



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, April 23, 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."*

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**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.

AWARDS AND PROCLAMATIONS

1. **National Water Safety Month Proclamation.**
2. **Bay City Municipal Court recipient of the Municipal Traffic Safety Initiatives award.** Katy Plunkett, Municipal Court Administrator/Magistrate

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

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

DEPARTMENT REPORTS

4. **Library Quarterly Report, Updates, and FY23 Annual TSLAC Report.** Samantha Denbow, Library Director
5. **Municipal Court 2nd Quarter Report.** Katy Plunkett, Municipal Court Administrator/Magistrate
6. **Tourism Report.** P. Darve Smith, Tourism Manager

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.**
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

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

CLOSED / EXECUTIVE SESSION

- 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

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

ADJOURNMENT OF REGULAR COUNCIL MEETING

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, April 19, 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.

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.

The Texas Municipal Courts Education Center's (TMCEC) Municipal Traffic Safety Initiatives grant, funded by the Texas Department of Transportation (TxDOT), recently sponsored the traffic safety awards to recognize those municipal courts that have demonstrated outstanding contributions to traffic safety and eliminating impaired driving in their respective communities. The awards are a way for municipalities to increase awareness through traffic safety activities. All municipal courts in the State of Texas were eligible to apply. Applicants were judged on their activities related to increasing traffic safety while preventing impaired driving, traffic crashes, traffic fatalities, juvenile DUI, child safety seat offenses, red light running, and other traffic-related offenses. Twenty-five courts received awards this year: nine low volume (serving fewer than 30,000 people), seven medium volume (serving 30,000 to 149,999 people), four high volume (serving 150,000+ people), and four new applicants and one for the Trailblazer Award.

Bay City Municipal Court was given one of the 9 awards for low volume courts based on our efforts to bring traffic safety knowledge to our community. Our very own Warrant Officer, Tomasita Tabares, represented Bay City Municipal Court at local high schools during their annual health fairs. She brought the "alcohol impairment goggles" to these events and gave students and parents the opportunity to try them on while completing simple tasks so they understood how being impaired can effect your ability to drive. Officer Tabares educated students and parents on the dangers of drinking and driving.

On Oct. 3rd, Bay City Municipal Court joined the National Night Out Kick Off festivities at Bay City Public Library where we had a display table, games and free materials for the kids at the event. Participants thoroughly enjoyed our impaired ring toss game where they were asked to put on the alcohol impairment goggles and attempt to the throw an inflatable ring on an inflatable goal post worn by a member of court staff.

Bay City Municipal Court also visited area schools as part of Municipal Courts Week in November. We visited Van Vleck Elementary School, Holy Cross Catholic School, Cherry Elementary School and Linnie Roberts Elementary School, reaching a total of 1,269 students. Juvenile Case Manager, Ginger Iovanna, assisted by Court Clerk Lillie Norris along with Officer Tabares completed several assemblies on car seat safety by reading to the students and demonstrating the proper height and age requirements for booster/seat belt placement. Staff also allowed the participating students to wear the alcohol impairment goggles and shared important traffic safety information from the endthestreak campaign regarding the number of accidents on Texas highways each year. These students were also given the option to enter our coloring contest. The coloring page from the "Tex and Dot" activity book depicted an important traffic safety image for the kids to color and submit for a chance to win the prize of "lunch with the judge" (a pizza party lunch hosted by Judge Thompson & Judge Suzanne Sullivan) of which there were over 500 entries.

Bay City Municipal Court staff is and has been dedicated to outreach in our community and we are extremely proud of our efforts and are excited for what we have planned for the future to bring more knowledge and awareness of important traffic safety information to our citizens.

**AGENDA ITEM REQUEST
FOR
CITY COUNCIL APPROVAL**

PER CHARTER SECTION 4.10 (C) - AT LEAST ONCE A QUARTER, COUNCIL SHALL VOTE TO APPROVE THE CITY EXPENDITURES MADE SINCE THE LAST QUARTER. EXPENDITURE DETAIL CAN BE FOUND ON THE CITY'S WEB. <https://cityofbaycity.mygovcenter.com>

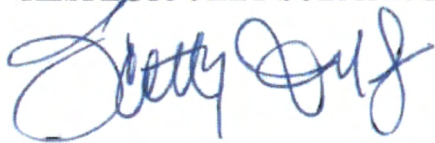
ACCOUNTS PAYABLE 01/08/24
ACCOUNTS PAYABLE 01/17/24
ACCOUNTS PAYABLE 01/26/24
ACCOUNTS PAYABLE 02/09/24

ACCOUNTS PAYABLE 02/16/24
ACCOUNTS PAYABLE 02/21/24
ACCOUNTS PAYABLE 02/23/24
ACCOUNTS PAYABLE 02/26/24
ACCOUNTS PAYABLE 02/28/24
ACCOUNTS PAYABLE 03/08/24
ACCOUNTS PAYABLE 03/11/24
ACCOUNTS PAYABLE 03/14/24
ACCOUNTS PAYABLE 03/22/24
ACCOUNTS PAYABLE 03/27/24

DIRECT PAYABLES 01/03/24
DIRECT PAYABLES 01/17/24
DIRECT PAYABLES 01/31/24
DIRECT PAYABLES 02/01/24
DIRECT PAYABLES 02/06/24
DIRECT PAYABLES 02/14/24
DIRECT PAYABLES 02/26/24
DIRECT PAYABLES 02/29/24
DIRECT PAYABLES 03/12/24
DIRECT PAYABLES 03/26/24

UTILITY REFUNDS 01/10/24
UTILITY REFUNDS 01/19/24
UTILITY REFUNDS 02/12/24
UTILITY REFUNDS 02/15/24
UTILITY REFUNDS 02/29/24

RESPECTFULLY SUBMITTED



**SCOTTY JONES
ASSISTANT CITY MANAGER/CFO**



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:** 4/15/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 4/23/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Library Director
For City Staff Only

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

Agenda Content:

Report: Library Quarterly Report, Updates, and FY23 Annual Report

Executive Summary of Item:

Report of the January through March 2024 events, upcoming projects, and FY23 Annual Report to Texas State Library and Archives Commission.

Bay City Public Library FY24 Quarterly Report – Second Quarter

Main Branch Statistics	Quarter 1	Quarter 2	Total
Physical Circulation	6147	6695	12842
Digital Circulation	1682	1712	3394
Library of Things Circulation	-	32	32
Computer Use	785	890	1675
Foot Traffic	6576	7478	14054
New Cards	151	141	292
Number of Programs	53	65	117
Program Attendance	2034	1367	2163.2
Reference Questions	898	1237	1326
Volunteer Hours	208.5	178.5	387
Room Reservations	33	29	62
Interlibrary Loans	19 Sent 4 Received	14 Sent 0 Received	33 Sent 4 Received

Sargent Branch Statistics	Quarter 1	Quarter 2	Total
Physical Circulation	460	432	892
Library of Things Circulation	-	18	18
Computer Use	30	43	73
Foot Traffic	596	844	1440
New Cards	10	8	18
Number of Programs	30	40	70
Program Attendance	288	230	518
Reference Questions	85	91	176
Volunteer Hours	19	17.5	36.5
Room Reservations	7	10	17

Highlights from Quarter 2

Programs:

- The biggest events of the quarter were Harry Potter Night (318) and Take Your Child to the Library Day (105). We had attendees at Harry Potter that drove in from Taft.

- Regular programming is becoming fairly consistent across the board.
- Online Author Talks is a new program that we have kicked off and expect to grow over the next year. The Bay City Library Association has funded the fee to join the Library Speaker Consortium that makes 2-3 monthly live author visits accessible to more libraries. Past authors include, James Clear (Atomic Habits), Amor Towles (A Gentleman in Moscow), John Stamos, John Irving (The Cider House Rules), Frederick Backman (A Man Called Ove), Nina Trotenberg, and so many more since 2022. We will have a live watchparty of the Frieda McFadden on June 13, 2024 and live viewings of the entire July series which is targeted to youth and teens
- Hosted author Megan Hoyt for Holocaust Remembrance Week at Tenie Holmes Elementary. 75 students received a signed copy of the book. They learned about her writing process and the research she did on the Bartali, what it took for her to be published, and asked questions about Italy, her books, and writing in general.

Outreach: (Strategic Plan goal is to participate in a minimum of 3 community events per year)

- 1 Employee attended Camofest

In Progress Projects

Strategic Plan for FY25-FY29: Library Consultant has completed their final draft with recommendations. Samantha and Scotty will meet to review preliminary action items. A final document will be presented to Council with the understanding that upcoming City meetings may require amending some of the items.

MC Artwalks: Library of Artists

The library has partnered with tourism to host the first Matagorda County ArtWalk on April 27, 2024 from 2pm -6pm. We have over 20 spaces filled with mostly local artists but will be featuring V. Vaughan, an Austin based artist, the Tiny Judged Art Exhibit of 4"x4" canvas entries from local youth Kinder – 12th grade.

Annual Report

Samantha has filed the Library Annual Report to the Texas State Library and Archives Commission. A copy is included for you to review if you would like. Overall, we have met the minimum requirements for accreditation. It should be noted that the stats that we report to the state library are slightly different than what is seen here. For example, we include passive programs, such as scavenger hunts and drop in activities, in quarterly reports, but those are not recognized in the state report.

Summer Program

Staff are gearing up for summer program. The theme is "Adventure Begins at Your Library!" The staff had planned activities from June 10th – August 2nd.

Program sponsors include Bay City Library Association (\$4000), Friends of the Bay City Library (\$1300), and Friends of the Sargent Library (\$1500). Our book sponsor is Celanese (\$1800)

Career Online High School

After a \$100 Facebook ad in November, we have started to see the program start getting attention. There are currently 3 students who have passed the initial two-week prerequisite period that have been enrolled into the program. One has successfully completed the first 30 days successfully and has been awarded one of our scholarships.

Photos

Toddler & Tots Storytime at Sargent Branch



Creative Aging Program with Colonial



Megan Hoyt Author Visit



Texas Public Libraries Annual Report - Introduction

This report is due to the Texas State Library and Archives Commission (TSLAC) by April 30, 2024. We strongly urge libraries to report no later than March 31, 2024, to allow staff enough time to process all reports.

The Texas State Library and Archives Commission participates in a national public library data collection system. The purpose of this system is to ensure the collection of comparable data in all states. The data is used for the creation of a composite report on the public libraries of the United States and for state-to-state comparisons by the Institute of Museum and Library Services (IMLS). It is seen and used by researchers as well as policymakers at all levels of government. This report is also used to accredit Texas public libraries and some data elements are used for that purpose. Accreditation-related questions are marked within the questionnaire with a small dark arrow. Libraries meeting the minimum accreditation standards are eligible for federal funding opportunities through TSLAC.

Definitions are important to ensure comparability of data from different libraries and states. Please refer to the definitions as this survey is completed.

Please do not leave any items blank. Estimates are important if exact data are not available.

All questions relate to the library's local fiscal year 2023: the year that ended in calendar year 2023 and included January 1, 2023. If there was a change in the fiscal year, please contact LDN staff to update that information. All information must be entered into LibPAS, the online data collection portal at <https://tx.countingopinions.com>.

Texas State Library and Archives Commission
Library Development & Networking (LDN)
Statistics and Accreditation Staff
accreditation@tsl.texas.gov
512/463-5465, or toll free in Texas 800/252-9386

BAY CITY PUBLIC LIBRARY 2023

Section 1: Library Information - Central/Administrative Library

Library Contact Information. This section requests information for contacting the library, its staff, board, and friends group. The information you submit on this form is [Public Information](#). In addition, the information being entered may be subject to interception via common Internet tools.

Please read our Web Policies and Disclaimers [Web Policies and Disclaimers](#).

NOTE: In the online form, contact questions in the section 1.1 through 1.21 have been prefilled and locked. You will not be able to change the data. If changes need to be made to these questions, contact LDN staff at accreditation@tsl.texas.gov or add an explanation in the Note box.

1.1Library Name	Bay City Public Library
1.2County	Matagorda
1.3Local Fiscal Year Start	10/01/2022
1.4Local Fiscal Year End	09/30/2023
1.5Mailing Address - Street	1100 7th St
1.6Mailing City	Bay City
1.7Mailing Zip	77414
1.8Mailing Zip+4	4915
1.9Physical/Shipping address - Street	1100 7th St
1.10City	Bay City
1.11Zip	77414
1.12Zip+4	4915
?1.13Does the library have a published telephone number?	Y
1.14Phone number	9792456931
1.15Library Director/Head Librarian First Name	Samantha
1.16Library Director/Head Librarian Last Name	Denbow
1.17Director's Email Address	sdenbow@cityofbaycity.org
1.18Library General Email Address	library@cityofbaycity.org
?1.19Library website	Yes
1.20Website URL	http://www.baycitytxlib.org
1.21Is the information provided in 1.1 through 1.20 correct?	Yes
1.22Contact First Name	Samantha
1.23Contact Last Name	Denbow
1.24Contact Email	sdenbow@cityofbaycity.org
1.25Board Chair First Name	Martha
1.26Board Chair Last Name	Johnson
1.27Friends President First Name	Carol
1.28Friends President Last Name	Teague

BAY CITY PUBLIC LIBRARY 2023

Section 2: Outlets

This section requests information on public service outlets. Report figures as of the last day of the fiscal year. If there is a new branch, but it was not open for business before the end of the library's local fiscal year, it should not be included on this report.

2.1Number of Branch Libraries	1
2.2Number of Bookmobiles	0

Facility Information

2.3Year Facility Built	1960
2.4Square Footage of the Main Library	12,000
2.5Renovations, Expansion, New Construction	No
2.6Year Most Recent Renovation	2018
2.7Facility Suitability for Public Service	Adequate
2.8Plans for Facility Modification In Place?	No
2.9Network/Computer Hardware Older Than Three Years	No
2.10Plans for Facility Tech Upgrade within 3 Years?	No

BAY CITY PUBLIC LIBRARY 2023

Section 3: Expenditures

REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS

Local accounting practice will generally determine whether a particular expense is classified as operating or capital expense.

- Do not report the value of free or donated items as expenditures.
- Do not report estimated costs.
- Report only those grant awards directly spent by this library. Do not report grant funds spent for this library by another entity, such as a friends' group.
- Significant costs of ordinary operating expenditures, especially benefits and salaries, that are paid by other taxing agencies or government agencies with the authority to levy taxes on behalf of the library may be included if the information is available.

These expenditures are from all sources of revenue, including federal, state, Friends group revenue to the library, and foundation funding. The information reported in Expenditures may differ from the information reported in Library Revenue by Source.

Please do not leave any question blank. Enter "0" if the appropriate entry for an item is zero or "none." If an exact figure is not available for a particular item, but it is known that the amount is greater than zero, the librarian should enter an estimate of the amount, and add an explanation in the Notes field. If you need to estimate, please use a standard methodology for doing so. If you have questions, please contact LDN staff.

Library Operating Expenditures

REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS

Operating Expenditures are those current and recurrent costs necessary to support library services. Only such funds that are supported by expenditures documents such as invoices, contracts, payroll records, etc. at the point of disbursement should be included.

Any operating expenditure not covered by Staff and Collection Expenditures should be reported in question 3.8, Other Operating Expenditures.

BAY CITY PUBLIC LIBRARY 2023**Staff Expenditures**

REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS

This amount should be the salaries and wages for all library staff including plant operation, security and maintenance staff. Do not report salaries paid by an outside entity, such as Green Thumb employees or employees paid under a training program administered through another entity.

3.1Salaries & Wages Expenditures	\$258,212
3.2Employee Benefits Expenditures	\$71,725
3.3Total Staff Expenditures	\$329,937
3.3aStaff funding from non-local sources.	\$0
3.3bLocal funds used for library staff expenditures.	\$329,937

Collection Expenditures

REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS

Include all operating expenditures from the library budget for all materials in print, microform, electronic, and other formats considered part of the collection, whether purchased, leased, or licensed.

Exclude charges or fees for interlibrary loans and expenditures for document delivery.

>>>Exclude operating expenditures for library system software and microcomputer software used only by the library staff or fees for TexShare databases. These are reported in 3.8, Other Operating Expenditures.

3.4Print Materials Expenditures	\$28,160
3.5Electronic Materials Expenditures	\$5,041
3.6Other Materials Expenditures	\$1,571
3.7Total Collection Expenditures	\$34,772
3.7aCollection material funding from non-local sources	\$0
3.7bLocal funds used for library collection material expenditures	\$34,772

BAY CITY PUBLIC LIBRARY 2023

Other/Total Operating Expenditures

This includes all expenditures other than those reported for **Total Staff Expenditures** and **Total Collection Expenditures**. Include expenses such as binding, supplies, repair or replacement of existing furnishings and equipment; and costs of computer hardware and software used to support library operations or to link to external networks, including the Internet. Report contracts for services, such as costs for operating and maintaining physical facilities, and fees paid to a consultant, auditor, architect, attorney, etc. Include fees paid to the TexShare database program.

Indirect costs should only be reported when a library has failed to meet the **Maintenance Of Effort** requirement for accreditation in state library system. If included, the expense must be documented by the local government entity that provided the service.

Do not include capital expenditures.

3.8Other Operating Expenditures ¹	\$146,245
3.8aOther operating expenditures from non-local funding. ²	\$873
3.8bLocal funds used for other library operating expenditures expenditures	\$145,372
3.9Total Direct Operating Expenditures	\$510,954
3.9aLibrary Operating Expenditures from Non-Local Funding	\$873
3.9bLocal funds used for library operating expenditures expenditures	\$510,081
3.10Indirect Costs (Only when necessary)	
3.11Total Library Operating Expenditures	\$510,954

Library Capital Expenditures

REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS

This amount should never be included in any of the questions in Section 4, but should be reported in sources of funds reported in the Capital Revenue part of Section 5.

Do not include Operating Expenditures reported above. Local accounting practice will generally determine whether a particular expense is classified as operating or capital expense.

Capital outlay is for one-time only or extraordinary expenditures. These are major capital expenditures such as the acquisition of or additions to fixed assets. Examples include expenditures for building sites, new buildings and additions to or renovations of library buildings.

Include expenditures for furnishings, equipment and initial book stock for new buildings, building additions or renovations; library automation systems, and new vehicles, and other one-time major projects. Include federal, state, local, or other revenue used for major capital expenditures.

Exclude replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Exclude contributions to endowments, or revenue passed through to another agency.

3.12Capital Expenditures	\$0
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BAY CITY PUBLIC LIBRARY 2023

Section 4: Local Financial Effort

REPORT ACTUAL EXPENDITURES, NOT BUDGETED OR ESTIMATED AMOUNTS.

This section contains questions which will help determine whether the library meets the minimum accreditation criteria. Local Operating Expenditures, question 4.2, is used in determining whether a library has met the maintenance of effort (MOE) criteria.

In the online form, questions 4.1 and 4.2 are calculated fields. They will reflect the total expenditures, less any non-local and/or grant funding.

?4.1Local Expenditures on Collections	\$34,772
?4.2Total Local Library Operating Expenditures	\$510,081
?4.3Local Government Operating Expenditures ³	\$445,185

Section 5: Library Revenue by Source**Revenue Used for Operating Expenditures**

Report revenue received by the library used for the current and recurrent costs of operation, including grants. Report by source of revenue.

The total funds reported as Library Revenue will not necessarily equal the total of Library Expenditures reported. Do not report grant funds spent on behalf of this library by another entity. Do not report salary revenue if the library did not pay the salary, as in the case of employees paid under a training program administered by another entity.

Do not include indirect costs.

5.1City, Cities, or Library District Revenue used for operating expenditures	\$245,187
5.2County or Counties Revenue used for operating expenditures	\$200,000
5.3School District Revenue used for operating expenditures	\$0
5.4Local Government Operating Revenue	\$445,187
5.5State Government: Operating Revenue	\$0
5.6Federal Government: Operating Revenue ⁴	\$473
5.7Foundation & Corporate Grants: Operating Revenue	\$500
5.8Fines, Fees, Donations, Memorials and Other Local Sources: Operating Revenue	\$64,794
5.9Total Library Operating Revenue	\$510,954

BAY CITY PUBLIC LIBRARY 2023

Revenue Used for Capital Expenditures

CAPITAL REVENUE

Report revenue to be used for major capital expenditures, by source of revenue. Include funds received for (a)site acquisition; (b)new buildings; (c)additions to or renovation of library buildings; (d)furnishings, equipment and initial collections (all type) for new buildings, building additions, or building renovations; (e)computer hardware and software used to support library operations, to link to networks, or to run information products; (f)new vehicles; and (g)other one-time major projects. Exclude revenue for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Do NOT include revenue passed through to another agency, such as fines, or funds unspent from previous fiscal years ("carryover").

Do not report revenue that has already been reported in operating revenue.

5.10City Cities or Library District Revenue: Capital Expenditures	\$0
5.11County or Counties Revenue: Capital Expenditures	\$0
5.12School District: Capital Revenue	\$0
5.13State Government: Capital Revenue	\$0
5.14Federal Revenue: Capital Revenue	\$0
5.15Foundation & Corporate Grants: Capital Revenue	\$0
5.16Fines, Fees, Donations, Memorials, and Other Local Sources: Capital Revenue	\$0
5.17Total Capital Revenue	\$0

Outside Government Revenue Sources

Skip the following section if the library did not receive funds from a city or county government outside of the one in which the library is located. Accuracy in this section is essential, as funding from non-local governmental entities impacts the library's population assignment.

If funds were received from government entities outside of the local area, then list the appropriate cities or counties separately and indicate the total of the funds received from each. Make certain these totals are reflected in the local government revenue section: questions 5.1 (city operating), 5.2 (county operating), 5.13 (city capital) or 5.14 (county capital).

Click on the red X to delete any lines generated in error.

Total		
	5.18 Amount received	5.19 City/County Providing Funds
Amount received		

BAY CITY PUBLIC LIBRARY 2023

Additional Sources

Answer only if the library received funds from a city or county other than the one in which the library is located. List the appropriate cities or counties separately and indicate the total of the funds received from each. Make certain these totals are reflected in the local government revenue section.

To delete any lines generated in errors, click on the red X.

5.18Amount received	
5.19County providing funds (outside home county)	
5.18Amount received	
5.19County providing funds (outside home county)	
5.18Amount received	
5.19County providing funds (outside home county)	
5.18Amount received	
5.19County or city providing funds (outside home county or city)	
5.18Amount received	
5.19County providing funds (outside home county)	

BAY CITY PUBLIC LIBRARY 2023

Section 6: Library Collection

This section collects data on selected types of materials. It does not cover all materials for which expenditures are reported in the Collection Expenditures section.

Unless otherwise indicated, report for each item, title, and physical unit the amount held at the end of the fiscal year. Physical units are volumes, items, or pieces. For reporting purposes, a title is a publication that forms a separate bibliographic whole, whether issued in one or several volumes, reels, or disks. The term applies equally to printed materials, such as books and periodicals, as well as audio and video materials. Report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch. Do not count un-catalogued paperbacks.

Most software systems include a method of determining number of titles. Libraries should use whatever method their software provides. If no method is available, an estimate should be made and noted.

For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired equivalent to purchasing multiple copies of a single title. For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to a single title for 10 simultaneous users, then that item is counted as 10 "units"

Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

?6.1Library Catalog	Y
?6.2Collection has 1% published in last five years	Y

Physical Material Counts

6.3Books in Print	38,164
6.4Audio Materials - Physical format	709
6.5Video Materials - Physical Format	3,171
6.6Other Circulating Physical Items	36
6.7Total Physical Items in Collection	42,080

BAY CITY PUBLIC LIBRARY 2023**Electronic Materials Count**

For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

- Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired equivalent to purchasing multiple copies of a single title. For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to a single title for 10 simultaneous users, then that item is counted as 10 "units". For smaller libraries, if volume data are not available, the number of titles may be counted.

- Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

Additional information on reporting specific materials can be found at ["Annual Report webpage"](#), under Tips and Tools, "Reporting Downloadables"

6.8E-Books (Digital/Downloadable Units)	25,546
6.8aE-Read Texas E-Book	
6.9E-Audio Materials (Digital/Downloadable Units)	3,749
6.9aE-Read Texas E-Audio	
6.10E-Video Materials (Digital/Downloadable Units)	0

Databases/Electronic Collections

Report the number of electronic collections. An electronic collection is a collection of electronically stored data or unit records (facts, bibliographic data, abstracts, texts, photographs, music, video, etc.) with a common user interface and software for the retrieval of the data. An electronic collection may be organized, curated, and electronically shared by the library, or rights may be provided by a third party vendor. An electronic collection may be funded by the library, or provided through cooperative agreement with other libraries, or through the State Library. Do not include electronic collections that are provided by third parties and freely linked to on the Web.

"Electronic Collections do not have a circulation period and may be retained by the patron. Remote access to the collection may or may not require authentication. Unit records may or may not be included in the library's catalog; the library may or may not select individual titles. Include electronic collections that are available online or are locally hosted in the library.

Note: The data or records are usually collected with a particular intent and relate to a defined type."

Report the number of electronic collections/databases acquired through curation, payment or formal agreement, by source of access. Include electronic serial subscriptions in this section.

6.11aDatabases (Electronic Collections) - Local License	5
6.11bDatabases (Electronic Collections) - Consortium license	1
6.11Total Databases (Electronic Collections) Acquired Locally	6
6.12TexShare Databases - State License	143
6.13Total Databases (Electronic Collections)	149

BAY CITY PUBLIC LIBRARY 2023**Collection Totals**

?6.14Total Items in Collection - Volumes, Items, Physical Units	71,344
6.15Consortium Participation	Piney Woods Digital Consortium

Section 7: Local Library Service

?7.1Long-Range Plan	Yes
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Service Measures

7.2Reference Transactions ⁵	2,380
7.2aReference Transaction Reporting Method	Annual Count
7.3Number of Library Visits	24,676
7.3aLibrary Visit Reporting Method	Annual Count
7.4Registered Users	15,495

Circulation

The National Center for Education Statistics (NCES) defines children as persons age 11 and under.

The Young Adult Services Association (YALSA) defines young adults as ages 12 through 18.

7.5Circulation of Children's Physical Format Materials	16,080
7.6Circulation of Children's Electronic Format Materials	969
7.7Circulation of All Other Ages Physical Format Materials	17,551
7.8Circulation of All Other Ages Electronic Format Materials	6,034
7.8aE-Read Texas Total Usage	0
7.9Total Annual Circulation - Physical/Digital	40,634
Annual Digital (E-Material) Circulation	7,003
7.10Circulation of Other Physical Items	245
7.11Successful Retrieval of Electronic Information	297
7.12Current Overdue Fine Policy	Yes
7.13Current Non-Resident Fee Policy	No

BAY CITY PUBLIC LIBRARY 2023

Programs and Program Attendance

Library programs are referred to as live (synchronous) program sessions or recorded (asynchronous) program presentations. Multiple format options, as well as expanded age ranges are being tracked.

Report in-person on-site programs and in-person off-site programs separately, as well as live, virtual programs and recorded (asynchronous) programs. See below for definitions of what constitutes a program.

Each program session should only be counted in one age category based on its primary target audience. If there is no agegroup highlighted, then report the session(s) under "General Interest".

Each program session should only be counted once, regardless of the number of formats in which it is presented. For example, a program session that has both in-person and virtual attendance options should be counted as a single program session.

If programs are offered as a series, count each program session in the series as one event. For example, a film series offered once a week for eight weeks should be counted as eight program sessions.

Count recordings (asynchronous) program presentations at the administrative entity level; do not duplicate numbers at each branch. Include recordings of synchronous program sessions that were available for viewing after the session ended. For program presentations that are recordings of live (synchronous) virtual program sessions, exclude live (synchronous) attendance; these should be reported under the appropriate age and format within the live (synchronous) program counts.

BAY CITY PUBLIC LIBRARY 2023

Early Childhood Programming-Target Ages Birth to 5 Years

A program session targeted at children ages 0-5 is any planned event for which the primary audience is infants, toddlers, or preschool-age children. Examples of these types of program sessions include, but are not limited to, story hours, every child ready to read programs, musical or sing-along events, and puppet shows. Include program sessions aimed at children ages 0-5 even if adult caregivers also attend. Each program session should only be counted in one age category based on its primary target audience.

Count all children's programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include children's programs sponsored by other groups that use library facilities. If children's programs are offered as a series, count each program in the series. For example, a story hour offered once a week, 48 weeks a year, should be counted as 48 programs. Exclude library activities for children delivered on a one-to-one basis, rather than to a group.

Attendance is the count of the audience at all program sessions for which the primary audience is children from birth to 5 years old. Please count all attendees of these program sessions regardless of age.

Additional information on reporting specific materials can be found at ["Annual Report webpage"](#), under Tips and Tools, "Program and Program Attendance," and "Program Calculator".

	a. In-Person On-Site Sessions	b. In-Person Off-Site Sessions	c. Live Virtual Sessions	d. Total
7.14 Number of sessions	57	0	0	57
7.15 Total of audience	550	0	0	550

BAY CITY PUBLIC LIBRARY 2023**Student Age Programming-Target Ages 6 to 11 Years**

The National Center for Education Statistics NCES: Children and Young Adults Defined [Services and Resources for Children and Young Adults in Public Libraries, August 1995, NCES 95357] defines children as persons age 11 and under.

A program session targeted at children ages 6-11 is any planned event for which the primary audience is elementary-school-age children. Examples of these types of program sessions include, but are not limited to, story hours, science events, crafting classes, and summer reading events. Include program sessions aimed at children ages 6-11 even if adult caregivers also attend with the children. Each program session should only be counted in one age category based on its primary target audience.

Count all children's programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include children's programs sponsored by other groups that use library facilities. If children's programs are offered as a series, count each program in the series. For example, a story hour offered once a week, 48 weeks a year, should be counted as 48 programs. Exclude library activities for children delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

Attendance is the count of the audience at all program sessions for which the primary audience is children from 6 to 11 years old. Please count all attendees of these program sessions regardless of age.

Additional information on reporting specific materials can be found at ["Annual Report webpage"](#), under Tips and Tools, "Program and Program Attendance," and "Program Calculator".

	a. In-Person On-Site Sessions	b. In-Person Off-Site Sessions	c. Live Virtual Sessions	d. Total
7.16 Number of sessions	82	1	0	83
7.17 Total of audience	⁶ 1,077	⁷ 300	0	⁸ 1,377

BAY CITY PUBLIC LIBRARY 2023

Young Adult Programming-Target Ages 12 to 18 Years

The Young Adult Services Association (YALSA) defines young adults as ages 12 through 18.

A young adult program session is any planned event for which the primary audience is young adults ages 12 to 18 years. Examples of these types of program sessions include, but are not limited to, book clubs, college prep programs, teen tech or gaming clubs, and summer reading events. Each program session should only be counted in one age category based on its primary target audience.

Report all young adult programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include young adult programs sponsored by other groups that use the library facilities.

If young adult programs are offered as a series, count each program in the series. Example: a book club offered every two weeks, 24 weeks a year, should be counted as 24 programs.

Exclude library activities for young adults delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

Attendance is the count of the audience at all program sessions for which the primary audience is young adults from 12 to 18 years old. Please count all attendees of these program sessions regardless of age.

Additional information on reporting specific materials can be found at ["Annual Report webpage"](#), under Tips and Tools, "Program and Program Attendance," and "Program Calculator".

	a. In-Person On-Site Sessions	b. In-Person Off-Site Sessions	c. Live Virtual Sessions	d. Totals
7.18 Number of sessions	45	0	0	45
7.19 Total of audience	323	0	0	323

BAY CITY PUBLIC LIBRARY 2023

Adult Programming-Target Ages 19+ Years

An adult program session is any planned event for which the primary audience is adults age 19 or older. Examples of these types of program sessions include, but are not limited to, book discussions, citizenship classes, and lectures. Each program session should only be counted in one age category based on its primary target audience. Exclude library activities for young adults delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

Report all adult programs, whether held on- or off-site that are sponsored or co-sponsored by the library. Do not include adult programs sponsored by other groups that use the library facilities. If adult programs are offered as a series, count each program in the series. Example: a computer skills class offered once a week for 10 weeks should be counted as 10 programs. Exclude library activities for adults delivered on a one-to-one basis, rather than to a group, such as one-to-one resume assistance and services to homebound.

Attendance is the count of the audience at all program sessions for which the primary audience is adults 19 years and older. Please count all attendees of these program sessions regardless of age.

Additional information on reporting specific materials can be found at ["Annual Report webpage"](#), under Tips and Tools, "Program and Program Attendance," and "Program Calculator".

	a. In-Person On-Site Sessions	b. In-Person Off-Site Sessions	c. Live Virtual Sessions	d. Totals
7.20 Number of sessions	70	0	0	70
7.21 Total of audience	526	0	0	526

BAY CITY PUBLIC LIBRARY 2023**General Interest Programming-Family/All Ages**

A general interest program session is any planned event that is appropriate for any age group or multiple age groups. Include all-age, all-library, family, and intergenerational program sessions. Examples of these types of program sessions include, but are not limited to, family game nights, holiday events, storytelling programs, or chess clubs. Include all programs here that do not fit into the other age category elements. Each program session should only be counted in one age category based on its primary target audience; do not include program sessions here that have already been counted in earlier age category elements. Avoid including program sessions that are targeted at more than one non-adult age category (and are not targeted at adults); these should be counted in the child or young adult age category that best represents the target audience.

Report all general interest programs, whether held on- or off-site that are sponsored or co-sponsored by the library. Do not include general interest programs sponsored by other groups that use the library facilities. If general interest programs are offered as a series, count each program in the series. Example: a computer skills class offered once a week for 10 weeks should be counted as 10 programs. Exclude library activities delivered on a one-to one basis, rather than to a group, such as one-to-one resume assistance and services to homebound.

Attendance is the count of the audience at all program sessions that are appropriate for any age group or multiple age groups. Please count all attendees of these program sessions regardless of age.

Additional information on reporting specific materials can be found at ["Annual Report webpage"](#), under Tips and Tools, "Program and Program Attendance," and "Program Calculator".

	a. In-Person On-site Sessions	b. In-Person Off-site Sessions	c. Live Virtual Sessions	d. Totals
7.22 Number of sessions	66	1	0	67
7.23 Total of audience	2,596	50	0	2,646

Total Live and/or Virtual Synchronous Programs

This is a total count of the programs and audience at all live or virtual program sessions during the reporting period.

	a. In-Person On-Site Sessions	b. In-Person Off-Site Sessions	c. Live Virtual Sessions	d. Total Synchronous Programs
7.24 Number of sessions	320	2	0	322
7.25 Total of all attendees	⁹ 5,072	¹⁰ 350	¹¹ 0	¹² 5,422

Total Recorded Programs (Asynchronous Viewing)

7.26 Recorded Presentations (On-Demand) Published ¹³	0
7.27 Recorded Presentation Views (30 Day Mark)	0

BAY CITY PUBLIC LIBRARY 2023**Section 8: Library Staffing and Salaries**

Include all positions funded in the library's budget whether those positions are filled or not. Report figures as of the last day of the fiscal year. Report all hours worked for each employee type and report as total hours worked per week.

Report number of hours worked per week, not the number of employees.

?8.1 Professional Librarians (MLS/MLIS degree) - Weekly Hours Worked	40.00
8.2 Other Librarians (Non-degreed) - Weekly Hours Worked	0.00
8.3 All Other Paid Library Staff - Weekly Hours Worked	270.00
8.4 Total Paid Library Staff - Total Weekly Hours Worked	310.00
8.5 Volunteer Hours - Annual Total	2,047
8.6 Head Librarian's Annual Rate Of Salary	\$69,760
?8.7 Head Librarian's/Director's Hours Worked per Week	40.00
?8.8 Director Obtained 10 Units of Continuing Education (CEU)	Yes
?8.9 Photocopier Available for Staff	Yes
?8.10 Internet Computer Available for Staff	Yes

Section 9: Resource Sharing

Interlibrary Loans

An item of library material, or a copy of the material, is made available by one autonomous library to another upon request. The libraries involved in interlibrary loan are not under the same library administration.

?9.1 Statewide Interlibrary Loan (ILL) Offered to Patrons	Yes
9.2 ILL Received from other Libraries (Borrows) ¹⁴	8
9.3 ILL Provided to other Libraries (Lends)	75
9.4 Integrated Library System (ILS)/Library Management System (LMS) Used	Book Systems (Atrium, Concourse)

BAY CITY PUBLIC LIBRARY 2023**Section 10: Internet and Electronic Services**

?10.1Public Internet Access Computer with Printer/Copier	Yes
10.2Total Internet Computers Used by General Public	21
10.3Annual Uses of Public Internet Computers	3,986
10.3aReporting Method for Public Internet Computer Uses	Annual Count
10.4Annual Wi-Fi Sessions	0
10.4aReporting Method for Wireless Sessions	
10.5Annual Website Visits	3,262

Section 11: Library Hours

11.1Annual Public Service Hours for Central Library	2,407
11.2Annual Public Service Weeks for Central Library	50
?11.3Weekly Service Hours All Facilities Available (Unduplicated Hours for branches)	51
11.4Weekly Hours Central Library Open - Regular Schedule	50
11.5Weekly Hours Central Library Open - Summer Schedule	50

Section 12: Branches/Bookmobiles

BAY CITY PUBLIC LIBRARY 2023

Outlets

Library Contact Information.

This section requests information for contacting the library, its staff, board, and friends group. The information you submit on this form is [Public Information](#). In addition, the information being entered may be subject to interception via common Internet tools. Business email addresses are not considered confidential under the Texas Public Information Act. **To help ensure your privacy, always enter your business email address rather than your personal email address when such an address is requested.**

Please read our Web Policies and Disclaimers [Web Policies and Disclaimers](#).

Outlet (Location)	Sargent Branch Library
B1.1 Branch or Bookmobile	Branch
B1.2 Outlet Legal Name	Sargent Branch Library
B1.3 Mailing Address Street	1100 7th St
B1.4 Mailing Address City	Bay City
B1.5 Mailing Address ZIP Code	77414
B1.6 Mailing Address Zip+4 Extension	4915
B1.7 Physical/Shipping address - Street	20305 FM 457
B1.8 City	Sargent
B1.9 ZIP Code	77414
B1.10 ZIP+4 Extension	4180
B1.11 Phone	9794761335
B1.12 Library General Email Address	sargentbranchlibrary@cityofbaycity.org
B1.13 Branch Manager/Library Director First Name	Samantha
B1.14 Branch Manager/Library Director Last Name	Denbow

Outlet Facility Information

Outlet (Location)	B2.1 Year Facility Built	B2.2 Square footage of the branch library	B2.3 Branch Renovation, Expansion, New Construction	B2.4 Year Most Recent Branch Renovation	B2.5 Facility Suitability for Public Service	B2.6 Plans for Facility Modification in Place?	B2.7 Age of Network/Computer Hardware	B2.8 Plans for Outlet Tech Upgrade within 3 Years?
Sargent Branch Library	1982	1,700	No	2020	Adequate	Yes	No	No

BAY CITY PUBLIC LIBRARY 2023

Outlet Library Service Information

Outlet (Location)		B3.1 Established Schedule in Place	B3.2 Annual Public Service Hours - Branch or Bookmobile	B3.3 Annual Public Service Weeks- Branch or Bookmobile
Sargent Branch Library		Yes	1,110	50

BAY CITY PUBLIC LIBRARY 2023

Next Steps

Congratulations! You've reached the end of the survey! You still have a few very important things to do, though.

At the top, right-hand side of this page are two buttons: 'Verify' and 'Submit/Lock'

FIRST: Click the Verify button. This will run additional edit checks and alert you to anything that still needs an explanation. Examples are shown in the Help link at the top-right side of this webpage on the "Managing Data" tab.

NOTE: Please make any edit check Notes as descriptive as possible. The more complete the explanation you provide us, the less likely it is that we will need to contact you for additional information/explanation.

THEN: Once you have the edit checks completed and the data verified, click on: 'Submit/Lock'

If you click 'Submit/Lock' and you are taken to a white screen with "Required Indicator!" or failed edit check messages, please click the "HERE" link to return to your report. You will need to know the question number, or the section, to which to return.

When the data has been successfully submitted, you will see the locked symbol. That is your assurance that we know you have completed the survey and we can begin our analysis.

Almost done!...

FINALLY: One last thing needs to be completed.

To be considered for accreditation, the library must also complete the "[Accreditation in State Library System Application](#)".

Where to find a blank copy of the Application:

--> Texas LibPAS portal Home page: <https://tx.countingopinions.com/>,

--> Texas State Library Public Libraries Annual Report webpage: <https://www.tsl.texas.gov/ldn/annualreport>.

--> In the printed worksheet. Once the report is locked, the "DRAFT" watermark will no longer be present. Reports can be locked and opened as necessary until April 30.

Once signed, the application should be forwarded to Library Accreditation in the Library Development & Networking Division (LDN) of the Texas State Library. Scan and email the Application to accreditation@tsl.texas.gov. Documents are saved electronically, so no original copy is needed.

NOW you are done! CONGRATULATIONS!!

BAY CITY PUBLIC LIBRARY 2023

- ¹, 3.8 Less costs for maintenance, less costs at utilities and phone services(0-2024-04-11)
- ², 3.8a ILL Reimbursement, Donation of \$500 for purchase of books to give away at event(0-2024-04-11)
- ³, 74.3 Local funds from City General Fund and County Contributions(0-2024-04-11)
- ⁴, 5.6 ILL Reimbursement(0-2024-04-11)
- ⁵, 7.2 Began tracking reference transactions(0-2024-04-11)
- ⁶, more attendees(0-2024-04-11)
- ⁷, more attendees(0-2024-04-11)
- ⁸, more attendees(0-2024-04-11)
- ⁹, more attendees(0-2024-04-11)
- ¹⁰, more attendees(0-2024-04-11)
- ¹¹, no virtual offered(0-2024-04-11)
- ¹², more attendees(0-2024-04-11)
- ¹³, 7.26 no recorded programs(0-2024-04-11)
- ¹⁴, 9.2 same number received(0-2024-04-11)

Municipal Court Oct.-Dec. 2023

Cash Collections

Cash	Check	Money Order	Credit Card	Total
\$16,387.43	\$691.00	\$1,180.65	\$29,473.60	\$47,732.68

Non-Cash Collections

Jail Time	Waived	Community Service	Indigent	Total
\$41,328.03	\$1,410.60	\$7,460.15	\$3,898.00	\$54,096.78

Filed Cases Oct.-Dec. 2023

Filed Cases	Oct	Nov	Dec	Total
State Law	21	23	22	66
Traffic	146	125	73	344
City Ordinance	5	13	2	20
Parking	0	0	1	1
Total Filed	172	161	98	431

Warrants Issued

Warrants Issued	Oct	Nov	Dec	Total
Class C	51	13	41	105
Felony	11	5	6	22
A/B Misd	20	8	6	34

Disposed Cases

Method	Oct	Nov	Dec	Total
Comm Serve	13	12	3	28
Dismissed DSC	5	4	4	13
Dismissed after Def	2	8	3	13
Presented Insurance	0	1	0	1
Compliance Dismissal	7	8	12	27
Dismissed By Prosecutor	9	6	8	23
Grand Total	36	39	30	105

Magistrations

Class A/B Misdemeanors: 31

Felonies: 27

Requests for Council A/B: 0

Requests for Council Felonies: 3

MOEP's Issued: 5

Ignition Interlock: 1

Bond Conditions: 22

Special Projects

- National Night Out
- Municipal Courts Week Festivities
- Coloring Contest Awards Lunches
- Software Conversion from Incode to I3Verticals



Thank you



**WADLER
PERCHES
KERLICK**

www.wpk-law.com

ATTORNEYS AT LAW

ITEM #7.

SHAREHOLDERS:

JOHN D. PERCHES
I. RAY KERLICK

OF COUNSEL:

RACHEL L. RUST
LARRY E. WADLER (RETIRED)

ASSOCIATES:

SHEA A. KRAUSKOPF
BRIAN C. BANKHEAD

Writer's email: skrauskopf@wpk-law.com

February 23, 2024

City Council of Bay City
C/O Scotty Crow Jones, Interim
City Manager
1901 Fifth Street
Bay City, Texas 77414

Via email only
sjones@cityofbaycity.org

RE: Request for Annexation of Property

Dear Ms. Jones:

I am writing this letter on behalf of BC Development Group, LLC (hereinafter "BC Development") to formally request the annexation of the property more particularly described by the survey and metes and bounds enclosed herein (hereinafter, the "Property").

The Property is located just outside of city limits, in the Extra-Territorial Jurisdiction of the City of Bay City (hereinafter, the "City"). As you are aware, BC Development intends to develop The Reserve at River Bend apartment complex on the Property. BC Development believes that annexing this Property will bring mutual benefits for both BC Development and the City by adding needed amenities and tax base to the City. Further, BC Development is committed to complying with all reasonable annexation requirements and standards set forth by the City, and understands the responsibilities and obligations associated with the same.

I kindly request that the City review this annexation proposal as soon as possible. If there are additional requirements or procedures that we need to follow, please feel free to contact me at skrasukopf@wpk-law.com or (979) 245-5445.

Thank you for your prompt attention to this matter and we look forward to working collaboratively to complete the annexation process.

Very truly yours,

SHEA A. KRAUSKOPF

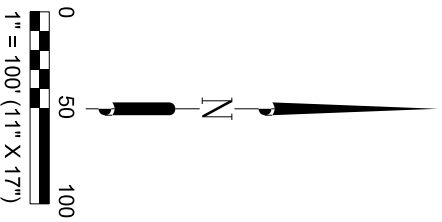
Enclosures
SAK:IRK:tb

LEGEND

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

● FOUND IRON PIPE/ROD	— SUBJECT TRACT
○ SET 3/4" IRON ROD W/ SURVEY CAP TFW 85.77"	— ADJACENT TRACT
— FIRE HYDRANT	— EASEMENT LINE
— POWER POLE	— TOP BANK
— OH — OVERHEAD WIRE	— FENCE
— 50 — MAJOR	— BARB WIRE
— 50.5 — INTERVAL	— CHAINLINK
— 51 — MINOR	— HOG WIRE

M.C.D.R. = MATAGORDA COUNTY DEED RECORDS
M.C.O.R. = MATAGORDA COUNTY OFFICIAL RECORDS
M.C.P.R. = MATAGORDA COUNTY PLAT RECORDS



THE CITY OF BAY CITY
CALLED 8.629 ACRE TRACT
CLERK'S FILE NO. 2009-095199
M.C.O.R.

25' WIDE DRAINAGE EASEMENT
ACCORDING TO CITY OF BAY CITY
DEPARTMENT OF PUBLIC WORKS EXHIBIT
DATED: MAY 12, 2004

GCA VENTURES, LLC
REMAINDER OF A
CALLED 28.24 ACRE TRACT
CLERK'S FILE NO. 2007-073954
CLERK'S FILE NO. 2007-079080
M.C.O.R.

20' WIDE UTILITY EASEMENT
ACCORDING TO CITY OF BAY CITY
DEPARTMENT OF PUBLIC WORKS EXHIBIT
DATED: MAY 12, 2004

POINT OF BEGINNING
FND. 5/8" I.R. W/CAP
X: 2929033.93
Y: 13551742.48

CP LIVING 23 ADDITION
RESERVE 'A'
CALLED 3.097 ACRE TRACT
PLAT FILE NO. 547A-547B
M.C.P.R.

JAMES VINCENT MALONEY
& JAMES GRANT ALLISON
REMAINDER OF A
CALLED 1.000 ACRE TRACT
CLERK'S FILE NO. 2007-079960
O.R.



Travis T. Wachtstetter
TRAVIS T. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6577

I, TRAVIS T. WACHTSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN HEREON.
DATE SURVEYED: FEBRUARY 20, 2023

**SUBJECT
5.827 ACRE TRACT**

NILE VALLEY ROAD (100' R.O.W.)
N 4°34'37" E 353.03'

N 83°34'29" W 719.33'

S 4°34'37" W 353.03'

DR. MARTIN LUTHER KING, JR. DRIVE - 2ND STREET SPUR (80' R.O.W.)

THE CITY OF BAY CITY
CALLED 2.042 ACRE TRACT
CLERK'S FILE NO. 2009-095198
M.C.O.R.

AEP TEXAS, INC.
CALLED 5.500 ACRE TRACT
CLERK'S FILE NO. 2019-34
M.C.O.R.

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (S.F. = 0.9998447511)
3. THIS SURVEY RELIED ON A TITLE COMMITMENT FROM BAY CITY ABSTRACT & TITLE COMPANY, G. F. NO.: 202301035, EFFECTIVE DATE: JANUARY 25, 2023, ISSUED DATE: JANUARY 31, 2023, FOR ALL ITEMS OF RECORD.
4. THE EASEMENTS SHOWN HEREON ARE BASED UPON THE CITY OF BAY CITY DEPARTMENT OF PUBLIC WORKS EXHIBIT DATED: MAY 12, 2004 AND NO RECORDING OF SAID EASEMENTS HAS BEEN LOCATED AS OF THE DATE OF THIS SURVEY.
5. THIS SURVEY PLAT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION A COPY OF WHICH IS ON FILE IN THE OFFICE OF DOYLE & WACHTSTETTER, INC.

SURVEY PLAT OF A
5.827 ACRE TRACT

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 1/4 LEAGUE
ABSTRACT 92
MATAGORDA COUNTY, TEXAS
FOR
BC DEVELOPMENT GROUP, LLC

G.F. NO.: 202301035
NILE VALLEY ROAD

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTEL, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940
SURVEYED: CAC 02-20-23 BOOK NO.: MAT. CO. VOL. 2661 PROJECT NO.: TTV 10-09-23
DRAWN BY: HRG 10-09-23 CHECKED: TTV 10-09-23 REVISION: 15242-23-01 NONE



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**BC DEVELOPMENT GROUP, LLC 5.001 ACRE TRACT
REUBEN P. T. STONE ¼ LEAGUE, ABSTRACT 92
MATAGORDA COUNTY, TEXAS
PAGE 1 OF 2**

ALL THAT CERTAIN 5.001 ACRE TRACT of land lying and situated in the Reuben P. T. Stone ¼ League, Abstract 92, Matagorda County, Texas, being a portion of all that certain called 28.24 acre tract of land conveyed by warranty deed on July 31, 2007 from J. N. McDonald, Jr. and Barbara Jean McDonald to GCA Ventures, LLC, as recorded in Clerk's File No. 2007-075954 of the M.C.O.R., said 5.001 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F.= 0.99988447511) as follows:

BEGINNING at the northwest corner of said GCA Ventures, LLC called 28.24 acre tract, from which a found 5/8" iron rod with survey cap bears North 83°34'29" West a distance of 0.40 feet, being the southwest corner of all that certain called 3.0975 acre tract of land conveyed by special warranty deed on December 30, 2021 from CP 23 (TX), LLC to Mohammed Atiq Dada, as recorded in Clerk's File No. 2022-75 of the M.C.O.R. and being the same tract of land referred to as Reserve 'A' on the plat of CP Living 23 Addition, as recorded in Plat File No. 547A-547B of the Matagorda County Plat Records (M.C.P.R.), same being a point on the eastern right-of-way boundary line of the 100 foot wide Nile Valley Road, for the northwest corner and **POINT OF BEGINNING** of the herein described 5.001 acre tract, being located at Texas State Plane coordinate position X=2929034.12 and Y=13551742.46;

THENCE South 83°34'29" East, coincident with the northern boundary line of said GCA Ventures, LLC called 28.24 acre tract, being the southern boundary line of said Mohammed Atiq Dada called 3.0975 acre tract, at a distance of 450.00 feet pass the southeast corner of said Mohammed Atiq Dada called 3.0975 acre tract, being the southwest corner of the remainder of all that certain called 52.74 acre tract of land conveyed by warranty deed on December 11, 2007 from Beadle Moore, Jr., et al, to James Vincent Maloney and James Grant Allison, as recorded in Clerk's File No. 2007-079960 of the M.C.O.R., and continuing for a total distance of 719.33 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking a point on the northern boundary line of said GCA Ventures, LLC called 28.24 acre tract, being a point on the southern boundary line of said James Vincent Maloney and James Grant Allison called 52.74 acre tract, for the northeast corner of the herein described 5.001 acre tract, at position X=2929748.86 and Y=13551661.97;

THENCE South 4°34'06" West, crossing said GCA Ventures, LLC called 28.24 acre tract, a distance of 303.00 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking the southeast corner of the herein described 5.001 acre tract, at position X=2929724.73 and Y=13551359.97;

THENCE North 83°34'29" West, continuing across said GCA Ventures, LLC called 28.24 acre tract, a distance of 719.33 feet to a 5/8" iron rod with survey cap marked "TTW RPLS 6577" set marking a point on the western boundary line of said GCA Ventures, LLC called 28.24 acre tract, being a point on the eastern right-of-way boundary line of said Nile Valley Road, for the southwest corner of the herein described 5.001 acre tract, at position X=2929009.99 and Y=13551440.46;

**BC DEVELOPMENT GROUP, LLC 5.001 ACRE TRACT
REUBEN P. T. STONE ¼ LEAGUE, ABSTRACT 92
MATAGORDA COUNTY, TEXAS
PAGE 2 OF 2**

THENCE North 4°34'06" East, coincident with the western boundary line of said GCA Ventures, LLC called 28.24 acre tract, being the eastern right-of-way boundary line of said Nile Valley Road, a distance of 303.00 feet to the **POINT OF BEGINNING**, and containing 5.001 acres of land, more or less.

Travis T. Wachtstetter

**Travis T. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 6577
March 7, 2023**



*This description is based on a survey, a plat of which, dated February 20, 2023, is on file in the office of Doyle & Wachtstetter, Inc.
Legal\Travis\Matagorda County\Bay City\BC Development Group, LLC 5.001 Acre Tract.doc*



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: Jessica Russell **Date Submitted:** 04/04/2024
Last, First *MM/DD/YYYY*

Requestor Type: BCCDC Staff **Meeting Date:** 04/09/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Executive Director, BCCDC
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 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

Executive Summary of Item:

Background:

On 01/29/24, the Bay City Community Development Corporation (BCCDC) approved entering into an agreement with the City regarding a project to provide funding for public safety facilities. The BCCDC may not undertake a Project authorized under Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Bay City, Texas adopts a resolution authorizing the Project after giving the resolution at least two separate readings.

Financial Implications:

The BCCDC has approved a project in which BCCDC will participate in the amount of \$700,000 for the location of a Public Safety Project at a mutually agreed upon location.

Recommendation: Approve first reading of resolution.

Attachments: Resolution

RESOLUTION R-2024-019

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

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

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

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

WHEREAS, the BCCDC has approved a project in which BCCDC will participate in the amount of \$700,000 for the location of a Public Safety Project at a mutually agreed upon location (said location is not disclosed herein due to ongoing confidential real estate negotiations between the City of Bay City and the property owner); and

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

WHEREAS, the City Council of the City of Bay City, Texas finds that a public hearing was held by BCCDC on this project on April 1, 2024, and

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

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

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON April 9, 2024, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2024.

APPROVED AND ADOPTED on _____, 2024.

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

ATTEST

JEANNA THOMPSON, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFEY,
CITY ATTORNEY

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
AUTHORIZING THE BAY CITY COMMUNITY DEVELOPMENT CORPORATION TO
ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF
BAY CITY FOR A PROJECT TO OBTAIN A QUIET ZONE STUDY**

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

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

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

WHEREAS, the BCCDC has approved a project in which BCCDC will participate in the amount not to exceed \$28,900.00 for the funding of a Quiet Zone Study aimed toward creating a Quiet Zone in Bay City, Texas, and

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

WHEREAS, the BCCDC agrees to participate in funding for the Quiet Zone study in an amount not to exceed \$28,900.00. The purpose of such study is to explore designating stretches of track where the routine sounding of train horns while approaching public crossings is not required provided safety improvements meet Federal Railroad Administration regulations for quiet zone implementation.

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

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2024, AND ON SECOND READING AT THE CITY OF BAY CITY, TEXAS ON _____, 2024.

APPROVED AND ADOPTED on _____, 2024.

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

ATTEST

JEANNA THOMPSON, CITY SECRETARY
CITY OF BAY CITY, TEXAS

APPROVED AS TO FORM:

ANNE MARIE ODEFEY,
CITY ATTORNEY

RESOLUTION 2024-R-_____

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 TOURISM ADVISORY COUNCIL, CITY OF BAY CITY, TEXAS.

WHEREAS, the Tourism Advisory Council was created by the City Council of the City of Bay City, Texas pursuant to Ordinance 1614; and

WHEREAS, the Bay City Tourism Advisory Council By-Laws Article 2 requires five (5) to nine (9) members appointed by the Mayor, subject to City Council consent; and

WHEREAS, it is the desire of the City to appoint Celeste Cash, Octavio Fernandez, and Amanda Garcia to serve a term of three (3) years; and

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

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

Section 2. Appointments. Celeste Cash, Octavio Fernandez and Amanda Garcia are deemed appointed to the Tourism Advisory Council.

APPROVED AND ADOPTED on this the 23rd day of April 2024.

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney



**TOURISM DEPARTMENT, CITY OF BAY CITY, TEXAS
NOMINATIONS FOR THE BAY CITY TOURISM ADVISORY COUNCIL**

The following is a list of nominees recommended for approval to the Tourism Advisory Council, and how they qualify for the council based on the predefined categories as stated in the Bay City Tourism Advisory Council By-Laws.

BAY CITY TOURISM ADVISORY COUNCIL BY-LAWS: ARTICLE 2. b)

Members shall be appointed from the following categories: the arts community, the hotel/motel industry, the restaurant industry, major tourist attractions, eco-tourism, and representatives from local county tourist destinations (i.e. Matagorda, Palacios and Sargent).

Celeste Cash	(Tourist Attraction)	Historic Downtown Bay City
Octavio Fernandez	(Hotel / Motel Industry)	Hampton Inn
Amanda Garcia	(Arts Representative)	Artist



CITY OF BAY CITY
1901 FIFTH STREET
BAY CITY, TEXAS 77414
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AGENDA ITEM SUBMISSION FORM

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Requestor Name: Mason, Krystal **Date Submitted:** 04/18/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 04/23/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Assistant 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 the Solid Waste Collection Services contract between the City of Bay City and Waste Corporation of Texas, L.P. DBA GFL Environmental.

Executive Summary of Item:

GFL Environmental was awarded the bid for solid waste collection services for removal of solid waste, yard trash and bulky waste generated by residents within Bay City. The contract sets a term of service of five years, with one five-year renewal option and requires expanded customer information, education, and communication in both digital and printed materials as well as a social media and online presence.

**AGREEMENT FOR
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES (this “Agreement”) made and entered into on the 1st day of October, 2023, (the “Effective Date”) by and between the City of Bay City, a political subdivision of the State of Texas and, by and through its City Council (“City”) and Waste Corporation of Texas, L.P. DBA GFL Environmental, (“Contractor”).

WHEREAS, the City deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste, yard trash and bulky waste generated by residents within the City and that such action is a valid exercise of powers of the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

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

The conditions and defined terms set forth in this request for proposal may be incorporated into any future contract and shall be the guide for Proposals submitted to the City of Bay City for the goods and/or services specified.

1.0 CONDITIONS

1.1 Assignment

The Contractor shall not directly or indirectly subcontract, sell, convey, transfer, assign the awarded contract, in whole or in part, or any rights, interests, duties, or obligations of the contract, in whole or in part, without the prior written consent of the City of Bay City, and any purported subcontract, sale, conveyance, transfer or assignment by the Contractor without prior written consent of the City of Bay City will be null and void and not binding on the City of Bay City.

1.2 Communication

The Contractor shall direct all contact with the City of Bay City through the City of Bay City's designated representative in the contract. The Contractor will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Bay City unless specifically approved, or requested by the City of Bay City.

1.3 Compliance with Laws

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City of Bay City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then the Contractor shall immediately desist from and correct such violation.

1.4 Conflict of Interest

The Contractor shall file a completed Conflict of Interest Questionnaire, found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, with the City of Bay City.

1.5 Discrimination Prohibited

The Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

1.6 Ethics

The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of Bay City except in accordance with City of Bay City Policy.

1.7 Exclusive Services

The Contractor shall have the exclusive right to provide solid waste disposal and collection services to residential customers and commercial customers within the City of Bay City. The exclusive right does not include the provision of solid waste services to construction projects within the City of Bay City.

1.8 Franchise Fee

There will be no franchise fee charge. Therefore, the cost proposal shall not include any costs to recover franchise fee payments.

1.9 Indemnity

THE CONTRACTOR WILL INDEMNIFY AND SAVE HARMLESS THE CITY OF BAY CITY, ITS OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEY’S FEES ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. THE CITY OF BAY CITY WILL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS.

1.10 Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City of Bay City before commencement of work hereunder.

1.11 During the term of the contract, the Contractor shall maintain in full force, at its expense, insurance coverage with minimum limits as follows.

Coverage	Limits of Liability
Workers Compensation	Statutory
Employer’s Liability	Statutory
Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
Automobile Bodily Injury Liability	\$500,000 per occurrence
Automobile Property Damage Liability	\$500,000 per occurrence

1.12 License and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City of Bay City and the State.

1.13 Ownership

Title to refuse, dead animals, and recyclable materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin, cart, or container, or removed by Contractor from the customer's premises, whichever last occurs.

1.14 Sales Tax

The City of Bay City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

1.15 Silence of Specifications

The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

1.16 Subcontractors

The Contractor shall be the sole source of contact for the contract. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.17 Term of Service

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City of Bay City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

1.18 Termination for Cause

If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City of Bay City shall notify the Contractor by registered or certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of the City of Bay City's claim that the Contractor has substantially breached the terms and provisions of this Contract. The Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from the City of Bay City to remedy any failure to perform. Should the City of Bay City deem the failure to perform remedied, no hearing shall be held.

Should the Contractor fail to remedy its performance, after a hearing described herein, the City of Bay City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to the Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall

include the specific reasons in support of the City of Bay City’s claim that the Contractor has substantially breached the terms and provisions of the Contract. Should the City of Bay City still deem the Contractor to have failed in its performance, said hearing shall be conducted in public by the City of Bay City, City Council and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City of Bay City, City Council makes a finding that the Contractor has failed to provide adequate refuse or recycling collection services for the City of Bay City or has otherwise substantially failed to perform its duties hereunder, the City of Bay City Council may terminate this Contract.

1.19 HB 89 and SB 252 Certifications

Contractor shall certify that the Contractor does not and will not boycott Israel during the term of the Contract in accordance with Chapter 2270, Texas Government Code. Additionally, Contractor shall certify that the Contractor is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

2.0 DEFINED TERMS

- 2.1 Automated Collection: Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.
- 2.2 Bags: Any sack made of city-approved material, designed to store garbage and rubbish and having sufficient wall strength to maintain physical integrity when lifted from the top, with the opening closed by tie or other seal. The total weight of a bag shall not exceed thirty-five (35) pounds.
- 2.3 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 2.4 Bin (Residential Recycling): See Recycling Container.
- 2.5 Brush and Tree Limbs: Brush and tree limbs that are less than five (5) feet in length and are with weights or volumes potentially greater than those allowed for bagged yard waste of fifty (50) pounds.
- 2.6 Bulky Item/Waste: Large objects or stable matter with weights and/or dimensions and proportions greater than those allowed for in basic collection including but not limited to refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items. The term “bulky waste” does not include construction waste, dead animals, hazardous waste, infectious waste, medical waste or toxic waste or tires.
- 2.7 Bundle: Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding five (5) feet in length, eighteen (18) inches in diameter, or 50 pounds in weight.
- 2.8 Business Day: any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City of Bay City.

- 2.9** Cart: see Poly cart (toter) (2.02.029)
- 2.10** City: The City of Bay City.
- 2.11** Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial or Industrial Unit.
- 2.12** Commercial Unit: Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores, and warehouses.
- 2.13** Construction and Demolition Waste: Solid Waste resulting from construction, remodeling or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials, or Bulky Items.
- 2.14** Container: Any receptacle, including, but not limited to, polycarts, dumpsters, and roll-offs, provided to the City of Bay City by the Service Provider and utilized by a Commercial, Industrial, or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials.
- 2.15** Contractor: A private firm seeking to be designated by the City of Bay City for the collection, transportation, and/or disposal of solid and bulky waste, recyclable materials collection and processing, and household hazardous waste collection and disposal by submitting a proposal in response to this RFP.
- 2.16** Customer: An occupant of a Residential, Commercial, Multi-Family Residential, or Industrial Unit who generates refuse and recyclable materials.
- 2.17** Dead animals: An animal or portion thereof, having expired from any cause and not having been processed for a food product.
- 2.18** Disposal Site: A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all government bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 2.19** Event Boxes: A container provided by the Contractor for the collection of trash at festivals, fairs, concerts, and any public event sponsored by the City. The containers include dumpsters of any size, trash event boxes constructed of cardboard or stronger material with the side print approved by the City, and Port-O-Lets.
- 2.20** Garbage: Solid waste consisting of putrescible animal or vegetable waste material resulting from the handling, preparation, cooking and consumption of food, including waste material

from markets or storage facilities, as well as resulting from the handling of and sale of produce and other food products.

- 2.21** Green Waste: Brush and Tree Limbs or Yard Waste as those terms are defined in this section.
- 2.22** Handicapped Residential Unit: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential unit shall be certified by the City of Bay City and agreed to by the Service Provider.
- 2.23** Hazardous Waste: Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or state of Texas Statute, rule, order, or regulation.
- 2.24** Household Hazardous Waste: as defined by the Texas Commission on Environmental Quality, household hazardous waste includes” leftover or used household products [that] contain chemicals that can present safety concerns if not managed properly”. Household hazardous waste items can include: corrosive cleaners, fluorescent light bulbs, fuels (gasoline, propane, diesel), mercury, paints (oil-based or some anti-mildew latex), pesticides, pool chlorine and acid, batteries, and wood stains or varnishes.
- 2.25** Industrial Unit: Any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.
- 2.26** Landfill: Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality (TCEQ) within the State of Texas, or the appropriate governing agency for landfills located outside of the State of Texas.
- 2.27** Multi-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.
- 2.28** Municipal Solid Waste: Solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include construction and Demolition Waste or Hazardous Waste.
- 2.29** Poly cart (toter): a container used for solid waste with a capacity of ninety-five (95) gallons or greater, or a container used for recyclable materials with a capacity of sixty-five (65) gallons or greater. Such containers must include a lid and durable wheels that allow customers to roll such containers to the curbside for solid waste and recyclable material collection.

- 2.30** Premises: Real property or any improvements to real property, whether temporary or permanent, and any and all personal property, whether temporarily or permanently located upon real property, including mobile homes, vehicles, trailers, vending carts, booths, stalls, structures, mobile facilities and other facilities used or occupied by any person or entity for any purpose.
- 2.31** Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 2.32** Resident(s): a person who resides at a residential unit.
- 2.33** Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 2.34** Residential Unit: A dwelling unit or structure, or any portion thereof, within the limits of the city occupied by a person or group of persons for residential purposes. Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 2.35** Roll-Off: A watertight receptacle, with a capacity of twenty (20) cubic yards to forty (40) cubic yards, intended to be loaded onto a motor vehicle.
- 2.36** Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600degrees Fahrenheit to 1800 degrees Fahrenheit).
- 2.37** Shall or Must: Mandatory and not merely discretionary or optional.
- 2.38** Single-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, a single person or family unit that accumulates Municipal Solid Waste and Recyclable Materials.
- 2.39** Small Volume Commercial Unit: A retail or light commercial type business similar to a residential customer which generates no more than one (1) cubic yard of refuse per week.
- 2.40** Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnis

and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

- 2.41** Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.
- 2.42** Stable Matter: Inert and essentially insoluble waste, including materials such as rock, brick, glass, dirt and certain plastics, rubber, etc... that are not readily decomposable.
- 2.43** Temporary Construction Sites: Sites of construction that do not exceed eighteen (18) months.
- 2.44** Timely Manner: the period within which the Contractor must respond to an inquiry, complaint, or request by the City of Bay City or a customer. Responses should occur within twenty-four (24) hours of initial contact, unless initial contact occurs on a weekend, holiday, or after scheduled hours.
- 2.45** Unusual accumulated: (a) for residences, each regular collection more than six (6) containers of garbage, or the equivalent; (b) for commercial establishments, accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulk objects such as furniture or appliances; and, (d) materials judged by the Contractor to be hazardous such as oil acid, or caustic materials.
- 2.46** White Good: Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink, or washer and dryer.
- 2.47** Yard Waste (Green Waste): All items from a yard that can be bagged such as bagged brush or tree limbs, bagged grass clippings and bagged plants, weeds, leaves, or branches weighing less than fifty (50) pounds.

3.0 SCOPE OF SERVICES

3.1 Contract Term

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. The term of service shall begin **October 1, 2023**. Should either the City of Bay City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

Pursuant to the Texas Public Finance Act, this agreement shall be reviewable on an annual basis and subject to the sufficiency of public funds available for payment of the amounts due in this agreement in the following budget year. In the event there are not sufficient funds in the budget for the following year, the City may terminate this

agreement. Upon termination, City shall have no further obligation under this agreement. The City may not arbitrarily seek relief under this provision, but must show an actual budgetary loss of funds for this service.

3.2 Customer Accounts

The number of residential and commercial customers to be served by the Contractor may be increased or decreased by the City at any time, subject to not less than ten (10) day’s prior written notice of any such increase or decrease.

3.3 Single-Family Residential Services

Customers are provided with a ninety-six (96) gallon capacity poly cart (also called toters) for solid waste by the contractor. Solid waste collection occurs twice weekly provided that (a) solid waste is placed in polycarts provided by the contractor, and (b) that such polycarts are placed unobstructed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

Bulky items/waste, brush/tree trimmings and yard/green waste collection services shall be provided to single-family residential units. Bulky items/waste, brush/tree trimmings and yard/green waste are collected once per week on a day designated by the City of Bay City, provided that the wastes are (a) placed at the curbside not later than 7:00 a.m. on collection day, (b) are reasonably contained, and (c) do not exceed two (2) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. White goods containing refrigerants are not collected by the current contractor unless they have been certified in writing by a professional technician to have had all such refrigerants removed. The Contractor may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of bulky items or green/yard waste if bulky items/waste, brush/tree trimmings or yard/green waste exceeds the allowable amount.

3.4 Commercial, Industrial, and Multi-Family Residential Services

The contractor shall provide solid waste collection, hauling, and disposal services up to six (6) times per week for commercial, industrial, and multi-family residential units. Small volume commercial accounts are provided one (1) 96-gallon poly cart that is serviced two (2) times per week. Commercial, industrial and multi-family residential units shall be provided dumpsters for these services. Dumpsters shall be offered in the following sizes: 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, and 8 cu yd. The contractor is required to work with commercial, industrial, and multi-family residential units to coordinate a sufficient level of service.

3.5 Roll-off Services

The contractor shall negotiate an agreement for roll-off services with each commercial, industrial, or residential unit on an individual basis. The contractor shall supply the roll-off container within two (2) business days after requested with an established customer with approved payment arrangements. New customers are contacted by the next business day following a request and roll-offs are provided within three (3) business days after payment arrangements are approved.

3.6 Municipal Services

- A. **Municipal Facilities:** The contractor shall provide, at no cost to the City of Bay City, collection, transportation, and disposal of solid waste at City owned, operated, or designated sites. Such sites include but are not limited to City Hall, Police Department, Library, Airport, Public Works, City Parks, and Sports Complex. The contractor shall provide the container for each site based on service level.

- B. **Special Events:** The contractor shall provide, at no cost to the City of Bay City, collection, transportation, and disposal of solid waste at special events sponsored by the City of Bay City. Events include but are not limited to 4th of July Fireworks; concerts in the park; Christmas in the park; and Day of the Dead. The Contractor shall provide one hundred (100) special event boxes annually. In addition to the event boxes, the Contractor may supply polycarts or dumpsters depending on the anticipated service level of the event.

- C. **City Wide Clean Up Events** – The contractor shall provide five (5) roll-off containers, minimum of forty (40) cubic yards per event. The contractor shall provide personnel and equipment capable of unloading and loading bulky waste items.

- D. **Roll-off containers:** The contractor shall provide, at no cost to the City of Bay City, a roll-off container (30 or 40 cubic yard) with up to forty (40) hauls per year to be used at the City’s discretion.

- E. **Illegal dump waste piles** – The contractor shall provide for collection, transportation and disposal of waste piles identified as illegal dumping at no cost to the City of Bay City.

3.7 Disposal and Processing Services

The Contractor shall have and maintain during the term here of, adequate disposal and processing capacity for the City of Bay City’s needs. All solid waste collected under the contract shall be disposed of at a landfill properly authorized under all applicable federal, state, and local laws. Only brush/tree trimmings and yard/green waste may be disposed of in the City-owned brush yard at no charge to the Contractor.

3.8 Set-out Limits and Collection Location

- A. The set-out limit for residential customers is defined as follows: all materials set-out are to be collected and shall be placed unobstructed within 5 feet of the curbside.

- B. For items that do not follow set-out limits, the Contractor will leave and tag such items with a notice informing the resident of the correct set-out limit.

- C. The contractor will report any addresses where tagged items were left daily to the City of Bay City designee and by email and in the weekly complaint report to the City of Bay City.

- D. Residential customers that are unable to place materials within 5 feet of curbside shall contact the Contractor to request an alternate collection location. The Contractor agrees to assist Handicapped Residential Units with house-side collection of their Containers;

provided, that the Contractor receives prior written notice from the Handicapped Residential Unit of such special need. The City of Bay City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

3.9 Collection Days and Schedule

Collections shall be provided between 7:00 a.m. and 7:00 p.m. on the scheduled service day. The Contractor shall dispose of waste within the operating hours of the disposal site. The Contractor shall provide the City of Bay City with route collection maps and container locations for residential, commercial, industrial, and multi-family residential customers.

A. Weekends and Holidays

- 1. The Contractor will not be required to provide service on weekends or holidays, except during natural disasters or emergencies. The Contractor may, at its sole discretion, observe the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

B. The Contractor will not be required to a make-up day for residential routes that occur on the specified holiday. No make- up is required for green waste pick up. Residential Services

- 1. Shall be provided Monday through Friday, excluding holidays.
- 2. The Contractor shall not change collection days or schedules to residential customers without written authorization from the City of Bay City, City Council.

C. Commercial, Industrial, Multi-Family Residential, Roll-off, and Municipal Facility Services

- 1. Shall be provided six (6) days a week.
- 2. The City of Bay City shall determine the collection schedule and days for all City of Bay City facilities services.
- 3. Commercial, industrial, and multi-family residential services and roll-off services customers and the Contractor shall agree upon the collection schedule and days subject to no objection by the City of Bay City.

3.10 Missed Collections

When the Contractor is notified by an owner or occupant of a commercial, industrial, or residential unit that solid waste, construction or demolition waste has not been removed where no notice of non-collection or a change in collection schedule has not been received by the City of Bay City from the Contractor, or the Contractor has failed to collect without an acceptable cause, then the Contractor shall endeavor to collect the missed collection that same day if reported to the Contractor by 2:00 p.m. Missed collections reported after 2:00 p.m. shall be serviced the following business day by 12:00 p.m.

3.11 Disaster Debris Collection, Transportation, and Disposal

The Contractor will provide debris collection, transportation, and disposal services which may be required due to damage or destruction resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, hurricanes, tornados, earthquakes, etc., determined

by the City of Bay City. Such debris collection and disposal services shall be required to follow FEMA guidelines, as applicable. If the Contractor is not able to adhere to FEMA guidelines, the Contractor understands that the City of Bay City will procure debris collection and disposal services by other qualified contractors.

3.12 Spills, Leaks, and Litter

The Contractor shall exercise care to prevent spilling, leaks, and littering and shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking, and littering. The Contractor shall immediately pick up and clean up all spills, leaks, and litter resulting from Contractor’s vehicles, or by Contractor’s employees or subcontractor while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

3.13 Polycarts (toters):

The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to polycarts. The Contractor shall purchase polycarts that meet the requirements set forth in the contract including, but not limited to, the following requirements:

- A. Polycarts must be uniform in color and approved by the City of Bay City.
- B. Must be designed for automated or semi-automated solid waste collection services.
- C. Must include a lid and durable wheels that allow the customer to roll their cart to the curbside for set-out.
- D. Polycarts must be of high-quality and durability.

The Contractor shall deliver a new solid waste poly cart to each customer receiving services via polycart at the onset of the contract. Upon request, the Contractor shall deliver new polycarts to new customers. The Contractor will be responsible for responding to requests from and delivering polycarts to customers who need a cart replacement for whatever reason. Polycarts shall be delivered no later than two (2) business days after notice. Used polycarts must be cleaned prior to reentry into the system and delivery to customers. Damaged polycarts shall be removed at the same time a replacement poly cart is delivered.

3.14 Vehicles and Equipment

Vehicles used by the Contractor for the collection, hauling, recycling, and disposal of solid waste, construction and demolition waste shall be protected at all times while in transit to prevent the blowing or scattering of solid waste, construction and demolition waste onto the City of Bay City’s public streets, or properties adjacent thereto.

Collection vehicles shall be painted in the Contractor’s color or color schemes. Such vehicles shall be clearly marked with the Contractor’s name in letters and numbers so as to be easily read from a distance of 150 feet. No advertising shall be permitted other than the name and address of the contractor.

All equipment, including motor vehicles and trucks necessary to provide services shall, at the beginning of and throughout the contract, be in good condition and

repair, ordinary wear and tear excepted. To ensure adequate service, vehicles employed at the commencement of the contract shall not be greater than an average of seven (7) years old and during the life of the contract, all vehicles utilized shall be no more than an average of seven (7) years old. The trucks used in collection of garbage shall be all metal, with completely enclosed “packer” type bodies that are designed and manufactured for the collection of garbage and rubbish. Vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. All collection vehicles used by the Contractor shall be washed and deodorized once per week.

3.15 Dumpsters, Roll-Offs, and Compactors

The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, and compactors owned by the Contractor. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the Contractor and be kept in good condition and shall be cleaned at least once per year, or as directed by the City of Bay City.

Damage to dumpster, roll-off, or compactor on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the Contractor’s negligence. The Contractor shall repair or replace within one (1) business day any dumpster, roll-off, or compactor that the City of Bay City determines does not comply with applicable law or constitutes a health or safety hazard.

3.16 Lease Containers (Compactors)

The Contractor may lease containers for temporary waste storage weekly collection and disposal to the owner or occupant of the City’s commercial, institutional, and industrial customers. The Contractor shall lease the container at a rate approved by the City of Bay City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. The containers must be clearly marked with the Contractor’s name and telephone number in letters not less than two inches (2”) in height and must be maintained in the City-approved color scheme.

3.17 Customer Service

The Contractor will maintain an office or other facilities in Bay City through which they can be contacted during service hours by customers. They will make a contact phone number and email available to customers. The Contractor will maintain the existing sanitation phone number that is owned by the City of Bay City, 979-245-0368. The Contractor will field all inquiries and complaints from commercial, industrial, and residential units relating to the collection, hauling, recycling, and disposal of solid waste, construction and demolition waste, and recyclable materials and seek to provide a satisfactory resolution to complaints from customers. At a minimum, any customer complaint shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly addressed and reasonably resolved.

The Contractor shall maintain a log of complaints and shall provide a copy of the log to the City of Bay City on a weekly basis. Upon request, the Contractor will provide copies of all complaints indicating the date and hour received, address, name of customer, nature of the

complaint, and the manner and timing of its resolution.

3.18 Customer Information, Education, and Communication

The Contractor shall be responsible for the publishing and distribution of public education information, in both hard copy and electronic version for use on the City of Bay City’s website, upon the initial award of the contract. The information should contain a list of materials to be collected, a list of materials that cannot be collected or items which will require a special fee-based pick-up, how to prepare materials for residential solid waste and recycling service, and residential collection schedules. Said information shall be provided to every new customer. The information shall be updated by the Contractor and mailed out to all customers within two (2) weeks of any changes in collection procedures and/or policies.

To better serve the City of Bay City and to increase customer awareness regarding acceptable solid waste collection policies, the Contractor shall provide regular information, education, and communication to customers regarding solid waste collection services. The Contractor bears full responsibility for keeping customers informed of policies regarding solid waste collection. Solid waste collection information, education, and communication must include, but is not limited to, the following:

A. Digital and Printed Education Materials

1. The Contractor shall provide digital (website, PDFs, social media, etc.) and printed (flyers, brochures, mailed notifications, etc.) materials to customers regarding appropriate solid waste disposal policies including, but not limited to, firm collection policies, and scheduled collection dates. The Contractor shall provide printed educational flyers or brochures to the City, or as requested, not to exceed 4,000 annually.
2. The Contractor shall develop and provide a typed or written notice for customers who do not comply with firm solid waste collection policies. This notice should inform customers about how they can comply for future collections.
3. Digital and printed education materials regarding solid waste collection policies will be provided to all new customers.
4. Digital and printed education materials regarding any changes in solid waste collection policies will be updated and provided to customers within two (2) weeks of any policy change that will affect collection.

B. Social Media

The Contractor is encouraged to create, update, and maintain social media accounts on Facebook and Twitter that are specifically for City of Bay City customers. These accounts are to be used to communicate solid waste collection policy changes and other key information such as, but not limited to, upcoming holidays and non-collection days or changes in collection schedules to customers, as well as providing exceptional customer service to customers by responding to inquiries or complaints in a timely manner. Any changes to solid waste collection policy or collection schedules must be posted to the social media accounts within twenty-four (24) hours of the change.

C. Routine Updates

The Contractor shall help customers remain aware of solid waste collection policies by notifying by mail all customers affected by changes in collection policies within (2) weeks of a policy change.

D. Availability of Staff to Answer Questions and Provide Communication

The Contractor shall endeavor to ensure that customer service staff are available to answer questions regarding solid waste collection policies and issues from residents in a timely manner.

3.19 Reporting

The Contractor shall provide the City of Bay City with a complete and accurate monthly report that is submitted by the tenth (10th) of each month. Reports will be in a format approved by the City of Bay City.

Monthly reports must contain the following information:

1. Daily Call Log – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. Non-Collection and Missed Collection Log – Spreadsheet of non- collections and missed collections, the address of the non-collection or missed collection, the reason for why a collection was not made (resident did not follow set-out instructions, Contractor failed to collect, etc.), and resolution of the issue.
3. Amount of Solid Waste Collected – Spreadsheet listing amounts (in tons/pounds) of solid waste collected by customer type. The spreadsheet must also include year-to-date totals.
4. Customer List for Roll-off Services – Identify each by address and level of service, name, and contact information.
5. Summary of Motor Vehicle Accidents or Moving Violations Involving the Contractor’s vehicles – identify vehicle, employee and description of the violation.

3.20 Remuneration

The City of Bay City shall bill residential, commercial, multi-family units, and industrial customers, and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor 30 days from receipt of invoice by contractor. The contractor shall be entitled to payment for all services rendered in accordance with the contract, without default.

3.21 Base Rate Adjustments

Base Rate Adjustments for Single Family Residential Services will follow the schedule for contract Year 2 and Year 3, as set forth in Exhibit A. Base Rate Adjustments for Single Family Residential Services for contract Year 4 and all subsequent years will follow the Base rate adjustments as set forth below. All other services provided under this contract will follow the Base rate adjustments beginning contract Year 2, as set forth below.

Base Rate Adjustments shall be automatically adjusted once each year on October 1 and continuing through any and all renewal terms. Base rate adjustments shall be reflective of the Consumer Price Index (CPI) adjustments. CPI adjustments shall be computed by utilizing the Consumer Price Index (CPI) for All Urban Customers, All U.S. City Average, All Items, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau

of Labor Statistics. The annual Base Rate Adjustment shall not exceed 5% total. The Contractor shall attend the June City Council meeting each year to update the City Council on garbage collection issues and present the CPI data explaining the calculation of the fee increase to be effective on October 1 of that year. In addition to the above, GFL may request from the City an additional rate adjustment if the CPI exceeds 5%. Any such additional rate adjustment must be approved by City Council before becoming effective.

3.22 Administrative Charges

The Contractor understands that if it does not perform its obligations in a timely manner and pursuant to the terms of the contract or violates any provision of the contract, the City of Bay City will suffer damages which are difficult to determine and adequately specify. The Contractor agrees, in addition to any other remedies available to the City of Bay City, that the City of Bay City may withhold payment from the Contractor as administrative charges for failure of the Contractor to fulfill its obligations. The failure to fulfill all portions of the contract shall be considered a breach of the contract and the City of Bay City may require payment by the Contractor. The City of Bay City will share and discuss with the Contractor acts or omissions that can be considered a breach of contract and their associated administrative charges.

3.23 Performance Bond

Upon the execution of this contract, the Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years. The Contractor shall pay all premiums chargeable for the Performance Bond. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City of Bay City with the bond on an annual basis. The Surety shall be a surety company duly authorized to do business in the State of Texas, having an “A” or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City of Bay City.

3.24 Force Majeure

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

“Force Majeure” means any act, event, or condition having a direct material adverse effect on either party’s ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor’s ability to collect, transport or dispose of Solid Waste, Yard Waste and Bulky Waste if such act, event, or condition is

beyond Contractor’s reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

4.0 MISCELLANEOUS PROVISIONS

4.1 Notice

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City of Bay City, 1901 5th St, Bay City, TX 77414
Attn: Mayor
Phone: 979-245-2137

With a copy to
City of Bay City, 1901 5th St, Bay City, TX 77414
Attn: City Secretary
Phone: 979-245-5311

As to Contractor:

Attn: _____
Phone: _____

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

4.1 Choice of Law; Attorney’s Fees

This Agreement shall be governed by and interpreted under the laws of the State of Texas. In the

event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

4.2 **Independent Contractor**

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor’s personnel shall not be considered employees of the City by reason of their performance of the Services or other work, or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor’s personnel.

4.3 **Entire Agreement; Binding Agreement**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

CITY OF BAY CITY

Witness

By: _____
Name:
Title:

Notary Public

Attest: _____

**WASTE CORPORATION OF TEXAS, L.P.
DBA GFL ENVIRONMENTAL**

Witness

By: _____
Name:
Title:

Notary Public

Attest: _____

EXHIBIT A

- Contract Year 1 Single Family Residential Pricing

Single Family Residential

Collection Fees for Solid Waste Services - Year 1

Solid Waste Collection	
Size	Frequency of Collection per Week
	2x
96-gallon Polycart	\$16.00
Extra Cart	\$6.00

- Contract Year 2 Single Family Residential Pricing

Single Family Residential

Collection Fees for Solid Waste Services - Year 2

Solid Waste Collection	
Size	Frequency of Collection per Week
	2x
96-gallon Polycart	\$18.99
Extra Cart	\$7.12

- Contract Year 3 Single Family Residential Pricing

Single Family Residential

Collection Fees for Solid Waste Services - Year 3

Solid Waste Collection	
Size	Frequency of Collection per Week
	2x
96-gallon Polycart	\$20.54
Extra Cart	\$7.70

Commercial, Industrial, and Multi-Family Residential Collection Fees for Solid Waste Services

Size	Frequency of Collection per Week						
	1X	2X	3X	4X	5X	6X	Extra Pickup
96-gallon or larger Polycart		\$44.00					
2 cu yd	\$59.39	\$119.78	\$178.34	\$235.09	\$290.07	\$349.45	\$50.00
3 cu yd	\$83.72	\$167.52	\$248.64	\$326.99	\$402.69	\$485.23	\$75.00
4 cu yd	\$103.54	\$6.25	\$305.35	\$400.85	\$492.76	\$596.29	\$100.00
6 cu yd	\$143.19	\$283.72	\$418.87	\$548.60	\$672.89	\$813.32	\$125.00
8 cu yd	\$173.79	\$342.92	\$513.21	\$660.26	\$808.00	\$941.38	\$150.00
Locks (monthly cost)	\$15.00						

Roll-Off and Lease Container (Compactor) Services for Solid Waste

Type and Size	Daily Rent	Initial Delivery Fee (one-time)	Collection Fee (per haul)	Disposal Fee (per ton)
20 cu yd	\$ 4.00	\$ 150.00	\$ 425.00	\$ 40.26
30 cu yd	\$ 4.00	\$ 150.00	\$ 425.00	\$ 40.26
40 cu yd	\$ 4.00	\$ 150.00	\$ 425.00	\$ 40.26
20 cu yd with compactor	**	**	\$ 450.00	\$ 40.26
30 cu yd with compactor	**	**	\$ 450.00	\$ 40.26
40 cu yd with compactor	**	**	\$ 450.00	\$ 40.26

** Compactor Rent, Delivery, and Installation to be negotiated directly with customer based on base and optional equipment needed to meet customer needs.

City of Bay City Roll-Off Service

(Should the City of Bay City require roll-off services in addition to those services provided in Section 3.0)

Size	Daily Rent	Initial Delivery Fee (one-time)	Collection Fee (per haul)	Disposal Fee (per ton)
20 cu yd	\$ 0.00	\$ 95.00	\$ 425.00	\$ 0.00
30 cu yd	\$ 0.00	\$ 95.00	\$ 425.00	\$ 0.00
40 cu yd	\$ 0.00	\$ 95.00	\$ 425.00	\$ 0.00

Disaster Collection, Transportation and Disposal

Manpower Only Operating Rate	\$ 185.00 per hour (3 Man Crew)
Equipment Operating Rate	\$ 215.00 per hour
Disposal Rate	\$ 40.26 per ton
Other	\$ 6.50 per cubic yard
Other	

Property - Discuss, consider, and/or approve binding the Windstorm Insurance renewal for the City of Bay City.



EXECUTIVE SUMMARY

BACKGROUND:

In previous years, the City held windstorm coverage for the majority of its properties. However, due to substantial rate increases and lack of claims paid out, primarily stemming from the exclusion of "wind driven rain," the City chose to limit coverage to essential buildings.

On March 31, 2024, the Ad Hoc Committee (Bradley Westmoreland, Becca Sitz, Mayor Nelson, Scotty Jones and Ashley Girlinghouse were in attendance) met to review our current schedule and to discuss any potential changes. The committee requested a revised quote to add the Airport office and Hanger E. On April 12, 2024, the Ad Hoc Committee met again to review the revised quote and the renewal premiums. At this meeting, the committee asked to get a revised quote to remove the Police Department, City Hall Annex and Municipal Court.

Option 1 – 198,367.97 for AmRisk policy and \$163,273 for TWIA policy for a total of \$361,640.97. (Includes BCCDC)

Option 2 (Committee recommends not to consider due to coverage limit cap at \$5mil) – \$182,634.47 for AmRisk policy and \$163,273 for TWIA policy for a total of \$345,907.47.

Option 3 – (Committee requested quote) - \$136,488.11 for AmRisk policy and \$163,273.00 for TWIA policy for a total of \$299,761.11.

FINANCIAL IMPLICATIONS:

Option 1 - \$240,650 **City Only** (\$122,136 General Fund, \$26,139 Airport, \$92,375 Fund 25)
Overall City cost **increased** from the prior year by \$69,173.

Option 2 - \$224,915 **City Only** (\$113,151 General Fund, \$25,741 Airport, \$86,023 Fund 25)
Overall City cost **increased** from the prior year by \$53,440.

Option 3 - \$178,771 **City Only** (\$69,013 General Fund, \$24,208 Airport, \$85,550 Fund 25)
Overall City cost **increased** from the prior year by \$7,295.

**City of Bay City
Windstorm Renewal Options
April 27th, 2024 -April 27th, 2025**

Option	Carrier	Deductible	Limit	Annual Cost
1-Combined Carriers	AmRisc Carriers	5% Per Location, subject to \$250,000 Minimum Per Occurrence – Named Wind	\$16,012,679.00	\$198,367.97
	Texas Windstorm Insurance Association (TWIA)*	1% per item, subject to a minimum of \$1,000 per item	\$13,324,000.00	\$163,273.00
			\$29,336,679.00	\$361,640.97

Option	Carrier	Deductible	Limit	Annual Cost
2-Combined Carriers	AmRisc Carriers	5% Per Location, subject to \$250,000 Minimum Per Occurrence – Named Wind	\$5,000,000.00	\$182,634.47
	Texas Windstorm Insurance Association (TWIA)*	1% per item, subject to a minimum of \$1,000 per item	\$13,324,000.00	\$163,273.00
			\$18,324,000.00	\$345,907.47

Option	Carrier	Deductible	Limit	Annual Cost
3-Combined Carriers	AmRisc Carriers	5% Per Location, subject to \$250,000 Minimum Per Occurrence – Named Wind	\$11,896,710.00	\$136,488.11
	Texas Windstorm Insurance Association (TWIA)*	1% per item, subject to a minimum of \$1,000 per item	\$13,324,000.00	\$163,273.00
			\$25,220,710.00	\$299,761.11

Option 1 - AmRisk

5% Per Location, subject to \$250,000 Minimum Per Occurrence – Named Wind

ID	Building Description	Address	City	Zip	Building Value	Content Value	Other Property	Total Value	Cost Per Item
1	Communication Building/Tower	4511 Starling Dr	Bay City	77414-8277	\$450,000	\$250,000	\$50,000	\$750,000	\$9,291
2	Civic Center w/Flag Pole	2001 7th St	Bay City	77414-5113	\$6,817,876	\$95,000	\$343,794	\$7,256,670	\$89,897
3	Offices and Hangar Building	99000 FM 2540	Van Vleck	77482-0000	\$1,200,000	\$10,000	\$0	\$1,210,000	\$14,990
11	Fire Department	1900 6th St	Bay City	77414-5133	\$1,580,040	\$0		\$1,580,040	\$19,574
13	Municipal Court/Flag Pole	1824 6th St	Bay City	77414-5131	\$604,010	\$50,000		\$654,010	\$8,102
19	Police Dept/Flag Pole/130kw Generator	1916 6th St	Bay City	77414-5133	\$2,173,600	\$208,200	\$31,319	\$2,413,119	\$29,894
32	City Hall Annex Building	1900 5th St	Bay City	77414-6144	\$973,940	\$74,900		\$1,048,840	\$12,993
164	Airport - Row E Hangar	3598 FM 2450 N (E-Row hangar)	Bay City	77414-0000	\$900,000			\$900,000	\$11,149
	Business Income				\$200,000			\$200,000	\$2,478
					\$14,899,466	\$688,100		\$16,012,679	\$198,367.97

Option 2 - AmRisk

5% Per Location, subject to \$250,000 Minimum Per Occurrence, (Caps at \$5,000,000.00) – Named Wind

ID	Building Description	Address	City	Zip	Building Value	Content Value		Total Value	Cost Per Item
1	Communication Building/Tower	4511 Starling Dr	Bay City	77414-8277	\$450,000	\$250,000	\$50,000		\$5,516
2	Civic Center w/Flag Pole	2001 7th St	Bay City	77414-5113	\$6,817,876	\$95,000	\$343,794		\$83,572
3	Offices and Hangar Building	99000 FM 2540	Van Vleck	77482-0000	\$1,200,000	\$10,000	\$0		\$14,709
11	Fire Department	1900 6th St	Bay City	77414-5133	\$1,580,040	\$0			\$19,368
13	Municipal Court/Flag Pole	1824 6th St	Bay City	77414-5131	\$604,010	\$50,000			\$7,404
19	Police Dept/Flag Pole/130kw Generator	1916 6th St	Bay City	77414-5133	\$2,173,600	\$208,200	\$31,319		\$26,644
32	City Hall Annex Building	1900 5th St	Bay City	77414-6144	\$973,940	\$74,900			\$11,938
164	Airport - Row E Hangar	3598 FM 2450 N (E-Row hangar)	Bay City	77414-0000	\$900,000				\$11,032
	Business Income				\$200,000				\$2,452
					\$14,899,466	\$688,100		\$5,000,000	\$182,634

Option 3 - AmRisk

5% Per Location, subject to \$250,000 Minimum Per Occurrence – Named Wind

ID	Building Description	Address	City	Zip	Building Value	Content Value		Total Value	Cost Per Item
1	Communication Building/Tower	4511 Starling Dr	Bay City	77414-8277	\$450,000	\$250,000	\$50,000	\$750,000	\$8,603
2	Civic Center w/Flag Pole	2001 7th St	Bay City	77414-5113	\$6,817,876	\$95,000	\$343,794	\$7,256,670	\$83,255
3	Offices and Hangar Building	99000 FM 2540	Van Vleck	77482-0000	\$1,200,000	\$10,000	\$0	\$1,210,000	\$13,882
11	Fire Department	1900 6th St	Bay City	77414-5133	\$1,580,040	\$0		\$1,580,040	\$18,128
164	Airport - Row E Hangar	3598 FM 2450 N (E-Row hangar)	Bay City	77414-0000	\$900,000			\$900,000	\$10,326
	Business Income				\$200,000			\$200,000	\$2,295
					\$11,147,916	\$355,000		\$11,896,710	\$136,489

TWIA
1% per item, subject to a minimum of \$1,000

ID	Building Description	Address	City	Zip	TWIA Building Value	TWIA Content Value	Total Value	TWIA Cost per Item 1% deductible
10	City Hall	1901 5th St	Bay City	77414-6199	\$2,617,000	\$110,000	\$2,727,000	\$10,334
12	Service Center	2105 Ave M	Bay City	77414-5233	\$1,000,000	\$28,000	\$1,028,000	\$13,323
64	Center for Energy Dev/Training Center/Flag Pole	4000 Ave F	Bay City	77414-7612	\$4,324,000	\$100,000	\$4,424,000	\$111,217
139	Library (CDC gets 25%)	1100-1100A 7th St	Bay City	77414-4915	\$3,374,000	\$1,050,000	\$4,424,000	\$18,625
147	Training Facility	4010 Avenue F	Bay City	77414-0000	\$721,000	\$0	\$721,000	\$9,774
					\$12,036,000	\$1,288,000	\$13,324,000	\$163,273

~ **DISCUSS, CONSIDER, AND/OR APPROVE THE CITY'S QUARTERLY FINANCIAL AND INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2024**



EXECUTIVE SUMMARY

QUARTERLY FINANCIAL & INVESTMENT REPORT

BACKGROUND: Quarterly financial reports provide the most accurate reflection of the quarter activity for each major fund. Reports are provided to City Council via email with a formal presentation at the next available Council meeting. In addition, the Finance Committee meets quarterly to review the Investment Report in detail. This time also serves as an opportunity to discuss the City's finances. In the event that financial decisions or budgetary amendments need attention prior to this date-the Finance Director shall request a Special Called Meeting. All reports are posted to the City's website along with other financial information.

FINANCIAL IMPLICATIONS: Timely financial data provides City Council time to make informed decisions to prevent any negative financial implications.

IMPACT ON COMMUNITY SUSTAINABILITY: The report provides financial information to the public. (i.e., costs of services, revenue sources)

RECOMMENDATION: Staff recommends City Council approve the Quarterly Financial & Investment Report.

ATTACHMENTS: Quarterly Financial Report for Quarter Ending March 31, 2024 (Supporting documentation will be emailed out prior to meeting)