

Councilwoman Becca Sitz thanked Public Works for the striping on 6th street and street sweeper on highway 35. Mayor Nelson announced upcoming events. Councilman Westmoreland reminded all that early voting has begun for Bay City ISD.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

3. Accounts Payable, Direct Payable and Utility Refunds for January, February, and March 2024.

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

Motion made by Councilman Westmoreland to approve the consent item, Seconded by Councilman Folse.

Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

DEPARTMENT REPORTS

4. Library Quarterly Report, Updates, and FY23 Annual TSLAC Report.

Samantha Denbow, Library Director, presented the Library quarterly report and updates.

5. Municipal Court 2nd Quarter Report.

Katy Plunkett, Municipal Court Administrator/Magistrate, presented the Municipal Court quarterly report.

6. Tourism Report.

P. Darve Smith, Tourism Manager, provided a presentation of the Tourism Department activities, accomplishments and future projects.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

7. **Public Hearing ~ Discuss and recommend action to annex to the city limits of the City of Bay City the following tract of land: 5.827 acre tract of land, being a portion of all that certain GCA Ventures, LLC called 28.24 acre tract as recorded in Clerk's File No. 2007-075954 and corrected in Clerk's File No. 2007-079080 of the Matagorda County Official Records in the Reuben P.T. Stone ¼ League Abstract 92, Matagorda County, Texas for BC Development Group, LLC.**

Anne Marie Odefey, City Attorney, presented the petition to annex and the Public Hearing was opened to public comments. Ms. Odefey discussed the project and proposed apartments. Jessica Russell, Bay City Community Development Executive Director, stated that a Lift Station is imperative for the project and will be on the next one or two BCCDC agendas. There were no public comments.

8. **Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas authorizing the Bay City Community Development Corporation to enter into an Interlocal Cooperation Agreement with the City of Bay City for a project to provide Public Safety Facilities (Second Reading).** Jessica Russell, Executive Director BCCDC

Councilman Folse motioned to approve the resolution of the City Council of the City of Bay City, Texas authorizing the Bay City Community Development Corporation to enter into an Interlocal Cooperation Agreement with the City of Bay City for a project to provide Public Safety Facilities, Seconded by Councilman Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

9. **Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas authorizing the Bay City Community Development Corporation to enter into an Interlocal Cooperation Agreement with the City of Bay City for a project to obtain a Quiet Zone Study (First Reading).** Jessica Russell, Executive Director BCCDC

Motion made by Councilman Folse to approve a resolution of the City Council of the City of Bay City, Texas authorizing the Bay City Community Development Corporation to enter into an Interlocal Cooperation Agreement with the City of Bay City for a project to obtain a Quiet Zone Study, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Voting Nay: Councilman Flores. Motion carried.

- 10. Resolution ~ Discuss, consider, and/or approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment of Celeste Cash, Octavio Fernandez, and Amanda Garcia to the Bay City Tourism Advisory Council.** Robert K. Nelson, Mayor

Motion made by Councilman Flores to approve a resolution of the City Council of the City of Bay City, Texas recognizing the appointment of Celeste Cash, Octavio Fernandez, and Amanda Garcia to the Bay City Tourism Advisory Council, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

- 11. Contract ~ Discuss, consider, and/or approve the Solid Waste Collection Services contract between the City of Bay City and Waste Corporation of Texas, L.P. DBA GFL Environmental.**

Krystal Mason, Assistant Public Works Director, presented the contract stating that there were no changes to services and schedule and they added language to illegal dumping.

Motion made by Mayor Pro Tem Finlay to approve the Solid Waste Collection Services contract between the City of Bay City and Waste Corporation of Texas, L.P. DBA GFL Environmental, Seconded by Councilman Flores. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

- 12. Policy ~ Discuss, consider, and/or approve Windstorm Insurance Policy Renewal and take any action deemed necessary.** Ashley Girlinghouse, Accounting Specialist

Councilwoman Sitz motion to approve option #3 as recommended by the Ad Hoc Committee at cost of \$178,771.00 and to continue to self fund \$100,000.00 each year, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Voting Nay: Councilman Flores. Motion carried.

- 13. Report ~ Discuss, consider, and/or approve the City's Quarterly Financial and Investment Report for quarter ending March 31, 2024.** Jennifer Leverett, Finance Manager

Motion made by Councilman Flores to approve the City's Quarterly Financial and Investment Report for quarter ending March 31, 2024, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores,

Minutes

City Council Regular Meeting

April 23, 2024

Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

CLOSED / EXECUTIVE SESSION

Mayor Nelson removed item #15 from the closed/executive session. Council adjourned and went into executive session at 7:22 p.m.

14. **Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
- ~~15. **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.**~~
16. **Executive Session pursuant to Section 551.071(1) of the Texas Government Code (Consultation with Counsel on Legal Matters)**

RECONVENE AND ACTION

Council reconvened into regular session at 8.38 p.m.

Motion made by Councilman Flores on Item #14 to authorize the Interim City Manager to counter the proposed offer on the Public Safety facility, Seconded by Mayor Pro Tem Finlay. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried.

There was no action taken on Item #16.

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

Mayor Nelson was recognized as Marquis Who's Who.

ADJOURNMENT OF REGULAR COUNCIL MEETING

Motion made by Mayor Pro Tem Finlay to adjourn, Seconded by Councilman Westmoreland. Voting Yea: Mayor Nelson, Mayor Pro Tem Finlay, Councilman Flores, Councilman Folse, Councilman Westmoreland, Councilwoman Sitz. Motion carried and Council adjourned at 8:40 p.m.

PASSED AND APPROVED, this 11th day of June 2024.

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

JEANNA THOMPSON
CITY SECRETARY

Presentation- Introduction of FGM Architects Inc. as the proposed design team for the City's New Public Safety Center. (Christella Rodriguez, Chief of Police)



EXECUTIVE SUMMARY

FGM Architects Inc

BACKGROUND:

FINANCIAL IMPLICATIONS:

IMPACT ON COMMUNITY SUSTAINABILITY:

RECOMMENDATION:

FGM Architects, Inc. , an employee-owned firm with 200+ professionals in eight offices across five states, has a track record of changemaking leadership in the Texas architectural community. FGMA offers unparalleled public safety expertise. One of their current key regional projects is the new public safety building for the City of Victoria.

ATTACHMENTS:

CITY OF BAY CITY

RFQ Public Safety Headquarters
May 3, 2024



Who is **FGMA**?

1945

YEAR FOUNDED

200+

TOTAL PROFESSIONALS

8

OFFICES IN
AUSTIN, FORT WORTH,
OAK BROOK, CHICAGO,
O'FALLON, MILWAUKEE,
RESTON, AND ST. LOUIS

280+

POLICE STATION CLIENTS

200+

DESIGN AWARDS
RECEIVED SINCE 2000

**AIA 2030
COMMITMENT
SIGNATORY**

WORKING TOWARDS A
CARBON-NEUTRAL
FUTURE

We Build Community

FGMA provides architecture, planning and interior design services to our clientele by assembling an interdisciplinary team of professionals who build relationships that last a lifetime. We provide world class design that is right-sized for your needs. Designing spaces that inspire, uplift and connect.

FGMA serves the people and organizations that serve others.

Fostering Success Together

Our team listens to your needs and vision, bringing it to life. We've found that how we work with our clients is just as important as what we design. It is imperative for us that we build for equity through inclusive design, collaborating on solutions for all.

Leading the Way Towards a Healthy, Sustainable Future

We specialize in community-based spaces and we value working in partnership with our clients to create a world that is more environmentally responsible and socially equitable for current and future generations.

FGMARCHITECTS

May 3, 2024

Scotty Crow Jones C.P.M.
Interim City Manager
City of Bay City
1901 5th Street
Bay City, Texas 77414

Re: RFQ Public Safety Headquarters

Dear Mr. Jones,

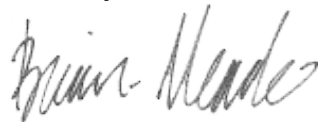
Thank you again for continuing to rely on FGM Architects Inc. (FGMA) as a trusted advisor for you and the City. From working with Bay City back in 2015-16 on your previous space needs study (Brian with a previous firm) to our recent site test fits and conceptual budget efforts this Spring, it has been an honor to continue to serve your community. Since you are seeking a qualified architectural design firm with expertise in the planning and design of a police facility, the partner you select needs to bring experience and an understanding of your needs to ensure that your facility maximizes operations to serve the demands of your member agencies and communities for years to come. FGMA would welcome the opportunity to continue to be the consulting partner who works with and leads you through the planning, design, and implementation process for this project.

FGMA's qualifications will demonstrate that our proposed team has the expertise required for your project. The following highlights some of the unique qualifications contained in our response.

Unparalleled public safety facility design experience. FGMA specializes in public safety architecture with experience in law enforcement, emergency communications, fire service and municipal courts projects. We have over two hundred and eighty police projects including studies, design of new projects, and expansions/renovation projects. We also have recent adaptive reuse project experience very similar in nature to your project. We are knowledgeable of the CALEA Public Safety Communications Accreditation Program and are known as thought leaders in emergency communications design.

Proven Design leadership for your Bay City Police Department Adaptive Reuse project. Our goal is to provide Bay City with the same architectural team that just completed the Victoria Public Safety Center project design. This team brings more than 80 years of combined experience in planning and design. We would love the opportunity to continue to work with you and your team on this important project for your community.

Sincerely,



Brian Meade, AIA, LEED AP
Subject Matter Expert - Police
BrianMeade@fgmarchitects.com
630.574.7078



Jaime Palomo, AIA
Principal-in-Charge
jaimepalomo@fgmarchitects.com
737.263.1722



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: Blomquist, Herbert **Date Submitted:** 6/5/2024
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 6/11/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Director of Public Works
For City Staff Only

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

Agenda Content:

Discuss, consider and/or approve a professional services agreement between the City of Bay City and CivilCorp, LLC, for professional engineering services for the design and plan preparation for Moore Addition Subdivision street, drainage, water, and sewer improvements.

Executive Summary of Item:

During a previous selection qualification process for professional services earlier this year, CivilCorp, LLC was one of the professional services firms the City Council approved to move forward with to assist with project implementation for various City projects.

The City of Bay City has a previous working relationship with CivilCorp, LLC on street rehabilitation and other projects involving professional engineering services. CivilCorp has submitted a proposal for Professional Services with a contract cost of \$467,500.00 for design, plan preparation, and other limited administrative services for the Moore Addition street, drainage, water, and sewer improvements project. The proposal has been reviewed by City of Bay City staff for completeness. Funding will be provided out of the Street Fund.

It is the staff's recommendation to approve this Agreement for Professional Services with CivilCorp, LLC so the City of Bay City can begin the design and plan preparation for street and other infrastructure improvements in the Moore Addition Subdivision.

**AGREEMENT BETWEEN THE CITY
OF BAY CITY AND CIVILCORP, LLC. FOR
PROFESSIONAL SERVICES**

OWNER: The City of Bay City, Texas, 1901 Fifth Street, Bay City, Texas 77414

ENGINEER: CivilCorp, LLC., 4611 Airline Road, Suite 300, Victoria, Texas 77904

PROJECT: 2024-2025 Capital Improvement Projects consisting of the design and preparation of plans, bidding, limited construction administration services, and additional services provided herein for the construction of the following proposed projects:

Moore Addition Subdivision Street, Drainage, Water, and Sewer Improvements including portions of 2nd St, 3rd St, 4th St, 5th St, 6th St, Pershing St, Nancy Ave, Letulle Ave, Sims Ave, and Park Ave (approximately 15,000 LF). Scope to include topographic survey of existing right-of-ways; cores/testing of existing pavement, design of street reconstruction, water line replacement in street right-of-ways only (no alleys), sewer line replacement/rehab in street right-of-ways only (no alleys), ditch and culvert improvements; preparation of bid documents, assisting with bidding, limited construction phase services, and materials testing of street subgrade and base.

OWNER' S REPRESENTATIVE: Shall mean the City Engineer of the City of Bay City or a person designated by this Director.

ENGINEER'S AGREEMENT: ENGINEER shall provide professional engineering services for OWNER in all phases of the Project described below, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER' S AGREEMENT: OWNER agrees to pay for the services as set forth below.

Moore Addition Street, Drainage, Water, and Sewer Improvements	\$467,500
--	-----------

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary incidental engineering services

1.2 Preliminary Design Phase. ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.

1.2.2. Advise OWNER of the need to provide or obtain from others data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.

1.2.3. Obtain one core of existing pavement per street to determine characteristics of the existing pavement section and lab tests to determine PI of subgrade.

1.2.4. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.2.5. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Cost.

1.2.6. Furnish one (1) copy of the above preliminary design documents and review them in person with OWNER'S REPRESENTATIVE

1.3 Final Design Phase. ENGINEER shall

1.3.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract final drawings (hereinafter called "Drawings") and Specifications to show the character and extent of the Project.

1.3.2. Furnish to OWNER'S REPRESENTATIVE assistance in the preparation of required documents so that OWNER may apply for approvals of governmental authorities having jurisdiction over the Project, and assistance in negotiations with appropriate authorities.

1.3.3. Advise OWNER'S REPRESENTATIVE of any adjustments to the revised opinion of probable Project Cost caused by changes in the Project and furnish a final opinion of probable Project Cost based on the final Drawings and Specifications.

1.3.4. Prepare documents to comprise the contract for construction of the Project (hereinafter the "Contract") for review and approval by OWNER'S REPRESENTATIVE,

including agreement forms, general, special and supplementary conditions, bidding documents, and other related documents. ENGINEER shall use forms provided by OWNER where applicable.

1.3.5. Furnish one (1) copy of the above documents and review them with the OWNER'S REPRESENTATIVE.

SECTION 2 – ADDITIONAL SERVICES

2.1 Bidding Phase. ENGINEER shall:

2.1.1. Assist OWNER in obtaining bids for a contract for construction of the Project.

2.1.2. Consult with OWNER'S REPRESENTATIVE as to the acceptability of subcontractors proposed by the prime contractor (hereinafter called "Contractor") when such acceptability is required by the bidding documents.

2.1.3. Consult with OWNER'S REPRESENTATIVE as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of the Contract is allowed by the bidding documents.

2.1.4. Assist OWNER'S REPRESENTATIVE in evaluating bids and in assembling and awarding the Contract.

2.2 Construction Phase. ENGINEER shall:

2.2.1. Consult with OWNER and act as its representative as provided in the Construction Contract; act on behalf of the OWNER to the extent provided in the Construction Contract except as otherwise provided herein.

2.2.2. Provide initial staking when necessary to allow Contractor to construct the Project. The ENGINEER shall set vertical and horizontal controls only.

2.2.3. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine if the work is proceeding in accordance with the plans and specifications. The frequency of such visits shall be as advised by the owner and of a duration sufficient to ensure that the contractor is building the project according to plans and specifications. Such visits to the site shall be carried on in the presence of the City Inspector. ENGINEER shall keep OWNER informed of the progress of the work, and shall endeavor to protect the OWNER against defects and deficiencies in the work. ENGINEER does not guarantee the performance of the Contractor and is not responsible for the actual supervision of construction operations or for safety measures that the Contractor takes or should take. ENGINEER shall inform OWNER'S REPRESENTATIVE of any work failing to conform to the Contract, and shall disapprove or reject any such work and require it to be corrected.

2.2.4. Review and approve or take other appropriate action regarding Shop Drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, for conformance with the design concept of the Project and compliance with the Contract; determine the acceptability of substitute materials and equipment proposed by Contractor; and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are provided by Contractor in accordance with the plans and specifications.

2.2.5. Assist owner issue instructions to Contractor; issue necessary interpretations and clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.

2.2.6. Based on ENGINEER'S on-site observations and on review of Contractor applications for payment, assist owner with determining the amounts owing to Contractor.

2.2.7. Conduct an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been completed in accordance with the plans and specifications. If Contractor has fulfilled all of its obligations, ENGINEER shall recommend, in writing, final payment to Contractor and shall give written notice to OWNER and the Contractor that the work is acceptable and meets plans and specifications as developed by the Engineer (subject to any conditions therein expressed).

2.2.8. Furnish a set of reproducible as-built record prints of the Project to the OWNER'S REPRESENTATIVE upon project completion. At least one set shall be hard copy and one set shall be in a digital format as specified by the OWNER'S REPRESENTATIVE.

2.3 General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types; these will be paid for by the OWNER as indicated in Section 4:

2.3.1. Preparation of applications for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review of the effect on the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.3.2. Services to make detailed investigation of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER, except as necessary for the proper design and construction of the Project.

2.3.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character

of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.3.4. Providing renderings or models for OWNER'S use.

2.3.5. Providing engineering surveys required to properly design the Project.

2.3.6. Furnishing land surveys establishing boundaries and monuments, and related office computations and drafting.

2.3.7. Preparation of property or easement descriptions.

2.3.8. Preparation of any special reports required for marketing of bonds.

2.3.9. Furnishing soil and foundation tests and borings.

2.3.10. Providing detailed mill, shop and/or laboratory inspection of materials or equipment.

2.3.11. Investigations involving detailed consideration of operation and maintenance expenses; the preparation of feasibility studies and appraisals; and assistance in obtaining financing for the Project.

2.3.12. Furnishing the services of special consultants for purposes other than the normal engineering incidental to the Project, and providing data or services of the types described in paragraph 4.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of OWNER furnishing them. For the purposes of this contract, services of a special consultant will be allowed only when the need is confirmed by the OWNER'S REPRESENTATIVES.

2.3.13. Apply for permits from all governmental authorities having jurisdiction over the project and furnish such approvals and consents from others as may be necessary for completion of the project.

2.3.14. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, and services resulting from the arranging for performance by persons other than the Contractor and administering OWNER'S contracts for such services.

2.3.15. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the change in services rendered; services after the award of the contract in evaluating substitutions proposed by the Contractor which require extensive revisions to Drawings and Specifications; and services resulting from significant delays, changes or price increases occurring as a result of material, equipment or energy shortages.

2.3.16. Services during out-of-town travel required of ENGINEER other than visits to the

site as required by Section 1.

2.3.17. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) prolongation of the contract time of the Contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor.

2.3.18. Services after completion of the Construction Phase, such as inspections during any guarantee period called for in the Contract.

2.3.19. Serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project except as agreed to under Basic Services.

2.3.20. Materials Testing Services during construction phase to include testing of subgrade and base sections.

2.4 Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEERS, the cost of these services shall be deemed to be included in OWNER'S payments to ENGINEER for basic services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

3.1. Provide full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2. Arrange for access to property owned or controlled by the City as required for ENGINEER to perform its services.

3.3. Examine studies, reports, Drawings, Specifications, and other documents presented by ENGINEER; provided, that approval of any such documents by OWNER or by OWNER'S REPRESENTATIVE shall not release ENGINEER from responsibility and liability for any negligence, mistake, inaccuracy, or other flaw in such documents, and shall not be deemed an assumption by OWNER or OWNER'S REPRESENTATIVE of any responsibility or liability.

3.4. Provide such auditing service as OWNER may require to ascertain how Contractor has used the monies paid to it under the Contract.

3.5. Give prompt notice to ENGINEER whenever OWNER'S REPRESENTATIVE observes

any development that affects the ENGINEER'S services, including defects in the work of Contractor.

3.6. Furnish copies of finalized plans and specifications for use during bidding and construction.

SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services and Expenses of ENGINEER.

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1, a total fee of **\$276,000.**

4.1.2. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

4.1.2.1. General. Payment for Additional Services of Engineer rendered under this contract and or referenced under paragraph 2.3.1. through 2.3.20. inclusive shall be paid for at the following rate when supported by invoices.

Standard Hourly Rate for Additional Services

Principle Engineer	\$ 238
Senior Engineer/Engineering Manager	\$ 232
Prof. Engineer	\$ 187
EIT	\$ 115
Graduate Engineer	\$ 110
Registered Surveyor	\$ 170
Design Technician	\$ 101
CADD Operator	\$ 98
Senior Survey Technician	\$ 126
Survey Technician	\$ 101
Project Inspector	\$ 108
Clerical	\$96.5
Field Crew - 2 man	\$ 190
3 man	\$ 225

Actual cost of materials required for the job and expenses shall be charged at cost.

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses

Bidding as provided by Section 2.1 \$ 5,000

Construction as provided by Section 2.2 \$ 46,800

Land surveys as provided by Section 2.3.6 — 2.3.7	\$
Engineering surveys as provided by Section 2.3.5	\$ 124,700
Apply for permits as provided by Section 2.3.13, based on	
Materials Testing as provided by Section 2.3.20	\$ 15,000
Hourly rates, expenses referenced in section 4.1.2.1	\$

4.1.4. All other additional expenses: actual cost to ENGINEER based on rates referenced above or as previously agreed upon in writing.

Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

4.2. Times of Payments

4.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

4.2.2. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

PERCENTAGE OF ENGINEER'S FEE FOR BASIC SERVICES

PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 89,000
Final Design (% of Project complete up to 100%)	\$ 187,000
Total compensation for Basic Services shall be	\$ 276,000
Bidding Phase in Section 2.1	\$ 5,000
Construction in Section 2.2 inspection monitoring, completion & acceptance	\$ 46,800
Total fixed compensation for additional services in Section 2.3.5 (Design Survey), Shall be	\$ 124,700
Total fixed compensation for additional services in Section 2.3.20 (Materials Testing), Shall be	\$ 15,000

Total estimated compensation for additional services
In Section 4.1.2.1 (reproduction and mileage), shall be \$

Total Contract amount shall be **\$ 467,500**

4.3. Other Provisions Concerning Payments.

4.3.1. OWNER agrees to pay a charge of one-half of one percent ($\frac{1}{2}\%$) per month on all invoiced amounts not paid within thirty (30) days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services and expenses.

4.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Salary Costs times a factor of 1.5 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all requested Additional Services and Reimbursable Expenses.

4.4. Definitions.

4.4.1. Salary Costs shall mean salaries and wages paid to all personnel engaged directly on the Project, and more clearly referenced in Section 4.1.2.1.

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

The construction cost of the Project means the total cost of the Project to OWNER, but it does not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, nor does it include OWNER'S legal, accounting, insurance counseling or auditing services, or laboratory of testing services, or interest and financing charges incurred in connection with the Project. Construction Cost is one of the items comprising Project Cost which is defined in paragraph 1.2.4.

5.2. Opinions of Cost.

5.2.1. ENGINEER'S opinions of probable Project Cost and Construction Cost represent its best judgment as a professional engineering firm, familiar with the construction industry; but ENGINEER does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from its opinions of probable cost.

5.2.2. If a Construction Cost limit is established between OWNER and ENGINEER, the following will apply:

5.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit.

5.2.2.2. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which bids are sought.

5.2.2.4. If the lowest bona fide bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or character. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents one time as necessary to bring the Construction Cost within the cost limit; subsequent modifications by the ENGINEER shall be paid for as Additional Services.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

OWNER or ENGINEER may terminate the Agreement upon 10 days written notice to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. ENGINEER shall invoice OWNER for all services completed and shall be compensated in accordance with terms of the Agreement for all services performed by ENGINEER prior to the date specified in such notice.

6.2. Ownership of Documents.

All documents including drawings and specifications prepared by ENGINEER are designed specifically for the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by Owner without written approval by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability to ENGINEER. Upon acceptance or approval by OWNER, documents and reports prepared and assembled by ENGINEER under this

Agreement shall become the sole property of the OWNER and shall be delivered to OWNER without restriction on future use. ENGINEER may make copies of any and all documents for its files.

6.3. Controlling Law.

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

6.4. Successors and Assigns.

6.4.1. Successors, executors, administrators, assigns and legal representatives in respect to all covenants, agreements and obligations of this Agreement.

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

6.4.3. Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6.5. Independent Contractor.

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

6.6. Indemnity and Insurance.

ENGINEER agrees to defend, indemnify, and hold OWNER whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of, or be occasioned by any act or omission, including negligence, of ENGINEER or any officer, agent, servant, employee, or associate of ENGINEER in the execution or performance of this agreement. In additions, the duty to indemnify provided by the previous sentence shall indemnify OWNER against damages caused by acts or omissions, including negligence, of OWNER or OWNER'S officers, agents, or employees, but shall not apply to the negligence of OWNER or its agents or employees if the damage arises from (1) personal injury, (2) death, (3) property injury, or (4) any other expenses that arise from the

personal injury, death, or property injury.

ENGINEER further agrees to indemnify OWNER against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of ENGINEER or as a result of the entry of any of ENGINEER'S officers, agents, employees, associates or subcontractors onto the property of OWNER. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions, including negligence, of OWNER if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury.

During the term of this project and one year following its completion, ENGINEER shall maintain errors and omissions insurance in the amount of at least \$500,000 per occurrence and \$500,000 aggregate, and shall provide a copy of the insurance certificate to the OWNER'S REPRESENTATIVE. The insurance certificate shall require the insurer to provide the OWNER with at least 30 days notice of cancellation or change in coverage.

This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings.

This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, _____.

OWNER:

City of Bay City, Texas

Robert K. Nelson, Mayor

PROFESSIONAL:

CivilCorp, LLC.

Randy Janak, Vice President

(seal)

ATTEST:

City Secretary

ATTEST:

(Signature)

FORM APPROVED:

City Attorney



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: Dan Shook **Date Submitted:** 6/4/24
Last, First *MM/DD/YYYY*

Requestor Type : Staff **Meeting Date:** 6/11/24
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Fire Marshal
For City Staff Only

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

Agenda Content:

Ordinance ~ Discuss, consider, and/or approve and Ordinance of the City of Bay City, Texas, amending the Fee Schedule labeled "Appendix B" in the Code of Ordinances of the City of Bay City, Texas; adopting fees for Chapter 38 Environment; providing for repeal; providing for ratification; providing a penalty; providing for severability; and providing an effective date

Executive Summary of Item:

Background: The Fire Marshal's Office Code Enforcement Division has hired a part-time maintenance technician to perform lawn abatements. Previously, the fees charged were passed on from the cost charged to the city by contractors performing the abatements. Having the abatements performed in-house, a fee schedule was created using fee schedules from other cities as a comparison.

Financial Implications: This will adjust the fee schedule charged for lawn abatement of non-compliance.

Recommendation: Staff recommends approving the revised fee schedule.

Attachments: Addition to the fee schedule for lawn abatements for Chapter 38.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, AMENDING THE FEE SCHEDULE LABELED "APPENDIX B" IN THE CODE OF ORDINANCES OF THE CITY OF BAY CITY, TEXAS; ADOPTING FEES FOR CHAPTER 38 ENVIRONMENT; PROVIDING FOR REPEAL; PROVIDING FOR RATIFICATION; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. *Effective Date.* This Ordinance shall be effective on June 11, 2024 and shall be published as required by law.

PASSED, APPROVED, AND ADOPTED on this 11th Day of June 2024.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

Approved By:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Robert K. Nelson Mayor	_____	_____	_____
Blayne Finlay Mayor Pro Tem	_____	_____	_____
Ben Flores	_____	_____	_____
Jim Folse	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____

Robert K. Nelson, Mayor, City of Bay City

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
City of Bay City

APPENDIX B - FEE SCHEDULE

Section Number	Subject	Fee Amount
Chapter 38 - Environment		
38-38	12 to 16 inches of tall grass/weeds	\$150 up to one acre, \$150 each additional acre – pro-rated at $\frac{1}{4}$ acre
	Exceeding 16 inches tall grass/weeds	\$175 up to one acre, \$175 each additional acre – pro-rated at $\frac{1}{4}$ acre



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: Dan Shook **Date Submitted:** 6/4/24
Last, First *MM/DD/YYYY*

Requestor Type : Staff **Meeting Date:** 6/11/24
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Fire Marshal
For City Staff Only

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

Agenda Content:

Ordinance ~ Discuss, consider, and/or approve and Ordinance of the City of Bay City, Texas, amending the Fire Marshal's Office creation ordinance under section 42. Ordinance needs to align with the City Charter

Executive Summary of Item:

Background: The Fire Marshal's Office ordinance has not been updated since the update to the City Charter. The current ordinance has the Fire Marshal appointed by and reporting to the Mayor. The City Charter has the Fire Marshal appointed by and reporting to the City Manager. This will correct the ordinance.

Financial Implications: This will correct the ordinance to reflect the city charter.

Recommendation: Staff recommends approving the revised ordinance.

Attachments: Correction to city ordinance Chapter 42.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CITY CODE OF ORDINANCES
CHAPTER 42 "FIRE PREVENTION AND PROTECTION"; ARTICLE II
("FIRE MARSHAL"); AMENDING SECTION 42-36 AND 42-37;
PROVIDING FOR A CUMULATIVE & CONFLICTS CLAUSE,
PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR
AN EFFECTIVE DATE.**

Be it Ordained by the City Council of the City of Bay City that the following amendments are adopted as Amendments to Chapter 42; Article II of the Code of Ordinances.

Section One. The following deletions and additions are to be made to Chapter 42, Article II of the Code of Ordinances. All deletions and additions are shown as such.

Sec. 42-36. - Office created.

The office of fire marshal is hereby created. Such office shall be independent of other city departments, the fire marshal reporting directly to the ~~mayor~~ City Manager.

Sec. 42-37. - Appointment.

Pursuant to the Charter [section 7.07](#), the position of fire marshal shall be filled by appointment by the ~~mayor~~ City Manager, by and with the consent of the City Council.

Section Two. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of Bay City, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section Three. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section Four. Effective Date. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED, APPROVED, AND ADOPTED on this 11th Day of June 2024.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

Approved By:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Robert K. Nelson Mayor	_____	_____	_____
Blayne Finlay Mayor Pro Tem	_____	_____	_____
Ben Flores	_____	_____	_____
Jim Folse	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____

Robert K. Nelson, Mayor, City of Bay City

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
City of Bay City